

# **Financial Education Services, Inc.**

## **Independent Sales Representative Agreement**

1. **Authorization and Contract.** By executing the Financial Education Services Independent Sales Representative Agreement ("ISR Agreement" or "Independent Agent Agreement"), you apply for legal authorization to become a Financial Education Services business owner and enter into contract with Financial Education Services, Inc., hereinafter "FES." You acknowledge that prior to signing you have received, read and understood the FES Income Disclosure Statement, that you have read and understood the FES Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on [www.vrtmg.com](http://www.vrtmg.com), and that you have read and agree to all terms set forth in this Agreement. FES reserves the right to reject any application for any reason within 30 days of receipt.

2. **Expiration, Renewal, and Termination.** The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If you fail to annually renew your FES business, or if it is canceled or terminated, you understand that you will permanently lose all rights as a Independent Agent. You shall not be eligible to sell FES services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former down line organization. FES reserves the right to terminate all Independent Agent Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. Independent Agent may cancel this Agreement at any time, and for any reason, upon written notice to FES at its principal business address. FES may also cancel this agreement if the FES Independent Agent breaches any of the provisions as stated in the companies policies and procedures manual.

3. **Independent Contractor Status.** You agree this authorization does not make you an employee, officer, or legal representative of FES or your Sponsoring Independent Agent. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through FES on your own account. FES has the right to control or direct only the result of your work and not what will be done or how it will be done. FES will determine the time, place and manner of agent enrollment, suspension or termination, but you have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC issued to the EIN or social security number on your account reflecting the amount of income paid to you during the calendar year. It will be your sole responsibility to account for such income on your individual income tax returns.

4. **Presenting the Plan.** You agree when presenting the FES Compensation Plan to present it in its entirety as outlined in official FES materials, emphasizing that sales to end consumers are

required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by FES. You agree to instruct all prospective Independent Agents to review the FES Income Disclosure Statement.

5. Selling the Service. You agree to make no representations or claims about any of the services beyond those shown in official FES literature. You agree to sell services available through FES only in authorized territories. You further agree that as an independent agent of FES, you are not authorized to offer or sell, and will not offer or sell, any credit repair or restoration services for FES.

6. FES's Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by FES, including Line of Sponsorship (LOS) information (*i.e.*, information that discloses or relates to all or part of the specific arrangement of sponsorship within the FES business including, without limitation, Independent Agent lists, sponsorship trees, and all FES Independent Agent information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of FES, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with FES, FES grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports/ manufacturing and service developments/ and Independent Agent sales, earnings and other financial reports to facilitate your FES business.

7. Non-Solicitation Agreement. in accordance with the Policies and Procedures, you agree that during the period while you are a Independent Agent, and for one calendar year following resignation, nonrenewal, or termination of your business, you will not encourage, solicit/ or otherwise attempt to recruit or persuade any other FES Independent Agent to compete with the business of FES.

8. Images / Recordings / Consents. You agree to permit FES to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by FES for any lawful purpose, and without compensation.

9. Modification of Terms. The terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

10. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with FES as set forth in this Independent Agent Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Michigan without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against FES with jurisdiction and venue as provided by Louisiana law.

11. Fax copy. A faxed copy of the Agreement shall be treated as an original in all respects.

12. Dispute Resolution. All disputes and claims relating to FES, its services, the rights and obligations of an Independent Agent and FES, or any other claims or causes of action relating to the performance of either an Independent Agent or FES under the Agreement or the FES Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Farmington Hills, Michigan, or such other location as FES prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Additionally, you agree not to initiate or participate in any class action proceeding against FES, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent FES from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. Time limitation. If an Independent Agent wishes to bring an action against FES for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Independent Agent waives all claims that any other statutes of limitations apply.

14. Miscellaneous. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and FES and supersedes any prior agreements, understandings and obligations between you and FES concerning the subject matter of your contract with FES.

