SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is entered into this 21st day of March, 2016 (the "Effective Date"), by and between Benefits for Corporate America, Inc. ("BCA"); Zermatt Life/Health Insurance Trust ("Zermatt"); and the Benefits for Corporate America, Inc. Deferred Compensation Trust ("BCA DCT"), on the one hand (collectively, the "Benefits Parties"), and Capital Financial, LLC ("Capital LLC"); Capital Financial Global, Inc. ("Capital Financial Global"); and Paul Norat ("Norat"), on the other hand (collectively, the "Capital Parties"). All of the foregoing parties may be collectively referred to herein as the "Parties," and individually as a "Party."

RECITALS

A. On April 23, 2014, BCA, Zermatt, and BCA DCT filed an action against Capital LLC, Capital Financial Global, and Norat in the Third Judicial District Court, Salt Lake County, State of Utah, Civil No. 140902802 (the "Lawsuit"). In the Lawsuit, an amended complaint was filed on October 29, 2015, and Capital LLC filed an amended counterclaim against BCA, Zermatt, and BCA DCT on August 5, 2014.

B. The Parties have reached an agreement for the settlement of all claims arising out of or relating to the Lawsuit, and the purpose of this Agreement is to set forth the terms of said settlement in writing.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, and each of them, hereby agree as follows:

1. Assignments of October 9, 2012 Promissory Note and Certain Stock. Capital LLC hereby assigns the October 9, 2012 Promissory Note in the principal amount of $770,000 payable by BCA to Capital LLC, together with all related security interests, liens, collateral interests, and loan documents (collectively the "2012 Loan Documents"), to Zermatt. Within five business days of the Effective Date, Capital LLC shall endorse and deliver to Zermatt the original October 9, 2012 promissory note and all original 2012 Loan Documents. Zermatt hereby assigns to Capital LLC all rights to Series B Preferred Stock in Capital Financial Global to which Zermatt may be entitled as a result of the transfer of $770,000 to Capital Financial Global in October 2012.

2. Retention of Certain Shares. Zermatt hereby retains all rights to the 500,000 shares of Series B Preferred Stock in Capital Financial Global acquired through the transfer of $500,000 of the $1,000,000 in July 2010 (the "Retained Stock"). Zermatt hereby waives all rights to dividends on the Retained Stock payable up through February 19, 2016. All dividends payable after February 19, 2016 shall be payable to Zermatt on the Retained Stock. Within five business days of the Effective Date, Capital Financial

Global shall deliver to Zermatt a valid, properly issued certificate representing the Retained Stock.

3. Mutual Release. With the exception of the obligations set forth in this Agreement and the property retained, received, or assigned to any of the Capital Parties under this Agreement, the Benefits Parties, and their respective representatives, affiliates, trustees, assigns, partners, subsidiaries, parents, employees, and agents, fully and forever release and discharge the Capital Parties, and their representatives, affiliates, trustees, assigns, partners, subsidiaries, parents, employees, insurance companies, agents, and attorneys, from any and all claims, demands, debts, obligations, liabilities, costs, expenses, rights of action, causes of action, or judgments of any kind or character whatsoever, at law or equity, whether known, unknown, suspected, or unsuspected, arising prior to the date hereof, including, without limitation, any and all claims and liabilities arising from, related to, or which may be hereafter claimed to arise out of, any action, inaction, event, transaction, or matter related, in any way, to the Lawsuit.

With the exception of the obligations set forth in this Agreement and the property retained, received, or assigned to any of the Benefits Parties under this Agreement, the Capital Parties, and their respective representatives, affiliates, trustees, assigns, partners, subsidiaries, parents, employees, and agents, fully and forever release and discharge the Benefits Parties, and their representatives, affiliates, trustees, assigns, partners, subsidiaries, parents, employees, insurance companies, agents, and attorneys, from any and all claims, demands, debts, obligations, liabilities, costs, expenses, rights of action, causes of action, or judgments of any kind or character whatsoever, at law or equity, whether known, unknown, suspected, or unsuspected, arising prior to the date hereof, including, without limitation, any and all claims and liabilities arising from, related to, or which may be hereafter claimed to arise out of, any action, inaction, event, transaction, or matter related, in any way, to the Lawsuit and all promissory notes, security agreements, deeds of trust, letters of intent, and engagement agreements.

