

Gold Shield Alliance, LLC

Service Agreement

I. OVERVIEW

This Service Agreement (the "Agreement") is made and entered between "client", and Gold Shield Alliance, LLC (GSA) a Missouri Limited Liability Company with primary mailing office at 950 Herrington Rd, Suite 171, Lawrenceville, GA 30044, hereafter referred to as "GSA" or "Company". Upon acceptance by both parties, this agreement replaces any existing agreement between the parties for all future business.

GSA is offering certain services exclusive to members of Freedom Foundation USA, LLC dba Freedom Club USA (FCUSA). FCUSA will do appropriate marketing and collection of payment for all services rendered.

GSA does not provide legal, accounting or tax advice in its offerings.

GSA provides proprietary educational programs to educate and assist clients with financial challenges. It is the client's responsibility to educate themselves and determine the suitability of any of the GSA programs. No guarantees of success are stated or implied. All processes are provided on a "best efforts basis".

Benefits:

- ◆ GSA provides a variety of offerings to assist clients to resolve certain financial challenges.
- ◆ Mortgage and foreclosure support.
- ◆ IRS and CRA tax support.
- ◆ Vehicle loan challenges and repossessions.
- ◆ Credit card and student loan challenges.
- ◆ General suits including but not limited to auto accidents, slip and fall, liability and slander, injury, civil, criminal and imprisonment.
- ◆ Current and upcoming programs may be modified, removed or added at the full discretion of GSA.
- ◆ Potential benefits of each process include removal of liens, levies, garnishments; payment of bank, IRS or CRA debt; stopping foreclosures and repossessions.

All processes are completed by GSA through a Power of Attorney document provided by client at time of first payment and will cover all future processes. Payment for each educational process is currently set at \$495 per process or as may be revised from time to time. Each loan, court case or claim against client is considered a unique process.

GSA operates on behalf of the named client with its proprietary letter program. The client and GSA as Attorney-In-Fact are named in this document as well as relevant challengers provided by client. All correspondence is to be directed to GSA. Once the process has begun, should the client be contacted by their challenger by phone, they are to advise the caller this matter is in the hands of GSA and to contact them by letter at the address provided in their notice. Should any written communication on the matter be received, forward to the GSA office.

GSA reserves the right to accept or reject any client application or process at its full discretion.

Once accepted, all fees are non-refundable nor transferable.

Costs:

FCUSA membership: \$300

GSA Process: \$795 to \$895 each

II. NON-DISCLOSURE/NON-COMPETE

Recitals

- A. "GSA" wishes to provide "Client" certain educational information pertaining to debt resolution/equalization including, but not limited to: mortgages, credit card, car loans, student loans, IRS and other programs plus all variations of these. This includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above.
- B. "GSA" is providing this educational information to "Client" for the purpose of providing asset reclamation and asset protection information, which is to be confidential and regards said information to be as a trade secret. GSA desires to protect those parts from unauthorized disclosure or use (such confidential trade secret parts being hereafter collectively referred to as "Information").
- C. "GSA" is willing to disclose "Information" to "Client" on the terms and conditions set forth herein.
- D. "Client" agrees not to compete with "GSA" or disclose "Information" per the terms and condition set forth herein.
- E. Should "Client" wish to contract as an Ambassador with FCUSA; the "Client" can apply online with FCUSA.

III. AGREEMENTS

Therefore, "GSA" and "Client" agree as follows:

1. "Client" shall:
 - a. (1) Not disclose "Information" of "GSA" to any other person and (2) use the same degree of care to maintain the "Information" confidential as "Client" would use in maintaining clients own confidential Information, but always at least to a reasonable degree of care;
 - b. Use the "Information" only for the above purpose;
 - c. Not compete with "GSA" by utilizing "GSA" educational processes for their own use or to sell such educational processes to any third party without the express written permission of "GSA";
 - d. Upon any termination, within fifteen (15) days following request of "FCUSA", return to "FCUSA" all documentation, copies, notes, diagrams, computer storage media and other materials containing any portion of the "Information", or confirm to Owning Party, in writing, the destruction of such materials;
 - e. Not allow any "non clients" to 3 way or take part in "client only" calls..
2. Disclosure. This agreement imposes no obligation on "Client" with respect to any portion of the "Information" received from "GSA" which (a) is or becomes generally known or publicly available other than by unauthorized disclosure, (b) is independently developed by "Client" or (c) is disclosed by "GSA" to a third party without a duty of confidentiality on the third party.
3. Confidentiality. "CONFIDENTIAL" includes, but is not limited to all written and verbal communication provided to "Client" by any means.
4. Property. The "Information" shall remain the sole property of "GSA". "GSA" makes no representation with respect to, and does not warrant any "Information" provided under this agreement, but shall furnish such in good faith. Without restricting the generality of the forgoing, "GSA" makes no representations or warranties, whether written or oral, statutory, express or implied with respect to the "Information" which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. "GSA" shall not be liable for any special, incidental or consequential damages of any nature whatsoever resulting from a receipt or use of the "Information" by the "Client".
5. Breach. In the event of a client breach or threatened breach or intended breach of this Agreement by "Client", "GSA" may proceed with termination of their processes as outlined in Breach and Termination below.
6. License. "Client" will not export, directly or indirectly, any technical data acquired from "GSA" or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export

requires an export license or other governmental approval, without first obtaining such license or approval from "GSA".

7. Rights. The Rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred. By signing this document with my electronic signature and signing, notarizing and mailing the GSA approved Power of Attorney document I, the Assignor "Client", without recourse, irrevocably assign to GSA rights to act on my behalf as Attorney-In-Fact in regards to all submitted and paid processes.

