

EXHIBIT F

BEFORE THE DIVISION OF CONSUMER PROTECTION
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF:

PACIFIC WEBWORKS INC AND
CHRISTIAN LARSEN

Respondents

SETTLEMENT AGREEMENT

UDCP Case No.59159

The Utah Division of Consumer Protection ("Division") and Respondents enter into the following Settlement Agreement.

1. Respondents' Identity. Respondents are a Nevada and a Utah Corporation located at 180 South 300 West, Suite ⁴¹¹⁶ 300, Salt Lake City, Utah. The Registered Agent for Respondents is Christian Larsen.

2. Jurisdiction. Respondents acknowledge the jurisdiction of the Division over the parties and subject matter of the above referenced matter.

3. Agency Action. In June 2007, the Division commenced an investigation of Respondents and allegations that Respondents violated certain provisions of the Consumer Sales Practices Act, UTAH CODE ANN. §13-11-1 *et seq.* The Division's investigation led it to Respondents who were issued a citation with a potential maximum fine of \$1,305,000.00. A subsequent review of the list of 174 consumers involved in this matter revealed that 75 of the consumers did not enter into an agreement with the Respondents via the Website in question but were signed up through seminars, telemarketing sales, or other means. The Division and Respondents agree as follows:

4. Obligations of the Division. The Division assesses a fine of \$742,500.00. Upon execution of this agreement, the Division stays the unpaid portion of the fine for a period of one year from the date of the agreement. Upon Respondents' full compliance with the terms of this agreement, the Division will cancel the stayed portion of the fine and will automatically dismiss the citation with prejudice. Should the Respondents violate any provision of this agreement, the Division shall reinstate the stay and may order the Respondents to pay a fine in the amount of \$732,500.00.

5. Obligations of the Respondents. Without any admission of guilt, Respondents agree to the following:

a. Respondents agree to comply with all of the requirements of the Utah Consumer Sales Practices Act, UTAH CODE ANN. §13-11-1 *et seq.* and all other laws and rules administered by the Division.

b. Respondents agree to provide the Division with evidence that the consumers listed Addendum A have been made whole.

c. Respondents agree to pay a fine of \$742,500.00; however, it is agreed that \$10,000.00 shall be paid upon execution of this agreement with the remaining balance stayed as long as the terms of the settlement agreement are met. If there is a finding that a violation of the agreement has occurred within one year of the date of this agreement, then Respondents may be required to pay the stayed amount of \$732,500.00.

d. Respondents agree to comply with all of the requirements of the Utah Consumer Sales Practices Act and all other laws administered by the Division. Any complaints received by the Division regarding transactions entered into after the date of this agreement shall be subject to administrative or other legal action.

e. Respondents agree to issue refunds for any validated consumer complaint, concerning consumers who purchased Respondents' products and/or services through the date of this agreement, and who file a complaint with the Division. Complaints received by the Division will initially be forwarded to Respondents for verification that the complainant was in fact a customer of the Respondents. Respondents will make refunds to complaints that Respondents have validated. Respondents will provide a response to the Division concerning complaints the Respondents do not believe are valid. Complaints that the Division deems not valid will be returned to the

complainant with a copy of the Respondents' response and/or a letter of explanation why the complaint is being closed.

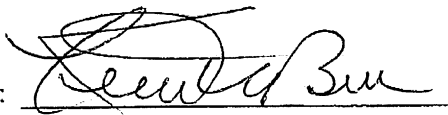
10. Actions by Other Parties. This agreement does not affect the civil claims of parties other than the Division; nor does it preclude enforcement actions by other agencies having jurisdiction over them and their actions.

11. Voluntary Nature of Settlement Agreement. Respondents have entered into this agreement freely and voluntarily without any undue influence of the Division. This agreement constitutes the complete and final agreement regarding all issues presently existing between Respondents and the Division and incorporates all discussions and understandings heretofore undertaken between the parties and their representatives.

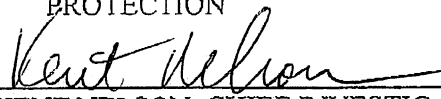
12. Breach. Should the Respondents violate any provision of this agreement, the Division may proceed with any enforcement action it concludes is warranted, including an action based on the allegations outlined in paragraphs 3 and 4 above.

DATED this 16 day of August 2007

RESPONDENTS:

By: 
Its CEO

DIVISION:
UTAH DIV. OF CONSUMER
PROTECTION


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