



Send completed forms to:  
 UNITED FIRST FINANCIAL AGENT SUPPORT  
 14950 S. Pony Express Road, Bluffdale UT, 84065 USA  
 Fax 801.516.9433 Toll Free 1.866.307.3201

**OFFICE USE ONLY** Agent ID # \_\_\_\_\_

**MONEY MERGE ACCOUNT™ INDEPENDENT AGENT APPLICATION**

United First Financial is committed to helping homeowners get out of debt and be financially free. As a Money Merge Account Independent Agent, you will be a contributor in helping achieve true home ownership. It is our hope that you will be dedicated to this goal. As a representative for United First Financial, it is essential that you maintain professional conduct toward all potential clients, clients, other Money Merge Account Independent Agents, and United First Financial home office personnel. We appreciate your efforts in helping maintain a professional attitude with regard to United First Financial. We are here to support you as you expand your client base and build your sales team force. To help you in your efforts, we have provided marketing material on the www.unitedfirstfinancial.com Web site.

Please complete all forms and mail or fax to the United First Financial corporate office. (PLEASE type or print clearly in black ink)

**PERSONAL INFORMATION**

Full Legal Name \_\_\_\_\_  Male  Female

Spouse \_\_\_\_\_

Social Security/Social Insurance No.           Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Office Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

Office Phone \_\_\_\_\_

E-Mail (required) \_\_\_\_\_

Please note that all e-mails used in regard to United First Financial and the Money Merge Account system must be professional and contain appropriate names / wording.

**HIERARCHY INFORMATION**

Recruiter \_\_\_\_\_

Agent ID #

If new Agent placement is to be under another Independent Agent, please specify their information below:

AgentName \_\_\_\_\_

Agent ID #

**APPLICATION PROCESSING FEE CERTIFICATION**

There is a \$175 USD non-refundable application fee for processing of the application and other licensing requirements. This one-time fee covers both the Agent sign-up administration cost and operational fees for the Agent's replicated Web site for the first 12 months. After the first 12 months, the replicated Web site fee is \$14.60 USD per month.

Method of Payment

Money Order / Cashier's Check  Personal Check # \_\_\_\_\_ Credit Card:  Visa  MasterCard  Discover

Credit Card Number                      Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Cardholder name (as it appears on the card) \_\_\_\_\_

I acknowledge and understand that this fee is non-refundable. I acknowledge and understand that I am responsible for any examination fees (if applicable) as well as any government licensing fees. I acknowledge and understand that I am responsible for fees pertaining to pre-licensing training and education.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**  \$175 Fee Paid  Approved  Declined  Contract Sent  Processed By \_\_\_\_\_ Date \_\_\_\_\_



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Please complete all forms and mail or fax to the United First Financial corporate office. (PLEASE type or print clearly in black ink)

**PERSONAL INFORMATION**

Business Name \_\_\_\_\_

Individual Representing the Business \_\_\_\_\_

Employer Identification No./Business No.

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Office Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

Office Phone \_\_\_\_\_

E-Mail (required) \_\_\_\_\_

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**HIERARCHY INFORMATION**

Recruiter \_\_\_\_\_

Agent ID #

If new Agent placement is to be under another Independent Agent, please specify their information below:

Agent Name \_\_\_\_\_

Agent ID #

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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## INDEPENDENT AGENT CONFIRMATION OF UFIRST POLICIES AND PROCEDURES

**Instructions:**

Each new and current Independent Agent with United First Financial, LLC (*“UFirst”*) will read and check **“YES”** beside each line item to confirm that he/she has read and will comply with the specific policy or procedure presented. Sign and date where provided at the bottom, then submit this sheet to Agent Support at the home office. Failure to submit with **“YES”** confirmed will preclude the Independent Agent from making any presentation of the UFirst Money Merge Account™ presentation.

**NOTE:** The following items are summaries from the UFirst Statement of Policies and Procedures document; see the referenced paragraphs in that document for more information. Also see the Independent Agent Marketing Guidelines for specific examples. Nothing given on this page is intended to amend or delete existing contract language.

