

Primary Contact	API Marketing Consultant	Date
Company Name	Email Address	
Company Address	Billing Address	Billing Contact
Telephone Number	Fax Number	

Custodian: _____ **Broker/Dealer:** _____

- I already own a Domain Name: _____
- Additional Domain Name (\$50 set-up fee) _____

Website Set-Up Fee	Price
<input type="checkbox"/> Template Website with Custom Banner. Includes a customized banner with your logo	\$500
<input type="checkbox"/> Custom Website Development. Customized home page, banner, buttons and formatting throughout	\$4,000

- Custom setup includes the design of four (4) home page compositions and three (3) revisions to one (1) of the four (4) compositions. The setup also includes the design of up to 15 inside pages with two (2) revisions.
- The 15 pages include five (5) customizable pages with your content and 10 pages of Platinum License content. (Upon request we'll provide quote for landing page, flash, additional pages, etc.)

Annual Fee

Cancellation of service prior to the term of this agreement is subject to cancellation fees. See page four for details.

- Silver** (\$800/yr) **Gold** (\$1,300/yr) **Platinum** (\$2,100/yr.) **Platinum Plus 35 Portals** (\$3,600/yr.)

Platinum-Plus Portals

Includes a marketing website with a Platinum hosting, service and content license plus Personal Client Portals for individual clients. Each client portal is branded to your firm and you have an administrative BackOffice to control all your client portals. The content of each client's portal is automatically personalized an contains AdvisorVault, a blog for your firm, calendaring, To-Do Manager for giving clients and other professionals action items, plus interfaces to leading portfolio accounting, financial planning, and CRM systems. A **\$750 set-up and training fee** is applied plus the following annual fees.

- | | |
|---|---|
| <input type="checkbox"/> Platinum Plus 35 Client Portals (\$3,600/yr) | <input type="checkbox"/> Platinum Plus 200 Client Portals (\$8,100/yr.) |
| <input type="checkbox"/> Platinum Plus 75 Client Portals (\$5,100/yr.) | <input type="checkbox"/> More Than 200 Client Portals (Please Call) |
| <input type="checkbox"/> Platinum Plus 125 Client Portals (\$6,600/yr.) | |

PAYMENT METHOD

- MasterCard Visa America Express

Credit Card Number

Name (exactly as it appears on your credit card)

Expiration Date: _____ Billing Zip Code: _____

X _____
Signature

- Quarterly Payment Option for Platinum Services**
(Please check option if requested)

Your credit card will **automatically** be billed the website annual license fee 30 days from receipt of your order for a template website, 120 days for a custom website or immediately upon your site going live, whichever comes first. _____ **Initial**

The annual license fee covers 12 months of service, and **will begin** 60 days from receipt of the order for a template, and 150 days for a custom **or** when your website goes live, whichever comes first. Renewals will occur automatically on that anniversary date thereafter. _____ **Initial**

