

Independent Affiliate Application

1 Affiliate Information:

Applicant's Social Security Number (Required for commission checks to be issued)

Gano Excel ID# (To be issued by Gano Excel™ Employee)

Phone Number

Fax Number

Affiliate's Last Name (Business names not permitted initially)

Affiliate's First Name (Business names not permitted initially)

M.I.

Billing Address: Street Number and Name/P.O. Box (US Only)

Apt./Suite #

City

State

Zip Code

Shipping Address: (Only if different from above. Must be an actual address within Continental US, AK or HI)

Apt./Suite #

City

State

Zip Code

* If the shipping address is in an unincorporated zone, please attach a copy of your Sales Tax information to this application.

Email Address

2 Affiliate Co-Applicant Information: (Will you partner with someone in doing your Gano Excel™ business?)

Co-Applicant's Social Security Number

(Required: an Independent Affiliate must be 18 yrs or older OR have a legal guardian sign on their behalf as a co-applicant)

Co-Applicant's Last Name (Business names not permitted initially)

Co-Applicant's First Name (Business names not permitted initially)

M.I.

3 Enroller Information: (The person that introduced you to Gano Excel™.)

Enroller's ID#

First Name

Last Name

4 Placement Information: (Where do you want to be placed in the binary tree?)

Left Side ☐ or Right Side ☐

Sponsor (Placement) ID#

First Name

Last Name

5 Enrollment Option: (Please Select Only One)

- ☐ **ESP 3 Pack** (500 PV/CV) **\$995.00**
- ☐ **ESP 2 Pack** (250 PV/CV) **\$495.00**
- ☐ **ESP 1 Pack** (100 PV/CV) **\$195.00**
- ☐ **Smart Start Plus** **\$100.00+**
- ☐ **Smart Start Pack** **\$30.00**
- ☐ **Affiliate Business Kit** **\$25.00**

Enrollment options and prices shown do not include shipping and handling. Real-time shipping charges may apply. Applicable sales tax will apply based on location. Enrollment form for Continental US, AK or HI residences only.

7 Payment Method:

Check or Money Orders are held for validation before request is processed

☐ Cash ☐ Check ☐ Money Order

Credit Card: ☐ VISA ☐ MasterCard ☐ AmEx ☐ Discover

Credit Card Number

Exp. Date (MM/YY)

CVV2 (See back for details)

Total Amount of Purchase (shipping & tax may be added)

Cardholder Printed Name (As It Appears on Card)

Cardholder's Billing Address

State

Zip Code

Cardholder Signature

6 Shipping Selection: (Please Select Only One)

- ☐ Send to Shipping Address Above
- ☐ **WILL CALL PICKUP** at 4828 4th St. Irwindale, CA 91706

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By signing below, I acknowledge that I have carefully read all of the Terms and Conditions on both sides of this application. I understand the Terms and Conditions contained herewith and agree to be bound by them. I also understand that I may terminate my Independent Affiliate status at any time with written notice to Gano Excel.

Applicant Signature

Date

Co-Applicant Signature

Date



Independent Gano Excel™ Affiliate Application Agreement

Terms and Conditions (See www.ganoexcel.us/policy for complete Policies & Procedures)

By submitting this Independent Gano Excel Affiliate Agreement for consideration:

1. I understand and agree that Gano Excel Policies and Procedures constitutes part of this Independent Affiliate Application Agreement and, when accepted by Gano Excel, they, together with the Gano Excel Compensation Plan and any other document incorporated by reference, form the Agreement between me, as an Independent Affiliate, and Gano Excel.
2. I certify that I am at least 18 (or I'm enrolling with a legal guardian as a co-applicant) years of age and understand that this Agreement is not binding until received and accepted by Gano Excel, in accordance with the Gano Excel Policies and Procedures.
3. I understand I will become an Independent Affiliate (independent contractor) of Gano Excel only upon acceptance of this application by Gano Excel. As an Affiliate, I will have permission to sell authorized products and services in accordance with the authorized Gano Excel Compensation Plan.
4. I acknowledge that, as an Affiliate, I am not purchasing a franchise or exclusive distributorship, and no fees are required from me for the right to distribute Gano Excel's products.
5. I will, as an Affiliate, abide by all laws, rules, and regulations enacted by any governing authority pertaining to this Agreement and the acquisition, receipt, holding, selling, distribution, or advertising of Gano Excel's products, including any licensing or reporting requirements.
6. I will, as an Affiliate, establish and service my customers, be responsible for my own business, and acknowledge that I am not an employee of Gano Excel and that our affiliation is neither subject to nor governed by any employment laws, provisions, taxes or withholdings in the United States of America.
7. I certify that I will operate my business in accordance with all the rules and regulations set forth by Gano Excel Policies and Procedures, and any future amendments, supplements, or replacements.
8. I understand that this Agreement may not be transferred or assigned without written consent from Gano Excel.
9. I agree to, at my own expense, make, execute, or file any reports and be solely responsible for declaration and payment of all taxes that may accrue because of my independent business activities in connection with this Agreement.
10. I understand that, for income reporting purposes, Gano Excel is required by federal law to ask for my Social Security Number. Under its right of contract, Gano Excel will not issue me commissions earned if I cannot, or will not, provide this number and it can be verified correct. Gano Excel will terminate my affiliation immediately, withhold any commissions due me, and report the matter to the appropriate authorities if the number I provide proves invalid.
11. I acknowledge that Gano Excel will report all commissions, rebates, and bonuses I earn, equal to or greater than \$ 600, to the Internal Revenue Service (IRS).
12. I certify, under penalties of perjury, that:
 - A. The Social Security Number shown on this form is my correct taxpayer identification number;
 - B. I am not subject to backup withholding 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 a failure to report all interest or dividends, or (C.) the IRS has notified me that I am no longer subject to back up withholding, and
 - C. I am a U.S. person (including a U.S. resident alien)
13. I realize that the Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid back up withholding.
14. I understand that this Agreement shall automatically renew annually provided that I have maintained active status as an Affiliate by generating a minimum of 50 PV (point value) during a period of six (6) consecutive months.
15. I understand that all rights to bonuses, rebates, and commissions, my Gano Excel business, and the opportunity to purchase products from Gano Excel shall immediately be subject to cancellation should my status become inactive. I understand that I am ineligible to reclaim any organization or sales volume lost due to inactivity (as outlined in published Gano Excel "marketing program/compensation plan".
16. I understand that I am entitled to cancel participation in the Gano Excel marketing program at any time and for any reason upon written notice to Gano Excel. Following notification of cancellation or termination, the sponsoring Affiliate, or Gano Excel will repurchase inventory and in accordance with Gano Excel Policies and Procedures.
17. I certify that neither Gano Excel nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts. I understand that I may not make any verbal or written statements regarding claims of income or potential earnings that might result from my efforts or the efforts of others.
18. I agree to train the Affiliates I sponsor and provide bona fide supervisory assistance to support the sale and distribution of product to end consumers. Examples of bona fide supervision include, but are not limited to, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, personal trainings, company trainings, and other activities that support product sales and distribution. If asked, I will be able to provide evidence to the company, semiannually, of my ongoing fulfillment of these responsibilities.
19. I understand that Gano Excel's program is built upon retail sales and personal consumption. I am entitled to purchase product for my own personal or family use, and I understand that Gano Excel policy prohibits the purchase of product or large quantities of inventory solely for the purpose of qualifying for bonuses or advancement in the compensation program. Likewise, I will not encourage others in the program to purchase excessive inventory to qualify for bonus, overrides, and/or advancements.
20. I understand that no attorney general or other regulatory authority reviews, endorses, or approves any product, affiliation, compensation program, or company and that I can make no such claims to others. In the event a question arises concerning Gano Excel's regulatory or legal status, such questions shall be submitted to Gano Excel in writing.
21. I understand that, on a periodic basis, Gano Excel may supply confidential information in the form of genealogies, reports, and other sensitive material, which will provide me, as an Independent Affiliate, with information concerning my organization. I agree upon receipt of said information, that such information is proprietary and confidential, and I will not disclose such information to any third party, either directly or indirectly, nor will I use the information to compete with Gano Excel either directly or indirectly.
22. I agree to indemnify and to hold Gano Excel blameless from any and all claims, damages, and expenses, including attorney fees, arising out of my actions and conduct in violation of this Agreement.
23. I understand and agree that all claims and disputes relating to this Agreement, the rights and obligations of the parties, or any other claims or causes of action relating to the performance of either party under this Agreement, and/or purchase of products or services, shall be settled totally and finally by arbitration in the City of Irwindale, State of California, in accordance with the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.
24. I acknowledge that my participation in the Gano Excel AUTOSHIP Plan is strictly voluntary. AUTOSHIP orders are processed on scheduled AUTOSHIP days (1st, 5th, 10th, 15th, 20th & 25th of each month). Gano Excel will process & ship all AUTOSHIP orders within one (1) business day of the selected day of the month. If you select a start day more than 28 days from your original order you may not be Active for a period until your AUTOSHIP order is processed. New AUTOSHIP orders must be received by Gano Excel at least five (5) business days before the specified day. An Affiliate may choose to switch AUTOSHIP dates at any time. When AUTOSHIP dates fall on a Saturday, Sunday or Holiday the order will be processed on the closest business day (after or prior to the scheduled date).

CVV2 NUMBER

The CVV2 is an important security feature for credit card transactions on the Internet and over the telephone. "CVV" stands for Card Verification Value.

• **Visa, MasterCard and Discover Cards** - The CVV2 is the three-digit number printed in the signature space on the back of most credit cards. It is always the last group of numbers in the signature space on the back of the card. It is not part of your regular credit card number.

• **American Express** - The CVV2 is a four-digit number located on the front, above the embossed credit card number. It is printed (flat) and not part of the embossed number.