YES NO

- Independent Contractor Status:** I acknowledge that I am an **Independent Contractor**, and am not the purchaser of a franchise or a business opportunity. I am not in an employer/employee relationship, agency, partnership, or joint venture with UFirst. Use of the UFirst name on any item not produced by UFirst is prohibited except as follows:  
**Independent Agent's Name**  
**UFirst Independent Agent ID#** [see 3.14 – 3.18 in their entirety]
- No advertising of any kind:** I will not use nor produce any advertising or marketing material, without express, specific written permission from the Compliance Department of UFirst. Without limitation, this includes any media ads, brochures, flyers, banners, personally-created Web sites, car signs, or any item that includes the name, logos, trademarks, slogans, photographs, employee or agent likenesses, etc., of UFirst, to promote an independent UFirst business or event. No UFirst-produced materials may be reproduced or sold to others or included in a package for sale. Personal stationery, business cards, or other marketing materials not obtained directly from UFirst shall **NOT** carry any UFirst logo, symbol, trademark, slogan, or sales content. [3.2.1, 3.2.3]
- No media contact:** I shall not attempt to contact media or respond to media inquiries regarding UFirst, its products or services, or my independent UFirst business for any reason. All contact from the media or inquiries made by any type of media shall be immediately referred to the Compliance Department of UFirst. Violators are subject to immediate termination of their Independent Agent Agreement and or applicable legal action. [3.2.4]
- No spamming:** I shall not send unsolicited commercial emails or fax transmissions, unless such broadcasts strictly comply with applicable laws and regulations including, without limitation, the federal CAN-SPAM Act (US) and the Personal Information Protection and Electronic Documents Act (Canada). Any email or facsimile sent by me that promotes UFirst, the UFirst opportunity, or any UFirst product or service shall comply with applicable *Statement of Policies & Procedures* paragraphs [especially 3.2.5 and 3.2.6].
- No unauthorized claims:** I am fully responsible for all of my verbal and written statements that are not expressly contained in official UFirst materials regarding UFirst products, services, and the Marketing and Compensation Plan. I agree to indemnify UFirst and its directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by UFirst as a result of my unauthorized representations or actions. I will not claim, elude, suggest, or persuade any person(s) that UFirst and/or the Money Merge Account system are endorsed by, related to and/or affiliated with any other company, institution, and/or individual. I will further make no claim of income, whether earned or potentially available, in any unauthorized manner. [3.6.1, 3.6.2]
- Non-disclosure and non-compete:** I shall not disclose any proprietary information that may be made available to me (including genealogy reports, customer lists, or other documentation), nor will I attempt to solicit those Independent Agents of UFirst nor prospective clients or recruits of those Independent Agents for enrollment in other programs or activities. [3.9, 3.10 and 3.11 in their entirety]
- Purchase of product for personal use:** I acknowledge and understand that although I may purchase UFirst products for my personal use, such purchase is **NOT REQUIRED** to participate in the UFirst business opportunity.
- No alterations to company materials:** I agree that UFirst scripts and documents, whether audio, visual, electronic, printed or in any format, shall not be altered, abridged, or added to in any manner.

\_\_\_\_\_  
Print Agent or Company name

\_\_\_\_\_  
Agent ID or sponsor name

\_\_\_\_\_  
Agent signature

\_\_\_\_\_  
Date signed

# UNITED FIRST FINANCIAL INDEPENDENT AGENT CONTRACT

INDEPENDENT CONTRACTOR, WEBSITE ACCESS; NON-COMPETITION, NON-DISCLOSURE, AND NON-INTERFERENCE AGREEMENT AGREEMENT, dated as of \_\_\_\_\_, 200\_\_\_\_, by and between **UNITED FIRST FINANCIAL, LLC** a Utah company (the "Company"), and \_\_\_\_\_ ("Independent Agent"). The Company and Independent Agent are sometimes hereinafter collectively referred to as the "Parties" or, individually, as a "Party."

