



Account Activation Form

By completing this form, you authorize Stonewood Financial to send a scheduled recurring charge to your credit card. You will be charged the amount indicated below on the day indicated below. You further agree to a one-year (12-Month) term of monthly recurring payments. Your subscription will automatically renew unless cancellation notice is given by calling (502) 588-7155 or emailing support@stonewoodfinancial.com. A receipt for payment will be emailed to you and the charge will appear on your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Completion of this form grants the following individual user access to StonewoodFinancialTools.com:

USER INFORMATION:

Name: _____ Email Address: _____
 Agency Name: _____ Phone Number: _____
 Address: _____
 City/State/Zip: _____ Password: _____
(please select a password of at least six (6) characters):

IMO/FMO/BGA Relationship _____

PAYOR INFORMATION:

I _____
(full name) authorize Stonewood Financial to charge \$999.00 to my credit card indicated below for payment to access Stonewood Financial Tools. I understand this is a recurring payment and my credit card indicated below will be charged annually on the date this Authorization is signed.

Credit Card Type: VISA MasterCard Discover American Express

Cardholder Name _____

Credit Card No. _____ Expiration Date _____ Security Code: _____

Billing Address: _____ City/State/Zip: _____

Email Address: _____ Phone Number: _____

SIGNATURE _____ DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Stonewood Financial in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with my credit card company; so long as the transactions correspond to the terms indicated in this authorization form. By signing this authorization form you are agreeing to the following terms and conditions:

This agreement enables you to utilize certain life insurance marketing Materials, Methods and Tools developed by Stonewood to support sales to your clients and prospects in the retirement savings markets. You will respect the copyright status of these Materials, Methods and Tools. This includes but is not limited to software, instructional and point-of-sale materials, seminars and training materials. You are only authorized to use these Materials, Methods and Tools while in good payment standing with Stonewood Financial. You agree to allow us to charge the cost of this program to your credit card at monthly or annual intervals, as selected above.

Non-Exclusive Relationship: Nothing in this agreement shall prohibit Stonewood from having similar agreements with other parties.

Independent Contractor: No Partnership or Agency. Our two parties shall each at all times be considered independent contractors and not an employee of the other party. Stonewood shall be free to exercise independent judgment as to the time, place, and manner of performing all services. Stonewood has no authority to act on behalf of you or to bind you to any agreement. Nothing in this Agreement shall be construed or held to make either Party a partner, joint venturer or associate of the other Party in the conduct of its business.

Intellectual Property. Materials defined. "Materials" means and shall consist of all educational, informational, marketing, or other items or documents provided by Stonewood to you in connection with the Agreement.

Grant of License. Stonewood hereby grants you a nonexclusive, royalty-free, sub-licensable right to use, distribute, display, reproduce and create derivative works based on the Materials in a manner consistent with the purposes of the Agreement.

Provision of Materials. Stonewood shall provide you with all the content of the Materials reasonably necessary to carry out the terms and purposes of the Agreement.

Ownership of Intellectual Property. Except for the rights expressly granted in this Agreement, this Agreement does not transfer any right, title or interest in any materials from one Party to another. Each Party shall maintain all right, title, and interest they have in the Materials prior to the Effective Date of this Agreement throughout and following any effective termination of this Agreement, absent an expressed transfer of rights in a signed writing. Neither Party shall challenge the ownership or validity of the other Party's rights in the Materials.

Confidential Information.

Definitions. For purposes of this section of this Agreement:

"Disclosing Party" means the Party that has disclosed confidential information to the other Party to this Agreement;

"Receiving Party" means the Party that has received confidential information from the other Party to this Agreement;

"Confidential Information" means the following information or materials disclosed by the Disclosing Party to the Receiving Party, by whatever means, including but not limited to in writing, orally, visually, electronically, or otherwise, and in whatever form, regardless of whether such information is specifically identified as "confidential": Marketing ideas, concepts, and strategies and any materials relating to same; Customer, client, or policyholder lists, information and other data; Financial reports and information; Patents, trademarks, trade secrets and copyrights and any other intellectual property of whatever form, character, or nature; Any other data that the Disclosing Party labels or designates or which under the circumstances surrounding disclosure should be treated, as confidential.

Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) was known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party through no violation of this Agreement known to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed Disclosing Party, or (iv) is independently developed by Receiving Party without the use of or access to any Confidential Information of Disclosing Party.

Restrictions on disclosure and use. The Receiving Party shall not directly or indirectly use or disclose any Confidential Information to any Third Party without express written consent of the Disclosing Party or as otherwise permitted in this Agreement. The Receiving Party may disclose Confidential Information when such disclosure is required to satisfy a valid judicial or other governmental order, provided that (a) Disclosing Party is notified in writing prior to disclosure of Disclosing Party's Confidential Information, if allowed by law, and (b) the Receiving Party reasonably assists Disclosing Party in any attempt to limit or prevent the disclosure of Disclosing Party's Confidential Information.

Ownership Rights. No rights to either Party's Confidential Information other than those expressly granted are to be implied by this Agreement. All Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party does not grant the Receiving Party any express or implied right or license to with respect to any of the Disclosing Party's patents, trademarks, trade secrets, copyrights or any other intellectual property. The Receiving Party shall return all originals, copies, reproductions, and summaries of any Confidential Information at the Disclosing Party's request or, at the Disclosing Party's request, certify destruction of such information. The Receiving Party shall not be required to destroy electronically stored documents when those documents are stored for compliance purposes, mandated by law or regulation, or is part of Receiving Party's automatic email journaling and retention systems.

