



# BOGO1-FREE

*where your offers get noticed!*



**Our Non-dilutive Private Equity Agreement**

# INTRODUCTION TO THIS NON-DILUTIVE PRIVATE EQUITY AGREEMENT

My name is Johnny Giles and the [www.bogo-free.com](http://www.bogo-free.com) concept was initially conceived by me. My (2) equal share Partners, not identified herein, and I are working tirelessly to help me create a website and mobile apps platform for launch in early 2019.

This NDPEA (non-dilutive private equity agreement) referred NDPEA has been custom written by me as a tool to raise private equity capital for the advertising, marketing, operation and promotion of BOGO-FREE. The website [www.bogo-free.com](http://www.bogo-free.com) is under the ownership of Into-Reality LP, a limited partnership owned solely by me, Johnny Giles. Please read my FAQ's for a transparent review of my personal background and policies at [www.into-reality.com](http://www.into-reality.com) and feel free to call or text me anytime at 980-505-3079 or email me at [johnny@bogo-free.com](mailto:johnny@bogo-free.com) or at [johnny@into-reality.com](mailto:johnny@into-reality.com) for further dialog after you have read this NDPEA.

This NDPEA is not a "Solicitation for an Investment" and "No Form of Securities are being offered or promised" under this agreement in exchange for capital or credit in any form.

As a seasoned business consultant I have written many of these types of documents for my Clients and I have had the privilege of serving hundreds of Clients since 2007 helping them reach, and many to exceed their goals.

BOGO-FREE is an "Independent Subsidiary" of Into-Reality LP and the technology being developed shall be the sole collateral to secure any capital or credit received. Neither my (2) equal share Partners nor myself are to be deemed personal guarantors as the BOGO-FREE project is a stand alone project with its own unique potential.

Anyone seeking to engage BOGO-FREE as an Equity Partner assumes all applicable liability and risk associated with giving BOGO-FREE capital or credit unsecured or secured only by the technology of the platform(s) themselves. Equity Partner(s) acknowledge this before doing business with BOGO-FREE and Into-Reality LP.

# THE AGREEMENT

On this the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_\_, Johnny Giles, Principal Owner of BOGO-FREE hereby enters into an agreement with the individual Equity Partner, \_\_\_\_\_, who shall allocate the sum of \$\_\_\_\_\_ as (choose only one) \_\_\_ an initial capital injection, \_\_\_ an initial credit line, \_\_\_ the first of multiple milestone based capital injections that is/are payable to Into-Realty LP for BOGO-FREE that total an equity participation of \$\_\_\_\_\_. The Equity Partner identified herein shall be entitled to a return equal to \_\_\_\_\_% of the pre-tax, post expenditure profitability generated by BOGO-FREE upon monetization for a period of \_\_\_\_\_ years. Payment to the Equity Partner will begin \_\_\_\_\_ after the date of monetization that is expected to begin on or before \_\_\_\_/\_\_\_\_/\_\_\_\_\_ and continue until the completion of the term. It is the intentions of BOGO-FREE and its Ownership to ensure that the Equity Partner receives a ROI (return on investment) that is substantial enough to justify the liability and risk assumed by the Equity Partner however no ownership of the "Business" of BOGO-FREE is being given to the Equity Partner.

# SCHEDULED USE OF FUNDS

There shall be no limitations placed on how BOGO-FREE, its Principal Owner(s) and/or Partner(s) can allocate or spend the funds received from the Equity Partner however here is a generalized outline for transparency;

- Partner Incentives
- Advertising, Marketing and Promotions • Meetings and Travel
- Mobile Apps Development
- Software Licensing and Purchase(s)
- Computers and other Hardware
- Social Media Partnerships and Cooperatives
- Mailing, Printing and Shipping
- Hosting and ISP
- Awareness Campaigns
- Other Allocations as deemed appropriate by the Partner(s)

Please read our Business Summary that can be viewed online at this link: [www.bogo-free.com/Summary](http://www.bogo-free.com/Summary) ...and refer to page 13 titled "Itemized Schedule Use of Funds" for an accountability.

The Partner(s) who Own and Operate BOGO-FREE have extensive business development, cooperative development and advertising, marketing and promotional expertise that will be brought to the table of success for BOGO-FREE. The Partner(s) must have flexibility to allocate all funds, capital, credit received without interference from outside Parties. Our Equity Partner(s) must acknowledge this requirement and agree to it unconditionally before allocating any type of funds, capital or credit to us.

This NDPEA is designed to evolve through Addendum(s) being added whereas the core content of this agreement does not change or evolve expect through addendum.