## RECITALS

The Company has developed and established a certain program known as the Money Merge Account™ Program (the "Program"), the primary purpose of which is to assist homeowners and others in paying off home mortgages and other loans (collectively, "Loans" or, individually, a "Loan") in accelerated time-frames, thereby reducing the amounts of interest paid on such Loans. On the terms and conditions set forth herein, Independent Agent desires to market, offer, and sell the Program to "Qualified Clients" (as such term is hereinafter defined), and the Company desires Independent Agent to market, offer, and sell the Program to such Qualified Clients. In connection with performing Independent Agent's duties and obligations hereunder, Independent Agent shall regularly have access to and use a certain "Website" (as such term is hereinafter defined), established by the Company to facilitate the marketing and use of the Program. As more particularly set forth herein, Independent Agent agrees to keep confidential a number of matters related to the Website. Independent Agent shall also become aware of a significant number of additional "Confidential Matters" (as such term is hereinafter defined), which Confidential Matters shall include, but in no event be limited to, matters relating to the Website. As a consequence of the damage that would be caused to the Company in the event that any of the Confidential Matters are improperly used by or through Independent Agent, whether to compete with the Program, or otherwise, Independent Agent is expressly agreeing to the "Covenant Not To Compete," the "Covenant Not To Disclose," and the "Covenant Not To Interfere" more particularly set forth herein. IN CONSIDERATION of the mutual premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing Recitals are incorporated by this reference.

2. **Term; Termination.** This Agreement shall commence on \_\_\_\_\_, 200\_\_\_\_, and shall continue indefinitely unless terminated in accordance with this Agreement.

Either party may immediately terminate this Agreement at any time due to a fundamental breach of this Agreement by the other party, by providing written notice to that party. Either party may terminate this Agreement at any time for a reason other than a fundamental breach of the Agreement by the other party by providing the other party with thirty (30) days written notice of the termination of this Agreement. The Independent Agent understands and agrees that notwithstanding the termination of this Agreement by either party for any reason, the Independent Agent's obligations, duties, and covenants as set out in paragraphs 7, 11, 12, 13 and 14 to this Agreement shall continue following the termination of this Agreement.

3. **Program; Software.** Based upon its expenditure of significant amounts of time, money, and, other resources, the Company has developed and established the Program, which is designed to assist homeowners and others in repaying Loans in accelerated time-frames. The Program consists of a number of interrelated component parts including, but not limited to, processes, procedures, and methods which utilize, in combination, home equity and other lines of credit (collectively, "Lines of Credit" or, individually, a "Line of Credit"), credit cards, information relating to home mortgages, other Loans, and other instruments and evidences of debt, cash, certain "Software" (as such term is hereinafter defined), and other components. By properly and timely utilizing all of the component parts of the Program, Qualified Clients can repay their Loans in accelerated time-frames, thereby reducing the amounts of interest which would otherwise be paid in connection with such Loans. In the event that Qualified Clients only partially utilize the component parts of the Program, or in the event that Qualified Clients do not utilize all of such components parts in a timely manner, the savings associated with the accelerated prepayments made by such Qualified Clients, as well as the amounts of interest which they save, will be less than if all of the component parts of the Program had been properly and timely used, and possibly significantly less.

As used herein, the term "Software" shall mean and refer to all computer software at any time developed by, through, or for the Company and used in connection with the Program, as such Software is from time to time modified, enhanced, substituted, and replaced. The Parties expressly acknowledge and agree that it is fully expected that, from time to time, the Software will be modified, enhanced, substituted, and replaced.

