



### SMART Advisor Tools Software As A Service Agreement (SAT)

In executing and agreeing to this **Monthly Software As A Service (SAAS) Agreement** with Smart Publishing you are entitled to the following marketing resources:

- I. Branded websites at: (Public Disclosure and Acknowledgement: Addendum A)
  - a. [www.DebtFree4Life.com](http://www.DebtFree4Life.com)
  - b. [www.TaxSmart4Life.com](http://www.TaxSmart4Life.com)
- II. Access to [www.SecureIncome4Life.com](http://www.SecureIncome4Life.com)
- III. Unlimited use of the SMART Leads NOW! system at [www.SmartAdvisorTools.com](http://www.SmartAdvisorTools.com)
- IV. Sales training posted at [www.SmartAdvisorTools.com](http://www.SmartAdvisorTools.com)
- V. Monthly video training updates sent to you and posted at [www.SmartAdvisorTools.com](http://www.SmartAdvisorTools.com)

Your initial investment of \$197 (or \$1997 if annual billing is chosen) is billed immediately. If during the first 30 days, you wish to terminate your agreement, **it is your responsibility to contact us at [support@smartadvisortools.com](mailto:support@smartadvisortools.com)** or 1-800-499-0797. Billing occurs every 30-days (or annually if chosen) thereafter at \$197 per month for a twelve month period (or \$1997/annually). No refunds will be issued after the initial 30 day billing.

Your access to the websites above identified in section I. will remain active for 30 days after your last monthly billing.

**Accounts must be set up as individuals and may NOT be in the name of your firm or shared. An additional membership per producing advisor applies.** We reserve the right to suspend the public view of your account of your leased personally branded assets of our Intellectual Property (IP) for a violation of this provision and you will be liable to continue with the financial terms of the agreement, agreed to here, through the full term while blocked from view until such breach is corrected; at which time the public view of your personally branded assets of our IP will be reinstated.

#### **Acknowledgement of Intellectual Property Rights:**

You expressly acknowledge that Matt Zagula and/or entities involved, and named above, with SAN (including but not limited to Centurion Private Partners, Smart Publishing, Zagula Management and Smart Retirement; collectively, SMART) are the owners of all rights in the licensed materials, including all trademarks, copyrights, patents, trade secrets, presentations, written content, logos, sign designs (internal and external signage), the video-graphic content and any other forms of intellectual property associated with SMART. Also, The Strategic Movement Around Retirement Taxation® is a Federally

Registered Trademark and IP. Debt Free 4 Life™, Tax Smart 4 Life™, Secure Income 4 Life™ & the TSR Ratio™ are all trademarked properties of SMART. The use license granted herein is personal to you, and any use of the IP outside of the scope of your own personal production, without written authorization of Matt Zagula, is STRICTLY prohibited. You are not permitted nor authorized to share materials with a co-advisor, partners or any other affiliated party without prior written permission of Matt Zagula.

Sharing with an FMO is STRICTLY prohibited. You may have your compliance review from a valid insurance carrier and/or Broker Dealer. If the materials cannot be approved, your agreement can terminate at that time without any additional cost to you. Any investment paid to Zagula Management is non-refundable. You expressly agree that the damages for a breach of this provision is agreed, in advance, to be \$250,000 per offense, per occurrence.

Any such breach of this Agreement by use of any materials outside the scope of this Agreement without prior written authorization of Matt Zagula is expressly unlicensed, shall be deemed infringement and shall carry financial penalties to the fullest extent permitted by law. For example, unauthorized use of trademarked and/or copyrighted materials outside the scope of this Agreement shall constitute willful copyright infringement, and any use of the trademarks outside the scope of this agreement shall constitute willful trademark infringement.

#### **Miscellaneous Provisions**

The parties agree that any legal action arising out of this Agreement or over any unlicensed use of the IP is subject to this Agreement and shall be brought forth and tried in the courts of West Virginia. In this regard, the parties hereby agree that jurisdiction and venue shall be proper in such courts.

This constitutes the entire agreement. If any provision is deemed unenforceable then the remaining provisions shall survive and remain in effect.

This agreement is put into effect on the date of purchase on [www.smartadvisortools.com/buy/](http://www.smartadvisortools.com/buy/). It shall remain in effect as described above then renew as described above.

## Addendum A:

### **DISCLOSURE AND ACKNOWLEDGMENT ON ALL WEBSITES**

#### DEFINITIONS

“Acknowledger” as used herein shall mean book reader and/or visitor to Entity’s related websites (see “Entity” defined below.)

“Entity” as used herein shall mean Smart Publishing Company and/or Smart Retirement Corporation, and the predecessors, successors, subsidiaries and other related companies or organizations of Smart Publishing Company and/or Smart Retirement Corporation, and its employees.

#### TERMS AND CONDITIONS

All of the ideas and opinions expressed are the Entity’s. The content within does not constitute and is not meant to serve as individual financial advice. Nor shall any of the content presented be considered tax, legal, planning, investment, or accounting advice. This type of service or advice shall only be given by a professional advisor obtained by the Acknowledger who can review the Acknowledger’s current and past financial situations as well as assess future goals. The information contained in this book is not an investment advisory service, is not to be construed as being communicated by an investment advisor, and is provided in a general sense as compared to being customized or personalized under any specific set of facts.