15. Montana residents: A Montana resident may cancel his or her Independent Agent Agreement within 15 days from the date of enrollment.

16. Notice of Right to Cancel. You may request a refund on your enrollment fee if it's done within three business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN BUSINESS DAYS following receipt by FES of your cancellation notice. To cancel this transaction, notify agent support by phone or email not later than midnight of the third business day following the date of this agreement. No refunds will be issued after the cancellation period.

17. Submission of Electronic W-9. Under penalty 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. Citizen or other U.S. person.

# **United Credit Education Services**

## **Independent Sales Representative Agreement**

1. Limited Agency. Simultaneously with your enrollment as an Independent Agent of Financial Education Services, Inc. (FES) for the purpose of selling its various non-credit repair services and products, you may also enroll as an Independent Agent for the purpose of selling the credit restoration service products offered by United Credit Education Services (“UCES”). UCES is exempt under the Credit Repair Organization Act (15 U.S.C. ' '1679, et. seq.) as a charitable organization which is tax exempt under ' 501(c)(3) of the Internal Revenue Code, and is not a federal credit repair organization.

As such, you are authorized to refer potential customers to a website approved by UCES for the purpose of customer enrollment for credit restoration services. You are not authorized to act on behalf of UCES for any other purpose.

2. You do not have the power to bind UCES to any contract or to sign any document on behalf of UCES, to accept any moneys from a consumer on behalf of UCES, to perform any credit restoration services for any consumer, or to provide any customer support to any customer of YFL. All agreements, funds, services and customer support with respect to credit restoration services will be handled exclusively by UCES directly and its employees authorized to act on its behalf.

Pursuant to an agreement between FES and UCES, FES also performs certain administrative services of behalf of the sales force of UCES independent sales representatives. Accordingly, as an agent of UCES, your payment and compensation will be processed by FES as the administrative agent on behalf of UCES. If you have any questions or concerns about your status as an agent of UCES, please direct them to its administrative agent, *i.e.*, FES.

3. Authorization and Contract. By executing this Independent Sales Representative Agreement (“ISR Agreement” or “Independent Agent Agreement”), you acknowledge that prior to signing you have received, read and understood the UCES Income Disclosure Statement, that you have read and understood the UCES Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, and that you have read and agree to all terms set forth in this Agreement. UCES reserves the right to reject any application for any reason within 30 days of receipt.

4. Expiration, Renewal, and Termination. You will be recognized as an agent of UCES to the same extent, under the same terms and conditions, and for the same term, as are applicable to you as an independent sales representative of FES. As a limited agent of UCES, you are covered by the same policies and procedures as you are as an agent of FES. If you have a change in status as an independent sales representative of FES, it will be mirrored in your relationship with UCES for administrative purposes.



of the State of Michigan without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against YFL with jurisdiction and venue as provided by Louisiana law.

12. Dispute Resolution. All disputes and claims relating to YFL, its services, the rights and obligations of an Independent Agent and YFL, or any other claims or causes of action relating to the performance of either an Independent Agent or YFL under the Agreement or the YFL Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Farmington Hills, Michigan, or such other location as YFL prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Additionally, you agree not to initiate or participate in any class action proceeding against YFL, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent YFL from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. Time limitation. If an Independent Agent wishes to bring an action against YFL for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Independent Agent waives all claims that any other statutes of limitations apply.

14. Miscellaneous. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and YFL and supersedes any prior agreements, understandings and obligations between you and YFL concerning the subject matter of your contract with YFL. A faxed copy of the Agreement shall be treated as an original in all respects.

15. Montana residents: A Montana resident may cancel his or her Independent Agent Agreement within 15 days from the date of enrollment.

16. Notice of Right to Cancel. You may request a refund on your enrollment fee if it's done within three business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN BUSINESS DAYS following receipt by YFL of your cancellation notice. To cancel this transaction, notify agent support by phone or email not later than midnight of the third business day following the date of this agreement. No refunds will be issued after the cancellation period.