4. **Services; Qualified Clients.** The Company hereby engages Independent Agent to perform the services (collectively, the "Services") of marketing, offering for sale, and actually selling the Program to qualified persons and entities (collectively, "Qualified Clients" or, individually, a "Qualified Client") who could potentially benefit from the use of the Program. Independent Agent acknowledges that the final decision as to whether a particular person or entity qualifies and will be accepted as a Qualified Client shall be made by the Company in the Company's sole and absolute discretion. Independent Agent further understands and agrees that, for reasons determined to be sufficient by the Company in the Company's sole and absolute discretion, the Company shall be permitted to reject any application made by any person or entity to participate in the Program, even if such person or entity might, in other circumstances or at other times, be determined to be a Qualified Client. In providing the Services, Independent Agent shall fully comply with the terms and conditions set forth herein and in the various materials and information that are from time to time provided by the Company.

5. **Commissions.** The Parties agree that Independent Agent shall be entitled to receive the "Commissions" as published and in effect on Company's website with such Commissions constituting full payment for the Services rendered by Independent Agent hereunder. The Independent Agent understands and agrees that the Company may modify, supplement, or replace the Commission Schedule set out in Exhibit "A" at any time by providing thirty (30) days prior written notice to Independent Agent. Commissions shall only be deemed to be earned by, and to be payable to, Independent Agent upon the occurrence of all of the following events: (i) the applicable Qualified Client submitting signed versions of the application and other documents (collectively, the "Application Documents") from time to time required by the Company, (ii) the Company approving the Application Documents, (iii) the Company approving and accepting the applicable person or entity as a Qualified Client, and (iv) the Qualified Client actually paying, to the Company, the full amounts (collectively, the "Enrollment Amounts" or, individually, an "Enrollment Amount") from time to time charged by the Company for enrollment into the Program. Enrollment Amounts shall be remitted to the Company, in full, within five (5) business days of the date that the Company provides written notification that the applicable person or entity has been accepted as a Qualified Client. Independent Agent agrees to sign such receipts as the Company shall request in order to acknowledge Independent Agent's receipt of Commissions.

If this Agreement is terminated in accordance with paragraph 2 of this agreement, the Independent Agent shall be paid for any Qualified Client that was marketed to by the Independent Agent who is approved and accepted by the Company following the termination of this Agreement, subject to the terms and conditions for the payment of Commissions as set out above in this paragraph 5.

6. **Training And Program Information; No Unauthorized Uses Or Representations.** The Company shall from time to time provide, and Independent Agent shall be required to attend, training and instructional sessions relating to the processes, procedures, methods, and other operational details (collectively, "Operational Matters") relating to the Program, as such Operational Matters may from time to time be modified, enhanced, supplemented, otherwise altered, substituted, or replaced. The Company shall also, from time to time, provide to Independent Agent various verbal, printed, and other information and materials (collectively, "Program Information") relating to the Program and the Operational Matters. As a consequence of: (i) the multiple facets and considerations associated with the Program and the Operational Matters, (ii) the Company's expectation that future modifications, enhancements, supplements, other alterations, substitutions, and replacements (collectively, "Future Modifications") will be made to each and all of the Program, the Software, the Operational Matters, and the Program Information, and (iii) the Company's belief that Future Modifications will significantly affect both the operation of the Program and the results that the Program produces for Qualified Clients, Independent Agent acknowledges and agrees that it is imperative that Independent Agent attend the training and instructional sessions provided by the Company. In the event that Independent Agent fails or refuses to attend such training and instructional sessions, such failure will amount to a fundamental breach of this Agreement by the Independent Agent.

Independent Agent may only use the Software, the Operational Matters, and the Program Information in connection with marketing, offering, and selling the Program. Independent Agent shall be deemed to have been granted a revocable license to use the Software, the Operational Matters, and the Program Information, which license shall be deemed to be automatically revoked upon the termination of this Agreement. Further, the Company's written approval must be secured prior to Independent Agent using any materials which bear the name, logo, or any other identifying marks of the Company or the Program.

