

# AUSTRALIA: UNSOLICITED DISTRIBUTOR (DOOR TO DOOR) AGREEMENT



## Important Notice to the Consumer

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this 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.

- Step 1: Sign and date this Agreement below. This gets the 10 business day "cooling off" period underway.
- Step 2: Complete the Order Information and Contact Information pages in this Agreement. No goods will be sent to you, and no money will be accepted from you, until the end of the "cooling off" period.
- Step 3: Share! Once the "cooling off" period is over, you can begin to enjoy the benefits of being a XANGO Distributor. Your first order will be sent to you and the first payment accepted according to your stated payment method.

If you change your mind during the "cooling off" period, that's fine. Just let us know by completing the Agreement Cancellation Notice form attached to this Agreement.

SIGNED BY CURRENT XANGO DISTRIBUTOR \_\_\_\_\_

Print name ( \_\_\_\_\_ )  
Address \_\_\_\_\_  
ABN / ACN \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

SIGNED BY FUTURE XANGO DISTRIBUTOR \_\_\_\_\_

Print name ( \_\_\_\_\_ )

DATED \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Cooling Off Period ends \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

XANGO, LLC  
PO Box 900  
Lehi, UT 84043

Corporate Headquarters	Australia Information
t: 801.816.8000	t: 1.800.010.524
f: 801.816.8001	f: 1.800.008.286

[www.xango.com.au](http://www.xango.com.au)

### 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

### Initial Order Payment and Shipping

Total:

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

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, postal code)
name (as shown on card)			signature of cardholder <b>X</b>
			date (mm/dd/yyyy)

**Shipping Information**

name				
street	city	state	postal 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  AMEX

credit card #	expiration date (mm/yy)	credit card billing address (street, city, postal code)
name (as shown on card)		signature of cardholder <b>X</b>

**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)	IBAN & BIC
signature on account <b>X</b>	

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

name				
street	city	state	postal code	country

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

### 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	ABN	
TFN			principal name (last, first, middle initial)		
DOB dd/mm/yyyy (optional)			business phone #	business fax #	
applicant phone #	fax #		Along with this form, business applicants must complete and submit the Statement of Beneficial Interest found at <a href="http://www.xango.com.au">www.xango.com.au</a>		

### Joint Applicant Information (optional)

joint applicant last name	first	middle initial	joint applicant TFN		
joint applicant DOB dd/mm/yyyy (optional)			joint applicant phone #	joint applicant fax #	

email address					
home/office address	city	state	postal code	country	
ship to address (if different)	city	state	postal code	country	

### Sponsor & Placement 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 type="radio"/> Direct Deposit (2.40 AUD additional charge) <input type="radio"/> Check (5.00 AUD additional charge, no banking information needed)	
<input type="radio"/> XANGO Prepaid Card (2.00 USD additional charge, no banking info needed. XANGO prepaid card will require a government ID and/or a passport.)	
name(s) on account	account #
bank name	bank routing #
bank address (optional)	IBAN & BIC (optional)
signature on account <b>X</b>	date (dd/mm/yyyy)

### Acknowledgement

I understand that no purchase is necessary to become a Distributor and that any Products purchased in connection with becoming a Distributor are optional. I understand further that a Distributor kit (containing sales and demonstration materials) is available on the Company's website at no charge. I hereby consent and agree to receive the Distributor Agreement and Distributor kit online; however, a hard copy of these items, where required, may be purchased from the Company. All orders are subject to the local GST of my region, 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.xango.com.au](http://www.xango.com.au).

signature <b>X</b>	date (dd/mm/yyyy)	joint applicant signature <b>X</b>	date (dd/mm/yyyy)
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## TERMS AND CONDITIONS - AUSTRALIA

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 acknowledge that I have access to all documents comprising the Contract, the contents of which are incorporated herein by reference. The Company may, by written notice or the provision of updated materials, vary the terms of the Contract in its sole discretion from time to time. My continued participation acting as a Distributor shall be taken to indicate agreement to such variations unless I terminate this Distributor Agreement under clause 5.
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.
4. Except as otherwise provided in the Contract, all service or other fees are 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.au](http://www.xango.com.au).
  - 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 or its assigns. 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 Products, so long as the Distributor complies with the Contract. Prices of the products are subject to change in accordance with terms of 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.  
F: 1.800.008.286
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. 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.

### Right to cancel this agreement within ten (10) business day cooling-off period

You have a right to cancel this agreement without any reason within ten (10) business days starting on the first business day after you signed this agreement.

### Extended right to cancel this agreement

You may also terminate this agreement up to three (3) months after it was made if the Distributor:

- visited outside permitted selling hours
- did not disclose the purpose of the visit
- did not produce identification or
- did not leave the premises upon request.

The termination period is extended to six (6) months if the distributor:

- did not provide information about cooling-off rights
- breached requirements for unsolicited consumer agreements (such as failing to provide a written copy or not including required information)
- supplied goods or services during the ten (10) business days of the cooling-off period, or
- accepted or requested payment during the cooling-off period.

### How to cancel

To cancel this agreement in writing, complete this notice and send it to the distributor.  
Alternatively, write a letter, send an email to, or telephone the distributor.

### Distributor Details (to be completed by Distributor)

name				ABN / ACN
address (not PO Box)	city	state	postal code	country
email address				fax (if any)
date of agreement				transaction number (if any)
details of goods or services to be supplied under the agreement				
cost of goods or services				

### Consumer Details

name of consumer
consumer's address

I WISH TO CANCEL THIS AGREEMENT.

signed by the consumer

X

date [dd/mm/yyyy]

Note: You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.