



# Financial Freedom

INTERNATIONAL, INC.

Helping People On The Road To Financial Freedom

740 North 530 East \* Orem, UT 84097 \* (800) 669-8815 Fax (801) 434-8794

## Licensee Profile

**Please Print**

The Purpose of this licensee profile is to provide general information to help us evaluate your qualifications.

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Spouse: \_\_\_\_\_ Tax ID Number #: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Best Time to Call: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Best Time to Call: \_\_\_\_\_

Marital Status: \_\_\_\_\_ No. of Dependents: \_\_\_\_\_ Ages: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Email: \_\_\_\_\_

How did you become aware of Financial Freedom?  
\_\_\_\_\_

Name & Phone Number of your sponsor (if applicable).  
\_\_\_\_\_

What qualifying experience do you bring into this business?  
\_\_\_\_\_

What would be the profile of a "most typical" client?  
\_\_\_\_\_

What other services will you be providing to your community through your office?  
\_\_\_\_\_

**Business and Management Goals**

**Yes** **No**

Do you plan to devote your full time to this business?

Will your spouse be active in the business?

Will this business be your primary source of income?

Have you ever owned a business?

**Comments:** \_\_\_\_\_

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## LICENSE AGREEMENT

THIS AGREEMENT is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 200 \_\_, between **Financial Freedom International, Inc.**, a Nevada corporation (hereinafter referred to as the "Company" and at times as "We" or "Us") and \_\_\_\_\_ (hereinafter referred to as "You" and at times as "Licensee").

WHEREAS, We are in the business of developing and marketing educational materials and programs relating to individual financial fitness and well-being and related education and teaching products; and

WHEREAS, You, as an independent contractor and recognizing the value of Our products, desire to acquire the right to add the Products to Your line of products and services upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties hereto agree to be bound and abide by the following terms and conditions:

### 1. DEFINITIONS

A. Education Materials. Financial education and instruction books (including the Financial Fitness Training Course), debt analysis, manuals, coaching and worksheets on interactive CD-Rom, workbooks, guidebooks and audio cassettes and related materials, as developed.

B. Education Agreement. The agreement signed by the customer for the Education Materials.

C. Customer. A person who purchases the Financial Fitness Training Course, Pay Accel Program or related financial education and instructional materials or other Products and Programs for personal use and not for distribution or resale.

D. Products and Programs. The Financial Fitness Training Course and other financial education and instruction materials, Pay Accel Program, Pay Accel software, credit correction materials and related products or programs as changed by Us from time to time.

E. Trademarks. The Financial Freedom trademark, logo and related marks and commercial symbols. Our logo is registered with the U.S. Patent and Trademark office.



F. Copyright. All of our written audio and visual materials are copyrighted and owned by Us, including without limitation, all Product and Program materials and You agree not to copy any of Our materials without our prior written permission.

G. Confidential Information. Confidential Information as used herein means all technical information pertaining to the Education Materials, Products and Programs and information relating to customers, marketing strategies and pricing of the Products, guide books, CD Rom, tapes, videos or other matters subject of this Agreement which are disclosed by Us to You:

H. Financial Fitness Training Course (9Steps2Wealth System). Financial Fitness Training Course means our financial educational materials and workbooks.

I. Area of Responsibility. The non-exclusive area over which You shall have responsibility to advertise, market and distribute Our Products and Programs, to service Customers and to assist with Customer questions and problems. This area is assigned to You by Us and may be changed or altered in Our discretion.

## **2. DISTRIBUTION RIGHTS.**

A. Subject to the terms and conditions of this Agreement and the continuing performance of Your obligations hereunder, You shall have, during the term hereof, the non-exclusive right to market, sell and distribute the Products and Programs in Your Area of Responsibility.

B. The format and content of all advertising by You must be approved, in advance, by Us. We shall respond within ten days of receipt. If We do not respond within ten days, such advertisement shall be deemed approved. You shall assure compliance with all federal and state laws and regulations relating to Your advertising and shall truly and fairly represent the Products and Programs in all such advertising.