Because of the multiple component parts relating to the Program, as well as the expected Future Modifications, Independent Agent expressly agrees that Independent Agent will make no representations or warranties to actual or prospective Qualified Clients, or to any other third parties, other than those expressly authorized in writing at training and instructional sessions or as set forth in the then-current printed versions of the Information. Independent Agent further agrees to provide, to all prospective or actual Qualified Clients, copies of all then current printed materials associated with the Program. Independent Agent expressly agrees that Independent Agent shall be solely and individually responsible for all claims, damages, liabilities, causes of action, lawsuits, and like or similar matters (collectively, "Claims") which at any time arise or occur as a consequence of unauthorized representations and warranties made by Independent Agent, and Independent Agent hereby agrees to indemnify, defend, and hold harmless the Company in connection with any and all of such Claims.

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**7. Website Matters.** In connection with facilitating the performance of Independent Agent's services hereunder and increasing the efficiency of the operations of the Program, the Company has established a certain website (such website, together with all future websites and all modifications, enhancements, replacements, and substitutions thereto are sometimes hereinafter referred to individually and collectively as the "Website"). Independent Agent expressly acknowledges and agrees that all of the information, data, methods, and other matters associated with the Website are considered to be Confidential Matters, and may not be disclosed or used except in connection with the terms and conditions of this Agreement. Included among Independent Agent's confidentiality and non-disclosure obligations with respect to the Website, but in no event limiting such obligations, are the following: (i) an obligation to keep private, and not to disclose to any third party without the prior written consent of the Company, which consent may be withheld for any reason or cause, Independent Agent's password to access the Website, (ii) an obligation to utilize the Website and all information, data, and other matters at any time included thereon solely for purposes relating to the marketing, offering for sale, or operation of the Program. No "Independent Agent-Related Party" (as such term is hereinafter defined) shall be entitled to have access to or utilize the Website or Independent Agent's password unless such Independent Agent-Related Party shall have also executed a document that is substantially identical to this Agreement.

**8 Independent Agent Relationship; Authority.** Independent Agent is an independent contractor and is not an employee, agent, partner, or joint venturer of or with the Company. The Company has retained Independent Agent to perform the Services, but Independent Agent shall determine the legal means, the times, and all other matters by or through which Independent Agent performs such Services. The Company is not responsible for withholding, and shall not withhold, CPP, EI, payroll withholding, or other taxes of any kind from any payments which the Company or any other person or entity may at any time remit to Independent Agent. Neither Independent Agent nor any of Independent Agent's employees, agents, representatives, Independent Agents, subIndependent Agents, or other similar persons or parties (collectively, "Independent Agent-Related Parties" or, individually, a "Contract-Related Party") shall be entitled to any benefits or other similar matters to which employees of the Company are entitled including, but not limited to, workers' compensation coverage, unemployment compensation, medical insurance, dental insurance, other health insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, other retirement benefits, or other benefits or amounts. Independent Agent currently possesses, and at all times during the Term will continue to possess and will additionally cause all of the Independent Agent-Related Parties to possess, all applicable licenses and certifications, if any, necessary or appropriate in connection with Independent Agent performing the Services.

**9. Independent Agent-Related Parties.** If Independent Agent utilizes any Independent Agent-Related Parties to assist Independent Agent in furnishing the Services, all of such Independent Agent-Related Parties must possess all applicable licenses and certifications, if any, and Independent Agent shall be solely responsible for paying or otherwise compensating such Independent Agent-Related Parties. Independent Agent shall also be solely responsible for: (i) paying any and all taxes, workers' compensation, unemployment compensation, medical insurance, dental insurance, other health insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, and other benefits in any way relating to Independent Agent and all Independent Agent-Related Parties, and (ii) causing all Independent Agent-Related Parties to execute and deliver documents which are substantially identical to this Agreement.

**10 Insurance.** Independent Agent shall, promptly upon demand, furnish the Company with current certificates of coverage of Independent Agent and the Independent Agent-Related Parties, and proof of payment by Independent Agent, for workers' compensation insurance and, if applicable, general liability insurance, motor vehicle insurance, and such other insurance as the Company may require from time to time.

