

UNITED FIRST FINANCIAL INDEPENDENT CONTRACT

INDEPENDENT CONTRACTOR, WEBSITE ACCESS; NON-COMPETITION, NON-DISCLOSURE, AND NON-INTERFERENCE AGREEMENT

AGREEMENT, dated as of _____, 200____, by and between **UNITED FIRST FINANCIAL, INC.**, a Utah corporation (the "Company"), and _____ ("Contractor"). The Company and Contractor 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 "MMA 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, Contractor desires to market, offer, and sell the MMA Program to "Qualified Clients" (as such term is hereinafter defined), and the Company desires Contractor to market, offer, and sell the MMA Program to such Qualified Clients. In connection with performing Contractor's duties and obligations hereunder, Contractor 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 MMA Program. As more particularly set forth herein, Contractor agrees to keep confidential a number of matters related to the Website. Contractor 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 Contractor, whether to compete with the MMA Program, or otherwise, Contractor 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 is effective as of the date hereof, and shall continue in effect for a term (the "Term") ending thirty (30) days after the date that written notice of termination, for any or no cause or reason, is provided by one Party to the other Party. Notwithstanding the foregoing, the Company shall be entitled to terminate this Agreement without notice on a 'for cause' basis. Notwithstanding anything set forth in this Agreement or any other document to the contrary, Contractor's obligations, duties, and covenants in connection with the Covenant Not To Compete, the Covenant Not To Disclose, and the Covenant Not To Interfere shall survive any termination of this Agreement.

3. **MMA Program; MMA Software.** Based upon its expenditure of significant amounts of time, money, and, other resources, the Company has developed and established the MMA Program, which is designed to assist homeowners and others in repaying Loans in accelerated time-frames. The MMA 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 "MMA Software" (as such term is hereinafter defined), and other components. By properly and timely utilizing all of the component parts of the MMA 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 MMA 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 MMA Program had been properly and timely used, and possibly significantly less.

As used herein, the term "MMA 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 MMA Program, as such MMA 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 MMA Software will be modified, enhanced, substituted, and replaced.

4. **Services; Qualified Clients.** The Company hereby engages Contractor to perform the services (collectively, the "Services") of marketing, offering for sale, and actually selling the MMA Program to qualified persons and entities (collectively, "Qualified Clients" or, individually, a "Qualified Client") who could potentially benefit from the use of the MMA Program. Contractor 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. Contractor 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 MMA 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, Contractor 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 Contractor shall be entitled to receive the "Commissions" described in the Commission Schedule annexed hereto as Exhibit "A," with such Commissions constituting full payment for the Services rendered by Contractor hereunder. The Company reserves the right to modify, supplement, or replace the then effective Commission Schedule at any time upon thirty (30) days prior written notice to Contractor. Commissions shall only be deemed to be earned by, and to be payable to, Contractor 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 MMA 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. Contractor agrees to sign such receipts as the Company shall request in order to acknowledge Contractor's receipt of Commissions.

In the event that, upon any termination of this Agreement, Contractor's performance of the Services in connection with any prospective Qualified Client is in process, and in the event that such prospective Qualified Client is subsequently approved and accepted by the Company as a Qualified Client and actually enrolls in the MMA Program and pays the entire then applicable Enrollment Amount, Contractor shall be paid the associated Commission.

6. **Training And MMA Program Information; No Unauthorized Uses Or Representations.** The Company shall from time to time provide, and Contractor 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 MMA 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 Contractor various verbal, printed, and other information and materials (collectively, "MMA Program Information") relating to the MMA Program and the Operational Matters. As a consequence of: (i) the multiple facets and considerations associated with the MMA 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 MMA Program, the MMA Software, the Operational Matters, and the MMA Program Information, and (iii) the Company's belief that Future Modifications will significantly affect both the operation of the MMA Program and the results that the MMA Program produces for Qualified Clients, Contractor acknowledges and agrees that it is imperative that Contractor attend the training and instructional sessions provided by the Company. In the event that Contractor fails or refuses to attend such training and instructional sessions, the Company reserves the right to immediately terminate this Agreement for cause.

