

# The IBC Practitioner's Agreement

Version 3

23 August 2013

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**This IBC Practitioner Agreement** (the "Agreement") is entered into as of this the \_\_\_ day of \_\_\_\_\_, 2013, by and between the **Infinite Banking Concept LLC, ("IBC") and \_\_\_\_\_**, hereinafter referred to as (the "Enrollee").

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## **RECITALS:**

**WHEREAS**, IBC has entered into a Consulting Agreement with United Services and Trust Corporation ("USTC") to develop the **IBC Practitioner's Program**, a copyrighted and trademarked educational program designed for the sole purpose of educating and training financial and insurance services professionals in the theory and proper implementation of the Infinite Banking Concept, and

**WHEREAS**, the Enrollee desires to register and enroll in the IBC Practitioner's Program, (the "Program") to benefit from the study of the educational materials and take the required examination (the "Exam") to become officially recognized by IBC as an IBC Practitioner; and

**WHEREAS**, IBC is willing to provide these educational services, grant a license for the Enrollee to use its trademarked and copyrighted materials; and

**WHEREAS**, upon the Enrollee successfully passing the Exam, IBC shall, at the Enrollee's option, list the Enrollee on the IBC Website, as an **IBC Practitioner**, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. **DEFINITIONS.** When used in this Agreement, the following terms shall have the meanings set forth below:
  - 1.1 The "**Agreement**" shall mean this IBC Practitioner Agreement, as the same may be amended from time to time hereafter.
  - 1.2 The "**IBC Practitioner**" shall mean the title that will be given by IBC to individuals who enroll in the Program and pass the Exam and pay the applicable annual recognition and renewal fees, as described herein.
  - 1.3 The "**Program**" shall mean the IBC Practitioner's Program to educate and train financial services and insurance professionals so that they can become IBC Practitioners.
  - 1.4 A "**Person**" shall mean any entity, corporation, company, association, joint venture, joint stock company, partnership, trust, organization, individual (including personal representatives, executors and heirs of deceased individuals), nation, state, government (including agencies, departments, bureaus, boards, divisions and instrumentalities thereof), trustee, receiver or liquidator.

- 1.5 The **“Enrollment Fee”** for the Enrollee’s 90-day on-line access to the Program shall be a non-refundable \$1,095.00.
- 1.6 The **“Membership Fee”** shall refer to the annual non-refundable fee of \$495.00 (that shall be paid after the Enrollee successfully passes the Program’s final examination
- 1.7 The **“Renewal Fee”** shall refer to the annual renewal of the membership fee of \$495.00.
- 1.8 The **“Initial Term”** shall, unless sooner terminated as provided in this Agreement, be for a period of one year from the date of the registration of Enrollee in the Program.
- 1.9 The **“Renewal Term”** shall mean the one (1) year period after the Initial Term, which entitles the Enrollee to remain in the Program, subject to the payment of the requisite **“Renewal Fee”**.
- 1.10 The **“Territory”** shall mean the United States of America.
- 1.11 The **“IBC Practitioner’s Program Materials” (or Educational Materials)** means that material that IBC, in its sole discretion, includes in the IBC Practitioner’s Program and provides to the Enrollee, under this Agreement during the Term.

## 2. FEES.

- 2.1 **Enrollment Fee.** The non-refundable enrollment fee for the Program tuition and registration shall be \$1,095.00, which shall be paid by the Enrollee to IBC through the process outlined on the IBC Website.
- 2.2 **Membership Fee.** The non-refundable membership fee shall be \$495.00 and shall apply to all Enrollees who have successfully passed the Program’s final examination during this period in order to qualify as IBC Practitioners, members in good standing and, **at their option**, be listed on the IBC Website.
- 2.3 **Renewal Fee.** For those that enroll in the IBC Practitioner’s Program, the annual renewal fee shall be \$495.00, which fee *may* be increased each year thereafter by a cost-of-living increase tied to the “consumer price index,” but not to exceed five percent (5%) per year. The renewal fee shall be paid by the Enrollee to IBC through the process outlined on the IBC Website and shall entitle the Enrollee to a renewal of his or her continued participation as an IBC Practitioner and member in good standing.