OPTIONAL ENHANCEMENTS

- ADVISORVAULT 2.0.** Store sensitive client documents online in secure personal folders. Clients can also upload documents, and you can permission CPAs and other professionals to upload documents to a client's folder. Upload investment policy statements, financial plans, birth certificates, and other documents. Redundant, load-balanced servers, firewalls, and network infrastructure. 256-bit SSL encryption for high security, using Microsoft .NET and a SharePoint Services platform. 24/7 manned security, dual fingerprint access, and video surveillance at SAS 70 Type II data center. **(\$300 One-Time Setup Fee) \$500/yr for 500mb of storage (500mb Included in Platinum License)**
- EMAIL NEWSLETTERS.** "Push" newsletters with our articles to your clients and prospects. With email newsletters, we put you in control of an easy to use email list server. Regular email updates lure traffic to your site, and keep you in touch with clients by sending them the articles and weekly market reports that we provide. Email Newsletters insert the banner from your website at the top of all emails and are sent it to all addresses on your list. A link we place on lets visitors to your site sign up for your email newsletter. All emails contain an "unsubscribe" button that automatically removes a recipient. **(\$300 One-Time Setup Fee and \$500/yr.)**
- BLOG WRITING SERVICE.** Our writer interviews you and writes a 300- to 750-word blog for your firm. The blog can focus on your niche to gain better search engine visibility. Your blog is displayed on your public marketing website as well as on your client portals.
- \$400/blog** **\$1800/six blogs (\$300/blog)** **\$3,300/12 blogs (\$275/blog)**
- ADVISOR PRODUCTS CONFERENCING.** Host meetings online. Review a financial plan or quarterly portfolio report with a client, show prospects a PowerPoint presentation. Secure 128-bit encryption. So easy to use for you and meeting participants that you will not hesitate to host web conferences on the fly. High-speed Internet connection is recommended. Web page where you initiate meeting is branded with your logo and is linked to your website. Host as many online meetings with **up to 5 participants for \$840 a year; up to 10 participants for \$1440. Call for pricing for larger groups. (\$300 One-Time Setup Fee)**
- ADVISOR PRODUCTS COMPLIANCE ENGINE SNAPSHOT (ACES).** Archive your site every time it's updated. To be prepared for an regulatory audit, use ACES to keep a record of your website as it evolves, just like you save samples of all your other marketing materials. ACES makes archiving painless. In seconds, it takes a "snapshot" of your entire site and stores it on a computer in your office. **(Included with Gold and Platinum, and automated with Platinum)**
- EMAIL ARCHIVING SYSTEM (EAS - GR).** Archive all incoming email and outgoing emails. **(\$1,000 One-Time Setup Fee and \$2000/yr for up to 10 email accounts). For additional email addresses, call for pricing.**
- MARKETING COPY.** Tap API's team of expert financial copywriters and journalists to tell your story, or get help with writing articles for your website. Our writers and editors have decades of experience in communicating complex financial ideas. Three-hour minimum for writing/editing. Receive discounts by buying 10, 15 or 20 hours of writing.
- Template Marketing Copy (TMC) (\$350)** **By The Hour (\$250/hr)** **10 hours w/TMC (\$2,600)**
 15 hours w/TMC (\$3,725) **20hours w/TMC (\$4,500)**
- LOGO DEVELOPMENT.** Create a design that can help unify your branding. Your logo is the centerpiece in providing a uniform look to all your marketing materials, and conveys a more professional image. We interview, then implement your ideas, coming back with compositions for review and revision. To get a broad creative perspective, you may want compositions from several members of our design team.
- I want **two** artists to design **two** compositions each. **(\$150/hr, \$1200 Retainer)**
 I want **three** artists to design **two** compositions each. **(\$150/hr, \$1,500 Retainer)**
(Retainers are paid up front; any additional hourly fees, if needed, are billed at the end of the logo design process.)
- Designated contact from your firm authorized to give graphic direction: _____
- ADDITIONAL WEBSITE PAGES.** Add pages to your website. **\$150/per page, 10 pages \$1,250**
- ADDITIONAL STORAGE.** Every API site comes standard with 50mb of available online storage.
Additional 50mb \$100/yr. 200mb total storage additional \$200/yr.

PERFORMANCE REPORTING from Schwab PortfolioCenter

- Batch Upload** PDFs from PortfolioCenter to 1GB AdvisorVault \$1,000/yr
 XML Reports from PortfolioCenter Extracts viewed within Portal (available November 1, 2008) \$400/yr
 XML Reports from PortfolioCenter Extracts viewed from website (available November 1, 2008) \$1,200/yr

YOUR EMAIL

You will receive five free POP email accounts with your website. Additional accounts can be set up for \$50 a year. After we receive your Website Order Form and Agreement we will send you a website workbook. On page three of the workbook you will find a form that requests the information we need to setup your email accounts. The email accounts will be setup upon return of your workbook. The email accounts can also be set up to forward to an email address that you currently use.

Please Note: To utilize these POP email accounts, you need to be using an Internet Service Provider (ISP) that provides Internet-standard SMTP email services. If you use AOL to dial-up your Internet access, you will not be able to use these accounts. AOL uses a proprietary service that is not compatible with SMTP. Email forwarding to an existing AOL account will work.

I want to use the five email accounts you provide. I will need _____ additional accounts. (\$50/yr per additional account)

Our email service includes Antivirus and Anti-spam protection

Stops SPAM before it gets to your computer.

- Blocks or tags suspect emails
- No software to install or maintain
- Regain time spent fighting SPAM
- Server based email virus protection

Your computers will not be protected against viruses transmitted by diskette or CD, so you'll still need to run anti-virus software on your local PC and network server. However, you do get front-line protection from email viruses, so known viruses won't even get near your PC.

