



ORGANO GOLD INT'L, INC.

5505 Hovander Road, Ferndale, WA 98248 USA

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INDEPENDENT DISTRIBUTOR APPLICATION USA

Application Information

(*) Mandatory Fields

Personal Information

* Social Security Number * First Name MI * Last Name

* Phone * Mobile Fax Number * Email Address * Date of Birth (mm/dd/yyyy)

Billing Address * Number & Street

Shipping Address LEAVE BLANK IF THE SAME AS BILLING ADDRESS * Number & Street

Address Line 2 (Suite or Apartment no.) * City

* State * Zip Code County

Co-Applicant Information

* Social Security Number * First Name MI * Last Name * Contact Phone

Enrolling Sponsor

* Sponsor's OG ID# * Sponsor's First Name * Sponsor's Last Name

Placement (select one) Left Right

BECOME AN ORGANO GOLD DISTRIBUTOR

Starter Kit* **\$49.95**
(Includes membership, product samples, 1 year BackOffice and replicating website). ***Required to become an OG Independent Distributor.**

Three Pack (\$57.00) (50CV / 57PV/QV) Five Pack (\$100.00) (90CV / 100PV/QV) Processed on the 5th following month

Six Pack (\$114.00) (100CV / 114PV/QV) NO THANKS 15th of the following month

AutoShip Available with Credit Card only (Optional)

Initial Order / PROMOTIONAL SALES PACKS (PSP) OPTIONS

Bronze Pack (125CV / 250PV/QV) **\$250.00**
(Assorted products and tools to kickstart your OG business)

Silver Pack (225CV / 450PV/QV) **\$450.00**
(Assorted products and tools to kickstart your OG business)

Gold Pack (625CV / 1,250PV/QV) **\$1,250.00**
(Assorted products and tools to kickstart your OG business)
**20% Dual Team Bonus and 20% Matching Bonus as a Qualified Consultant.*

Three Pack (\$57.00) (50CV / 57PV/QV) Five Pack (\$100.00) (90CV / 100PV/QV)

Six Pack (\$114.00) (100CV / 114PV/QV) NO THANKS

Note: CV refers to Global CV.

CREDIT CARD DETAILS

CREDIT CARD NUMBER

VISA MASTER CARD

EXP MO EXP YY CCV

CARD HOLDER NAME

CARD HOLDER SIGNATURE

Note: All Orders Will Be Charged Applicable Taxes, Shipping and Handling.

(Prices are in USD)

Your OG Login and Replicating Website Information (Please Choose)

* Login/Website address: **.organogold.com**
Uppercase characters or spaces are not allowed

* Password: *Capitalization matters. Use 6 to 32 characters, and don't use your login ID.*

FOR DISPLAY ON YOUR REPLICATING WEBSITE

Use Personal Information

* First Name MI * Last Name

Phone Mobile Fax Number Email Address

Distributor Agreement (Please Read and Sign)

This is a two-sided application. I/We have carefully read and agree to abide by the terms and conditions on both sides of this Application and the Organo Gold Policies and Procedures and Compensation Plan. I/We understand that I/We have the right to terminate my/our Organo Gold independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.

Applicant's Signature Date

Co-Applicant's Signature Date

SVP, Administration & Distributor Services

Shella Chua

PLEASE EMAIL, MAIL OR FAX THIS APPLICATION AND AGREEMENT TO ORGANO GOLD WITHIN 48 HOURS OF COMPLETING IT. IF EMAILED OR FAXED IN, YOU MUST SEND BOTH THE FRONT AND BACK OF THE AGREEMENT. PLEASE FIND THE ADDRESSES ON THE TOP OF THIS FORM.

Independent Organo Gold Distributor Application and Agreement Terms and Conditions

As used throughout these terms and conditions, "Agreement" collectively refers to the Organo Gold Independent Distributor Application and Agreement, Policies and Procedures, Compensation Plan, and any other document incorporated by reference in the aforesaid. These documents, in their current form, and as may be amended by Organo Gold at its sole discretion, constitute the entire contract between Organo Gold and the Organo Gold Distributor. No other representation, promise, or agreement, shall be binding on the parties unless in writing and signed by an authorized officer of Organo Gold.

1. I certify that I am at least 18 years old (or of contractual age in my state of legal residence) and that all information I provided on this Application is accurate. I understand Organo Gold requests my personal tax identification number solely for the purpose of reporting income to the Internal Revenue Service. Under its right of contract, Organo Gold maintains the right to decline my application if I do not provide a valid tax identification number.

2. I understand that I am not required to make any product purchases in exchange for the right to distribute Organo Gold products pursuant to this Agreement, with the exception of a required Starter Kit, which is non-commissionable, and provided at cost.

3. I understand that Organo Gold does not accept initial applications from business entities. Once my personal application is accepted, I will have the option to add a business entity to my account in accordance with the Policies and Procedures.

4. I understand that as an Organo Gold Distributor: a) I am granted the non-exclusive right to offer for sale Organo Gold products and services in accordance with the Agreement, b) I have the right to enroll persons in Organo Gold, and c) If qualified, I have the right to earn commissions pursuant to the Organo Gold Compensation Plan.

5. I agree to abide by the Organo Gold Code of Conduct as detailed in the Organo Gold Policies and Procedures.

6. I agree to present the Organo Gold Compensation Plan and Organo Gold products and services as set forth in literature that is officially produced by Organo Gold.