## **3. PURCHASE ORDERS**

A. You agree to purchase the Products and Programs pursuant to written orders acceptable to Us.

B. Ordered Products shall be deemed accepted by You unless notice of defect is received by Us and the defective Product returned within sixty (60) days of shipping. In the event of discovery of a defective Product, Our sole responsibility shall be to exchange such Products for a new one of the same type. You shall have no other remedy and We shall have no other obligation for defective Products.

C. We may modify, alter, improve, change or discontinue any or all of the Products and Programs at any time and from time to time with thirty (30) days prior notice to You. You shall have no claim against Us for damages resulting from any such modification, alteration, improvement, change or discontinuance.

## **4. DELIVERY.**

We will make reasonable efforts to promptly fill all accepted orders. We will make shipment of the Products to the location specified in Your purchase order and We pay all shipping costs. The mode of shipment shall be at Our discretion. Claims for shortages, not attributable to the carrier, must be made by You within five (5) business days after arrival of shipment at the specified destination.

## **5. PURCHASE PRICE AND PAYMENTS**

A. We will provide a price list to You for all Products and Programs. The purchase price and terms of sale of any Product or Program may be changed at Our discretion upon ten (ten) days prior notice to You. The initial prices for the Products and Programs are set forth in Exhibit "A".

B. Currently, all orders for Products and Programs are payable in full, thirty (30) days after receipt by You. Payments shall be made without any set-off or counterclaim and free and clear of any deduction, whatsoever. Failure to make payments when due shall be a breach of this Agreement and any acceptance of partial payments shall not be construed to be a correction or waiver of such breach. You hereby grant to Us a security interest in all Products and their proceeds until paid. This Agreement shall constitute a financing statement and You shall cooperate with Us in the perfection of such security interest.

C. Upon termination of this Agreement, the payment date of all monies due to Us shall automatically be accelerated so that they shall become due and payable on the effective date of termination.

## **6. RESPONSIBILITIES.**

A. You shall:

(1) Use Your best efforts and devote such time as is necessary to promote the sale and use of the Products and Programs and to maintain the knowledge, capital facilities and personnel necessary to effectively market the Products and Programs.

(2) Conduct Your own business in Your own name and establish Your own marketing, sales, business plan and advertising program. You have discretion over Your own marketing and promotion decisions and You are free to set Your own hours, location and methods of selling. You shall assume and pay all costs of conducting Your own business and shall be solely responsible for the acts of Your employees. You agrees to pay all applicable self-employment taxes, sales taxes, local taxes and licensing fees.

(3) Deliver to Us an on-going quantity report forecasting sales for the then current calendar quarter and the following calendar quarter in a form acceptable to Us.

(4) Strictly follow the state and federal laws and regulations relating to the advertising and marketing of the Products and Programs and not engage in any unfair trade practice or make any false or misleading representation with regard to the Products and Programs and to strictly comply with all laws and regulations applicable to the marketing and sale of the Products and Programs and to promptly deliver all purchased Products and Programs to Your Customers.

(5) Study the Products and Programs and become proficient in the use of the related materials and to strictly abide by Our policies and procedures relating to the use, marketing sale and use of the Products and Programs. You further agree to use all agreements and forms required by Us. We reserve the right to audit any of Your sales presentations for compliance with Our policies and procedures and related laws and regulations. Your employees shall be knowledgeable about Our Products and Programs, Our policies and procedures relating thereto and laws and regulations applicable.

(6) Promptly notify Us of any existing or possible litigation involving You or the Products or Programs.

(7) Not do any act with respect to the Trademarks or Products and Programs not specifically authorized by this Agreement.

(8) Use Your best efforts to assist Your Customers with workbooks and other materials and to establish and provide follow-up and Customer service programs.

(9) At times, You may find that a Customer may be in need of debt adjustment. You are not authorized to negotiate with creditors of Your Customers, nor to conduct other debt adjustment and credit counseling activities. You shall refer all such Customers to a non-profit foundation, but You may not charge any fee whatsoever for such services.

