



SULADIO

KNOWLEDGE ★ POWER ★ FREEDOM

INDEPENDENT BUSINESS OWNER AGREEMENT

Last Updated: Sep 1, 2024

This Independent Business Owner Agreement (“IBO Agreement”, “this Agreement”) governs the relationship between Suladio and the undersigned. In this IBO Agreement, the terms “we,” “us,” “our,” “the Company” or “Suladio” means Suladio LLC. The terms “Independent Business Owner,” “IBO,” “you” and “your” means the individual who has signed this IBO Agreement and your designated entity, if applicable. Joint reference to the Company and IBO will be “the parties.” BY CHOOSING TO BECOME A SULADIO INDEPENDENT BUSINESS OWNER YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT, THE WEBSITE TERMS OF USE, THE PRIVACY POLICY, THE IBO GUIDE POLICIES AND PROCEDURES, AND ANY AMENDMENTS THERETO. PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING. THEY MAY AFFECT YOUR LEGAL RIGHTS, PARTICULARLY SECTIONS 21-23 BELOW WHICH GOVERN RESOLUTION OF DISPUTES. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT SIGN THIS AGREEMENT.

PRE-CONDITIONS TO BE AN “Independent Business Owner (“IBO”). In order to become an

Independent Business Owner (“IBO”) you must:

- A. Be eighteen (18) years of age or older;
- B. Be a legal resident with a valid tax identification number for your country of residence.
- C. Provide and maintain a user profile in the virtual office, controlled only by you, that lists your current email (also controlled only by you) and contact number;
- D. Consent to receive communications from the Company via email, call, or text;
- E. Provide a PayQuicker account to receive all payments from the Company for successful marketing that results in sales;
- F. Provide completed tax forms as requested by the Company within the time requested.
- G. Pay the Annual IBO Fee.
- H. Provide the Company with your mailing address and notify the Company if it changes.



1. PARTY TO THIS AGREEMENT. You may designate a business entity to receive the money you earn under this Agreement (your “Commissions”). However, signing this Agreement on behalf of a business entity will not remove you as a party to this Agreement. Regardless of whether you sign on behalf of a business entity, you remain personally liable to the Company to perform all the duties set forth in this Agreement.

2. TERM OF AGREEMENT. You understand that this IBO Agreement grants you the nonexclusive right to market and sell access to the Company’s Offerings. This Agreement is in effect the day it is signed and continues for twelve (12) months. All IBOs must renew their IBO Agreement at the end of each calendar year if they wish to remain an IBO. Either party may terminate this Agreement at any time, with or without breach, upon written notice to the other party.

3. CONSIDERATION. For the ability to market Suladio as an IBO, collect commissions on sales, have access to the Virtual Office and customer support, You agree to:
 - A. Pay the annual IBO fee of \$99 USD or the prorated amount otherwise offered by the Company to renew your IBO Agreement annually;
 - B. Market all of the online educational packages the Company offers, the opportunity to become an IBO, and anything else the Company may provide (collectively the “Suladio Offerings”);
 - C. Show customers who have purchased from you how to access the Virtual Office, take the self-assessments, view their education, find their signed purchase agreement, and help them become familiar with the online resources available for their use;
 - D. Provide an on-boarding experience for the IBOs who sign up under you (your “Sub-IBOs”), by making sure they are familiar with the virtual office, the Compensation Plan, the Disclosure Packet, the IBO Guide, and the numerous other marketing resources available to them;
 - E. Comply with this Agreement, the Suladio Compensation Plan (“the Compensation Plan”), the IBO Guide - Policies and Procedures (“the IBO Guide”), the terms of use and privacy policy on our websites and mobile apps, and any other policies and guidelines the Company may communicate to you, along with all applicable laws and regulations; and



4. FEE. The IBO fee is NON-REFUNDABLE after the seven (7) day right of rescission period has passed or the Company has paid you Commissions in excess of the fee paid.