## 3. ENROLLEE’S EDUCATIONAL MATERIALS; TRAINING.

- 3.1 **IBC’s Duties.** Upon the execution of this Agreement by Enrollee and the payment of the “Enrollment Fee,” IBC shall provide the Enrollee with a hard copy of the *IBC Practitioner’s Program Manual* and the required *pass codes* to permit the Enrollee to enter the designated section of the IBC Website, where the Enrollee will be able to access the Program’s Teaching Videos (Classes) and the Exam, including the testing protocol.
- 3.2 **IBC’s Right to Revise Educational Materials.** During the term of this Agreement, IBC may, in its sole discretion, revise, modify, enhance or update any or all of the Educational

Materials in the Program. In addition, IBC may, during the term of this Agreement, in its sole discretion, delete or remove from the initial training materials any items that IBC deems appropriate; provided, however, in no event will IBC delete or remove from the Educational Materials any items that will prevent an Enrollee from being trained and educated with The Infinite Banking Concept®, as determined by IBC in its reasonable discretion.

**3.3 Exam.** During the term of this Agreement IBC will make an Exam available to the Enrollee through the proctored testing service center after the Enrollee has had an opportunity to be properly trained in the Program. In order for the Enrollee to take the exam, the Enrollee must have access to a computer that has internet access, a webcam and microphone. The Enrollee shall pay the proctored testing service center approximately twenty dollars (\$20.00) in order to access and take the exam. The Enrollee must take the exam ninety (90) days after enrollment. Failure to take the exam within the prescribed ninety (90) day period will automatically lock the Enrollee out of the Program material and re-accessing the Program's material must be done by request. An administrative fee of twenty-dollars (\$20.00) shall be required to re-access the Program material.. If the Enrollee does not receive a passing score on the exam, a forty-eight hour (48 hr.) minimum wait period is required before retesting. The Enrollee shall pay the proctored testing center approximately twenty-dollars (\$20.00) for each exam retest. The Enrollee is not required to take the Exam; **however**, a passing score on the Exam is necessary for the Enrollee to become officially recognized by IBC as an **IBC Practitioner**. At **Enrollee's option**, the Enrollee will be listed on the IBC Website as an IBC Practitioner.

**3.4 Availability.** IBC will exercise commercially reasonable efforts to make the web access parts of the IBC Practitioner Program available to Enrollee. However, IBC does not warrant that the site will be available on a 24/7 basis, and IBC reserves the right to take the site offline as needed, including but not limited to for maintenance, content revision, or maintaining the integrity or security of the site. Additionally, IBC may block Enrollee's access to the site if IBC suspects the Enrollee's pass codes have been compromised or are being used in an unauthorized manner. Enrollee agrees to hold IBC harmless for unavailability arising out of or resulting from the foregoing. Furthermore, IBC shall not be liable for unavailability due to circumstances beyond IBC's control, including but not limited to Internet outages. Access to the Teaching Videos (Classes) and other portions of the Educational Materials requires Internet access. Enrollee is solely responsible for obtaining and maintaining adequate Internet access to the Educational Materials

4. **ENROLLEE'S REQUIREMENTS AND CONDITIONS.** Except as permitted by this Agreement or by IBC, in writing, (which permission, if granted, shall be for the specific situation and shall not apply to any other situation or be transferable), the Enrollee shall not, and shall not permit any Person to:
- (i) Reproduce, copy, excerpt or condense, publish, display or otherwise make available any of the **IBC Practitioner's Program's Manual, Teaching Videos (Classes)** and the **Exam** to any Person, or permit any Person other than the Enrollee to use or have access to any of the Program's Manual, Teaching Videos and the Exam, or any portions thereof; in no event shall Enrollee make any of the foregoing available to the general public in any medium.
  - (ii) Charge any fee or receive any payment in connection with training third parties, (including financial professionals in the financial services industry, insurance agents or advisors, or financial services providers), to use the Program's Educational Materials and or the Infinite

Banking Concept.