8. Inquiries. Client agrees to respond to any inquiries from law enforcement or legal authorities or courts that you are under a non-disclosure contract and cannot divulge any details of this agreement or with whom it is made.

9. Entrapment. Client agrees to disclose in writing to GSA headquarters that if true, the client is an agent for Federal, State, or Local agencies being officially or unofficially on a mission of entrapment or for any investigative purposes immediately upon or before entering into this agreement.

10. Relationship of Parties. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon either party's sole discretion to terminate this Agreement at any time without cause. Client further, agrees that, if the Client determines that he/she is a "taxpayer," or is a party made "liable," then the Client shall be responsible for all of Client's federal and state taxes, withholding, social security, insurance, and other benefits.

11. Free Will. Client is participating in this educational process and any subsequent educational process, solely on their own behalf and of their own free will.

12. Indemnification. The Client agrees to indemnify and hold harmless GSA, Freedom Club USA, FFUSA, Freedom Foundation USA, LLC and their officers, directors, employees, consultants, referrers, ambassadors representatives, members and agents from any and all claims, damages, failure to perform, breach of contract, or any other potential liability regarding the benefits and services as offered by GSA. ". "GSA" agrees to operate in good faith and put forth a best effort in regards to each processes success. All processes/programs and/or services are provided to client on a best efforts basis. GSA reserves the right to amend this agreement from time-to-time with any new provisions binding to both parties as is necessary to memorialize accurately this agreement between Client and GSA and accurately depict the agreement between GSA and client.

"Client" hereby agrees, warrants and attests that they will provide true and accurate information, at all times, to the best of their knowledge, and will at no time knowingly and/or willfully misrepresent, or provide false, misleading, or inaccurate information.

"Client" agrees that they are solely responsible for the validity and accuracy of any and all information provided to "GSA", Freedom Club USA and/or "FFUSA" Freedom Foundation USA, LLC, et al.

13. Breach Defined. Should Client act or cause any action(s) against GSA, legal or other, or speak, write, email, post articles, forward articles of any content or performs an action or causes an action to occur that disparages, defames, brings harm, injures, discredits or dishonors GSA, these actions will be construed as a Breach of this agreement by Client.

14. Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants of Client, the damage or imminent damage to the value and the goodwill of GSA's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that GSA shall be entitled to injunctive relief against Client in the event of any breach or threatened breach of any of such provisions by Client, in addition to any other relief (including damages) available to GSA under this Agreement or under law.

Additionally, upon such breach by Client, the Company will exercise its right to cease processing current or future processes for Client.

15. Termination. Either party may terminate this agreement with or without cause. GSA may terminate do to any violations of this agreement including a breach of or threatened breach of this contract.

Termination without cause: Client may elect to end any future GSA programs by inactivity. Processes underway will continue to completion.

Termination with cause: GSA may terminate do to any violations of this agreement including a breach of or threatened breach of this contract. Should Client be removed due to breach, no refunds will be provided to Client for any fees paid to GSA.

Engaging legal counsel: If you currently are engaging statutory legal representation (attorney) and choose to continue those statutory services and proceedings, GSA cannot be of assistance and no refund will be due.

Should you decide to engage in statutory proceedings and/or contract with an attorney for services at any time after engaging the services of GSA, GSA has the right to end all services without refund regarding that matter due to a direct conflict between statutory law and GSAs common law administrative process.

Notifications of termination may be sent via Email, US Mail or fax to the last known address of the other party. All items in this agreement regarding NON-DISCLOSURE/NON-COMPETE, disputes and privacy will survive termination of this agreement.

16. Entire Agreement. This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

17. Disputes. In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to the American Arbitration Association or alternate service by agreement of the parties. The Federal Arbitration Act shall govern the arbitration procedure and not any one single law of any particular state law. The parties agree that any arbitration shall be held by an arbitrator with experience in contract and common law and the hearing shall be held in the closest county of the GSA business offices for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

In any ruling and/or award the arbitrator shall provide a written opinion of the facts and conclusions of law and follow applicable law and judicial precedent.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. This arbitration clause stands as an individual agreement, which is incorporated herein for the enforcement of the Agreement(s), Non-Disclosure/Non-Compete Agreement and any disputes arising thereof.

18. Previous Agreements. This Agreement supersedes all previous agreements. This Agreement is binding upon both parties and upon the manager, directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution, namely the date of acceptance by GSA and will continue indefinitely; unless terminated on thirty (30) days written notice by either party or immediately by breach of this agreement. However, "Client's" obligations of confidentiality and restrictions on the use of the "Information" disclosed by "GSA" shall survive termination of this Agreement.

By accepting your agreement with GSA, you are acknowledging all these terms and conditions and any updates to this agreement and you also agree to bind your successors and/or assigns to this Agreement.

19. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

20. Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this

Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

21. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Company, by an officer of the Company or other person duly authorized by the Company.

22. Disclaimer. GSA does not provide nor is it responsible for providing tax, legal, accounting or financial advice. GSA urges client to retain such experts for proper advice. It is also deemed that both parties have signed this agreement, The Client by electronic acknowledgement and GSA by drafting and accepting this document.

23. IN WITNESS THEREOF, the Parties hereto have duly executed this Contract the day and year per the online registration date and the Signature (typed) on that form shall be deemed to be an executed contract upon the acceptance by GSA via an emailed acknowledgement .

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

Gold Shield Alliance, LLC,
950 Herrington Road
Suite 171
Lawrenceville, GA 30044
USA