



## AGENT COMPENSATION TRANSMITTAL - CANADA

### New Money Merge Account® Client Information

Client Name: \_\_\_\_\_ Analysis ID# \_\_\_\_\_

Subject Property or Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Is the client also a United First Financial® Independent Agent? Yes  No  Agent ID # \_\_\_\_\_

### Product

Money Merge Account Pro  Money Merge Account Express  Money Merge Account Subscription

Program Paid by Credit Card? Yes  No

### Multiple Property Option

Monthly  Annual

### Independent Agent Information

Primary Agent Name \*: \_\_\_\_\_ Agent ID # \_\_\_\_\_

Primary Agent Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Training Sale: Yes  No  1st  2nd

Secondary Agent Name\*\* (For Split Sale Only): \_\_\_\_\_ Agent ID # \_\_\_\_\_

Secondary Agent Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Branch Manager: \_\_\_\_\_ Agent ID # \_\_\_\_\_

Please ensure that the information on this transmittal is complete and accurate. There will be no corrections accepted after the commission has been paid (see *Statement of Policies & Procedures*, section 5.6).

There will be no commissions paid to an Independent Agent for a product that is used on his or her personal property (see *Statement of Policies & Procedures*, section 6.1).

I, the above stated primary and/or secondary Agent, agree and acknowledge that the above information is correct. I further acknowledge that I have read and understand the above stated policies, and agree to adhere to them.

Primary Agent/Trainee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Secondary Agent/Trainer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* Primary Agent is the Agent whose sponsor will receive the marketing bonus.

\*\* All training sales require the signature of the trainer Agent.

The collection of personal information by UFirst is subject to UFirst's Privacy Policy in effect at the time the information is collected.

OFFICE USE ONLY

Processed By \_\_\_\_\_ Date \_\_\_\_\_



## MONEY MERGE ACCOUNT® SYSTEM USER AGREEMENT

Client Name \_\_\_\_\_

Home Address \_\_\_\_\_

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

Mailing Address (if different) \_\_\_\_\_

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

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Area Code Area Code

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

Client E-mail (required for potential communication needs) \_\_\_\_\_

This Money Merge Account System User Agreement (“Agreement”) allows you to subscribe to the Money Merge Account system (“System”) from United First Financial® (“UFirst™”) for the purpose of debt reduction and early payoff of mortgage-related debt. There is a one-time Activation Fee for the System plus a Monthly Subscription Fee for the activation of the System, client coaching, and related software licensing requirements.

The Monthly Subscription Fee pays for the following:

- One personal and secure Money Merge Account system to accelerate the payoff of up to three mortgages on one parcel of real property (the “Subject Property”)
- Training options and coaching to help you use the System
- Free access to Client Support services

YOU, THE SUBSCRIBER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION OR RECEIPT OF THE PRODUCT, WHICHEVER IS LATER. IF YOU ARE A RESIDENT OF ALASKA, YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION OR RECEIPT OF THE PRODUCT, WHICHEVER IS LATER.

### CANADIAN BUYER’S RIGHT TO CANCEL:

You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial consumer affairs office.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address [below/in this contract]. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

[ADDRESS FOR NOTICE (AB, BC, ON, SK) – United First Financial, 2700 – 700 West Georgia Street, Vancouver, BC V7Y 1B8  
Telephone: 877-676-5638, Fax: 801-516-1427

ADDRESS FOR NOTICE (MB) – United First Financial, LLC, c/o Monk Goodwin LLP (Attn. Robert Hucal),  
800 – 444 St. Mary Avenue, Winnipeg, MB R3C 3T1

By accepting the terms and conditions of this User Agreement, you are hereby entering into a month-to-month contract whereby you are paying for the next month's System in advance. You can cancel your System at any time not less than five business days before your next monthly payment is due by calling 877-676-5635 or mailing a cancellation letter with your name, address and client number to United First Financial®, 120 E. 13065 S. Draper, UT 84020. No refunds will be given for any unused days remaining and you will be able to continue to use the System until your next monthly payment would have been due.

The Monthly Subscription Fee may increase or decrease at the sole discretion of UFirst™. UFirst will provide you with not less than 45 days notice prior to any price changes. If you disagree with the price change, you can cancel your System without penalty.