5. **ENROLLEE'S ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS.** Enrollee hereby acknowledges, and, where applicable, warrants, to IBC that:
- (i) The Program's Educational Materials, and all information and materials made available to the Enrollee from IBC constitutes valuable property rights of IBC and the use thereof is limited by and subject to all of the terms and provisions of this Agreement; and
  - (ii) Enrollee's right to use the Program's Educational Materials is as a licensee and is on a non-exclusive basis; and IBC has the absolute right to grant to any other Person, on whatever terms IBC elects, any or all of the rights or licenses granted to the Enrollee hereunder; and
  - (iii) Enrollee may not transfer or assign, in whole or in part, any of the Program's Educational Materials, or any pass codes to any other Person; and
  - (iv) If, after passing the Exam, Enrollee wishes to publicly advertise himself or herself as an IBC Practitioner on the IBC website, then Enrollee warrants and represents to IBC that he or she is an insurance or financial services professional, a tax or legal advisor, or an accountant, or similar professional and holds all appropriate licenses, certifications and other permits or authorizations in good standing;
  - (v) Enrollee warrants and represents that, in the event his or her client specifically requests an "IBC," "Nelson Nash," "Privatized Banking," or "Banking Policy", or, in the event that the Enrollee recommends to his or her client such a policy, and/or the client was referred to the Enrollee for such a policy by the Enrollee's name being listed on the IBC web site, or directly referred to the Enrollee by IBC personnel, then, and only then, the Enrollee will negotiate and execute on behalf of this particular client a DIVIDEND PAYING WHOLE-LIFE INSURANCE POLICY, in accordance with the terms, conditions and the recommendations of the IBC Practitioner's Program.
  - (vi) Enrollee acknowledges that the recognition and acknowledgement by IBC, which Enrollee earns as a result of passing the Exam to become an IBC Practitioner, does not constitute a certification by any federal, state and/or local governmental or licensing board.
6. **ENROLLEE'S COMPLIANCE WITH LAWS AND REGULATIONS.** Enrollee shall conduct his or her business in compliance with all applicable laws, rules, regulations, ordinances, licenses, and other requirements of any federal, state, provincial, county, municipal, local, or other governmental agency or board, as well as in accordance with standard practices and procedures of his or her profession.
7. **INDEMNIFICATION AND HOLD HARMLESS.** Enrollee hereby indemnifies and holds harmless IBC, its agents, officers, employees and consultants, against any third-party claims against IBC, its agents, officers, employees, consultants, for damages arising out of or relating to or from any breach of the terms of this Agreement by Enrollee.
8. **RELEASES, DISCLAIMERS AND LIMITATION OF LIABILITY.** IBC hereby disclaims any and all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the subject matter of this Agreement. IBC makes no representation or warranty that any particular result will be achieved by Enrollee as a result of

Enrollee's participation in the Program. IN NO EVENT SHALL IBC HAVE ANY LIABILITY TO ENROLLEE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR USE INCURRED BY ENROLLEE, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF IBC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IBC'S AGGREGATE LIABILITY FOR ANY DIRECT DAMAGES TO ENROLLEE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY ENROLLEE TO IBC IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO THE CLAIM.

## 9. **TERMINATION.**

9.1 **Termination by Enrollee.** Enrollee shall have the right to terminate and cancel this Agreement at the end of the Initial Term. In the event that IBC has not received the applicable Renewal Fee for a Renewal Term within thirty days (30) after the expiration of the prior term, then, in that event and unless otherwise agreed to by IBC in writing, Enrollee's participation in the Program shall be automatically terminated and IBC may remove Enrollee's name from the IBC Website.

