



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 ⑆ :_____ - _____ ⑆ : 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):

5th of the month _____ 20th 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.

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



Send completed forms to:
 UNITED FIRST FINANCIAL AGENT SUPPORT
 120 E. 13065 S. Draper, UT 84020 USA
 Fax 801.516.9433 Toll Free 877.676.5640

UNITED FIRST FINANCIAL® INDEPENDENT AGENT APPLICATION – INDIVIDUAL OR BUSINESS ENTITY

APPLICANT INFORMATION

Individual or Business Name _____

If Business, Name of Individual Representing the Business _____

Social Security/Social Insurance No. _____ Date of Birth ____ / ____ / ____

Address _____

City _____ State/Province _____ ZIP/Postal Code _____

Home Phone _____ Cell Phone _____

Office Phone _____ Fax Number _____

E-mail (required) _____

HIERARCHY INFORMATION

Recruiter _____

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

Agent ID _____

Agent Name _____ Agent ID _____

APPLICATION PROCESSING FEE CERTIFICATION

The following non-refundable application fees for processing of the application and other licensing requirements apply. These fees cover 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, a monthly fee may be charged for the Agent's replicated Web site.

Money Merge Account® System and Bizpack™ Agent Fee: \$175 (USD)

Bizpack Agent Only Fee: \$50 (USD)

NOTES:

1. Bizpack-only Agents receive commissions related to Bizpack sales only by the Agent and Agents in his or her downline. If a downline Agent sells a Money Merge Account system, override commissions accrue to the next Money Merge Account Agent in the selling Agent's hierarchy.
2. If you sign up as a Bizpack-only Agent today and later decide to become a Money Merge Account and Bizpack Agent, you must complete this application form again and pay \$175.
3. 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 state licensing fees. I acknowledge and understand that I am responsible for fees pertaining to pre-licensing training and education.

Payment Amount: _____

Credit Card: Visa MasterCard Discover American Express

Credit Card Number Exp. Date ____ / ____

Cardholder name (as it appears on the card) _____

I acknowledge and understand that this fee is non-refundable.

Signature _____ Date _____

**All amounts in U.S. Dollars*

OFFICE USE ONLY Fee Paid Approved Declined Contract Sent Processed By _____ Date _____

FORM #3301A 13 AUG 2010



INDEPENDENT AGENT CONFIRMATION OF UFIRST™ POLICIES AND PROCEDURES

Each new and current Independent Agent with United First Financial®, LLC (*UFirst*) will read and agree below that he/she has read and will comply with the specific policy or procedure presented.

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.

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 3.13 – 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 its products 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. [3.5.1, 3.5.2]

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. [3.8 in its 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. [2.2]

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.

I have read and agree to abide by the UFirst policies and procedures.

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 _____, 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 _____, 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: _____

Initial _____



INDEPENDENT AGENT MARKETING GUIDELINES FOR THE MONEY MERGE ACCOUNT® PROGRAM

Dear Agents,

Please review the following *Independent Agent Marketing Guidelines for the Money Merge Account Program* (the "**Guidelines**") of United First Financial®, LLC ("**UFirst™**"). The Guidelines are designed to ensure that accurate information about UFirst and its Money Merge Account system is communicated to the public by you and that marketing materials do not create a liability for UFirst. The Guidelines are intended to assist you in preparing marketing materials, and are not designed as a substitute for the approval process.

Pursuant to the approval process, all marketing materials must be submitted to and approved by the Compliance Department of UFirst prior to use and/or distribution of any and all marketing materials. Any marketing piece that does not follow these Guidelines and is not presented in an appropriate and professional manner will not be approved by UFirst.

Due to the high demand for marketing review requests, UFirst Independent Agents are now authorized to use, as marketing materials, all information on the corporate Web site of UFirst (the "**Site**"); provided, however, that customer testimonials which appear on the Site may not be used without UFirst prior written approval of any such use. In other words, all text, descriptions, numbers, or information contained on the Site—other than the testimonials—may be used by you for marketing purposes.