Access to both a checking account and a savings account is required to use this System. If you do not have a line of credit (LOC) for use with the System you will need to use your checking and savings accounts as directed by the System.

**System Requirements:**

Computer system with:

Internet Access

Adobe Flash Player 9 (free download)

Minimum screen resolution of 1024 X 768

UFIRST IS WILLING TO LICENSE THE SYSTEM TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ THE AGREEMENT CAREFULLY. BY USING THE SYSTEM OR ANY OF ITS ASSOCIATED COMPONENTS, YOU ACCEPT THE TERMS OF THE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SYSTEM AND YOU SHOULD PROMPTLY CONTACT UFIRST FOR TERMINATION OF ALL ACCESS TO THE SYSTEM.

1. License To Use. Subject to the terms and conditions of this Agreement, UFirst grants you a non-exclusive, non-transferable, limited license to use the System for so long as this Agreement remains in force and effect.

2. Restrictions. The System is confidential and copyrighted and all associated intellectual property rights are retained by UFirst. Unless enforcement is prohibited by applicable law, you may not (i) de-compile, reverse engineer, disassemble, rent, lease, loan, sublicense or create derivative works from the System or UFirst's website; (ii) resell or transfer the System or UFirst's website or use of or access to the System or UFirst's website; (iii) copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes the System or UFirst's website, except as otherwise provided in this Agreement, for any purpose; (iv) download or save a copy of any of the screens appearing in the System or UFirst's website for any purpose; (v) use or otherwise export or re-export the System or UFirst's website in violation of the export control laws and regulations of the United States of America; (vi) **knowingly designate any competitor (or employee or agent thereof) of UFirst as a user; or (vii) knowingly otherwise allow access to the System or the UFirst website to a competitor of UFirst. In the event that a competitor is allowed access to the System or UFirst's website you acknowledge that UFirst may terminate your access to the System or UFirst's website without any refund whatsoever and seek all available remedies by law and as provided in this Agreement.** No right, title or interest in or to any trademark, service mark, logo or trade name of UFirst or its licensors is granted under this Agreement.

3. Necessary Equipment. You shall be solely responsible, at your own expense, for providing all Internet access, including but not limited to acquiring, installing and maintaining all telephone equipment, Internet access, hardware, software and other equipment as may be necessary to connect to, access, and use the UFirst website.

4. Line Of Credit Conditions. You may have qualified for a Line of Credit ("LOC") as a precondition to purchasing the System. You acknowledge that the terms of your LOC are between you and your financial institution; that the terms of the LOC may allow your financial institution to raise or lower your available credit; that the lowering of your available credit by your financial institution will affect the performance and results of the System; and you hereby waive and absolve UFirst from all liability, indirect, incidental, special or consequential damages that may result from the use of your LOC or should your financial institution change your credit limit.

5. Texas Requirement. It is recommended that Texas residents use a checking and savings account, business line of credit, or personal line of credit as their facilitating account. Use of a home equity line of credit as a facilitating account is not recommended.

6. Aggressiveness Scale. The Aggressiveness Scale allows you to pay off your debts at a rate faster than the System's default setting. However, increasing the Aggressiveness Scale requires more diligence on your part to make sure money is transferred when prompted. You can decide whether you are willing to accept greater individual responsibility to make on-time balance transfers as your funds will move more rapidly and stay in your account(s) for shorter periods of time. Setting the Aggressiveness Scale at higher levels while decreasing the time to pay off debts can increase the likelihood of incurring insufficient fund charges and other penalties if overspending occurs.

7. Termination By UFirst. You may freely terminate this Agreement as stated above. UFirst will terminate this Agreement immediately, without notice, if you fail to comply with any provision of this Agreement. Access to your System will be suspended in the event of non-payment or non-receipt of the Monthly Subscription Fee for any reason, including but not limited to, nonpayment as a result of any bankruptcy filing by you. Access to your System can be reinstated not more than 60 days from the payment date for your Monthly Subscription Fee by paying all amounts currently due. After 60 days of non-payment in full of your Monthly Subscription Fee your access to the System and this Agreement shall be terminated. Following termination of this Agreement, you will be required to pay the full Activation Fee in order to start using the System again.