Contractor may only use the MMA Software, the Operational Matters, and the MMA Program Information in connection with marketing, offering, and selling the MMA Program. Contractor shall be deemed to have been granted a revocable license to use the MMA Software, the Operational Matters, and the MMA 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 Contractor using any materials which bear the name, logo, or any other identifying marks of the Company or the MMA Program.

Because of the multiple component parts relating to the MMA Program, as well as the expected Future Modifications, Contractor expressly agrees that Contractor 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 MMA Information. Contractor further agrees to provide, to all prospective or actual Qualified Clients, copies of all then current printed materials associated with the MMA Program. Contractor expressly agrees that Contractor shall be solely and individually responsible for all claims, damages,

Initial _____

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 Contractor, and Contractor hereby agrees to indemnify, defend, and hold harmless the Company in connection with any and all of such Claims.

7. Website Matters. In connection with facilitating the performance of Contractor's services hereunder and increasing the efficiency of the operations of the MMA 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"). Contractor 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 Contractor'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, Contractor'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 MMA Program. No "Contractor-Related Party" (as such term is hereinafter defined) shall be entitled to have access to or utilize the Website or Contractor's password unless such Contractor-Related Party shall have also executed a document that is substantially identical to this Agreement.

8 Independent Contractor Relationship; Authority. Contractor is an independent contractor and is not an employee, agent, partner, or joint venturer of or with the Company. The Company has retained Contractor to perform the Services, but Contractor shall determine the legal means, the times, and all other matters by or through which Contractor performs such Services. The Company is not responsible for withholding, and shall not withhold, FICA, FUTA, 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 Contractor. Neither Contractor nor any of Contractor's employees, agents, representatives, contractors, subcontractors, or other similar persons or parties (collectively, "Contractor-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. Contractor currently possesses, and at all times during the Term will continue to possess and will additionally cause all of the Contractor-Related Parties to possess, all applicable licenses and certifications, if any, necessary or appropriate in connection with Contractor performing the Services.

9. Contractor-Related Parties. If Contractor utilizes any Contractor-Related Parties to assist Contractor in furnishing the Services, all of such Contractor-Related Parties must possess all applicable licenses and certifications, if any, and Contractor shall be solely responsible for paying or otherwise compensating such Contractor-Related Parties. Contractor 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 Contractor and all Contractor-Related Parties, and (ii) causing all Contractor-Related Parties to execute and deliver documents which are substantially identical to this Agreement.

10 Insurance. Contractor shall, promptly upon demand, furnish the Company with current certificates of coverage of Contractor and the Contractor-Related Parties, and proof of payment by Contractor, 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. Contractor shall perform the Services at Contractor's own risk. In addition to all other indemnification obligations of Contractor set forth herein, Contractor 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 Contractor or any Contractor-Related Parties.

12. Rights And Data.

A. The Company shall have the exclusive right to the following: (i) all original technical data or written material originated and prepared for the Company pursuant to this Agreement, including the MMA Software, other computer software, designs, advertising, and marketing plans and materials; (ii) all ideas, concepts, know-how, or techniques relating to such technical data or written material developed during the Term by Contractor or any Contractor-Related Parties, or jointly by Contractor and the Company; and (iii) all improvements, modifications, alterations, enhancements, substitutions, or replacements to any of the foregoing.

B. Contractor agrees that all technical data or written material originated or prepared by Contractor for the Company during the Term including, but not limited to, the MMA 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, shall be deemed "work made for hire" as that term is used in the United States Code. The Company shall be owner of the Work and shall be deemed to be the author of the Work, with full right to apply for a copyright or patent in and with respect to the Work, or any portion thereof, in the United States and all foreign countries. Contractor shall cause all Contractor-Related Parties assisting in creating the Work to execute a similar acknowledgment that the Work is "work made for hire."