# EQUITY PARTNER ACKNOWLEDGEMENTS

Before signing this NDPEA the Partner(s) of BOGO-FREE require our Equity Partner(s) to read, acknowledge and unconditionally accept the following in exchange for the opportunity to receive the potential return being offered by BOGO-FREE;

1. The Equity Partner(s) who allocate any type of funds, capital or credit to BOGO-FREE through Into-Realty LP and Johnny Giles acknowledge that the technology is the only security against default and that their allocation(s) do not constitute any form of ownership into the business of BOGO-FREE or Into-Realty LP as their return structure is based on the % of pre-tax, post expenditure profitability share as outlined herein.
2. No form of Securities, as outlined by the SEC of the United States of America, are being offered or promised to the Equity Partner(s) in exchange for any type of funds, capital or credit being allocated to BOGO-FREE through Into-Realty LP and Johnny Giles.
3. Johnny Giles, Principal Owner of BOGO-FREE and General Partner of Into-Realty LP, and the (2) equal share Partner(s) of BOGO-FREE are not to be held personally liable in the event of default and/or failure to make repayment to ensure the individual and collective posterity on a personal and private level.
4. The Equity Partner(s) are entitled to the ownership of all Technologies associated with BOGO-FREE in the event of default or failure to make repayment after a period of Arbitration that shall not exceed 18 months after the initial default/failure to make repayment period. Furthermore it is acknowledged by all Equity Partner(s) that in the event of disassociation by either Party the same period of 18 months of Arbitration shall allow all Parties time to reach an agreement and/or new terms.
5. The Equity Partner(s) may request BOGO-FREE and Johnny Giles for an "Exit Strategy" whereas a period of time, not to exceed 12 months, shall be given to BOGO-FREE to facilitate the exit on fair terms agreed upon by both Parties and that if an agreement on exit cannot be reached then the 18 month period of Arbitration shall take over from the date of the conclusion an exit agreement cannot be reached.
6. Equity Partner(s) may receive; a.) an offer for Exit from BOGO-FREE, b.) a transition of % share offer or c.) any form of repayment offer in the event it is necessary based on additional staged funding.
7. Equity Partner(s) will be entitled to the "First Right of Refusal" to provide BOGO-FREE with additional funds, capital, credit for its expansion and growth initiatives at different stages.

# RESPONSIBILITIES OF BOGO-FREE AND ITS PARTNER(S)

All (3) equal share Partners of BOGO-FREE hereby promise the following to our Equity Partner(s) without reservation or hesitation;

1. "We" promise to execute the operational functions of BOGO-FREE to maximize the pre-tax, post expenditure profitability in which each Equity Partner has a % share.
2. "We" promise to adhere to all applicable laws that govern our online platforms and technologies as set forth by the proper authorities and governing bodies within the United States of America where our base of operations shall remain.
3. "We" promise to be transparent in all areas of our business with the exception of protecting our IP (intellectual property) which shall not be fully disclosed.
4. "We" promise to adhere to a self-imposed code of professional ethics and morals to include both honesty and integrity with regards to how we operate BOGO-FREE.
5. "We" promise to use our advanced skills to the fullest extent of our capacity to help assure the maximum financial return to our Equity Partner(s) under this NDPEA.
6. "We" promise to treat our Equity Partner(s) a close friends and to do business for mutual benefit.
7. "We" promise to be fair in our consideration and approval process for adding Addendum(s) to this NDPEA to ensure that the evolution of BOGO-FREE is mutually beneficial to our equity Partner(s) and Ourselves.

## **Additional Notifications**

Addendum(s) added to this document must be signed by the Equity Partner and one of the (3) Partners for BOGO-FREE under the approval of or execution by Johnny Giles.

Both the Equity Partner(s) and the (3) equal share Partners for BOGO-FREE formally acknowledge that this initial NDPEA has been drafted by Johnny Giles without the assistance of legal representation and that ever effort has been made to be transparent and fair.

# ASSIGNMENT OF BENEFICIARY BY EQUITY PARTNER

The Equity Partner identified in this NDPEA hereby assigns the following Beneficiary to receive payments from BOGO-FREE in the event that he/she becomes incapacitated for any reason and unable to conduct business directly and/or dies. The Equity Partner acknowledges that the Beneficiary shall have a "Silent Role" as a receiver of payments due to the Equity Partner only in which all other acknowledgments and responsibilities are partial voided.

Beneficiary Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Equity Partner: \_\_\_\_\_



## Procedures

Once BOGO-FREE becomes aware that the Equity Partner has become incapacitated or dies, the Beneficiary will be contacted by BOGO-FREE within 30 days and notified of how fund repayment allocations will be made. Every effort will be made by BOGO-FREE to allocate the balance of repayment, in agreed upon payments as outlined in this NDPEA, to the Beneficiary in a manner they request as long as doing so does not violate any applicable laws.

# SIGNATURES IN AGREEMENT

The signatures below represent an unconditional agreement between the Equity Partner identified herein and the (3) equal share Partners of BOGO-FREE. Any additions to this initial 7 page NDPEA shall be deemed valid when signed by the Equity Partner and at least one of the equal share Partners of BOGO-FREE.

Equity Partner Signature:

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Date:

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Printed Name of Equity Partner:

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BOGO-FREE Partner Signature:

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Date:

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Printed Name of BOGO-FREE Partner:

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## Addendum(s)

#1 on \_\_\_\_/\_\_\_\_/\_\_\_\_, # of Pages \_\_\_\_.

#2 on \_\_\_\_/\_\_\_\_/\_\_\_\_, # of Pages \_\_\_\_.

#3 on \_\_\_\_/\_\_\_\_/\_\_\_\_, # of Pages \_\_\_\_.

#4 on \_\_\_\_/\_\_\_\_/\_\_\_\_, # of Pages \_\_\_\_.

#5 on \_\_\_\_/\_\_\_\_/\_\_\_\_, # of Pages \_\_\_\_.