7. I agree that as an Organo Gold Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Organo Gold. I understand and agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF ORGANO GOLD FOR ANY PURPOSE. Organo Gold is not responsible for tax withholding, and reserves the right to refuse to withhold or deduct from my bonuses and commissions, if any, FICA or taxes of any kind, even if requested or agreed to by me in order to comply with any governmental order of backup withholding. I understand I am responsible to pay all applicable federal and state taxes and/or license fees, including FUTA and state unemployment and workers compensation taxes that may become due as a result of my activities as an Independent Distributor.

8. If eligible, I will be compensated for the products I sell and those products sold through my sales organization. Organo Gold never compensates for the mere act of sponsoring. The sale of products to end consumers must be emphasized in all presentations.

9. I understand that Organo Gold's program is built upon retail sales to the ultimate consumer. I am entitled to purchase product for my own personal or family use, and understand that Organo Gold prohibits the purchase of product or large quantities of inventory solely for the purpose of qualifying for bonuses or advancement in the marketing program. By placing subsequent product orders, I certify that I sold at least 70% or more of all products that I previously purchased. Products certified as sold under this 70% rule are not eligible for repurchase.

10. I have carefully read and agree to comply with the Organo Gold Agreement. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Organo Gold. I understand that these Terms and Conditions, the Organo Gold Policies and Procedures, or the Organo Gold Compensation Plan may be amended at the sole discretion of Organo Gold, and by submitting this application I agree to abide by all such amendments. Amendments shall be binding immediately after notification is released. The continuation of my Organo Gold business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

11. The term of this agreement is one year (subject to prior cancellation for inactivity pursuant to the Policies and Procedures). If I fail to annually renew my Organo Gold business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Organo Gold products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Organo Gold reserves the right to terminate all Independent Distributor Agreements upon 30 days notice.

12. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Organo Gold. Any attempt to transfer or assign the Agreement without the express written consent of Organo Gold renders the Agreement voidable at the option of Organo Gold and may result in termination of my business.

13. I understand that if I fail to comply with any of the terms of the Agreement, Organo Gold may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures, up to and including the termination of my Distributorship. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

14. I represent and warrant that my participation as an Organo Gold Distributor does not breach, violate, or otherwise interfere with any current agreements, past agreements, or surviving clauses of previous agreements, into which I have entered with any other multi-level marketing, direct sales, or other business venture.

15. I understand that my participation as an Organo Gold Distributor does not restrict my participation in another multi-level marketing or direct sales opportunity, except that I shall not, while participating as an Organo Gold Distributor, or for 12 months after my termination, cancellation, or other separation from the Organo Gold program,

participate in any other opportunity that directly competes with Organo Gold in offering ganoderma-based products.

16. I understand and agree that if I elect to participate in another non-competing multi-level marketing or direct sales opportunity, I will maintain separate organizations, independent of one-another, for each such non-competing opportunity.

17. Organo Gold, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Agents"), shall not be liable for, and I release Organo Gold and its Agents from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Organo Gold and its Agents from all liability arising from or relating to the promotion or operation of my Organo Gold business and any activities related to it (e.g., the presentation of Organo Gold products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Organo Gold for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

18. The Agreement, in its current form and as amended by Organo Gold at its discretion, constitutes the entire contract between Organo Gold and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

19. Any waiver by Organo Gold of any breach of the Agreement must be in writing and signed by an authorized officer of Organo Gold. Waiver by Organo Gold of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

20. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

21. This Agreement will be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of laws. In the event of a dispute between an Independent Distributor and Organo Gold arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Organo Gold shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Independent Distributor. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

22. The parties consent to jurisdiction and venue before any federal or state court in the city of Ferndale, County of Whatcom, State of Washington, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

23. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

24. Montana Residents: A Montana resident may cancel his or her Independent Distributor Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

25. If an Independent Distributor wishes to bring an action against Organo Gold for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Organo Gold for such act or omission. Distributor waives all claims that any other statute of limitations applies.

26. I authorize Organo Gold to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

27. I understand that I cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, the Company.

28. The Company reserves the right to accept or reject any applicant and is under no obligation to offer any reason for rejection. The Company is under no obligation to notify an applicant of an incomplete or faulty application.

29. A faxed or online copy of this Agreement shall be treated as an original in all respects.

30. I understand that I am entitled to cancel participation in the marketing program at any time and for any reason upon written notice to Organo Gold. Following the notification of cancellation or termination, the Company will buy back from a resigning Distributor unused and currently marketable inventory and sales aids purchased from the Company within (1) one year prior to the date of cancellation, (no time limit in MA, GA, LA, and WY) at 90% of the Distributor's net cost, less shipping or other appropriate setoffs and legal claims as set forth in the Buy Back provisions of the Organo Gold Policies and Procedures.

AutoShip Program Enrollment and Payment Authorization. If you have elected to participate in the optional AutoShip Program, the following terms apply:

1. By enrolling in the AutoShip Program I understand that I will automatically receive the items I selected on a monthly basis.

2. I may cancel my AutoShip order at any time and for any reason by submitting a written request to Organo Gold at least 2 business days prior to the next scheduled AutoShip date. I understand that cancellations received less than 2 business days before the next scheduled AutoShip date will become effective the following month.

3. I authorize Organo Gold to automatically withdraw payment for my AutoShip order using the method of payment identified on this Application and Agreement or as I may update in my back office.

4. Organo Gold will only withdraw payment equal to the amount of the products I have selected, plus shipping and processing, and any applicable sales tax.

5. I understand that my products will ship when payment clears. Organo Gold will not be responsible for any qualifications, bonuses, or commissions that are missed as a result of declined payments.

6. Cancellation of my participation in the AutoShip program does not automatically cancel my Organo Gold Independent Distributor Agreement.