The Restrictions on Confidential Information set forth in this Section will, with respect to Confidential Information that constitutes a trade secret, be perpetual and will, with respect to other Confidential Information, survive the termination of this agreement.

Compliance. Each Party is responsible for maintaining licensure in all states where it does business and is responsible for otherwise maintaining compliance with all relevant statutes, regulations, and other legal requirements.

Term and Termination. Term. The initial term of this Agreement shall be one (1) year beginning on the Effective Date, and will automatically renew for successive one-year periods unless 30-day termination notice has been given.

Breach. Either Party may terminate this Agreement immediately for any material breach of its terms that remains uncured for thirty (30) days after the provision of notice to the breaching Party by the non-breaching Party.

Termination Notice. At the time of annual renewal, either Party may terminate this Agreement by providing to the other Party written notice no later than thirty (30) days prior to the next anniversary of the Effective Date.

Effect of Termination. Upon the expiration or termination of this Agreement for any reason each Party shall, upon the reasonable request of the other Party, return any confidential information of the other Party.

Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify and hold the other Party (the "Indemnified Party") harmless for any and all liability, costs, and damages actually incurred (including reasonable costs of investigating claims and threatened claims, and reasonable attorney's fees) as a result of the Indemnifying Party's negligent or wrongful acts or omissions, violation of any statute, regulation, or other legal obligation.

Non-solicitation. Stonewood shall not solicit any of your clients, prospects, or agents to purchase any product or service that is outside the scope of this Agreement without the express prior written permission. Violation of this provision shall constitute a material breach of this Agreement.

All provisions in this Section 11 shall survive any termination of this Agreement.

No Assignment or Transfer. This is a personal service agreement requiring the services of Stonewood. The privileges and obligations evidenced in this agreement are not assignable and are not transferable by any Party without the written consent of the other Party. Such consent may not be unreasonably withheld or delayed.

Complete Agreement. This Agreement sets forth all promises, covenants, agreements, conditions, and understanding between the Parties with respect to the subject matter of this Agreement and supercedes all prior, contemporaneous, or oral agreements and understandings, letter agreements, inducements, or conditions, express or implied, oral or written, except as contained in this Agreement.

Other Agreements. Both Parties agree to execute and deliver such other documents, agreements or instruments as may be necessary or convenient to affect the purposes and comply with the terms of this Agreement.

Amendment and Modification. Except as to a court's ability to reform this Agreement subject to Section 18, this Agreement shall only be amended or modified in a writing executed by all of the Parties to this Agreement.

Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Kentucky, without regard to its rules concerning conflict and choice of law.

Severability. If for any reason any provision of this Agreement is held invalid, illegal, or unenforceable, the validity and effect of the remaining provisions shall not be affected. Any provision held to be invalid, illegal, or unenforceable shall be reformed to the minimum extent necessary, and in a manner as consistent with its original purpose as practicable, so as to render it valid, legal, and enforceable. The Parties expressly intend to enforce their rights and privileges under this contract to the fullest extent permitted by law.

Notice. Except as otherwise specifically provided in this Agreement, all notices shall be in writing and will be deemed to be delivered when posted in the United States mail, postage paid, registered or certified mail, return receipt requested, and addressed to the Party at the address shown above or at other such address as may have been specified by written notice delivered in accordance with this section.

No Waiver of Breach. No waiver of any breach of any provision of this Agreement shall operate as a waiver of any subsequent breach of that or any other provision of this Agreement. However, the non-breaching Party may nevertheless accept payment or performance from the breaching Party without waiving its right to enforce any rights or pursue any remedies provided for by this Agreement or otherwise with respect to the breach. This Agreement shall be construed against the finding of an implied waiver of breach.

Dispute Resolution. Except as otherwise expressly stated in this Agreement, the Parties shall submit any and all disputes that arise out of or are connected to this Agreement and the transactions contemplated hereby that are not resolved by agreement to binding arbitration in accordance with the Rules of the American Arbitration Association (AAA) in effect at the time such arbitration is initiated. Arbitration shall be conducted in Louisville, Kentucky, by a single qualified arbitrator selected by the Parties. The Parties renounce all recourse to litigation and agree that the award of the arbitrator shall be final and not subject to judicial review. The arbitrator shall not be empowered to award punitive damages. The prevailing party shall be awarded all of its fees and costs incurred therein, including without limitation the costs of subpoenas, depositions, transcripts and the like, witness fees, and reasonable attorney's fees. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder. Notwithstanding anything in this section to the contrary, the Parties may petition any court of competent jurisdiction to obtain equitable relief to enforce Sections 6 and 12 of this Agreement.

Survival of Warranties. All warranties, representation, promises, covenants, and agreements specifically set forth in this Agreement shall survive the termination of this Agreement.

Parties Bound. This Agreement shall inure to and be binding upon the Parties, their heirs, executors, administrator, trustees, receivers, successors, and assigns.

Counterparts. This Agreement may be executed simultaneously in any number of counterparts with the same effect as if all of the Parties had agreed to the same document. All counterparts will be construed together and will constitute one agreement.