**11. Risks; Indemnification.** Independent Agent shall perform the Services at Independent Agent's own risk. In addition to all other indemnification obligations of Independent Agent set forth herein, Independent Agent shall indemnify, defend, and hold harmless the Company from any claim, demand, loss, liability, damage, or expense (including attorneys' fees and collection costs) associated or arising in any way from the Services performed by Independent Agent or any Independent Agent-Related Parties, including but not limited to any claims by the Canada Revenue Agency or any other tax agency in Canada with respect to Independent Agent's failure to remit any taxes due.

**12. Rights And Data.**

A. The Company shall have the exclusive right to the following: (i) all original technical data or written material subject to intellectual property rights of any kind, including without limitation written materials, works of authorship, works subject to copyright, artistic works (including logos, designs and graphics of any kind), inventions (whether or not patentable and whether or not reduced to practice), processes, concepts, technical data or written material authored, developed, created, conceived of, invented, originated or prepared by Independent Agent for the Company during the Term including, but not limited to, the Software, other computer software, designs, advertising, and marketing plans and materials; and any and all ideas, concepts, know-how, or techniques relating to such technical data or written material developed during the Term by Independent Agent or any Independent Agent-Related Parties, or jointly by Independent Agent and the Company; and (iii) all improvements, modifications, alterations, enhancements, substitutions, or replacements to any of the foregoing.

B. Independent Agent agrees that all technical data or written material originated or prepared by Independent Agent for the Company during the Term including, but not limited to, the Software, other computer software, designs, plans and specifications, all ideas, concepts, know-how, or techniques relating to such technical data or written material developed (collectively, "Work"), solely or jointly, is "work made in the course of employment" as that phrase is used in the Copyright Act (Canada). The Company shall be first owner of the Work and shall be deemed to be the author of the Work, with full right to apply for registration of copyrights or patents in and with respect to the Work, or any portion thereof, in the United States and all foreign countries. Independent Agent shall cause all Independent Agent-Related Parties assisting in creating or contributing to the Work to execute a similar acknowledgment that the Work is "work made in the course of employment." The Independent Agent will execute any and all further assurances, including written assignments, reasonably required by the Company to perfect and register its rights in and to the Work.

C. Independent Agent will promptly communicate and disclose to the Company all improvements, enhancements, modifications, substitutions, and replacements referred to in this Section, whether patentable or subject to copyright or not. If requested by the Company, Independent Agent shall also execute all documents necessary to assign such items to the Company free of encumbrances and restrictions. All assignments shall include the patent and copyright rights in Canada and all foreign countries.

**13. Covenant Not To Compete; Confidential Matters; Covenant Not To Disclose, And Covenant Not To Interfere; Independent Agent-Related Parties To Be Bound By Covenants; Injunctive Relief.**

A. **Covenant Not To Compete.** As a consequence of the significant damages which would be incurred by the Company: (i) in the event that Independent Agent were to compete with the Program or utilize Confidential Matters for purposes other than those expressly authorized in or contemplated by this Agreement, or (ii) in the event that Independent Agent causes or facilitates others to compete with the Program or to utilize Confidential Matters for purposes other than those expressly authorized in or contemplated by this Agreement, Independent Agent hereby expressly covenants and agrees (the "Covenant Not To Compete") that, for a period commencing upon the date hereof and concluding upon the date that is twenty-four (24) months after the date this Agreement terminates, for any reason, Independent Agent shall not, directly or indirectly, whether individually, as an officer, director, shareholder, member, other owner, principal, manager, general or limited partner, joint venturer, employee, independent contractor, agent, representative, or otherwise, participate in, or become or be interested in, associated with, employed by, or perform services for, any other person, corporation, firm, partnership, limited liability company, or other entity whatsoever which is engaged, within the "Protected Area" (as such term is hereinafter defined), in any business, industry, or program that in any manner competes with the Program. As used herein, the term "Protected Area" means Canada.