5. AMENDMENTS TO AGREEMENTS AND OTHER DOCUMENTS This Agreement, the IBO Guide, the Compensation Plan, the Terms of Use, and other agreements and documents may change from time to time. You agree that by signing a new IBO Agreement you are agreeing to the new terms. You further agree that for all other agreements and documents an email to your designated email on file and/or a pop-up notification the next time you log-in to the Virtual Office or visit the website is sufficient notification of such changes, and that your continued access, use, marketing and/or collection of commissions constitutes acceptance of such changes. You may choose to no longer market the Suladio Offerings by providing notice to the Company of your withdrawal as an IBO, or by failing to renew your IBO Agreement at the end of the calendar year.

6. INDEPENDENT CONTRACTOR AND RELATIONSHIP. You are an Independent Contractor, not an employee, of the Company. As a self-employed individual, you are not eligible for any of the benefits the Company may provide to its employees, such as health or dental plans, and you are not covered under the Company's workers' compensation or unemployment insurance. You are responsible for paying the applicable taxes on the commissions you are paid and any expenses that arise in your marketing efforts. You agree to obtain any required state or local licenses or registrations as an independent, self-employed seller. Nothing in this Agreement shall be construed to establish an agency relationship, employer-employee relationship, a partnership, or a joint venture between you and the Company. You are not authorized to bind the Company; and you agree that you will not hold yourself out as having such authority.

7. THE IBO OPPORTUNITY. You acknowledge that the only event that results in Commissions is the sale of education packages by you, your Sub-IBOs or other IBOs in your downline. You further acknowledge and will not market contrary to the following:



- A. No Promises or Guaranteed Results. Suladio makes no promise or guarantee that you will make back the money you spend on your Annual Fee, any marketing costs you accrue, or on the purchase of any educational package that you choose to purchase. Suladio further makes no promise or guarantee that you will achieve any income or lifestyle change through the IBO Opportunity. You have read and understand the current Income Disclosure Statement, and you acknowledge that over the past year, a significant number of IBOs earned no Commissions at all. You understand that testimonials of success by other IBOs only reflect their personal experience and do not constitute promises that you are likely to achieve a similar result.
 - B. No Purchase of Education Required. Other than the Annual Fee, no purchase is required to be an IBO. You do not purchase or own the educational packages you sell. Any right to cancel or rescind the purchase belongs to the purchaser. If you choose to purchase a package for personal use, you understand and agree that you have the right to cancel or rescind as set forth in your purchase agreement.
 - C. No business deals or funding. Suladio does NOT find, fund, or do business deals with our customers or IBOs. The Suladio education is for informational purposes only and is not intended to be a business opportunity, franchise, or “starter kit” for a business.
8. CAPACITY. You represent and warrant to the Company that you have full capacity, power, and authority to enter into and perform this Agreement.
9. SALES. You agree to never receive a cash payment from a customer for any of the Suladio Offerings. All sales must be paid in full at the time of purchase. All sales require an electronic purchase Agreement, signed by the customer and submitted to the Company. The Company must receive the signed purchase Agreement and payment through one of the Company’s approved payment methods before the order will be completed.
Approved payments are: VISA, Mastercard, Discover, and American Express. You may not act as a “lender” for customers to make a purchase through Suladio. If you make a purchase of any kind for someone, it will be considered a gift.
10. INDEMNIFICATION AND RELEASE. You hereby waive, release and discharge, and also agree to indemnify, defend and hold harmless, the Company—including all of its employees, officers, directors, principals, members, managers, affiliated companies, attorneys, agents, and other



representatives—from and against all claims (including but not limited to actual or threatened legal actions, demands, and complaints); liabilities (including but not limited to lawsuits, regulatory actions, prosecutions, and investigations involving any court, government agency, non-government agency, or consumer protection organization); losses (including but not limited to damages, judgments, court costs, legal fees, administrative costs and fees, any expenses arising out of any claim or liability as defined above, and any moneys paid to settle any claim or eliminate any liability as defined above) arising out of or relating to any real estate, marketing, business, or any other activity, transaction, dealing, contract, communication, or other matter in which you are a party or participant. You acknowledge that your agreement to indemnify the Company as set forth above is a material part of this Agreement, and that the Company considers it essential to the operation of its business. This section shall survive termination of this Agreement and/or your status as an IBO or customer of the Company.