UFirst reserves the right to deny certain marketing methods employed by its Independent Agents, including, but not limited to, mass faxing, infomercials, Craigslist, eBay, etc.

These Guidelines may be changed by UFirst, at its sole discretion, as the need becomes apparent. When any change to the Guidelines occurs, any previously approved marketing materials that are made non-compliant by such change must be updated and/or discontinued.

If you have any questions regarding the Guidelines or the compliance or marketing policies of UFirst, please contact the Compliance Department at compliance@unitedfirstfinancial.com. Information may also be found in the *Statement of Policies and Procedures* of UFirst.

Thank you,
United First Financial
Compliance Department
866-307-3201

If you think something is questionable, be on the safe side — contact us.

ACCEPTABLE PRACTICE	UNACCEPTABLE PRACTICE
Analysis provided directly by Agent	Use of a non-corporate program or site allowing immediate results of an analysis; use of analysis examples on Web sites or marketing materials
Use of corporate Money Merge Account® Orientation Presentation	Use of any other presentation unless previously approved
Use of client testimonial after submission to and approved by the Compliance Department, accompanied with a signed release	Use of client testimonials from the corporate Web site
Recruitment in the form of a “business opportunity”	Recruitment in the form of a “job offer”
Use of the compensation brochure available from the UShop	Any references to the UFirst progressive compensation plan in marketing materials created by individual Agents
Positive remarks about banks, which are required for this program	Negative remarks about banks (“bank bashing”)
Marketing UFirst and the Money Merge Account system with other professional services as approved on a case-by-case basis	Marketing UFirst and the Money Merge Account system in conjunction with any other product without prior approval
Purchasing DVDs online at the UShop	Creating and distributing your own DVDs
Use of direct quotes from credible sources and used with permission	Use of paraphrased quotes with no name
Contacting the Compliance Department for any media inquiries	Contacting the media by any means whatsoever
Use of your own photos and images, upon approval	Use of photos or images from the Site or company distributed materials
Use of certain videos on agent Web sites, upon approval	Posting any video on Web sites without the approval of the Compliance department
Radio and television advertising, upon approval	Appearances on radio shows
	References to any approval or endorsement by any religious denomination

ACCEPTABLE PHRASES	UNACCEPTABLE PHRASES
Pay off your mortgage in as little as 1/3 to 1/2 the time	Pay off your mortgage in 1/3 to 1/2 the time
Pay off your mortgage in a fraction of the time	Pay off your 30-year mortgage in 8-11 years, 8-12 years, and so forth
Potentially save thousands in interest	Save thousands in interest
No refinancing of an existing/current mortgage	No refinancing
Use existing banking tools to pay off your mortgage	
Money Merge Account® system, Money Merge Account license, Money Merge Account program, and so forth*	Money Merge Account software can only be used to describe the actual software; it is not the name of the program
Money Merge Account analysis	Financial analysis
UFirst™ (use after first spelling out United First Financial® – include trademark symbol on first use on each page of a document)	Ufirst, U First, UFF, U1st, UFirst Financial, etc.
Make It Yours Free and Clear™ (include trademark symbol on first use on each page of a document)	Any variation of Make It Yours Free and Clear or use of the phrase without the trademark on the page it appears
Works with your existing income	Any references to changes to lifestyle, i.e. “Little to no change to your lifestyle”
	No change to your monthly mortgage payment
Independent Agent –OR– Agent on subsequent reference after first using Independent Agent	Registered Agent, Independent Software Agent, Agent alone without an initial reference to Independent Agent
Mortgage	30-year mortgage, 20-year mortgage, and so forth
Open-end interest, closed-end interest	Simple interest, compound interest, effective interest
Financial flexibility	Increase cash flow
\$495 Activation Fee, with \$49.95 Monthly Subscription Fee	\$495 Activation Fee with no mention of the \$49.95 Monthly Subscription Fee
Monthly Subscription cost of \$49.95, with no contract required	Any reference to another amount, such as \$49, less than \$50, etc. and mention that they can cancel at any time
\$3,500 for a Lifetime Subscription, financing down payments as a “down” on the Lifetime Subscription	Reference to \$3,500 as “paid-in-full”
	No out-of-pocket fees
	Any reference to an Australian program or indication that the Money Merge Account system arose from systems used in other countries
	References to the number of Agents or clients in marketing materials
	Income claims, i.e., “Make \$xxxx per month”
	Any mention of the program improving or affecting credit scores