8. Limitation Of Damages. You hereby agree and hold harmless UFirst, and any of its respective directors, officers, shareholders, employees, agents, successors, assigns, affiliates, subcontractors, vendors or service providers from any indirect, incidental, special or consequential damages, whether in an action in tort or contract, even if the other party has been advised of the possibility of such damages, including, without limitation, loss of profits, loss of data or content, loss of purchase price or diminution in the value of the transaction contemplated by the Agreement. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to a party's gross negligence or willful misconduct. This section allocates the risks between you and UFirst, and you acknowledge that UFirst's pricing reflects this allocation of risk and the limitation of liability specified herein.

9. Trademarks And Logos. You acknowledge and agree as between you and UFirst that UFirst owns the System and UFirst trademarks and all System and UFirst-related trademarks, service marks, logos, and other brand designations ("UFirst Marks"). You shall not use the UFirst Marks for any purpose without the express written consent of UFirst. All authorized and unauthorized use of the UFirst Marks inures to UFirst's benefit.

10. Governing Law. Any action related to this Agreement will be governed by Utah law and controlling U.S. federal law. You expressly agree and consent that the courts of Salt Lake County, State of Utah, shall have exclusive jurisdiction over all actions arising from, out of, or with respect to this Agreement.

11. Interest And Late Fees: In the event that UFirst does not terminate this Agreement for nonpayment as set forth in Section 8, above, you can only continue to use the System upon payment of a \$15 late payment fee for each overdue monthly payment and interest for all unpaid amounts of 18.00% compounded monthly.

12. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

13. Integration And Representations. This Agreement is the entire agreement between you and UFirst relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party. YOU HEREBY AGREE AND ACKNOWLEDGE THAT NEITHER UFIRST NOR ITS INDEPENDENT AGENTS HAVE PROVIDED YOU WITH ANY FINANCIAL OR LEGAL ADVICE.

14. Mortgage Insurance. The System does not cancel your mortgage insurance nor is it evidence that your mortgage insurance can be cancelled. Your contract with your mortgage provider controls how and when your mortgage insurance may be cancelled and you are solely responsible for all requirements and costs for seeking a cancellation of your mortgage insurance.

By signing here you accept all the terms and conditions of this MONEY MERGE ACCOUNT® SYSTEM USER AGREEMENT.

Credit Card Authorization for initial fee and Monthly Subscription Fee payments (Charges will appear on your credit card statement as "Connect Client Services.):

Cardholder Name:		
Credit Card Number:		
Security Code:		
Expiration Date:	Card Type:	
Cardholder Address:		
City:	State/Province:	ZIP/Postal Code:

Checking Account/ Savings Account Authorization for Payments (Available in the U.S. only):

Name of Financial Institution:	
Branch or address:	
City:	State:
Account Number:	
Routing Number (found between these symbols <b>!:</b> - <b>!:</b> on the bottom left of your check or savings deposit slip):	

Your first payment will be due the month immediately following the execution date of this Agreement. Please choose the day of the month for your scheduled payment (next business day when the date chosen is a weekend or holiday):

5<sup>th</sup> of the month \_\_\_\_\_ 20<sup>th</sup> of the month \_\_\_\_\_

You hereby authorize UFirst to charge the credit card or debit the checking account designated for initial payment and Monthly Subscription Fee thereafter until you cancel the System. You are hereby confirming that you are authorized under the terms of the applicable agreement with your financial institution to use the account you have designated for the purchase of goods and services from UFirst. You hereby certify that all statements made in this payment authorization are true and correct to the best of your knowledge. You understand that any failure by the applicable financial institution to pay any charge in full does not release you from your liability for obligations owing to UFirst. Once your credit card is within 6 months of its expiration date, you will need to enter an alternate credit card to ensure continued use of the System.

You confirm that you are authorized under the terms of the applicable agreement with your financial institution to use the account you have designated for the purchase of goods and services from United First Financial. You certify that all statements made in this payment authorization are true and correct to the best of your knowledge.

By entering your personal information above and signing below, you are hereby agreeing to all of the above terms and conditions of this Agreement and authorizing payments as set forth above.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

United First Financial  
120 E. 13065 S.  
Draper, UT 84020



2700 – 700 West Georgia Street  
Vancouver, BC V7Y 1B8  
Telephone: 877-676-5638  
Fax: 801-516-1427

## **SCHEDULE B UNITED FIRST FINANCIAL®, ULC PRIVACY POLICY**

United First Financial, ULC (“UFirst”) recognizes the importance of building trusting relationships with our customers. We believe that building trust begins with protecting the privacy and confidentiality of your personal information, which is fundamental to the way we do business at UFirst™.