9.2 **Termination by IBC.** In addition to the rights of IBC as set forth in Section 9.1, IBC shall have the right to terminate this Agreement upon written notice to Enrollee in the event of:

(i) non-payment by Enrollee of any fees or other sums due to IBC under the terms of this Agreement;

(ii) a breach or violation by Enrollee of Section 5(v) of this Agreement, whereby a client brings a complaint directly to IBC that the Enrollee failed to negotiate and execute a Dividend Paying Whole-Life Insurance Policy to a client requesting, and or, believing he or she had obtained an "IBC," "Nelson Nash," "Privatized Banking," or "Banking Policy," and instead was contracted with another type of insurance policy or financial product.

(iii) a breach or violation by Enrollee of any other of the provisions of this Agreement or any other agreement between the Enrollee and IBC.

9.3 **Procedures after Termination.** Upon termination of this Agreement, Enrollee shall immediately and permanently discontinue and refrain from the use of the IBC Practitioner's Program, including its Teaching Videos and Manual and Enrollee will be removed from the IBC Website. Enrollee will no longer have access to the Program on the IBC Website. If Enrollee has adopted the IBC Practitioner recognition into its marketing materials, Enrollee shall immediately cease any reference to Enrollee as an IBC Practitioner and remove any such designation from any of its marketing materials.

## 10. **PROPRIETARY INFORMATION/INJUNCTIVE RELIEF AND OTHER RIGHTS.**

10.1 **Proprietary Information.** For purposes of this Agreement, "Proprietary Information" shall mean any pass codes and information, supplied to the Enrollee hereunder, relating to the Program and shall include (but not be limited to) the IBC Practitioner's Program Manual, its Teaching Videos (Classes) and the Exam.

- 10.2 **Nondisclosure of Proprietary Information.** Enrollee agrees to regard and preserve as confidential, all Proprietary Information, whether Enrollee has such information in memory or in writing or other physical form. Enrollee shall not, without written authority from IBC to do so, directly or indirectly, use for the benefit or purposes, nor disclose to others, either during the term of this Agreement or thereafter any Proprietary Information. However, the Enrollee may disclose information in order to comply with any applicable laws or to comply with lawful state and/or federal government requests for information.
- 10.3 **Exceptions.** The foregoing obligations of this Section 10 shall not apply to any part of the Proprietary Information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of the Enrollee, hereafter disclosed in publicly available sources of information, or (iii) has been or is hereafter lawfully disclosed to Enrollee by any third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.
- 10.4 **Remedies and Survivability.** Enrollee acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Section by Enrollee and that, in addition to other remedies, and notwithstanding any dispute resolution process set forth herein, IBC shall be entitled to specific performance and/or injunctive or other equitable relief, without the requirement of posting a bond, for any such breach. The provisions of this Section shall continue and survive the termination of this Agreement.

## 11. MISC. PROVISIONS:

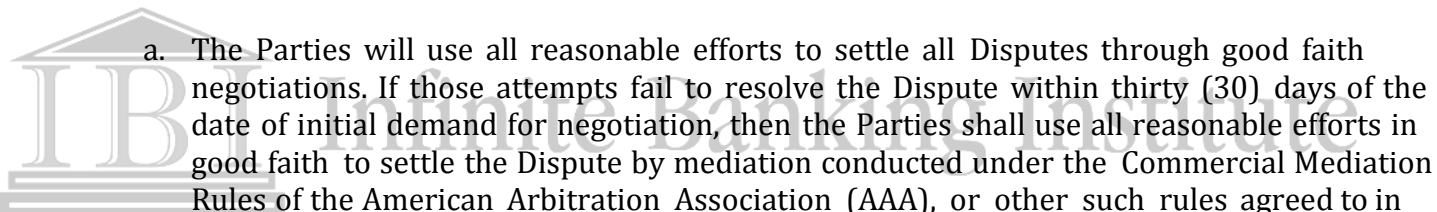
- 11.1 **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between them with respect thereto.
- 11.2 **Amendment.** This Agreement may not be altered or amended except by a written agreement duly executed by both of the Parties.
- 11.3 **Agreement Binding.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, subject, however, to the provisions regarding assignment herein above set forth.
- 11.4 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and said counterparts shall together constitute but one and the same agreement, binding upon both of the Parties hereto, notwithstanding that both of the Parties are not signatory to the original or the same counterpart.
- 11.5 **Headings.** The headings of the several sections of this Agreement are inserted solely for convenience of reference, and in no way define, describe, limit, extend or aid in the construction of the scope, extent or intent of this Agreement or of any term or provision hereof.
- 11.6 **Terms.** Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.
- 11.7 **Severability.** In the event that any provision or any portion of any provision contained in this Agreement is unenforceable, the remaining provisions and, in the event

