

# Financial Solutions Network

Providing Our Valued Clients with a Fresh Start

## Debt Educational Program Purchase Agreement

This Agreement is entered into by \_\_\_\_\_ (hereinafter individually or collectively Member"), Financial Solutions Network (hereinafter "FSN"), and Authorized Agent (hereinafter "Authorized Agent" or "AA").

**1. Purchase of Product:** The Member hereby purchases from FSN, the Debt Relief Educational Program (sometimes hereinafter referred to as "Product").

**2. Purchase Price:** Complete all-inclusive education. All-inclusive price covers complete Resource Center support throughout the debt relief process:

**FSN Premier Program:** Covers \$18,000.00 - \$40,000.00 of unsecured debt or six (6) accounts, whichever comes first.

**One payment:** \$2,495.00 **Monthly Payments:** \$2,995.00

**FSN Basic Program:** Covers \$8,000.00 - \$18,000.00 of unsecured debt or five (5) accounts, whichever comes first. *Booster Packages are not applicable with this program.*

**One payment:** \$1,495.00 **Monthly Payments:** \$1,995.00

**Booster Package:** If you have more than \$40,000.00 of unsecured debt or six (6) accounts, you can purchase additional Booster Packages, which cover an additional \$30,000.00 of unsecured debt or five (5) accounts, whichever comes first.

**Price:** \$1,195.00 each

**Number of Booster Packages:** \_\_\_\_\_ = \$ \_\_\_\_\_

**Total Purchase Price:** \$ \_\_\_\_\_

**3. AA Representation:** AA represents and warrants that, prior to Member's purchase of the Product, AA has fully presented and represented the Product to Member in accordance with all FSN's policies, procedures, rules and regulations.

**4. Methods of Payment:** Payment in full of the purchase price shall be made to FSN in an acceptable manner of payment. Please contact your AA for payment details.

**5. Payment:** Payment shall accompany this Agreement, and both payment and this Agreement shall be sent to FSN.

**6. Delivery of Product:** Upon receipt of the executed Agreement and payment by Member, FSN agrees to promptly send the Product to Member via email as set forth in this Agreement.

**7. Refund:** Member shall have the right, for a period of five (5) days following FSN's receipt of the Purchase Agreement, to terminate this Agreement for any reason, and shall thereupon be entitled to a refund of the full amount of the purchase price less a \$150.00 Setup Fee. If Member terminates this Agreement after Refund Period, Member shall not be entitled to a refund of any part of the purchase price.

**8. Submission of Evidence of Debt:** Member acknowledges that any and all documents, statements and other evidence requested by FSN and representing existing debt which Member desires to negotiate/reduce/eliminate as part of Member's participation in the Debt Relief Education program shall be submitted to FSN no later than sixty (60) days following Member's purchase of the Product.

**9. Guarantee:** If the member, while adhering to all FSN guidelines, is unable to secure at least a 75% aggregate debt reduction on the debt amount that is current with the Banks outlined in the members client profile, FSN will refund to the member 50% of the members "Total Purchase Price". Non major credit card accounts, Credit Union accounts, and accounts that have received a summons are not guaranteed.

**10. Non-reliance:** Neither FSN, its affiliates, subsidiaries, nor their employees and agents, renders any legal, tax or financial advice. No act, omission or communication in any form by FSN, its affiliates, subsidiaries, or their employees and agents, shall be construed by any party hereto to constitute legal, tax or financial advice to Member and Member shall not rely upon such advice in assuming any legal, tax or financial position. Member shall be responsible for retaining his/her/their own legal, tax and/or financial advisor.

**11. Indemnification:** Member shall indemnify and hold FSN, and FSN AA, officers and employees, harmless from and against any and all damage, loss, liability or expense, including attorney's fees and costs, arising from Member's breach of this Agreement, and from any other act or omission of Member. Nothing in this Agreement, nor any representation made to Member by FSN, FSN AA, officers and employees shall be construed as an assumption by FSN, FSN AA, officers and employees of any of Member's debts or obligations, whether such debts/obligations were incurred prior to, during or after Member's participation in the Debt Relief Education program.

**12. Member Representation:** Member affirms and represents that he/she/they have read this Agreement in its entirety, understand its terms and conditions and the parties' respective rights, duties and obligations hereunder, have had full and fair opportunity to consult with an independent attorney of their choosing with respect to this Agreement, and have entered into this Agreement freely, voluntarily, in good faith and absent any undue influence or duress.

**13. Privacy Notice:** Member acknowledges having read the Privacy Notice accompanying this Agreement, understands its terms, and affixes his/her/their signatures thereto.

**14. Confidential Information:** For purposes of this Agreement, "Confidential Information" includes (i) trade secrets, trade names, logos, copyrighted materials, trademarks, service marks, proprietary marks, inventions, works, ideas, processes, formulas, source and codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and (ii) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, members, customers, and members' and customers' lists; and (iii) information regarding the skills and compensation of other employees of FSN. Confidential Information shall not include the following:

(a) Was known by Member prior to the date of the Agreement and not obtained or derived, directly or indirectly, from FSN, its affiliates and subsidiaries, or any other party who is subject to an obligation not to disclose the information;

(b) is or becomes public or available to the general public or generally to the industry in which the Product is used or sold, otherwise than through (i) any act or default of a party that has an obligation of confidentiality and non-use with respect to such information, or (ii) the disclosure of such confidential or proprietary information by such party, subject to an obligation of confidentiality and non-use;

(c) is obtained or derived prior or subsequent to the date of the Agreement from a third party which is lawfully in possession of such information and does not hold such information subject to any confidentiality or non-use obligations; or

(d) is required to be disclosed by Member pursuant to applicable law, or under a government or court order; provided, however, that (i) the obligations of confidentiality and non-use shall continue to the fullest extent not in conflict with such law or order, and (ii) if and when Member is required to disclose such Confidential Information pursuant to any such law or order, Member shall use its best efforts to obtain a protective order or take such other actions as will prevent or limit, to the fullest extent possible, public access to, or disclosure of, such information.

