



Multi Vision Financial, Inc. INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the [] day of [], 20 , between Multi Vision Financial (“the Company”) and [Name] (“the Contractor”).

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an Independent Contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. **Duties, Term, and Compensation.** The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth as the fee which is attached as (**Exhibit A and Compensation Plan**), which may be amended in writing from time to time, or supplemented with subsequent compensation for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference. As consideration for the Services to be provided by Contractor and other obligations, the Company shall pay to Contractor the amounts specified in the (**Compensation Plan**). *Payment Upon Early Termination:* In the event of termination, Contractor shall be paid for any portion of the Services that have been performed prior to the termination in accordance with the Statement of Work.
3. **Expenses and Benefits.** Contractor acknowledges and agrees that Contractor and it’s Assistants shall not be eligible for any Company employee benefits or expenses rendered. Contractor shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services.
4. **No Authority to Bind Company.** Contractor acknowledges and agrees that Contractor and it’s assistants have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.
5. **Results Reports.** A final results report shall be due at the conclusion of a funding project and shall be submitted to the Contractor confidentially..
6. **Inventions.** Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor’s prior written approval by the Company to a wholly-owned subsidiary of the Company.
7. **Confidentiality.** The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company’s business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of

the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an Independent Contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

8. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Furthermore, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company.
9. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
10. Merger. This Agreement may be terminated by the merger or consolidation of the Company into or with another entity.

11. Termination. The Company may terminate this Agreement at any time by 7 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor. Either party may immediately terminate this agreement in the event that either party breaches this agreement.
12. Independent Contractor. This Agreement shall NOT render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an Independent Contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Independent Contractor will receive an annual 1099 for earned compensation. The Independent Contractor is NOT a wage earner or W-2 employee. The Independent Contractor does not have set hours or a set schedule. The Independent Contractor may come and go as he or she desires / warrants and sets their own hours and work schedule from home. The Independent Contractor is NOT an employee or considered or deemed an employee practically or conceptually. The Independent Contractor is responsible for their own insurance and forfeits any and all claims against the company for work related sickness or injury.
13. Taxes; Insurance. Contractor shall be paid pursuant to IRS Form 1099, and shall have full responsibility for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance and any U.S. immigration visa requirements.
14. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto only with no succession to any other parties, heirs, or benefactors.
15. Choice of Law. The laws of the State of [Utah] shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
16. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in the State of Utah in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
17. Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.
18. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to

another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:	[Name [Street address [City, State, Zip]]]
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If to the Company:	Multi Vision Financial 373 E. 800 South Suite #202 Orem, UT 94097
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Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
20. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
21. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
22. Electronic Information. Contractor agrees to receive electronic information from Multi Vision Financial.
23. Funding Clients. We do not guarantee every client submitted to Multi Vision Financial will be closed or funded.
24. Disillusion of Contract. At any time Multi Vision Financial may cancel this contract or terminate relationship with said contractor.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

[Company name]

[Contractor's name]

Date:

By: _____

By: _____

Exhibit A

The Contractor shall strictly perform in a “referral role” thereby providing only essential contact information to the Company of a prospective client that has a basic and primary interest in exploring a business loan. Under no circumstances will the Contractor collect any confidential client data including any financial or legal documents business or personal. The Contractor shall under no circumstances discuss any terms or conditions or represent to the client any tangible offers of the Company. The Company will conduct all consulting and related sales presentations to the client. The Company will be solely responsible for interfacing, consulting, closing and transacting any specific business terms, conditions and transactions with the client.

Compensation to the Contractor will be in the form of a Commission dollar amount USD the client receives thru a bank wire or check. **(See [Compensation Plan](#))** The Contractor will be compensated by Company check payable within 3 - 7 business days of receiving the actual funding commission from the respective direct funding lender. The Contractor will be notified of any commission(s) due by a Final Reports summary provided by the Company when the transaction with the client has completed the final funding and wiring cycle with the respective funding lender.

Funded Referral Commissions **(See [Compensation Plan](#))**

Renewal Bonuses: Renewal compensation may be offered in any monthly period at the sole discretion of Multi Vision Financial to Referral Agents consistently funding a minimum of one loan per month.

Initial Here _____

MVF Referral Agent / Independent Contractor Compensation Plan.

Our plan is very simple and designed for any agent that funds 5-6 deals a month with an average deal size of \$35,00 should make \$50,000- \$60,000 yearly.

Referral Agent Compensation Plan

You submit a Merchant Cash Advance lead that funds.... you will receive 35% of the gross commission.

Flat Fee commission for 3-5yr term Low Rate Business Credit Lines \$500

Flat Fee commission on Buy Rate Business Loan Consulting \$700

Flat Fee Commission on Hard Money Commercial Loans \$700

Referral Agent/ Independent Contractor Guidelines:

Client must be submitted through online dashboard at www.mvfloans.com. Newly submitted clients have a 30-day exclusivity to where no other agent can submit the same client. Commission will be paid within 3-7 business days of "loan funded". Signed W9 and a copy of your driver's license are required to get paid on funded deals.

This does not make you an employee of MVF. MVF has the right to cancel or modify this contract or program at any time. We do not guarantee every client submitted will fund.

Name _____

Business Name _____

Address _____ City _____ State _____ Zip Code _____

Contact Phone _____ Email _____

Signature _____ Date _____

Approved Agent _____ MVF CEO Date _____