



# United Freedom Alliance

## Agreement for Services

This Agreement between United Freedom Alliance, LLC ("UFA") and ("Coordinator") includes the attached Schedules together with any additional Schedules or addendum mutually agreed to in writing in the future.

**1- Term.** The term of this agreement shall be for one year and shall automatically renew unless otherwise terminated.

**2 – UFA Obligations.** UFA shall provide Coordinator and active members access to Services as well as training, support, educational materials, websites, software and other services UFA may deem necessary to fulfill its mission and purposes.

**3 – Coordinator Obligations.** Coordinator is responsible for proper representation of UFA’s products, mission and philosophy. Any conduct or comments not in keeping with the mission or overall philosophy of UFA may be considered a material breach of this agreement and may result in immediate termination of the Coordinator.

**4 - Compliance with Laws.** Coordinator agrees to comply with all applicable, federal, state and local laws, ordinances and regulations, as they may be applicable to Coordinator’s performance under this agreement.

**5 - Termination.** Either party may terminate or cancel this Agreement if the other fails to cure a material breach of the Agreement within 30 days after receiving written notice of the breach.

**6 - Charge-backs.** A refund of annual/lifetime/leadership fees will result in a charge-back of commissions paid for that membership. Any and all charge-backs will be deducted from future commissions or invoiced after 90 days if unpaid.

**7 - Indemnification.** UFA and Coordinator agree to indemnify and hold harmless the other party, its agents, or employees from any loss, real or imaginary, suit, cost or expense, including reasonable legal fees and related expenses, incurred by the other party as a result of any failure of the first party or its agents, officers, or employees to comply with the terms of this agreement.

**8–Confidentiality.** Coordinator acknowledges that the business practices, software, programming and data contained therein are proprietary and may not be disclosed or made available to any other party. Coordinator shall not solicit directly or indirectly any vendors, providers, suppliers, clients, customers, agents, members or employees of UFA during the term of this agreement and for a period of two (2) years after the termination of this agreement within the geographical region of the United States and its territories without the express written permission of UFA.

**9 - Miscellaneous.** The terms and conditions of this Agreement supersede all previous agreements, proposals or representations. Neither party may assign or amend this Agreement without the written consent of the other party.

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
zip code

\_\_\_\_\_  
Coordinator email

\_\_\_\_\_  
Coordinator Phone

\_\_\_\_\_  
Alternate Phone

\_\_\_\_\_  
Tax EIN or SSN

\_\_\_\_\_  
Person who referred you

\_\_\_\_\_  
Rep #

\_\_\_\_\_  
Coordinator Signature

\_\_\_\_\_  
Date

**Schedule - A****COMMISSION SCHEDULE**

Commission percentages are based on personal sales

Overrides are the difference between the percentage of the individual making a sale and the percentage of the overriding managers.

| <u>Postion</u>   | <u>Membership Fees</u> | <u>Merchandise</u> |
|------------------|------------------------|--------------------|
| Regional Manager | 43%                    | 17%                |
| District Manager | 41%                    | 15%                |
| Area Manager     | 37%                    | 13%                |
| Area Coordinator | 30%                    | 10%                |

All bonuses and/or commissions are subject to charge-backs as incurred from cancellations and/or refunds.

**BONUS SCHEDULE**

Coordinators and Managers receive Bonuses on member fees for helping their organization advance.

Coordinators or Managers who have 1<sup>st</sup> level Coordinators or Managers at that same level shall receive bonuses on the following schedule.

Coordinators or Managers who advance to a level higher than their Coordinator or Manager no longer produce bonuses for their original Coordinator or Manager.

\*Performance and Maintenance requirements must be met to receive bonuses.

| <u>Postion</u>           | <u>Bonus %</u> |   |
|--------------------------|----------------|---|
| Regional Manager Bonus 3 | RM 3 2%        | Reg Mgrs receive 2% on all 3rd level Reg Mgrs       |
| Regional Manager Bonus 2 | RM 2 2%        | Reg Mgrs receive 2% on all 2nd level Reg Mgrs       |
| Regional Manager Bonus 1 | RM 1 2%        | Reg Mgrs receive 2% on all 1st level Reg Mgrs       |
| District Manager Bonus   | DM 2%          | Dist Mgrs receive 2% on all 1st level Dist Mgrs     |
| Area Manager Bonus       | AM 2%          | Area Mgrs receive 2% on all 1st level Area Mgrs     |
| Area Coordinator Bonus   | AC 4%          | Area Coords receive 4% on all 1st level Area Coords |

All bonuses and/or commissions are subject to charge-backs as incurred from cancellations and/or refunds.

**I UNDERSTAND THE TERMS OF THIS AGREEMENT AND THAT ANY INCOMES STATED ARE ONLY EXAMPLES AND DO NOT PREDICT OR GUARANTEE ANY AMOUNT OF INCOME.**

\_\_\_\_\_  
Coordinator Signature

\_\_\_\_\_  
Date

**Schedule – B**

**\*Performance and Maintenance Requirements**

\*In order to maintain position status and recurring commissions, Coordinators and Managers must remain in good standing while providing active leadership for their Members, Coordinators and Managers.

\*Coordinators and Area Managers must meet minimum performance standards by personally enrolling at least 4 new monthly members per calendar month or 12 new monthly members in any 90 day period.

\*Coordinators and Managers must maintain a minimum retention of 94% of their group’s monthly members from the previous calendar month or 83% of their groups monthly members from the previous 90 days.

If Coordinator or Manager fails to meet maintenance requirements during a 90 day period, Coordinator or Manager will be notified and given 60 days to remedy any failure to meet maintenance requirements. If requirements have not been met at the end of the 60 day remedy period, company shall offer an additional 30 days of assistance to help Coordinator or Manager meet the maintenance requirements. If, after that period, requirements are still not met, company may make any changes it deems necessary to maintain member retention including reduction of Coordinator’s or Manager’s residual commissions to to current retention percentage up to and including termination of Coordinator’s or Manager’s agreement.

**Advancement Requirements**

**Area Coordinator to Area Manager Advancement Requirements**

In order to advance to Area Manager, Area Coordinators must be in good standing, providing active leadership for all their members and have personally enrolled an average of at least 4 new monthly members per calendar month and personally recruited 5 Area Coordinators who have personally enrolled 4 new monthly members within the previous calendar month.

**Area Manager to District Manager Advancement Requirements**

In order to advance to District Manager, Area Managers must be in good standing, providing active leadership for all their group Coordinators, Managers and members and have personally enrolled an average of at least of 4 new monthly members per calendar month and must have personally recruited at least 5 Area Coordinators who have personally enrolled 4 new monthly members within the previous calendar month. To be promoted to District Manager, Area Manager must have 5 first level Area Managers.

**District Manager to Regional Manager Advancement Requirements**

In order to advance to Regional Manager, District Managers must be in good standing, providing active leadership for all their group Coordinators, Managers and members. To be promoted to Regional Manager, District Manager must have 5 first level District Managers.

**I UNDERSTAND THE TERMS OF THIS AGREEMENT AND THAT ANY INCOMES STATED ARE ONLY EXAMPLES AND DO NOT PREDICT OR GUARANTEE ANY AMOUNT OF INCOME.**

\_\_\_\_\_  
Coordinator Signature

\_\_\_\_\_  
Date