**The “Money Merge Account” term is a registered trademark and must always be used as an adjective. Additionally, the first use of the term on a page must be following by the trademark (®) symbol. Do not abbreviate to “MMA.”*

***“United First Financial®” is a registered mark of United First Financial, LLC.*

***“Money Merge Account®” is a registered mark of National Loan Servicing Center, Inc.*

General Guidelines

- ALL Agent marketing materials need to clearly state “Provided by an Independent Agent of United First Financial®, <agent number>” on the marketing piece.
- All marketing material text and images used must be appropriate and professional.
- Any company-produced DVD **CANNOT** be posted in any way on the Internet or provided through e-mail. Nor may it be personally copied or ‘burned’ pursuant to federal copyright laws.
- Proper disclaimers must be used where appropriate:

Web Site/Presentation Disclaimer: United First Financial®, its Independent Agents and subsidiaries provide Web-based software and support services. United First Financial does not provide accounting, tax, legal, real estate, mortgage, or investment advice. Interested parties should seek and consult with persons or entities licensed and qualified in those areas for advice relating to those matters. United First Financial is not liable or responsible for claims or representations made by any party and which are not included in the United First Financial Limited Warranty.

Tangible Marketing Materials: Results will vary and are determined by individual financial situations. The information contained herein does not constitute an offer or a solicitation to lend or extend credit. Contact your United First Financial® Independent Agent (agent #) for further details.

When Using Registered Trademarks: “United First Financial®” is a registered mark of United First Financial, LLC. “Money Merge Account®” is a registered mark of National Loan Servicing Center, Inc.

Restricted Materials

- The Asher Institute’s report “Profiting from the Banking Industry’s Biggest Secret” may not be used as a marketing tool.

Web Sites

- FAQs about UFirst™ and the Money Merge Account system must be taken directly from the company Web site.
- Money Merge Account analysis examples **CANNOT** be posted on any Web site not approved in writing by UFirst.
- Blogging or public comment forums on Agent sites cannot be used without approval. If inaccurate information is posted, this could potentially turn away clients as well as hold you and us liable for any misconceptions or misinformation.
- Include appropriate disclaimer, contact information, and correct verbiage.
- Submit Web address to the Compliance Department for approval.

Radio and Television Ads

- First, submit the script to the Compliance Department for approval.
- Once script is approved, submit audio/video version of ad to the Compliance Department upon completion.
- Include your contact phone number or e-mail address, and all appropriate disclaimers.
- Use professional dress and speech; that is, the speaker must be appropriately dressed and use clear, recognizable and grammatically correct speech.
- We reserve the right to deny any radio advertisement that is deemed inappropriate or unprofessional by Compliance.

Newspaper/Print Ads

- Include the following: Name, Agent number, “Independent Agent,” appropriate disclaimer, contact information.
- Submit flyer, ad, business card, postcard, or other print ad to the Compliance Department for approval prior to publication.