B. **Confidential Matters; Covenant Not To Disclose.** Independent Agent acknowledges and agrees that, at all times during the Term, as well as at the time Independent Agent's independent contractor relationship with the Company terminates, Independent Agent will be familiar with many matters relating to the Company and the business of the Company including, but not limited to, the technical data, written material, or information referred to herein or therein, the Program generally, the Information, the Software, other computer software, the Website, information about costs, profits, markets, suppliers, vendors, sales, trade secrets, business ideas related to the Company or its business, plans, processes, lists of actual and potential Qualified Clients, documents, information, and other matters (each and all of the foregoing are sometimes hereinafter referred to collectively as "Confidential Matters"). Independent Agent expressly acknowledges that, while some of the component parts utilized in connection with the Program, such as credit cards, Lines of Credit, principal mortgages, and other component parts are not themselves Confidential Matters, the processes, procedures, combinations, methodologies, and applications in which such component parts are utilized are Confidential Matters. Independent Agent expressly agrees that, as between the Company and Independent Agent, all of the Confidential Matters will be deemed to be confidential, and to materially affect the effective and successful conduct of the Company's business and the goodwill of the Company. Independent Agent hereby expressly covenants and agrees that, from and after the date hereof, Independent Agent will at all times keep secret all Confidential Matters and not directly or indirectly disclose them (the "Covenant Not To Disclose") to anyone outside of the Company or otherwise use any Confidential Matters or use Independent Agent's knowledge of any Confidential Matters, for Independent Agent's own benefit or for the benefit of others, except as is reasonably required in connection with performing the Services, or except with the prior written consent of the board of directors of the Company, which consent may be withheld for any or no reason.

C. **Covenant Not To Interfere.** Independent Agent further expressly agrees that, during the Term and for a period of twenty-four (24) months thereafter, Independent Agent will not, without the express written consent of the board of directors of the Company, which consent may be withheld for any or no reason, interfere (the "Covenant Not To Interfere") with any person who is at the time of the termination of the Term, or who was at any time during the twelve (12) months immediately prior thereto, an employee, independent contractor, agent, representative, or associate (collectively, "Company-Related Persons" or, individually, a "Company-Related Person") of the Company. Such interference might include, but would not necessarily include or be limited to, inducing or attempting to induce any such Company-Related Person(s) to leave the employ of the Company for purposes of engaging in a business which competes with the

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Company's business, inducing or attempting to induce any such Company-Related Person(s) to leave the employ of the Company for any other reason, inducing or attempting to induce such person to divulge Confidential Matters relating to the Company, or any like or similar matter.

**D. Independent Agent-Related Parties To Sign Documents Agreeing To Be Bound.** Independent Agent expressly agrees that, in addition to applying to Independent Agent, the terms, conditions, provisions, restrictions, and other matters pertaining to the Covenant Not To Compete, the Covenant Not To Disclose, and the Covenant Not To Interfere, shall also apply to all Independent Agent-Related Parties. In connection therewith, Independent Agent agrees to cause all Independent Agent-Related Parties to execute written agreements which are substantially identical to this Agreement.

**E. Injunctive Relief.** Independent Agent agrees that a violation of any of the Covenant Not To Disclose, or the Covenant Not To Interfere, or a violation of any portions thereof, will cause irreparable injury to the Company, and that the Company shall be entitled, without the need to prove that damages are not an adequate remedy or post security or undertaking as to damages, in addition to any other rights and remedies the Company may have, at law, in equity, or by agreement, to temporary and permanent injunctive relief enjoining and restraining Independent Agent and any applicable Independent Agent-Related Parties from doing or continuing to do any such act and other or threatened violations of this Agreement.