B. We shall:

(1) Provide You with such sales and technical information, literature, websites and brochures and other information as may be available. We may charge a reasonable fee for such materials.

(2) Provide You with training in the use of Our materials. You shall pay \$79.00 for the basic starter package or \$199.00 for the premium starter package. The price may be adjusted in some jurisdictions to conform to the laws of that jurisdiction.

## **8. COMPENSATION.**

You shall receive a payment on all such sales to Your Customers as set forth on Exhibit "A". In addition to the up front compensation on the Products and Programs, there may be times when We earn on-going fees from a Customer subsequently enrolled in the on-going PayAccel Program or other Coaching Programs of which you shall receive a payment as set forth on Exhibit "A".

## **9. PROTECTIVE PROVISIONS.**

Confidential Information which is disclosed, or which otherwise becomes known to You shall be used by You only during the term and for the purposes of this Agreement. At all times during and after the term hereof, You shall maintain in confidence, and shall take all necessary steps to insure that Your shareholders, directors, agents and employees maintain in confidence, all such Confidential Information and shall refrain from disclosing any portion thereof to others. The provisions hereof shall survive any termination of this Agreement. You understands that Our written materials are copyrighted and agree not to copy or reproduce any such materials without Our prior written authorization.

## **10. TRADEMARKS.**

We are the owner of the Trademarks. You shall have the right to use the Trademarks only in connection with the marketing of the Products and Programs and not as part of Your business name. We control the nature and quality of the use of the Trademarks. Any use of the Trademarks must be approved by Us. You shall follow Our standards for the Products and Programs and allow Us to conduct such inspections, tests and audits as are reasonably necessary to ensure Your compliance with such standards. Nothing contained herein shall be deemed to give You any right, title or interest in the Trademarks.

## **11. TERM AND TERMINATION.**

A. This Agreement is effective as of the date first written and shall continue indefinitely; provided that after one year either Party may terminate this Agreement by giving the other Party not less than ninety (90) days prior written notice of termination. Such termination shall not affect the commission vesting schedule set forth in paragraph 11 D below.

B. In the event that either Party breaches this Agreement, the other Party shall, in addition to any other remedy You may have, have the right to terminate this Agreement, upon ten (10) days written notice for failure to pay for any Product or Program, and upon thirty (30) days' written notice for all other defaults; provided, however, that the breach has not been cured during the applicable notice period. If the breach has not been remedied during such period, written notice of such failure to remedy shall be sufficient to affect termination, effective three (3) days after written notice thereof.

- C. Upon the expiration or termination of this Agreement, for any reason, in addition to the provisions set forth above, You will:
1. Immediately after expiration or termination, pay all amounts due and/or owing to Us;
  2. Immediately cease and desist from using the Trademarks; and
  3. Remove and not thereafter use the Trademarks or anything similar thereto and immediately destroy or return to Us all advertising matter, and other printed materials in Your possession or under Your control depicting the Trademarks.

D. Unless terminated for cause, upon termination You shall be entitled to receive an on-going payment on receipts from Your paying Customers, purchasing Products or Programs prior to termination based upon the length of time You were a distributor of the Products and Programs under this Agreement; provided that You have met the minimum purchase requirements set forth in Section 6 above:

	<u>Length of Time As Licensee</u>	<u>Period of On-Going Payments</u>
A.	Less than one year of consistent production	none
B.	One full year of consistent production	6 months
C.	Two full years of consistent production	1 year
D.	Three full years of consistent production	1 year and 6 months
E.	Four full years of consistent production	2 years
F.	Five full years of consistent production	Your life

If terminated for cause, You will not receive any on-going payments.

**12. AGREEMENT NOT TO COMPETE**

A. During the term of this Agreement and for any renewals or extensions hereof, neither You nor Your owners, partners, officers, or directors shall directly or indirectly enter into or in any manner take part in any business, profession, proprietorship or any other endeavor which manufactures, sells, markets or distributes any products or services which are the same as or similar to the Products and Programs or that otherwise competes with Us in any manner.

