

## **IBO REPRESENTATIVES FOR PROWESSA, INC.**

### **Terms and Conditions for Prowessa IBO Representatives**

**Effective Date: November 01, 2024**

Welcome to the Prowessa team as an IBO (Independent Business Owner). By enrolling as an IBO, you agree to and commit to complying with the following terms and conditions. Please read this document carefully before starting your activities as a representative.

#### **Who is IBO Representative:**

An IBO Representative is someone who is in the business of sales. Representative could be doing the sales for himself or herself, or for others.

#### **IBO Representative Requirements:**

1. **System Participation:** The representative must be part of the system as a customer by subscribing to either of the two savings programs we offer (Secure Savings or Premium Savings).
2. **Starter Kit:** The representative must acquire a starter kit issued by the company, which contains essential documents and information for correctly explaining the programs.
3. **Training Course:** The representative must complete a training course issued by the company to be qualified to perform their functions.

#### **Commissions and Earnings:**

4. **Enrollment Commissions:**
  - **Basic Savings Program:** The representative earns \$125.00 for each enrollment.
  - **Golden Savings Program:** The representative earns \$250.00 for each enrollment.
  - **Premium Savings Program:** The representative earns \$500.00 for each enrollment.
  - Commissions will be available for withdrawal within 5 business days after completing the client's enrollment process.
5. **Additional Payments:** The representative receives a 0.5% monthly payment of the amount generated by each enrolled account.
  - These payments are subject to the validity of each program. If an enrolled savings program is canceled, the associated residual payments will also be canceled.
6. **Commission Withdrawals:** Enrollment commissions and earnings from active programs will be available weekly on the representative's portal.
  - To make a withdrawal, the representative must have a minimum balance of \$50.00.

### **Cancellation IBO Representation:**

7. **Reasons for Cancellation:** An IBO Representation may be canceled for any of the following reasons:

- Fraud
- Workplace harassment of any form.
- False promises of non-existent programs within the company
- Receiving cash for the acquisition of any Contract or Representative Enrollment
- Any reason that implies dishonorable conduct.
- Conduct that negatively affects the company's image

### **Effects of Cancellation:**

- 8. Upon cancellation, the representative will lose access to their pending commissions and additional payments effective immediately.
- 9. Further, all the customers will be informed of the cancellation right away.
- 10. Representative can no longer directly or indirectly contact the customers.

### **Payments for Extensions and Special Cases:**

- 11. **Program Extensions:** Representatives do not receive any payment for the 36-month extensions generated by their clients.
- 12. **Special Cases:** If a client requests a pause period on their account for special reasons, the representative will stop receiving payments for those periods.
  - Payments will resume once the client's account is reactivated.

### **13. Modifications to Terms**

Prowessa reserves the right to modify these terms and conditions at any time. Changes will be effective from the date of publication on our website.

- 14. **Applicable Law and Venue:** The terms of this Agreement will be interpreted according to the laws of the State of California, and the venue for litigation will be Santa Clara County. Prevailing party will be entitled to reasonable attorney fees and costs.
- 15. **Contact:** For any inquiries or assistance, please contact our customer service via [contact@prowess4u.com](mailto:contact@prowess4u.com) or (413) 776-9377

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By enrolling as a Prowessa IBO Representative, you acknowledge that you have read, understood, and accepted these terms and conditions.