E-Mail

UFirst™ does not permit any Independent Agent to send unsolicited commercial e-mails unless such e-mails strictly comply with applicable laws and regulations, including, but not limited to, the federal CAN-SPAM Act (US) and the Personal Information Protection and Electronic Documents Act (Canada). Any e-mail sent by an Independent Agent to promote UFirst, the UFirst opportunity, or any UFirst product or service must comply with the following:

- There must be a functioning “return to sender” e-mail address.
- There must be a notice in the e-mail that advises the recipient that he or she may reply to the e-mail via the functioning return e-mail address to request that future e-mail solicitations or correspondence not be sent to him or her (a functioning “e-mail opt-out” notice).
- The e-mail must include the Independent Agent’s physical mailing address.
- The e-mail must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is strictly prohibited.
- The content of the e-mail must be pre-approved by the Compliance Department.
- All e-mail opt-out requests, whether received by e-mail or regular mail, must be honored. If an Independent Agent receives an opt-out request from a recipient of an e-mail, the Independent Agent must forward the opt-out request to the Compliance Department.
- UFirst may periodically send commercial e-mails on behalf of Independent Agents. By entering into the Independent Agent Agreement, an agent agrees that UFirst may send such e-mails and that the Independent Agent’s physical and e-mail addresses will be included in such e-mails as outlined above. Independent Agents shall honor opt-out requests generated as a result of such e-mails sent by UFirst.
- Any e-mail advertisements must comply with rules above and be sent to the Compliance Department prior to sending to intended recipients.
- See UFirst Statement of Policies and Procedures for complete explanation of e-mail guidelines.

Lead Generation Services and Telemarketing

- Agents who use a Lead Generation Service (“LGS”) must ensure that such service strictly complies with UFirst’s e-mail policy above and the following guidelines for telemarketing.
- Where a LGS uses Internet advertising to gather leads, the LGS must be able to provide proof that when a consumer enters their contact information on a Web site, that they have affirmatively checked a separate box indicating that they were willing to accept e-mails and/or telephone calls from “business partners” or “affiliates” of the LGS.
- All e-mails and live scripts for telemarketing calls from an LGS must be sent to the Compliance Department for approval.
- No pre-recorded messages can be used in telemarketing.
- All telemarketing calls must show a true and accurate phone number on caller ID.
- Telemarketers must ensure that they do not violate communication laws in the U.S. and Canada. Agents must not contact anyone on the most current version of the U.S. Do Not Call Registry and must comply with all requirements for telemarketing (as found at <https://telemarketing.donotcall.gov/>). Telemarketing legislation is still pending in Canada. After publication of the Canadian Do Not Call list (expected in September 2008), Agents must not contact anyone on the list.

Trade Shows

- UFirst will no longer maintain a listing of trade shows and the Agents who received approval.
- UFirst will no longer mediate nor be involved in any disputes arising from trade show appearances. Any issues of multiple Agents registering for the same trade show must be dealt with through the trade show organizer.
- Agents are required to register for trade shows under the name “United First Financial Independent Agent.”

Referral Fee Restrictions

- Agents shall not violate consumer sales laws in any state or province.
- All UFirst™ contracts are subject to Utah law which forbids the following:
- Utah Code Section 13-11-4. Deceptive act or practice by supplier.
(k) indicates that the consumer will receive a rebate, discount, or other benefit as an inducement for entering into a consumer transaction in return for giving the supplier the names of prospective consumers or otherwise helping the supplier to enter into other consumer transactions, if receipt of the benefit is contingent on an event occurring after the consumer enters into the transaction



INDEPENDENT AGENT MARKETING GUIDELINES FOR THE BIZPACK™ SUITE

Dear Agents,

Please review the *Independent Agent Marketing Guidelines for the Bizpack Suite* of United First Financial®, LLC ("**UFirst™**"). The guidelines are designed to ensure that accurate information about UFirst and its Bizpack suite is communicated to the public by you and that marketing materials do not create a liability for UFirst or yourself.

In order to avoid putting you in a situation where a consumer could claim that you offered tax advice, **ONLY MARKETING MATERIALS AND ADVERTISEMENTS APPROVED BY UFIRST ARE ALLOWED TO BE USED WHEN SELLING THE BIZPACK SUITE.** While you can create your own ads and material, as with all other marketing materials, they must be approved by Compliance.