11. COMMISSION PAYMENTS. Commission amounts will be calculated as set forth in the current Compensation Plan. You will be paid within a reasonable time after the Company receives each payment. You will not be entitled to receive Commissions on any sales unless and until:
 - A. You have executed an IBO Agreement that is currently in effect;
 - B. You have paid the annual IBO fee and the sale has completed;
 - C. The 7-day rescission period on the purchased package has passed, as well as any hold period placed on the payment;
 - D. You have provided a PayQuicker account to receive payment;
 - E. You have filled out the required tax form;
 - F. Your IBO status has not been suspended or terminated; and
 - G. You are in good standing with the Company.

12. TERMINATION AND CHANGE IN STATUS. The Company may terminate your IBO status at any time, and without any prior notice, for any lawful reason. The Company will provide you written notice via the email you provided the Company, letting you know of its decision to do so. The Company also may change your status and restrict your IBO activities as explained in the IBO Guide. If the Company terminates your IBO Agreement for good cause, you will no longer be in good standing with the Company.

13. USE OF NAME, VOICE, LIKENESS AND IMAGE: You consent to allow the Company to take photographs and make audio and video recordings featuring your voice and image at Company events, online or in person. You further consent to the Company's use of your name, voice, likeness and image (in photographs or video recordings) in promotional or educational



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materials and products and services or for any lawful purpose, without any additional permission or authorization from you, and without additional fees or consideration being paid to you. This section shall survive the termination or expiration of this agreement.

14. UNAUTHORIZED RECORDING, DUPLICATION AND DISTRIBUTION. All of the Suladio Offerings and Suladio marketing materials and each element thereof (including the video, audio, words, scripts, and design) are the sole property of Suladio LLC. Any unauthorized copying or use is a violation of the United States Copyright Act and may result in civil or criminal penalties. Making a physical, digital, or a computer-generated copy, or creating a modification or derivative work without the Company's written express permission, is prohibited.

15. SUBMISSIONS TO THE COMPANY. You represent that you own the rights to any photos, videos, audio recordings, written testimonials, or other materials you send to the Company ("your Submissions"), and you consent to the Company's unlimited use of them without fees or consideration being paid to you. You release and waive any and all claims related to the Company's use of your Submissions. You further represent and warrant to the Company that you will provide only true and correct information in your Submissions. If the Company requests supporting documentation, you agree to do so within the time provided. You agree to defend, indemnify, and hold harmless the Company from and against all claims by third-parties resulting from your Submission and use thereof, including a claim based upon the Digital Millennium Copyright Act. This section shall survive the termination or expiration of this Agreement.

16. PRIVATE, CONFIDENTIAL AND/OR PROPRIETARY INFORMATION. The nature of the relationship between you and the Company necessitates frequent access to Company Information that is considered private, confidential and/or proprietary. "Company Information" includes all of Company's trade secrets, proprietary data, and other information relating directly or indirectly to the Company's business, which is not available to the public, including without limitation to:
 - A. Marketing information;
 - B. Lists of leads, customers and IBOs;
 - C. IBO sales information;
 - D. Genealogy of IBOs and Sub-IBOs;
 - E. Your IBO Agreement, IBO Guide, or other guidelines provided only to IBOs;
 - F. Financial, tax, and accounting information pertaining to the Company or any IBO;



- G. Company sales strategy and business plans;
- H. Sensitive, personal information that may or may not be publicly available; and
- I. Any other information known because of your relationship with the Company.

Your use of Company Information is limited to the use for which the information is provided by the Company, which is to support your efforts to market the Suladio Offerings and support other IBOs in their efforts to do the same. You agree that you will not disclose Company Information, except as specifically authorized by the Company, required by court order and/or necessary in the course of marketing and/or team building for the Company. You agree to take all necessary precautions to protect and maintain such information securely, with access limited to those having a legitimate purpose and need for the information.