ADVISOR PRODUCTS AGREEMENT

THIS AGREEMENT IS MADE 19 September 2008 by and between Advisor Products, Inc. (hereinafter referred to as "Advisor Products") and _____ (hereinafter referred to as "Client"), the "Parties". The Advisor Products Order Form (hereinafter referred to as the "Order Form") is considered an integral part of this agreement.

WHEREAS Client is in need of professional assistance with respect to the development of a website on the Internet; and

WHEREAS API is in the business of providing such professional assistance with respect to the development of websites for the financial planning industry;

NOW THEREFORE in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby agreed by and between the parties as follows:

FIRST: It is hereby agreed by and between the Parties that API will provide a website for Client. Client further agrees to provide all materials content and decisions required for producing Client website. Client understands that not providing API with materials content and decisions required for producing the Client website will not affect the date the License Package fee becomes payable as hereafter provided. API agrees that all materials and other information provided by Client to API in connection with the development of the website, other than the materials and information that become part of the public portion of the website, are to be kept confidential will not be disclosed to third parties.

SECOND: Client agrees to pay API upon signing this agreement the one-time setup fee in the sum as identified alongside the selected Setup Package on the Order Form, plus the annual fee for the License Package selected by Client. Client agrees that the License fee will be payable one month (four months for Custom setup) from the date of this Agreement. Client agrees that If no setup fee is being charged the License fee will be payable upon signing of this agreement. Custom Setup is Conditional on the Platinum License being in force during the two years immediately following the Commencement Date as defined hereafter. Template Setup is Conditional on one of the Licenses being in force during the two years immediately following the Commencement Date as defined hereafter. It is agreed by and between the parties that the period covered by the annual License Package fee is deemed to commence one month (four months for Custom) after the date of signing this Agreement (hereinafter termed the "Commencement Date") extending for a period of one year. Client agrees that creating additional graphics requires additional fees, as does adding additional content services and logo development services pursuant to the Order Form. Client agrees to pay API the prevailing website maintenance hourly rate for any additional work requested by the Client that is not included in the website setup including but not limited to adding or formatting of pages of content, training Client personnel, photo scanning and touchup or graphics creation. API acknowledges that setup fee includes one (1) half-hour Back Office training session.

THIRD: API agrees that the annual License fee covers Client website and email hosting and customer service hours as listed hereafter: Silver license includes one-half (1/2) hour per year, Gold license includes two (2) hours per year, and Platinum license includes eight (8) hours per year. Client acknowledges the fact that the annual License fee does not cover any customized changes to the website when made by API at the request of Client. Furthermore Client acknowledges and agrees that customer service and technical service requests will be billed at the prevailing rate (currently \$150/hr) in 30- minute increments, with a 30-minute minimum charge per request and that Client will be billed for technical support for website and email service at the prevailing rate unless the reported problem is deemed to be caused by a malfunction or misconfiguration in the computer systems that API owns and administers. The definition of a customer service request includes but is not limited to requests for modifications to the Client website (graphics, content, programming), training, email setup, changes to DNS settings.

FOURTH: The annual License fee is for a term of one year. Renewal of this Agreement and License shall occur annually on the Commencement Date and be at the price, terms and conditions in effect at that time. Client or API may terminate the License only on or after the second anniversary of the Commencement Date and must do so by giving the other party no less than 30 days advance written notice of such intention. API reserves the right, at its option, to deactivate the Client website if any amount due to API is not paid within 30 days of invoicing. Client understands that deactivation of the website does not remove the obligation to pay to API any sums properly due hereunder, whether or not invoiced. Further, deactivation of the Client website by API will not be a course of action against API for any damages, compensation, loss, costs or expenses howsoever arising.

FIFTH: Client acknowledges that a \$500 fee shall apply on custom site orders canceled within 21 days of signing this agreement and a \$1,500 cancellation fee shall apply thereafter. A cancellation fee of \$250 shall apply on template site orders canceled within the 24 month contract; \$500 after custom banner is created. If cancellation fee is not paid within 30 days of cancellation then the full amount of the two (2) year contract will be due.