that a portion of any provision is unenforceable, the remaining portion of such provision, shall nevertheless be carried into effect.

11.8 **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the State of Alabama. Any suit brought here on, whether in contract, tort, equity or otherwise, shall be brought in the state or federal courts sitting in Birmingham, Alabama, the Parties hereby waiving any claim or defense that such forum is not convenient or proper. Each of the Parties hereby agree that any such court shall have in personam jurisdiction over it, consents to service of process in any manner authorized by Alabama law, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

11.9 **No Waiver.** The failure of either Party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce each and every such provision of this Agreement.

11.10 **Dispute Resolution Procedure.** The Parties shall follow the dispute resolution process set forth in this section in connection with all disputes, controversies or claims, whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory arising out of or relating to this Agreement or breach of alleged breach of this Agreement (collectively "Disputes").

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- a. The Parties will use all reasonable efforts to settle all Disputes through good faith negotiations. If those attempts fail to resolve the Dispute within thirty (30) days of the date of initial demand for negotiation, then the Parties shall use all reasonable efforts in good faith to settle the Dispute by mediation conducted under the Commercial Mediation Rules of the American Arbitration Association (AAA), or other such rules agreed to in advance by the Parties in writing.
  - b. Any Disputes not finally resolved at mediation shall be settled by binding arbitration conducted in accordance with the then current AAA, or other such rules agreed to in advance by the Parties in writing, by a single arbitrator. The arbitration hearing shall be held in Jefferson County at a place and time designated by the arbitrator.

The laws of the State of Alabama shall govern all issues of law. The arbitrator shall not have the power to award punitive damages, or any other damages not permitted to be recovered under the terms of this Agreement, as the Parties have agreed to exclude such damages from any relief any Party will seek as a remedy.

The arbitrator shall award to the prevailing Party all attorneys' fees, and other costs incurred in the preparation for and participation in the arbitration proceeding. No attorneys' fees shall be awarded for any Dispute that is resolved prior to a demand for commencement of arbitration proceedings.

The award of the arbitrator shall be final and binding on all Parties. Judgment on the award may be entered by any Party in the highest court, state or federal, having jurisdiction.

The Dispute resolution process set forth in this section shall survive the termination or expiration of this Agreement.

11.11 **Recitals.** The recitals set forth at the beginning of this Agreement are part of this Agreement.

11.12 **Assignment.** Enrollee may not assign this Agreement or delegate its duties hereunder without the prior written consent of IBC.

**IN WITNESS WHEREOF**, this Agreement is made as of the day and year first above written.

**INFINITE BANKING CONCEPTS, LLC**

BY: \_\_\_\_\_  
(Signature)

ITS: David M. Stearns

**ENROLLEE:**



Infinite Banking Institute

\_\_\_\_\_  
(Print full name)

\_\_\_\_\_  
(Enrollee's signature)

\_\_\_\_\_  
(Enrollee's mailing address)

\_\_\_\_\_  
(City and state)

Zip Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_