B. Upon termination or expiration of this Agreement for any reason, for a period of two years thereafter, neither You, nor Your owners, partners, officers or directors shall directly or indirectly participate as an owner, director, partner, consultant, agent, employee, advisor, officer or serve in any other capacity in any other business or entity engaged in the production, sale, marketing or distribution of products or services which are the same as or similar to Our Products and Programs in any area where the Company or its licensees or distributors are doing business. You further agree not to use, at any time, Our trade secrets or other Confidential Information.

C. The foregoing covenants, to the extent they apply following the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement and shall apply regardless of whether this Agreement was terminated by lapse of time, by default of either Party, or for any other reason.

**13. LIMITATIONS**

A. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 3B ABOVE, WE MAKE NO WARRANTIES RELATING TO THE PRODUCTS OR PROGRAMS EXPRESS, OR IMPLIED, AND EXPRESSLY EXCLUDE ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PRODUCTS AND PROGRAMS OTHER THAN AS PROVIDED IN THIS PARAGRAPH. YOU SHALL MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED.

B. In no event shall Our aggregate liability arising from or relating to this Agreement or the Products and Programs (regardless of the form of action, whether by contract, warranty, tort, malpractice, fraud and/or otherwise) exceed the amount actually paid by You to Us. In no event shall We be liable to You or any Customer or third party for any consequential, special, indirect, incidental or punitive damages.

**14. INDEMNIFICATION**

A. You agree to indemnify and hold Us harmless from any claim, damage or cause of action (inclusive of negligence, misrepresentation, or error or omission) or other breaches of this Agreement by You or Your representatives relating to Your business or Your failure to strictly follow the laws and ordinances applicable to the location where You do business. You shall be solely responsible for any claims, warranties or representations made by You or Your employees or agents which differ from the warranty or representation provided by Us.

B. We agree to indemnify and hold You harmless from any claim or damages for claims of copyright infringement relating to the Products or other breaches of this Agreement on Our part or Our representatives relating to Our business.

**15. SUBCONTRACTING AND ASSIGNMENT.**

This Agreement shall be binding and inure to the benefit of the Parties hereto. Your rights are personal in nature and You shall not assign any of Your rights nor delegate any of Your obligations under this Agreement to any third Party without Our express written consent. Any act in derogation of the foregoing shall be null and void.

**16. NOTICES.**

\_\_\_\_\_All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally, (ii) by overnight courier upon written verification of receipt, (iii) by telecopy or facsimile transmission when confirmed by telecopier or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, five (5) days after deposit in the mail addressed as follows:

Licensee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_

Company Financial Freedom International, Inc.  
740 North 530 East  
Orem, UT 84097

**17. YOUR REPRESENTATIONS**

You understand that the success or failure of Your business depends, in major part, upon Your efforts and that You must strictly comply with governmental law and regulations in Your area governing the sale of the Products and Programs. We have made no income guarantees nor projections or any claims that You will be successful. You are not protected from loss. You have conducted Your own investigation, due diligence and evaluations regarding Your business and the Products and Programs. WE HAVE NOT REPRESENTED: (1) that We will provide sales locations, outlets or assist You in finding sales locations or outlets; nor (2) that We will provide You with a sales or marketing program that will produce income in excess of Your initial investment; nor (3) that Your business will produce income in excess of Your initial investment; nor (4) that You will earn or that You are likely to earn a net profit, nor that We will provide a marketing program to You. You have done Your own investigation, due diligence and evaluations regarding the business and have made Your own independent determination of its value. No promises or representations have been made by Us or any of Our representatives or agents other than herein set forth. No modifications of the terms of this Agreement shall be valid unless made in writing and executed by both You and Us.