These guidelines protect both you and UFirst. To avoid any claims by the Internal Revenue Service that you were offering tax advice, you can only use the approved text mentioned below when discussing the Udeduct™ program.

The Udeduct™ program has only been designed to work with United States tax laws and tax codes and has not been designed to work with Canadian laws and tax codes. Please be aware this product currently is only for use in the United States.

If you are a licensed tax preparer, you can of course advise your clients on what deductions are available to them and suggest the Bizpack suite as a tool to track those deductions. However, you are still required to use approved materials when marketing the Bizpack suite to such clients.

These guidelines may be changed by UFirst, at its sole discretion, as the need becomes apparent. When any change to the Guidelines occurs, any previously approved marketing materials must be updated to reflect the updated guidelines or discontinued.

If you have any questions regarding these guidelines, please contact the Compliance Department at compliance@unitedfirstfinancial.com.

Thank you,
United First Financial
Compliance Department
866.307.3201

While the focus of your sales effort should be getting potential clients to view the UFirst™ Bizpack™ presentation, you can talk about the product but need to follow the guidelines below. It is difficult to outline every acceptable or non-acceptable practice or phrase that pertains to marketing the Bizpack suite. Below we have outlined a number of practices and phrases that we deem acceptable and those that are not. Any variations to the phrases will be determined on a case-by-case basis by the Compliance Department, and it will be at their discretion how phrases could be interpreted.

ACCEPTABLE PRACTICE	UNACCEPTABLE PRACTICE
Use of approved Bizpack Presentation	Use of any other presentation
Recruitment in the form of a “business opportunity”	Recruitment in the form of a “job offer”
Use of the compensation brochure as available from the UShop	Any references to the UFirst compensation plan in marketing materials created by individual Agents
Marketing UFirst and the Bizpack suite with the Money Merge Account® program	Marketing UFirst and the Bizpack suite in conjunction with any other product without prior approval
Purchasing DVDs online at the UShop	Creating and distributing your own DVDs
Contacting the Compliance Department for any media inquiries	Contacting the media by any means whatsoever
Use of UFirst-produced videos as available from UFirst Web sites	Posting any video on Web sites without the approval of the Compliance department
Radio and print advertising as available from UFirst Web sites	Appearances on radio shows
	References to any approval or endorsement by any religious denomination

ACCEPTABLE PHRASES	UNACCEPTABLE PHRASES
UFirst™ (use after first spelling out **United First Financial® – include trademark symbol on first use on each page of a document)	Ufirst, U First, UFF, U1st, UFirst Financial, etc.
Independent Agent –OR– Agent on subsequent reference after first using Independent Agent	Registered Agent, Independent Software Agent, Agent alone without an initial reference to Independent Agent
Ufirstdomains.com works much like Godaddy.com	Ufirstdomains.com is better than Godaddy.com
	References to the number of Agents or clients in marketing materials
	Income claims, i.e., “Make \$xxxx per month”

***“United First Financial®” is a registered mark of United First Financial, LLC.*

Please also note that the trademark symbols—™after “UFirst”, “Bizpack”, and “Udeduct”; ® after “United First Financial”—need only be used on the first use of the name on any given marketing piece. If the marketing piece (flyer, brochure, Web site, etc.) includes more than one page, then the first use of the name on each page should include the trademark symbol. It is not required for every use throughout any given document.

The "Bizpack™" name is a trademarked term and it must be used correctly for each and every use. The "Bizpack" name must be used as an adjective every time. Here are some examples:

"Bizpack suite of products"
"Bizpack Marketing System"

Not Correct: "Bizpack is a service that business owners ..."

Correct: "The Bizpack Contact Manager is a tool that business owners ..."