Accordingly, UFirst is committed to protecting the confidentiality and privacy of personal information that UFirst collects and uses in the course of its commercial activities.

This Privacy Policy sets out: (1) the purposes for which we collect, use and disclose your personal information; (2) the type of personal information that we collect; (3) how we use and disclose that information; (4) how we obtain your consent to the collection, use and disclosure of that information; (5) how we secure and retain that information; and (6) how you may access your personal information.

### **OVERVIEW**

#### **Consent**

UFirst may collect, use or disclose personal information in the manner described below where we have the required consent. Except as otherwise permitted by law, UFirst will ensure that it has the required consent prior to the collection, use or disclosure of your personal information, as described below.

#### **Collection of Personal Information**

UFirst will only collect personal information by lawful and fair means and not in an unreasonably intrusive manner. As a general rule, the personal information that UFirst collects will be limited to that which is necessary for the purposes that are identified for their collection.

UFirst will not collect personal information from individuals under the age of 18.

#### **Use of Personal Information**

UFirst will only use your personal information for the purposes for which it was collected, or otherwise required by law.

#### **Disclosure of Personal Information**

UFirst will not disclose, share, sell or rent your personal information to third parties outside of UFirst and its related affiliates unless you authorize us to do so. These third parties are not allowed to use this information for purposes beyond your specific authorization.

We may, however, also transfer such information in the course of a proposed or actual corporate sale, divestiture, merger, dissolution, or transfer of all or a portion of a business or operating unit, etc.

You acknowledge that UFirst’s parent corporation is located in the United States and, accordingly, your information may be processed and stored in the United States and that the United States governments, courts or law enforcement agencies may be able to obtain disclosure of your information through lawful means in the United States. We may also disclose this information for the Detection and Prevention of

Fraud, below. Please note that UFirst™, its parent corporation and its affiliates will continue to abide by this Privacy Policy, as well as all applicable privacy laws, in respect of the information transferred.

### **Retention**

UFirst will only retain personal information for as long as necessary to fulfill the purpose for which it was collected, and as required or otherwise permitted by law. The retention of personal information is dealt with below.

## **COLLECTION, USE, DISCLOSURE & RETENTION OF PERSONAL INFORMATION**

UFirst will collect, use and disclose personal information as follows.

### **Personal Information**

For the purposes of this Privacy Policy, “personal information” means any information about an identifiable individual.

### **Personal Information Collected From Customers**

#### ***Purposes of Collection of Customer Information***

UFirst will collect, use and disclose your personal information only for purposes that it was provided and is reasonable in the circumstances of our relationship, as described in further detail below.

In providing various goods and services to its customers, UFirst collects and uses certain personal information obtained from its customers, as follows.

#### ***Collection of Customer Personal Information***

As part of providing you with financial products or services, UFirst may obtain information about you from the following sources:

1. Forms and other information that you provide to UFirst, whether in writing, in person, by telephone, electronically, or by any other means. This information may include your name, address, employment information, and income.
2. Your transaction with UFirst, UFirst's affiliates, or others. This information may include your account balances, payment history, and account usage.
3. Public sources. This information may include real estate records and telephone numbers, etc.

#### ***Use of Customer Personal Information***

UFirst will use the personal information collected to process and complete the customer's order, including for shipping and billing purposes, and to verify either the purchase or the delivery.

In addition, a customer's name, mailing address, email address, and telephone number, and other application information (such as your income), your account transactions and experiences with us (such as your payment history), and information from other third parties (such as your employment history) will be used for the following limited purposes:

1. **Customer Satisfaction** – At UFirst we mean to ensure that the purchasers of our products are completely satisfied with their UFirst products, and all aspects of the purchase process. Accordingly, the personal information identified above may also be used for purposes of monitoring and ensuring customer satisfaction, including trouble shooting problems and resolving disputes and better understanding your financial needs for Post-Sale Marketing Purposes, below.
2. **Post-Sale Marketing Purposes** – The personal information identified above may also be used to keep past and current customers informed of new products and promotions at UFirst, including catalogues and service calls.