\_\_\_\_\_  
Your Signature

**18. MISCELLANEOUS**

A. Independent Contractors. The Parties hereto are independent contractors and nothing contained in this Agreement shall be construed to create the relationship of partners, joint ventures, employer-employee or franchisor-franchisee. You acknowledge that You do not have, and shall not make any representations to any third party, either directly or indirectly, that You have any authority to act in the name or on behalf of Us or to obligate Us in any way whatsoever except as expressly provided herein. You agree not to represent that You are an agent or representative of Ours and You further agree not to use the word "agent" or any other designation which might imply that We are responsible for Your acts.

B. Disputes and Arbitration.

(i) The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for actions to seek temporary restraining orders or injunctions related to the purposes of this Agreement, or suit to compel compliance with the dispute resolution provision, the Parties agree to use the following alternative dispute procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

(ii) At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that non-lawyer, business representatives, conduct these negotiations. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement between the Parties, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion and correspondence among the representatives for the purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and concurrence of both Parties.

(1) If the negotiations do not resolve the dispute within sixty (60) days after the initial written request, either Party may demand arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association for binding arbitration in accordance with procedures set out in its rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this paragraph. Each Party may submit in writing to a Party, and the Party shall respond, to a maximum of any combination of fifteen (15) (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties.

(2) The Parties shall contract with the arbitrator to commence the arbitration hearing within sixty (60) days of the demand for arbitration. The arbitration shall be held in Salt Lake City, Utah. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties agree that any claim to be arbitrable hereunder shall result in an award not more than 180 days from the date of the statement of claim filed with the American Arbitration Association unless otherwise mutually waived by the Parties. The Parties may submit written briefs. The Parties shall require the arbitrator to rule on the dispute by issuing a written opinion within thirty (30) days after the close of the hearings. The times specified in this paragraph may be extended upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(3) Each Party shall bear its own cost of these procedures. A Party-seeking discovery shall reimburse to the responding Party the costs of production of documents (to include search time and reproduction costs). The Parties shall equally split the fees of any mediation and arbitration.

C. Governing Law and Jurisdiction. The rights of the Parties and provisions of this Agreement shall be interpreted and governed in accordance with the laws of the State of Utah. If for any reason a court action is filed, You consent to the jurisdiction of the courts of record in the State of Utah and agree that proper jurisdiction and venue shall be in the state and federal courts of Salt Lake County, Utah.

D. Waiver. The failure of either Party to enforce, at any time or for any period of time, any provision of this Agreement shall not be construed to be a waiver of such provision or of the right of such Party thereafter to enforce such provision.

E. Amendment. This Agreement may be amended only by a written instrument signed by each Party.

F. Headings and References. The headings of the paragraphs hereof are for convenience of reference only and do not constitute a Part hereof. Agreement as used herein, includes without limitation this Agreement and the Exhibit hereto.

G. Entire Agreement. This Agreement and Exhibit contain the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein shall not be binding upon either Party.

H. Cumulative Rights. The rights hereunder are cumulative and no exercise or enforcement by either Party of any right or remedy hereunder shall preclude the exercise or enforcement by the other of any other right or remedy hereunder which either Party is entitled by law or equity to enforce.

YOU REPRESENT, COVENANT, AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING YOUR SUCCESS, AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE POTENTIAL SUCCESS OF THE BUSINESS OPERATIONS UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, We and You have respectively signed and sealed this Agreement as of the day and year first above written.

COMPANY

LICENSEE

Financial Freedom International, Inc.

BY \_\_\_\_\_  
Its \_\_\_\_\_

BY \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT “A”**

**PRODUCTS AND PROGRAMS  
PRICE LIST & COMPENSATION**

1. You will be permitted to offer the following products, programs and services:
- |                                | <u>Price</u>                 |
|--------------------------------|------------------------------|
| a. Financial Recovery Coaching | \$269.00, \$35 / mo for 9 mo |
| b. Credit Enhancement Coaching | \$269.00, \$49.95 / mo       |
| c. PayAccel™Plus               | \$6,500 (\$19.95/month)      |
| c. PayAccel™Premium            | \$8,500 (\$19.95/month)      |
| d. PayAccel™Heloc              | \$4,500                      |