



United Freedom Alliance

Agreement for Services – Coordinator Agreement

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 membership, subscription or training fees will result in a charge-back of commissions paid for that membership, subscription or training fee. Any and all charge-backs will be deducted from future commissions or invoiced after 30 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.

Schedule - A

COMMISSION, OVERRIDE and BONUS 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.

Bonuses are paid on revenue generated by Level 2 through Level 5

<u>Position</u>	<u>Membership / Training Fees</u>
Regional Coordinator	30% on Level 1, 20% override on direct AC’s 10% override on direct DC’s and 2% on RC’s levels 2-5
District Coordinator	20% on Level 1, 10% override on direct AC’s 2% on DC’s levels 2-5
Area Coordinator	10% on Level 1 + 2% on AC’s, DC’s and RC’s levels 2-5

***Performance and Maintenance Requirements**

*In order to maintain position status and recurring commissions, Coordinators must remain in good standing while providing active leadership for their Members and Coordinators until becoming vested after 2 years.

*Coordinators 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 until vested after 2 years.

*Coordinators must maintain a minimum retention of 80% of their groups monthly members from the previous 90 days until vested after 2 years.

If Coordinator fails to meet maintenance requirements during a 90 day period, Coordinator will be given an additional 90 days to meet maintenance requirements. If requirements have not been met by the end of the 2nd 90 days, company may reduce Coordinator's residual commissions by current retention percentage.

***Advancement Requirements**

Area Coordinator to District Coordinator Advancement Requirements

In order to advance to District Coordinator, Area Coordinators must be in good standing, providing active leadership for all their members and have personally enrolled an average of at least 12 new monthly members during the previous 90 days and personally recruited 5 Area Coordinators who have each personally enrolled 12 new monthly members within the previous 90 days.

District Coordinator to Regional Coordinator Advancement Requirements

In order to advance to Regional Coordinator, District Coordinators must be in good standing, providing active leadership for all their group Coordinators and members and have personally enrolled an average of at least 12 new monthly members within the previous 90 days and must have personally recruited at least 5 Area Coordinators who have personally enrolled 12 new monthly members within the previous 90 days.

To be promoted to Regional Coordinator, District Coordinators must have 5 first level District Coordinators who are meeting performance and maintenance requirements.