

USA: DISTRIBUTOR AGREEMENT



Future XanGo® Distributor,

Congratulations! You are about to embark on a remarkable journey as a XanGo Distributor. This company boasts the best Distributors in the world; we couldn't be more excited for you to join XanGo.

A few smooth steps to help you get started:

- 1) Fill out the Order Information form (Please refer to the XanGo Products listed on the Insert Sheet)
 - Complete the "Initial Order" section of the Distributor Agreement, ensuring that your initial order arrives as quickly as possible
 - Order XanGo products on Automatic Delivery Program (ADP)
 - Your order automatically arrives on your doorstep each month
 - You instantly qualify for the PowerStart bonus
 - You secure commissions that bypass Distributors not on ADP
 - Maximize your advantages with a Standard (200PV) ADP order

- 2) Complete the Distributor Contact Information Form

- 3) Return this form to XanGo
 - By mail: XanGo, LLC
PO Box 900
Lehi, UT 84043
 - By fax: 801.816.8159

- 4) Share XanGo products
 - A full 50% of commissionable volume goes to commission payments
 - Proven nutritional benefits help our mangosteen-based products sell themselves
 - A portion of the profits from the sale of this product goes to worthy charities

Are you ready to go? Find the person that introduced you to XanGo and get moving!

As you develop your own strategies, you'll achieve astonishing momentum in your new XanGo business. And, with laser focus in all you do, you will be well on your way to success.

Please call us with any questions! We're here to help! 1.877.GO.XANGO

Best wishes,

Your XanGo Team

XanGo, LLC
PO Box 900
Lehi, UT 84043

Corporate Headquarters
t: 801.816.8000
f: 801.816.8001

www.xango.com

Amended

Distributor Information

last name (please print)	first	middle initial	business name (if different from applicant name)	distributor ID # (if known)
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Order Information

Description	Item No.	Whsl Price	Initial Order		ADP (optional)	
			Qty	sub-total	Qty	sub-total
Distributor Kit	100651	\$35 USD (Distributor Kit Fee)	1	35.00		

Initial Order Payment and Shipping

Total:

Payment Option: (check one) Visa Mastercard Discover AMEX JCB **Note: Your first order will ship immediately.**

credit card #	expiration date (mm/yy)	CW2 No. (3 digits for Visa and MC or 4 digits for AMEX)	credit card billing address (street, city, state, zip)
name (as shown on card)			signature of cardholder X
			date (mm/dd/yyyy)

Shipping Information

name				
address	city	state	zip code	country

Automatic Delivery Program (ADP) Payment and Shipping

Choose a delivery option:

Unconditional: I want my ADP order delivered each month regardless of other purchases.

Back-up: I want my ADP order delivered only if I haven't already purchased the minimum amount selected above in any given month.

Note: Your first ADP order will be sent the month following receipt of this agreement.

ADP Payment Options Choose option A or B

Option A: Primary ADP Credit Card Check if same as above Visa Mastercard Discover AMEX JCB

credit card #	expiration date (mm/yy)	credit card billing address (street, city, state, zip)
name (as shown on card)		signature of cardholder X

Backup ADP Credit Card Visa Mastercard Discover AMEX JCB **(Your Backup Credit Card will be used only if we are unable to process your ADP order on your Primary ADP Credit Card.)**

credit card #	expiration date (mm/yy)	credit card billing address (street, city, state, zip)
name (as shown on card)		signature of cardholder X

Option B: Direct Debit from my bank account.

The Company is hereby authorized (unless otherwise instructed) to deduct the amount of my monthly ADP Order by electronically transferring the funds (Direct Debit) from my bank account. In addition to my ADP order, I authorize the Company to charge me for additional orders by Direct Debit from my bank account.

name(s) on account	account #
bank name	bank routing #
bank address (optional)	Please attach voided check to this form (check must be preprinted with your name)
signature on account X	

ADP Shipping Information Will Call / ADP Pick Up (where available) Check if same as above

name				
address	city	state	zip code	country

signature X	date (mm/dd/yyyy)
e-mail address	phone number

Amended

Distributor Information

Please fill out either the Individual OR the Business applicant information.