**15. Confidentiality and Non-Disclosure:** During the term of this Agreement, including any renewal term, and thereafter, Member shall hold any Confidential Information, which comes to Member's knowledge or into Member's possession, in trust and confidence, and shall only use the Confidential Information for the purposes set forth in this Agreement, including the use of such information by Member with respect to Member's participation in the Debt Relief Education program. Member shall not disclose, divulge, disseminate or communicate in any manner the Confidential Information to any other third party without the prior written consent of FSN on a case-by-case basis.

Upon termination of this Agreement, Member shall immediately (i) cease use of all Confidential Information, and (ii) return to FSN all Confidential Information (including reproductions thereof) provided to Member during the term of this Agreement.

**16. Non-Competition:** During the term of this Agreement, including any renewal term, and for a period of three (3) years following termination of this Agreement for any reason, Member shall not, whether directly or indirectly:

(a) engage in any business activity or venture which directly or indirectly competes with the business of FSN, its affiliates or subsidiaries, whether individually or as an owner, director, officer, employee, consultant, independent contractor or representative of any corporation, partnership, proprietorship, joint venture, limited liability company or association;

(b) employ or engage, or solicit, entice or attempt to solicit or entice for employment or engagement in any capacity, any other owner, director, officer, employee, consultant, independent contractor or agent of FSN, to engage in any business activity or venture which directly or indirectly competes with the business of FSN, its affiliates or subsidiaries;

(c) call upon, entice, solicit or divert any other Member of FSN or its affiliates or subsidiaries, including active, inactive, individual or entity Members, to engage or participate in any business which directly or indirectly competes with the business of FSN, its affiliates or subsidiaries, or to purchase, subscribe to, or use any products and services which compete directly or indirectly with the Products.

**17. Termination:** Either party shall have the right to terminate this Agreement at any time for any reason. Provided, however, that if Member defaults in the performance of any duty or obligation hereunder, all of FSN's rights and remedies, whether at law or in equity, shall be preserved notwithstanding the subsequent termination of this Agreement by either party. Except for FSN's breach of this Agreement, Member shall have no remedy, either at law or in equity, arising from FSN's termination of this Agreement.

Notwithstanding the foregoing, in the event of a breach by Member of any of the provisions of Paragraphs 14, 15 or 16 hereinabove, Member shall pay to FSN the sum of Fifty Thousand Dollars (\$50,000.00). The parties acknowledge and agree that this sum represents reasonable liquidated damages inasmuch as it is impossible to ascertain the actual damages to FSN that may result from a breach of any of such provisions.

**18. Governing Law:** This Agreement shall be construed, applied and governed in accordance with the laws of the State of Kansas. Each party submits to the personal jurisdiction of all courts, whether Federal or State, within Kansas, and agrees that any action pertaining to this Agreement shall be brought in a court in Wichita, Kansas. Notwithstanding the foregoing, FSN shall have the sole right, and Agent hereby waives any contrary right, to bring any action pertaining to this Agreement in any other court outside of Kansas where proper jurisdiction can be established.

**19. Non-Assign or Transfer:** Member shall not be permitted to assign or transfer any of his rights, duties, obligations or responsibilities under this Agreement without the prior written consent of FSN.

**20. Entire Agreement:** This Agreement and any accompanying documents referenced herein, each of which is incorporated into this Agreement, contain the entire understanding and Agreement between the parties as to the subject matter of this Agreement. FSN shall have the sole and exclusive right to modify the terms of this Agreement as it deems necessary. Any prior understandings and agreements among the parties, both oral and written, are merged into this Agreement, unless otherwise expressly stated in this Agreement.

**21. Severability:** Each provision of this Agreement is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder of this Agreement.

**22. Binding Effect:** Subject to any restrictions contained in this Agreement, the terms, provisions, conditions, covenants and restrictions contained in this Agreement shall inure to the benefit of, and shall be binding upon, the successors, assigns, personal representatives, executors, administrators, estates, heirs and legatees of the respective parties.

**23. Costs:** The defaulting party shall pay all costs incurred by the non-defaulting party to enforce the terms of this Agreement, regardless of whether an action is commenced at law or in equity, which costs include but are not limited to court costs and reasonable attorneys' fees.

**24. Waiver of Breach:** The waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other or subsequent breach of the same or any other term or condition.

## Client Contact Information

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Spouse First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

**Name of Client** Resource Specialist will be working with: \_\_\_\_\_

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

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

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Work: \_\_\_\_\_ Email: \_\_\_\_\_

## Authorized Sr. Agent Contact Information

Sr. Agent Name: \_\_\_\_\_ ID#: \_\_\_\_\_

Toll Free: \_\_\_\_\_ Direct: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_ @FSNFreshStart.com

Jr. Agent Name: \_\_\_\_\_ ID#: \_\_\_\_\_

### **Please follow the steps below to submit your Purchase Agreement and payment:**

1. Make a copy of your completed Purchase & Payment Agreement for your records.
2. Make your cashiers check or money order payable to Financial Solutions Network.
3. Mail your original Purchase & Payment Agreement along with your down or full payment by Priority Mail or overnight courier to our address below.

### ***Financial Solutions Network***

2250 N. Rock Rd. #118-198  
Wichita, KS. 67226

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Spouse Signature

\_\_\_\_\_  
Date

All personal information is kept private. FSN does not sell, trade or give away Clients personal information.