

amended

Applicant Information

applicant's name (underline family name)		applicant's date of birth (day/month/year) / /	distributor ID # (office use only)
applicant's phone number (daytime)	fax number	email address	
mailing address		delivery address (must be address where deliveries can be signed for during business hours)	
city	postal code	city	postal code
joint applicant's name (underline family name)		phone number (daytime, if different than applicant's)	joint applicant's identification card number
			joint applicant's email address
		check language preference (english as default) <input type="radio"/> Chinese	

Sponsor Information

Sponsor & placement information MUST be filled out completely

sponsor's distributor number	sponsor's name (underline family name)	sponsor's phone number (daytime)
placement's distributor number	placement's name (underline family name)	placement's phone number (daytime)

Application Fee Payment

I understand that the only financial requirement to become a Distributor is a 120 RM distribution 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. There is no requirement for renewal of a Distributorship. A subscription fee of 70 RM (plus any applicable tax) annually is required for a Distributor to receive the Company bulletins, magazines and other printed materials. I authorize the Company to charge the 120 RM distributor kit fee and the 70 RM subscription fee to my credit card as they become due. I understand that the subscription fee is applicable 12 months from sign-up.

Application Fee Payment: Visa Mastercard

credit card number	expiration date
name (as shown on card)	signature of cardholder X
	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 Contract. I hereby agree to be bound by the Terms and Conditions, which by reference are fully incorporated into this Distributor 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 be bound by the terms of confidentiality contained herein, and all other terms of the Contract.

THIS CONTRACT IS SUBJECT TO A COOLING OFF PERIOD OF TEN WORKING DAYS.

applicant's signature X	date	joint applicant's signature X	date
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A PARTICIPANT IN THE COMPENSATION PLAN HAS THE RIGHT TO CANCEL AT ANY TIME, FOR ANY REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO THE COMPANY (faxed copies may be deemed as originals).

TERMS AND CONDITIONS - MALAYSIA

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 Mangosteen Beverage (Malaysia) Sdn. Bhd. for the promotion of sales in Malaysia. I am also contracting with XanGo, LLC, and XanGo DISC, Inc., for the promotion of certain sales as described below. Hereinafter, XanGo, LLC 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 the 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 the Company.
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 Mangosteen Beverage (Malaysia) Sdn. Bhd. or the Company or its affiliates.
3. I understand that no purchase is necessary to become a Distributor other than a RM 120 distributor kit fee plus any applicable tax. There is no requirement for any renewal of a Distributorship. A subscription fee of RM 70 plus any applicable tax annually is required for a Distributor to receive the Company bulletins, magazines, and other printed materials. This subscription fee must be paid on the annual anniversary of the signing of this agreement. I expressly authorize the Company to collect the annual subscription fee using any payment method on file for the purchase of Product.
4. The RM 120 distributor kit fee to become a Distributor is refundable within a ten (10) working day period ("Cooling Off Period"). If no request for refund occurs, the distributor kit fee becomes non-refundable except as otherwise provided in the Contract. Subscription 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 received by the Company. I may resign 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, LLC 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, LLC.
 - B. XanGo DISC, a XanGo affiliated entity, has the responsibility to promote the sale of Products internationally except for Malaysia. To the extent that commissionable sales occur where Products are delivered for distribution outside of the United States or its territories or outside Malaysia, 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.
 - C. Mangosteen Beverage (Malaysia) Sdn. Bhd., a XanGo LLC affiliated entity, has the responsibility to promote the sale of Products in Malaysia. To the extent that commissionable sales occur where Products are delivered for distribution inside Malaysia, commissions on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, Mangosteen Beverage (Malaysia) Sdn. Bhd. 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 Malaysia distributors for U.S., non-U.S. and Malaysia 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 ten (10) business days of the placement of a particular order. All shipping and handling charges incurred will be billed.
14. No other promises, representations, guarantees, or agreements of any kind, other than those contained in the Contract, shall be valid unless in writing and signed by both me and an authorized agent of the Company. If there is any inconsistency or conflict between the provisions of the Contract, the provisions found in the Policies and Procedures shall govern. If any provision of the Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected. 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 the Distributor complies with the Contract.
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. Any Distributor may return any Product for any reason, provided the return takes place within ninety (90) days from the date of purchase, and all other requirements are met under the Contract. Upon the receipt of the returned Product, Mangosteen Beverage (Malaysia) Sdn. Bhd. shall refund to the Distributor an amount equal to not less than 90% of the price paid. 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). If the ADP order date falls on a U.S. holiday or weekend, the order will be processed within five days either before or after the U.S. holiday or weekend. ADP orders are billed on or around the 14th day of every month. 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 three business days prior to the 14th day of any given calendar month. ADP orders will be shipped between the 14th and 21st day of the month. All orders are subject to the local sales tax 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. Upon the execution of this Agreement, the Distributor shall be given a duplicate copy of the Agreement for their records.
23. For every purchase of Product made by the Distributor, Mangosteen Beverage (Malaysia) Sdn. Bhd. will issue a Distributor receipt. The receipt shall contain the following information:
 - A. detailed description of Products sold;
 - B. total amount to be paid or provided by Distributor or if amount is not ascertainable, at the time the contract was made, the manner in which it is to be calculated;
 - C. time, place and method for payment to be made;
 - D. time and place for delivery of Products; and
 - E. Notice in such form as may be prescribed informing the Distributor of their right to rescind the contract before the Cooling Off Period. The rescission notice should substantially be in the form as set out in the Malaysia addendum to the Policies and Procedures.
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.