- Detection and Prevention of Fraud** – We may use personal information regarding customers in order to detect and protect us against error, fraud, or other criminal activity. We may share this information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: 1) permitted or required by law; 2) trying to protect against or prevent actual or potential fraud or unauthorized activity; or, 3) investigating fraud that has already taken place.

### **Customer Consent**

When a customer fills out and signs a Client User Agreement, UFirst™ will assume that the customer consents to the collection, use and disclosure of the above personal information, for the purposes which we have set out above, unless notified otherwise.

A customer may withdraw his or her consent at any time, by contacting our Privacy Officer in the manner set out below.

### **Personal Information Collected From Website**

This Privacy Policy applies to any personal information collected from UFirst websites.

### **Retention of Personal Information**

UFirst will retain your personal information, including credit card information, for as long as it is required under tax legislation to keep business records (which may be up to 7 years), and upon the expiry of which all credit card information will be destroyed.

## **OTHER IMPORTANT POINTS**

### **Security**

UFirst takes its responsibility to protect the privacy and confidentiality of customer information very seriously. UFirst maintains physical, electronic, and procedural safeguards that comply with applicable legal standards to store and secure information about you from unauthorized access, alteration, disclosure and destruction. UFirst's control policies, for example, authorize access to customer information only by individuals who need access to do their work.

### **Accuracy**

UFirst endeavours to ensure that all personal information collected and retained is accurate, current and complete as necessary for the purposes for which we collect, use or disclose the information.

As it is important that the information be accurate and up-to-date, please inform us of any changes or corrections to your personal information, as soon as possible.

### **Access**

Subject to the exceptions provided by the applicable law, we will provide you with access to any personal information that we have collected, used or disclosed, upon your written request, within 30 days.

### **Amendments to Privacy Policy**

UFirst regularly reviews its policies and procedures and may revise its Privacy Policy without notice.

In the event of any such amendment, which will be in compliance with the applicable law, the appropriate notice will be posted on UFirst's website.

Your continued use of our products or websites following the posting of changes to this Privacy Policy will signify your acceptance of those changes.

**Contact**

If you have any questions with respect to our policies concerning the handling of your personal information or if you wish to request access to or correct your personal information, please contact UFirst™'s Privacy Officer, Stephen Reed, at [compliance@unitedfirstfinancial.com](mailto:compliance@unitedfirstfinancial.com).

Please note that you may also withdraw your consent at any time, by contacting our Privacy Officer as set out above.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

## BEST ACCOUNT CHARACTERISTICS FOR THE MONEY MERGE ACCOUNT® PROGRAM – CANADA

The Money Merge Account program requires an active chequing and savings account to function. Additional functionality is also available when an open-end line of credit is used. The following guidelines define the best features of chequing, savings and line of credit accounts when using the Money Merge Account program.

Client Support will show you how to follow the prompts of the Money Merge Account program based on your accounts at the time of activation.

### Chequing Account

- Interest-bearing
- Unlimited cheque writing capability
- No annual or per cheque fees
- ATM Access
- Ability to perform easy transfer to savings

### Savings Account

- Interest-bearing
- Ability to perform easy transfer to chequing
- No minimum balance
- No auto transfer
- No fees

### Line of Credit

- Open-end
- Have an interest-only payment option
- Low or no minimum dollar amount per cheque
- No fees for writing cheques from the credit line
- No limit to the number of cheques written from the credit line
- Online transfer with no fees
- Ability to perform easy transfer to chequing
- Ability to link the line of credit to a chequing account as overdraft protection

**Reliable Source Documents** – Following is a list of suggested documents that could be used to verify the information stated on the Money Merge Account Final Analysis Report. It is recommended that a client have applicable documentation available in order to complete the program setup wizard.

- **Current Statement for Mortgage**  
States current principal balance, principal & interest payment, interest rate and escrow payment (if applicable)
- **Mortgage Disclosure Statement**  
States original loan amount, interest rate, first payment date and loan term
- **Current Statement for a Line of Credit Account**  
States line amount, available amount, current principal balance and interest rate
- **Line of Credit Agreement**  
States original line amount, interest rate, term and draw period
- **Bank Statements**  
States balances for chequing, savings and other accounts and interest rates
- **Specific Creditor Statements**  
States current balances, payments, interest rates and due dates
- **Specific Creditor Notes or Agreements**  
States original balance amounts, payments, interest rates, and first payment dates and terms