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

13. Covenant Not To Compete; Confidential Matters; Covenant Not To Disclose, And Covenant Not To Interfere; Contractor-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 Contractor were to compete with the MMA Program or utilize Confidential Matters for purposes other than those expressly authorized in or contemplated by this Agreement, or (ii) in the event that Contractor causes or facilitates others to compete with the MMA Program or to utilize Confidential Matters for purposes other than those expressly authorized in or contemplated by this Agreement, Contractor 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, Contractor 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 MMA Program. As used herein, the term "Protected Area" means the United States Of America, with the exception of the states of Alaska and Hawaii.

B. **Confidential Matters; Covenant Not To Disclose.** Contractor acknowledges and agrees that, at all times during the Term, as well as at the time Contractor's independent contractor relationship with the Company terminates, Contractor 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 MMA Program generally, the MMA Information, the MMA 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"). Contractor expressly acknowledges that, while some of the component parts utilized in connection with the MMA 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. Contractor expressly agrees that, as between the Company and Contractor, 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. Contractor hereby expressly covenants and agrees that, from and after the date hereof, Contractor 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 Contractor's knowledge of any Confidential Matters, for Contractor'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.** Contractor further expressly agrees that, during the Term and for a period of twenty-four (24) months thereafter, Contractor 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 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. Contractor-Related Parties To Sign Documents Agreeing To Be Bound. Contractor expressly agrees that, in addition to applying to Contractor, the terms, conditions, provisions, restrictions, and other matters pertaining to the Covenant Not Compete, the Covenant Not To Disclose, and the Covenant Not To Interfere, shall also apply to all Contractor-Related Parties. In connection therewith, Contractor agrees to cause all Contractor-Related Parties to execute written agreements which are substantially identical to this Agreement.

E. Injunctive Relief. Contractor 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, 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 Contractor and any applicable Contractor-Related Parties from doing or continuing to do any such act and other or threatened violations of this Agreement.

F. Liquidated Damages. Contractor 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, Contractor agrees to pay, to the Company, liquidated damages in the agreed upon amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) 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 Contractor. Because the Services rendered hereunder are personal, Contractor may not assign any of Contractor'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 attorneys' fees and legal 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

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.

CONTRACTOR:

Print Name

Signature
Date: _____

THE COMPANY:

UNITED FIRST FINANCIAL, INC.,
a Utah corporation

By: _____
Its: _____
Date: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
+

or

Employer identification number
+

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

COMMISSION SCHEDULE

Exhibit "A"

Associate Compensation and Promotion Guidelines

70%	Branch Manager	5 Personal or 2 Personal + 3 Team = 5 Total (25 Cumulative)	\$1,575
60%	Director	5 Personal or 2 Personal + 3 Team = 5 Total (20 Cumulative)	\$1,350
55%	Divisional Manager	5 Personal or 2 Personal + 3 Team = 5 Total (15 Cumulative)	\$1,237
50%	District Manager	5 Personal or 2 Personal + 3 Team = 5 Total (10 Cumulative)	\$1,125
45%	Senior Associate	5 Personal or 2 Personal + 3 Team = 5 Total (5 Cumulative)	\$1,012
40%	Associate		\$ 900
6%	Marketing Bonus		\$ 135

Branch Manager Executive Compensation

10%	Branch Manager Trainer bonus	Level 1
7%	Branch Manager Trainer bonus	Level 2
7%	Branch Manager Trainer bonus	Level 3

Bonus Pools

Personal Producer Pool	\$50	4 Personal Sales (Any Level – Qualifies)
Branch Manager Pool	\$50	30 sales (Branch Sales)
SR. Branch Mgr. Pool	\$50	80 Total Sales (3 – 1st Level B.M.'s)
Executive B.M. Pool	\$50	150 Total sales (5 – 1st/ 3 – 2nd's B.M.'s)
SR. Exec. B.M. Pool	\$50	250 Total Sales (10 – 1st/ 5 – 2nd's/ 3 – 3rd's B.M.'s)

* Commission based on \$2,250 & \$250 to pools = \$2,500 Total Payout