To keep a uniform and consistent use of the trademark, the name should always be spelled exactly as "Bizpack." No other letters should be capitalized.

Not Correct: "BizPack," "BizpacK," "BizPacK"

Correct: "Bizpack"

Please also note that the trademark symbol (™) should only be used on the first use of the "Bizpack" name on any given marketing piece. If the marketing piece (flyer, brochure, Web site, etc.) includes more than one page, then the first use of the "Bizpack" name on each page should include the ™ symbol. It is not required for every use throughout any given document.

When answering questions prior to presenting the UFirst-produced Bizpack video or PowerPoint, you should understand what is appropriate to say about the Udeduct™ program. The Udeduct program is a tax tracking system that is designed with small and home-based businesses in mind. The purpose of the Udeduct program is to allow business owners to keep their tax records in order. It is very important that Agents understand exactly what the Udeduct program is and its functions, and what it is not.

WHAT UDEDUCT IS	WHAT UDEDUCT IS NOT
Tax tracking system for use by US federal taxpayers	Tax advice
System that tracks and calculates mileage	System that files taxes
Reminder system for different potential deductions	System that guarantees tax deductions

****VERY IMPORTANT:** There is only one acceptable phrase that can be used in marketing material when mentioning the Udeduct program, which is the following: "The Udeduct™ program is a tax tracking program." Variations of this line will be considered, depending on the use in your material, but it can only be referred to as a "tax tracking program," and nothing else.

The "Udeduct" name is also a trademarked term that must be spelled correctly each and every time. The "Udeduct" name must also be used as an adjective every time.

Not Correct: "UDeduct," "udeduct," "uDeduct"

Correct: "The Udeduct tracker ..."

Please also note that the trademark symbol (™) should only be used on the first use of the "Udeduct" name on any given marketing piece. If the marketing piece (flyer, brochure, Web site, etc.) includes more than one page, then the first "Udeduct" name used on each page should include the ™ symbol. It is not required for every use throughout any given document.

Here are some points to remember when discussing the Udeduct program with potential clients:

ACCEPTABLE POINTS ABOUT UDEDUCT	UNACCEPTABLE POINTS ABOUT UDEDUCT
The Udeduct program can potentially save business owners on their taxes by accurately tracking available deductions.	The Udeduct program will save business owners hundreds or thousands of dollars in taxes.
Information on deductions is taken directly from the IRS.	The Udeduct program is endorsed (approved) by the IRS.
The Udeduct program helps categorize your business deductions which you can present to your tax preparer.	The Udeduct program will find deductions you didn't realize you could take.
Udeduct makes no warranty with regard to the accuracy of the calculations or results.	
Any statement made by a Udeduct representative or information contained in form is not intended to constitute investment or tax advice	
Udeduct strongly encourages taxpayers to seek qualified, independent tax advice.	

General Guidelines

- ALL Agent marketing materials need to clearly state "Provided by an Independent Agent of United First Financial, <agent number>" on the marketing piece.
- All marketing material text and images used must be appropriate and professional.
- Any company-produced DVD CANNOT be posted in any way on the Internet or provided through e-mail. Nor may it be personally copied or 'burned' pursuant to federal copyright laws.
- Proper disclaimers must be used where appropriate:

Bizpack Disclaimer: United First Financial®, its Independent Agents and subsidiaries provide Web-based software and support services. United First Financial does not provide accounting, tax, legal, real estate, mortgage, or investment advice. Interested parties should seek and consult with persons or entities licensed and qualified in those areas for advice relating to those matters. United First Financial is not liable or responsible for claims or representations made by any party.

Web Sites

- Blogging or public comment forums on Agent sites cannot be used without approval. If inaccurate information is posted, this could potentially turn away clients as well as hold you and us liable for any misconceptions or misinformation.
- Include appropriate disclaimer, contact information, and correct verbiage.
- Submit Web address to the Compliance Department for approval.

