



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, 2% on levels 2-5 |
| District Coordinator | 20% on Level 1, 10% override on direct AC’s + 2% on levels 2-5 |
| Area Coordinator | 10% on Level 1 + 2% on AC’s, DC’s and RC’s levels 2-5 |