While all facts and numbers have been backed up with sources, the Entity makes no warranty with respect to accuracy. The Entity and publisher assume no responsibility for errors and omissions or for any liability, loss, or damages that occur as a result of reading or using the strategies discussed within this book or the websites included as resources contained within the book. No guarantees are made to the Acknowledger regarding the performance of various investment and insurance products, and all illustrations are hypothetical – provided for education purposes only, not to solicit sales or make any guarantees, and shall not be considered investment, tax, accounting or legal advice. This information shall not be solely relied upon for the purposes of transacting any investment or purchase.

While the concepts discussed may be appropriate for some individuals, the laws of various states and the rules of various insurers and tax authorities should be considered by the Acknowledger and their advisor. While every attempt has been made to provide accurate content, changes in tax rulings, legislation, and regulations may impact the accuracy of the information and numbers presented.

Your use of the information contained herein is at your own risk. The content is provided ‘as is’ and without warranties of any kind, either expressed or implied. The Entity disclaims all warranties, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement. The Entity does not promise or guarantee any particular result from your use

of the information contained herein. The Entity assumes no liability or responsibility for errors or omissions in the information contained herein.

The Entity will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including, but not limited to, loss or revenue or income, pain and suffering, emotional distress, or similar damages.

Under no circumstances will the Entity be liable for any loss or damage caused by your reliance on the information contained herein. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice, or other content contained herein. You are advised to seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice, or other content.

While the illustrations used in this book and generated by this software represent a real underlying policy, they are still hypothetical and not a guarantee of performance of any individual insurance product. Acknowledgers should understand that dividends and index performance products are not guaranteed. Likewise, the amount of a dividend payment is not guaranteed. Acknowledger(s) must work with their own qualified insurance professional and review individual policy documents to fully understand what they may, and may not, receive should they choose to purchase a policy.

Acknowledger affirms that it understands that any data or information entered into calculators or other online tools available to the Entity's website users is subject to redisclosure and may be disseminated by the entity to its advisors without notice to Acknowledger.

As discussed, in order for policy loans to be tax-free, policies must not become a modified endowment contract (MEC). Should a policy become an MEC, as described by federal tax law, any withdrawals or policy loans may be taxable.

Life insurance and annuity policies, including those mentioned in this book and generated by this software, require underwriting to ensure overall insurability of the applicant. The Entity makes no guarantee that the Acknowledger will or can qualify for life insurance. The Entity also makes no representation that policy terms, benefits, cash values, and premiums will be the same or similar to those presented in the book.

The Acknowledger affirms that any sales presentations, tax-aware strategies and/or planning concepts that may have been provided by the Entity, its employees, and/or representatives demonstrating potential benefits of the plan should not be relied upon as tax or retirement planning advice regarding the application of the tax laws, now or in the future, to the transaction.

The Acknowledger realizes that any benefits that may be available following the implementation of the plan may be modified by future legislation or changes in the law, or by the insurance company providing the policy.

The Acknowledger represents and warrants to the Entity that the Acknowledger has determined to adopt the plan or purchase the policy only after seeking the advice of independent counsel concerning the tax consequences of the Acknowledger's adoption of the plan or purchase of policy(ies), and that the Acknowledger has not relied upon the Entity with respect to any tax advice concerning the plan or policy.

The Acknowledger also agrees that any disputes that may arise between the Acknowledger and Entity concerning the plan are subject to mandatory arbitration under the auspices of the American Arbitration Association or another arbitration panel mutually agreed upon by the parties. Such arbitration shall be held in the State of West Virginia. The Acknowledger and the Entity will each bear its own attorney fees and costs and shall pay one-half of the arbitrator's fee.

### **TSR Ratio™ Disclosure**

The TSR Ratio™ is calculated through analyzing only the insurance company's annual sworn statements to the NAIC (National Association of Insurance Commissioners) and all state regulators where the insurance company is authorized to do business. The TSR Ratio™ provides a comparative analysis of the insurance company as analyzed from its riskier assets as compared to its surplus and its other assets not deemed high risk by the Federal Reserve and NAIC. Also key to the analysis is a review of current practices that reflect significantly diminished transparency, in both reinsurance and investments involving affiliates. The TSR Ratio™ is a reflection of the analysis of specific items contained within an insurance company's annual sworn statements to the NAIC (National Association of Insurance Commissioners) and all state regulators where the insurance company is authorized to do business. The TSR Ratio™ is intended to analyze certain investments and/or reinsurance practice concentrations relative to an insurance company's surplus.

SMART Retirement Corporation further discloses the following:

1. The TSR Ratio™ is calculated based on the selection of certain items contained in the annual sworn statements of the insurance company to the NAIC (National Association of Insurance Commissioners) and all state regulators where the insurance company is authorized to do business for analysis, deviations and calculation methodology;
2. External, political, regulatory, market, and economic changes and/or internal restructuring of a specific insurance company may all affect the accuracy of the TSR Ratio™ for the insurance company reviewed;
3. The TSR Ratio™ may also be affected by the accuracy of the content of the insurance company's annual sworn statements to the NAIC (National Association of Insurance Commissioners) and all state regulators where the insurance company is authorized to do business; and
4. Other certified fraud examiners with different opinions and practices from the author of these reports, Tom Gober, may calculate risk differently than the TSR Ratio™.

The TSR Ratio™ should be considered as one component of a larger analysis, and that this information, along with other relevant data that an advisor uses and deems relevant

to the advice given to his/her clients, should be considered in regard to the selection, marketing and sale of any life insurance and annuity products.