

GANO EXCEL AUSTRALIA PTY LTD

GANO EXCEL RULES & REGULATIONS

The rules of conduct define the rights, duties and responsibilities of a distributor. These rules are duly established to regulate the relationship between Gano Excel and its independent distributors as well as inter-distributorship. These rules are meant to promote harmony and to preserve the benefits and rights of Gano Excel distributors. These rules are not meant to create unreasonable restrictions over free enterprise or business transactions but to ensure that all distributors enjoy reasonable profits by selling Gano Excel products.

Gano Excel reserves the right in amending these Rules and Regulations without having to issue any prior notice. Any violation of the Rules and Regulations will result in termination of distributorship.

1. ELIGIBILITY TO BECOME A DISTRIBUTOR

- Individuals ages 18 years and above are eligible to apply as Gano Excel distributor.
- All applicants must first be sponsored by an existing authorized Gano Excel distributor.
- The applicant must complete the membership Application Form to signify his/her agreements to abide by the rules and regulations of the company.
- A distributor of Gano Excel is not an agent or representative of the company.
- Each Application for distributorship shall be accompanied with payment as cost towards the lifetime membership and registration fees.
- Double distributorship is strictly prohibited.
- The company has the right to reject any application without assigning any reason whatsoever.

2. RIGHT OF HUSBAND/WIFE DISTRIBUTORSHIP

- A husband and wife must apply together for a single distributorship.
- Husband with more than one legal wife can elect only one wife for the husband/wife distributorship. Subsequent wives who wish to be distributors must be sponsored under this husband/wife distributorship.
- If two distributors have been operating the Gano Excel business independently prior to their marriage, they can have the following options:
 - i) Terminate one party's distributorship and the network of distributors of the terminating party shall still remain in the original line of sponsorship.
 - ii) Maintain the status.
 - iii) Combine their distributorship.

In the case of combined distributorship, both husband and wife shall enjoy all recognition and awards jointly

- With the result that the other party shall thereafter be left to assume sole responsibility for the distributorship and enjoy the benefits derived from it.

3. DEATH AND INHERITANCE

- If a distributor has passed away, the distributorship agreement shall be secured to the beneficiary as stated in the Membership Application Form.
- If the deceased has not named any beneficiary, his/her immediate family has to obtain an approval letter for the company in order to replace the deceased's distributorship.

- Distributors who wish to terminate his/her distributorship must submit a written notice to the company and all distributors in the line of sponsorship will be transferred to his/her immediate upline.

4. PRINCIPLES OF DISTRIBUTORSHIP AND SPONSORSHIP

- Distributors are not allowed to transfer to a different sponsor. The company will not allow distributors to transfer some of all of his/her personal group from one to another.
- Application for the change of sponsor or for the transfer of some or all of personal group sales is prohibited.

5. CHANGE OF ADDRESS

- After an application for distributorship is approved, the company will send to the applicant a welcome letter and your ID number.
- Distributors must inform the company by writing in case of change of address, so that all correspondence can safely reach the right destination.

6. RESPONSIBILITIES OF DISTRIBUTORS/SPONSORS

- Not to sell or display Gano Excel products or business aids for resale in retail location including fairs, exhibitions and other similar events.
- All Directors, Ruby Directors and Diamond Directors are strictly prohibited from actively participating (sponsoring) in other direct selling/networking companies.
- Must present the company's products and programs truthfully and fairly.
- Upon presenting the company's marketing plan, a distributor must:
 - i) Make it clear to the new distributors that profits only come through hard work and committed efforts.
 - ii) Must not make claims for any of the company products other than those found in current company literature and labels. If the reputation of the company is damaged for their reason, the distributor concerned will be held responsible for any cost or damage arising from such actions.
 - iii) The distributor is authorized to sponsor others to be his/her down line distributors.
 - iv) The sponsor must provide the sponsored distributor with a complete set of receipts for both the Application form and any products purchased.
- The sponsor must not make any of the following requests to the sponsored distributors:
 - i) To purchase or store certain amount of products and sales aids.
 - ii) To buy non Gano Excel sales and marketing materials.
- The sponsor must work with, train and motivate his sponsored distributors.

7. RELATIONSHIP BETWEEN THE COMPANY AND DISTRIBUTORS

- Each distributor is an independent business person, whose success or failure depends on his/her own efforts. There is no agency or employment relationship between the company and any distributor. As such, a distributor:
 - i) Must not use the company's name, logo, slogan or trademarks without the written consent of the company.
 - ii) Is not an employee or agent of the company but is an independent distributor.
 - iii) Has no exclusive distributorship right to any territory. All territories are opened to all distributors for marketing of Gano Excel products.

- iv) Must keep all records of income earned and shall be responsible to personally submit such records accurately and pay the due income tax required by law.

8. PRODUCTS LABELING AND PACKING

- Distributors are not allowed to re-label or re-pack any of the company's products.
- All products of the company must be marketed and sold in its original form of packaging.
- The company reserves the right to exercise its discretion in taking acting or terminating any distributor who has violated this policy.

9. PRODUCT PRICING

- Distributors are not allowed to raise or lower the suggested price of any products of Gano Excel with a view to gain higher profit or to promote sales.
- All products of Gano Excel must be sold at the price as decided by the company.
- Distributors are not allowed to carry out their own promotions or give offers to sell company products without written approval from the company.
- Any violation of this policy may result in the company taking disciplinary action or termination of distributorship.

10. PRODUCT GUARANTEE AND REPLACEMENT

- The company guarantees high quality products. If the product purchased by the distributors or consumers are of inferior quality or has manufacturing defects, the company guarantees replacement.
- The product guarantee does not extend to damages or contamination due to expiry, negligence or deliberation.
- A 10 days cooling off period will be extended to consumers for all sales transactions.
- Consumers who wish to exchange any goods purchased can do so as long as he/she provides a good reason and return the said products together with the customer receipt or cash bill.

11. BONUS PAYMENTS

- All sales transactions can be made in cash, cheque or credit card terms and bonus will be paid on the following month based on record of purchase, either by the company's cheque or voucher.
- Any dispute or discrepancy in the bonus statement much be brought to the attention of the company within 14days from the date of receipt of the bonus statement. The company reserves the right to reject any enquiry after the due date.

12. TERMINATION OR CANCELLATION OF DISTRIBUTORSHIP

- In the case of a dispute between two distributors over sponsorship on a newly recruited distributor, the company will determine the right sponsor determining who submitted the application earlier.
- Sponsoring the same distributor and encouraging double distributorship is prohibited and disciplinary action would be taken against such misdemeanor. The company's decision is final.
- The company reserves the right to terminate the distributorship of any distributor for any non-compliance or violation of any of the Code of Ethics and Rules and Regulations

of Gano Excel.

- The company may proceed with legal action for any damage to which it is entitled by law.