Individual Applicant Information			Business Applicant Information			distributor ID number (office use only)		
last name first middle initial			business name					
SSN			EIN (or SSN if sole proprietor)			<input type="radio"/> Sole Proprietor <input type="radio"/> Limited Liability <input type="radio"/> Partnership <input type="radio"/> Other: <input type="radio"/> Corporation		
joint applicant name			principle last name first middle initial					
DOB mm/dd/yyyy			business phone #			business fax #		
applicant phone #		fax #	Along with this form, business applicants must complete and submit the Statement of Beneficial Interest found at www.myxango.com					
email address								
home/office address			city		state		zip code	
ship to address (if different)			city		state		zip code	

Sponsor Information

Sponsor & Placement information MUST be filled out completely

sponsor distributor #		sponsor name (last, first, middle initial)		sponsor phone # (daytime)	
placement distributor #		placement name (last, first, middle initial)		placement phone # (daytime)	

Commission Payment Information

<input checked="" type="radio"/> Direct Deposit (available to all Distributors; \$2USD additional charge per payment)		<input type="radio"/> Check (\$2USD additional charge per check; no banking information needed)	
name(s) on account		account #	
bank name		bank routing #	
bank address (optional)		Please attach voided check to this form (check must be preprinted with your name)	
signature on account X		date (mm/dd/yyyy)	

Acknowledgement

I understand that the only financial requirement to become a Distributor is a \$35USD distributor kit fee (plus any applicable tax) which includes a kit containing sales and demonstration materials and other information. 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 and materials fee of \$20USD (plus any applicable tax) is required to continue as a Distributor. I authorize the Company to charge the \$35USD distributor kit fee and the \$20USD renewal and materials fee to my credit card as they become due. I understand that the renewal and materials fee is applicable 12 months from sign-up. All orders are subject to the applicable tax, which will be added to order total. Shipping & handling charges will also be added. My 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. I have read and agree to the Terms and Conditions (attached hereto) and the Policies and Procedures and all other terms of the Contract, all of which are incorporated herein by this reference. I am familiar with the return policy described in the Policies and Procedures found at www.myxango.com.

Under penalty of perjury, I/we certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding income because: (a) I am exempt from backup withholding, or *(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