**F. Liquidated Damages.** Independent Agent understands that, in the event of the breach or violation of any of the terms, conditions, provisions, restrictions, or other matters pertaining to any of the Covenant Not To Compete, the Covenant Not To Disclose, or the Covenant Not To Interfere, damages will be difficult to calculate. As a consequence, in the event of such a breach or violation, and for each individual breach or violation, Independent Agent agrees to pay, to the Company, liquidated damages in the agreed upon amount of One Hundred Thousand and No/100 Dollars (\$100,000.00 USD) per breach or violation.

**14. Default; Remedies.** In addition to all of the other rights and remedies described herein, in the event of the occurrence of a breach, default, or Event of Default (collectively, a "breach") by a Party of any of such Party's representations, warranties, duties, obligations, or covenants hereunder, the non-breaching Party shall be entitled to exercise all remedies available to such non-breaching Party, whether by agreement, at law, or in equity. All rights and remedies exercised by any Party hereunder shall be deemed to be cumulative and not exclusive.

**15. Assignment.** The Company may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of Independent Agent. Because the Services rendered hereunder are personal, Independent Agent may not assign any of Independent Agent's rights or duties under this Assignment without the prior written consent of the Company, which consent may be withheld for any reason or no reason.

**16. General Provisions.**

A. This Agreement constitutes the entire agreement of the Parties hereto with respect to the matters discussed herein and cannot be altered by prior oral representations or prior negotiations, all of which are deemed to have been merged into this Agreement. This Agreement may not be changed or modified except by a writing signed by all of the affected Parties hereto.

B. The terms and conditions of this Agreement shall be binding upon the respective heirs, legal representatives, trustees, successors, and assigns of the Parties hereto.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah. The Parties expressly agree and consent that the courts of Salt Lake County, Utah shall have exclusive jurisdiction over all actions arising from, out of, or with respect to this Agreement.

D. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be considered divisible as to such provision and such provision shall thereupon be inoperative and shall not be part of the consideration moving between the Parties. The remaining provisions of this Agreement shall, however, continue to be valid and binding and of like effect as though such provision were not included herein.

E. In the event of a breach by a Party hereto (the "breaching Party") of such breaching Party's warranties, representations, obligations, or responsibilities herein, such breaching Party shall pay to each other Party (collectively, the "non-breaching Party") enforcement and collection costs, including reasonable attorneys' fees and legal expenses, regardless of whether the breach is ultimately cured, and regardless of whether formal legal proceedings are commenced. A non-breaching Party may pay a third-party to assist in enforcing its rights hereunder, and the breaching Party shall pay the costs and expenses of such enforcement. Costs and expenses shall include, but not be limited to: (i) a non-breaching Party's reasonable attorneys' fees and legal expenses, whether or not such expenses are incurred by a salaried employee of the non-breaching Party, (ii) reasonable legal fees and expenses for bankruptcy proceedings including, but not limited to, efforts to modify or vacate any automatic stay or injunction, (iii) appeals to higher courts arising out of legal proceedings to enforce the breaching Party's obligations hereunder, and (iv) any anticipated post-judgment collection services.

F. Notices shall be sent by certified mail, return receipt requested, to the last known address of the Party to whom notice is being sent. Notice shall be deemed to have been given upon mailing, or, if given by any other means, upon receipt. A copy of any notice sent to the Company shall also be sent to:

Scott N. Rasmussen, Esq.  
SCALLEY READING BATES HANSEN & RASMUSSEN  
15 West South Temple, Suite 600  
P.O. Box 11429  
Salt Lake City, Utah 84147-0429 USA

G. The Parties agree to perform all further actions and to execute all further agreements, certificates, and other documents reasonably necessary or desirable to carry out the purposes of this Agreement and the transactions contemplated hereunder.

H. No waiver by a Party of a breach, default, or Event of Default by the other Party shall operate as a waiver of any other breach, default, or Event of Default, or of the same breach, default, or Event of Default in the future.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

Independent Agent: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Date: \_\_\_\_\_

THE COMPANY:  
UNITED FIRST FINANCIAL, LLC  
a Utah company  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_