4. Return of Original 2010 Notes. Within five business days of the Effective Date, the Capital Parties shall cause the originals of the September 17, 2010 promissory note in the principal amount of $280,000 and the November 10, 2010 promissory note in the principal amount of $220,000 to be returned to the Benefits Parties, each marked "Satisfied in Full." The Capital Parties acknowledge that, notwithstanding any failure to deliver such documents, all obligations of the Original 2010 Notes are hereby deemed satisfied.

5. Dismissal of Lawsuit With Prejudice. Within five business days of the Effective Date, the Parties shall file a stipulated motion and a proposed order dismissing the Lawsuit, with prejudice, each Party to bear its or his respective attorneys' fees and costs.

6. Delivery of Documents. The Parties agree that any failure of the Capital Parties to deliver the documents identified herein, and in the manner required under this Agreement, to the Benefits Parties constitutes irreparable harm and justifies the entry of an

order against the Capital Parties compelling the delivery of all such documents to the Benefits Parties. The Parties further agree that Rule 70 of the Utah Rules of Civil Procedure shall apply to any failure to comply with any court order directing the delivery of all such documents to the Benefits Parties in the manner required under this Agreement.

7. Authority to Execute/Warranties. The Parties hereby represent and warrant that the persons who sign this Agreement are authorized to sign this Agreement and to bind the Parties to its terms. The Parties further warrant that they have not assigned, transferred, encumbered, or otherwise disposed of any claims or interests relating to this Agreement.

8. No Admission of Liability. The Parties acknowledge and agree that this Agreement is not, and shall not be deemed to be, an admission of liability with respect to the claims alleged in the Lawsuit.

9. No Reliance on Representations. The Parties specifically acknowledge that they have not relied on any statement, representation, or promise of any other party, or of any other party's agents, employees, attorneys, or representatives, in executing this Agreement, including, but not limited to, any matters concerning the tax treatment of this Agreement. In addition, the Parties acknowledge that they are under no duress or undue influence and that each executes this Agreement freely and voluntarily.

10. Investigation of Facts. The Parties acknowledge that they and their attorneys have made such investigation of facts pertaining to this Agreement, and of all the matters pertaining thereto, as they deem necessary. The Parties further acknowledge that they may hereafter learn facts different from or in addition to those now known or believed to be true regarding the subject matter of this Agreement and agree that this Agreement shall remain in full force and effect notwithstanding the existence of any such facts.

11. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective officers, directors, agents, employees, personal representatives, successors, and assigns.

12. Rules of Construction. The language in all parts of this Agreement will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. Governing Law and Venue. This Agreement and all transactions contemplated hereby shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. The exclusive forum and venue for resolution of disputes arising under or relating to this Agreement shall be in the courts located in Salt Lake County, Utah.

14. Counterparts. This Agreement may be executed in any number of counterparts, whether by facsimile or otherwise, each of which when so executed and delivered, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

15. Attorneys' Fees and Costs. If any Party shall seek to enforce or protect its or his rights under this Agreement, or under any document or instrument executed and delivered in connection herewith, in any action, suit, arbitration case, or other proceeding, including all bankruptcy cases and proceedings, and including any appeals and/or petitions, the prevailing party shall be entitled to receive from the other party payment of its or his costs and expenses, including reasonable attorneys' fees, whether such costs or fees are incurred before or after the commencement of the proceeding

16. Entire Agreement / Amendments. This Agreement constitutes the entire agreement of the Parties concerning the subject matter of this Agreement. Further, this Agreement replaces and supersedes the Mediation Term Sheet executed by the Parties on February 19, 2016. No amendment can be made to this Agreement except by a written amendment signed by all Parties hereto.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written, with the intent to be legally bound thereby.

[Remainder of page intentionally left blank; signature page follows.]

SIGNATURE PAGE TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE
March 21st, 2016

Benefits for Corporate America, Inc.

By: _____

Its: Michael T Gunderson, PRES

Zermatt Life/Health Insurance Trust

By: _____

Its: Trustee

Benefits for Corporate America, Inc. Deferred Compensation Trust

By: _____

Its: Administrative Trustee

Capital Financial, LLC

By: _____

Its: President

Capital Financial Global, Inc.

By: _____

Its: CEO

_____, Individually

Paul Norat