signature X		date (mm/dd/yyyy)		joint applicant signature X		date (dd/mm/yyyy)	
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1. I am legally competent to enter into this distributor agreement (the "Distributor Agreement") in the jurisdiction in which I reside. I further understand that I am contracting with XanGo, LLC ("XanGo") for the promotion of certain sales as described below. I understand that I am also contracting with XanGo Disc, Inc. ("XanGo Disc") for the promotion of certain sales as described below. Hereinafter, XanGo and XanGo Disc may be referred to collectively as the "Company." Unless otherwise defined herein, all capitalized terms shall have the same meaning assigned to such terms in XanGo's Policies and Procedures. The term "Contract" shall mean the Distributor Agreement, the Statement of Beneficial Interest, the Compensation Plan, the Policies and Procedures and any country or situation-specific addendum(s) thereto, and any other written agreement between the Distributor and XanGo. I hereby agree to be bound by the Contract which may be amended from time to time.
2. I will become a Distributor upon acceptance of this Distributor Agreement by the Company, and I will, at that time, have the right to purchase Products at wholesale from the Company or its affiliates.
3. I understand that no purchase is necessary to become a Distributor other than a \$35USD distributor kit fee. A \$20USD annual renewal and materials fee is required to maintain a Distributorship. While the Company may charge the available payment option (at the time of renewal), I am responsible for renewing my Distributorship each year. I expressly authorize XanGo to collect the annual renewal and materials fee using any payment method on file for the purchase of Product.
4. The \$35USD distributor kit fee to become a Distributor is non-refundable, except as otherwise provided in the Contract. Renewal and materials fees are also non-refundable.
5. If I wish to terminate this Distributor Agreement, I will submit to the Company written notification of my intent to terminate. Such notice will also automatically terminate my Contract with any affiliate of the Company. My voluntary termination will be effective as of the date such notice is accepted by the Company. A Distributor may terminate at any time for any reason.
6. As a Distributor, I am an independent contractor and not an employee, partner, agent, franchisee, or legal representative of the Company or any affiliate. I agree that I am solely responsible for my compliance with any 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 Contract.
7. Although the Company 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 its officers, directors, agents, advisors and employees from all liability for 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, arising out of any of my acts or omissions.
8. I understand that only Distributors who are in compliance with the Contract may act as sponsors. The Company, in its sole discretion, may reject this Distributor Agreement without disclosing any reason therefore. If this Distributor Agreement is not accepted or approved, I release the Company and any affiliated entity and their 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 Commissions from the Company are earned through my participation in the Compensation Plan. 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 the Contract. I hereby acknowledge that I have access to all documents comprising the Contract, 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 customers, are privileges of my status as an active Distributor in good standing. I agree to abide by the Contract, as modified from time to time, and posted at www.xango.com.
 - A. XanGo has the responsibility to promote the sale of Products within the United States. To the extent that commissionable sales occur where Products are delivered for distribution inside the United States or its territories, Commissions on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, XanGo.
 - B. XanGo DISC, a XanGo affiliated entity, has the responsibility to promote the sale of Products internationally. To the extent that commissionable sales occur where Products are delivered for distribution outside of the United States or its territories, commissions on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, XanGo DISC. Nevertheless, for administrative convenience, Commissions paid under the Compensation Plan generally should be issued on a single check or similar instrument or transaction, combining, for the convenience of the Distributor, the Commissions earned by both U.S. and non-U.S. sales.
10. I understand that as a Distributor, I am authorized to sell Products. I agree that I may not alter, repackage, relabel or otherwise change any 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 Distributorship(s), beyond the indirect benefits that are derived from sponsoring and downline volume.
13. In the event I choose to purchase Products on my credit card or banking debit card, my signature on this Distributor Agreement hereby constitutes my authorization to process any order I place to those accounts, and is to be used as my "signature on file." I understand that the cancellation of any order that I place must be made within three (3) business days of the placement of a particular order. All shipping and handling charges incurred will be billed.
14. The English language version of the Contract shall govern.
15. I certify the accuracy of all information provided by me in this Distributor Agreement and agree that the providing of false or misleading information authorizes the Company, at its election, to declare this Distributor Agreement void from its inception.
16. The Company agrees to provide quality Products, so long as I comply with the Contract. I agree that invoices may be sent to me electronically.
17. I understand that Commission benefits of my purchases and Personal Volume (as defined in the Compensation Plan) go to the sponsor/placement listed on this form and other Distributors under the rules of the Compensation Plan.
18. All written notices to the Company should be delivered to:

XanGo, LLC
P.O. Box 900
Lehi, UT 84043
U.S.A.
19. The Company reserves the right to terminate the relationship should the Distributor breach the terms of the Contract.
20. As a Distributor, I may return current Product for any reason, provided the return takes place within ninety (90) days of purchase, and all other requirements are met under the Contract. To make a Product return, I must 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.
21. I may choose to have Product sent to me monthly on an automatically processed order (ADP). To change any detail pertaining to my ADP order, the request must be received by the Company (not an upline Distributor) in writing, signed by the Distributor. All orders are subject to the GST of my region, which will be added to the order total. Shipping & handling charges will also be added. 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 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 ADP 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 Personal Volume shortfalls.
22. If I elect direct debit for my ADP orders, the Company is hereby authorized and may debit my account for orders shipped on or after the date of payment and I agree to maintain sufficient funds in my account to cover the automatic payments. In the event sufficient funds are not in my account to cover the automatic payment, the Company may stop shipment en route, and may refuse to accept further orders with this payment method. Attempts may be made by the Company to reprocess the order; however, the Company makes no assurances that these attempts will be made. I 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 account, except the liability to ship the product as ordered.
23. If I elect the ADP Pro Membership, I authorize the monthly membership fee to be automatically deducted with my Automatic Delivery Program payment. The Company may change the membership fee at any time. The fee is not refundable. Membership may be terminated by submitting a written request to the Company and will automatically terminate if I cancel my ADP ordering status.
24. All matters relating to the interpretation, construction, validity and enforcement of this Distributor Agreement shall be governed by the internal laws of the State of Utah, without giving effect to any choice of law provisions thereof.