17. NO LEGAL OR FINANCIAL ADVICE. You understand and agree that any materials, training, etc. provided to you by the Company are not legal or financial advice for your specific situation. The Company recommends you seek legal or financial advice as needed to perform your marketing of the Company's Offerings to ensure you are compliant with this Agreement, as well as local regulations and laws.
18. SUPPLEMENTAL TERMS. Supplemental terms and conditions may apply to certain offers made by the Company, such as rules for a particular skills-based marketing contest, competition, or activity, and the terms and conditions that may accompany them. You agree to be bound by those additional terms and conditions. Any Supplemental Terms will be disclosed to you in connection with those other activities and will apply and govern specifically over such activities. This section shall survive the termination or expiration of this Agreement.
19. WAIVER OF CLASS ACTIONS. YOU UNDERSTAND AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN YOU AND SULADIO, OUR SOLE REMEDY IS IN AN INDIVIDUAL CAPACITY, WAIVING YOUR RIGHT TO LEAD OR PARTICIPATE IN A LAWSUIT INVOLVING OTHER PERSONS, SUCH AS A CLASS ACTION. This section shall survive the termination or expiration of this Agreement.
20. CONSEQUENTIAL LOSS WAIVER. Notwithstanding any other provision of this Agreement, you hereby waive your right to seek any punitive or exemplary damages or any damages for indirect, special, or consequential loss against the Company, its owners, managers, officers, employees, or agents. For the purpose of this clause, "indirect, special or consequential loss" includes:
 - a. any loss of income, profit, or business;



- b. any loss of goodwill or reputation; and
- c. any loss of value of intellectual property.

This section shall survive the termination or expiration of this Agreement.

21. BINDING ARBITRATION/JURY WAIVER. Any dispute or claim between you and the Company arising out of or under this Agreement, the IBO Guide, any Supplemental Terms or any other agreement between you and the Company or any of its owners, employees or representatives (“Dispute”) will be finally settled by binding arbitration in Davis County, Utah, under the Commercial Arbitration Rules of the American Arbitration Association, by one arbitrator appointed in accordance with said rules. The arbitrator will apply the laws of the state of Utah, and the arbitration will be conducted in English. At the request and expense of the requesting participant, the documents can be translated to their preferred language, and they may have an interpreter attend any proceedings. The arbitration proceedings will be closed to the public and confidential. Except as may be required by law, neither party may disclose the existence, content, or results of any arbitration without the prior written consent of all the participants.

The prevailing party (as determined by the arbitrator), if any, shall be entitled to reimbursement from the other party or parties for such costs and expenses (including reasonable attorneys’ fees) incurred in connection with such arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL TO RESOLVE ANY DISPUTE. This section shall survive termination or expiration of this Agreement.

22. THIRD-PARTY CLAIMS. To protect the Company, its assets, and its reputation from claims or disputes created by outside third-parties, you agree that as soon as practicable you will give the Company notice of any claim or suit related to your activities that directly or indirectly puts the Company, its reputation, or any of its tangible or intangible assets at risk. The Company may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to: controlling any resolution steps like mediation, binding arbitration, etc.) to protect itself. This section shall survive the termination or expiration of this Agreement.

23. GOVERNING LAW AND JURISDICTION. You agree that this Agreement shall be treated as if it was entered into in Davis County, Utah, and shall be governed by and interpreted in accordance with the laws of the State of Utah. If a dispute related to this Agreement is submitted to a court, the parties agree to jurisdiction in Davis County, Utah, and Second District Court. This section shall survive the termination or expiration of this Agreement.



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24. SEVERABILITY. If and to the extent that any court of competent jurisdiction holds, that any provision contained in this Agreement is invalid or unenforceable, such holding shall in no way affect the validity of the remaining provisions of the Agreement, which shall continue in full force and effect. This section shall survive the termination or expiration of this Agreement.

Robert A. Smyler

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