Radio Ads

- Scripts will be available in your Agent Back Office.
- Submit the script to the Compliance Department prior to use.
- Once script is approved, submit audio version of ad to the Compliance Department upon completion.
- Include your contact phone number or e-mail address, and all appropriate disclaimers.
- Use professional speech; that is, the speaker must use clear, recognizable and grammatically correct speech.
- We reserve the right to deny any radio advertisement that is deemed inappropriate or unprofessional by Compliance.

Newspaper/Print Ads

- Scripts will be available in your Agent Back Office.
- Include the following: Name, Agent number, "Independent Agent," appropriate disclaimer, contact information.
- Submit flyer, ad, business card, postcard, or other print ad to the Compliance Department for approval prior to publication.

Television Ads

- Television ads are not allowed.

E-Mail Templates/Campaigns

UFirst™ does not permit any Independent Agent to send unsolicited commercial e-mails unless such e-mails strictly comply with applicable laws and regulations, including, but not limited to, the federal CAN-SPAM Act (US) and the Personal Information Protection and Electronic Documents Act (Canada). Any e-mail sent by an Independent Agent to promote UFirst, the UFirst opportunity, or any UFirst product or service must comply with the following:

- There must be a functioning "return to sender" e-mail address.
- There must be a notice in the e-mail that advises the recipient that he or she may reply to the e-mail via the functioning return e-mail address to request that future e-mail solicitations or correspondence not be sent to him or her (a functioning "e-mail opt-out" notice).
- The e-mail must include the Independent Agent's physical mailing address.
- The e-mail must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is strictly prohibited.
- The content of the e-mail must be approved by the Compliance department.
- All e-mail opt-out requests, whether received by e-mail or regular mail, must be honored. If an Independent Agent receives an opt-out request from a recipient of an e-mail, the Independent Agent must forward the opt-out request to the Compliance Department.
- UFirst may periodically send commercial e-mails on behalf of Independent Agents. By entering into the Independent Agent Agreement, an agent agrees that UFirst may send such e-mails and that the Independent Agent's physical and e-mail addresses will be included in such e-mails as outlined above. Independent Agents shall honor opt-out requests generated as a result of such e-mails sent by UFirst.
- Any e-mail advertisements must comply with rules above and be sent to the Compliance Department prior to sending to intended recipients.
- See UFirst Statement of Policies and Procedures for complete explanation of e-mail guidelines.
- All UFirst Agents looking to use advertising e-mails, templates, etc., must be approved by the Compliance Department. This applies to any newsletters as well, whether monthly, bi-monthly, etc.

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- Agents who use a Lead Generation Service ("LGS") must ensure that such service strictly complies with UFirst's e-mail policy above and the following guidelines for telemarketing.
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- UFirst does not maintain a listing of trade shows and the Agents who received approval.
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- Agents are required to register for trade shows under the name "United First Financial Independent Agent."

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- Agents shall not violate consumer sales laws in any state or province.
- All UFirst contracts are subject to Utah law which forbids the following:
- Utah Code Section 13-11-4. Deceptive act or practice by supplier.
(k) indicates that the consumer will receive a rebate, discount, or other benefit as an inducement for entering into a consumer transaction in return for giving the supplier the names of prospective consumers or otherwise helping the supplier to enter into other consumer transactions, if receipt of the benefit is contingent on an event occurring after the consumer enters into the transaction



REQUEST FOR CANADIAN TAXPAYER IDENTIFICATION INFORMATION

Name _____

Business Name (If different from above) _____

Check appropriate box: Individual/Sole proprietor Corporation Partnership ULC (Classification ___) Exempt
 Other _____

Address _____

City _____ Province _____ Postal Code _____

List account numbers here (optional) _____

TAXPAYER IDENTIFICATION NUMBER

Social Insurance No.

or

Business No.

APPLICATION PROCESSING FEE CERTIFICATION

Under penalties of perjury, I certify that: the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Signature _____ Date _____