SIXTH: Client acknowledges that neither API nor any principal or employee thereof is an attorney or compliance officer and that neither API nor any principal or employee thereof has or shall provide any legal, regulatory, compliance advice to Client whether professional or otherwise. Client accepts responsibility for all legal, regulatory, and compliance-related issues arising out of the Client website and agrees to hold API and all of its principals and employees and any related entities harmless and free of liability from any economic damages or financial losses arising from any legal or compliance-related issue(s).

SEVENTH: The Parties agree to exercise reasonable due care to be certain that any content provided by the other party will not be used in a manner deemed to be unauthorized by the other party. Content produced by a Party may not be reproduced without the express written consent of that Party. Without limiting the generality of the foregoing, unauthorized use will be deemed to include any infringement of copyright as well as any unlawful use of intellectual property rights.

EIGHTH: Client acknowledges and agrees that: API services and API software are provided on an "as is" bAPIs, and client's use of the API services and API software are at client's own risk; API does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non infringement and title; API does not warrant that the services or software will be uninterrupted, error-free, or completely secure; Website, email and other application services including but not limited to account aggregation, portfolio reporting and financial planning are dependent on third-party Internet services providers (ISP's) and application service providers (ASP's), API disclaims any and all liability for interruption or malfunction of services due to system failures or malfunctions in third-party provider's systems. Client agrees to hold harmless and free of any liability API and all its principals, employees and related entities from any economic damages or financial loss arising as direct or indirect result of the Client website and other API services provided under this agreement except where there has been intentional malfeasance or negligence on the part of API. In no case shall API liability for any or all damages arising from this agreement exceed one quarter of the current year's annual license fees collected from client.

NINTH: If the event Client licenses the API proprietary Email Newsletter Services (hereinafter referred to as "ENS"), Client agrees to pay API upon signing this Agreement a one-time setup fee plus the ENS annual fee as advised. Client agrees that the setup fee covers the one-time setup by API of up to 1000 email addresses, and that Client can add additional email addresses using the API Back Office up to a maximum of 1,000 addresses. Client agrees that the ENS annual maintenance fee is for a term of one year commencing with the beginning of the annual License fee. Renewal shall be at the price, terms and conditions then in effect at the time of renewal. API covenants with the Client never purposefully to use or disclose the contents of the Clients email list. Client agrees not to use the ENS list server in a manner that would be considered "spamming." The definition of "spamming" includes sending email to individuals who have not expressed an interest in the services of Client, sending emails advertising products or services unrelated to Client's financial services business, or sending an excessive number of emails to the list's subscribers. API reserves the right to suspend ENS for a Client that uses ENS for spamming.

TENTH: Failure of either party to object to or take other action with respect to any conduct of the other party that may be in breach of this Agreement shall not be deemed a waiver of either breach or any future breach or wrongful conduct.

ELEVENTH: If any provision of this Agreement or its application to any person or circumstances is found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to other persons or circumstances shall not be affected and shall remain in full force and effect.

TWELFTH: The validity, interpretation and performance of this Agreement shall be governed by and construed under the laws of the State of New York and shall be deemed by the parties to be a New York contract. The sites of any litigation, which may develop or transpire under the terms and provisions of this Agreement shall be within the State of New York.

LASTLY: This Agreement contains the entire understanding of the parties. Any oral understandings are incorporated and merged in this Agreement. No representations were made or relied upon by either party except as set forth. This Agreement may not be changed unless both Advisor Products and Client agree to the change in writing.

Agreed To By:

Advisor Products, Inc.

Client

Date

APPENDIX A

	Silver	Gold	Platinum
Website Hosting	✓	✓	✓
BackOffice	✓	✓	✓
Five POP Email Accounts	✓	✓	✓
Stock/Mutual Fund Quotes & Charts	✓	✓	✓
Market Indices & Top Market News	✓	✓	✓
Corporate Profile	✓	✓	✓
Portfolio Track		✓	✓
Market News/ Stock News			✓
Business News/ US News/ International News			✓
Financial Calculators	✓	✓	✓
Financial Briefs	1	8	Unlimited
Featured News			Unlimited
Articles of Interest			✓
Market Data Bank		✓	✓
Quarterly Market Summary			✓
Economy Watch			✓
Home Page	✓	✓	✓
Services Page	✓	✓	✓
Bio Page	✓	✓	✓
Client Update Page	✓	✓	✓
Client Forms Page	✓	✓	✓
Disclosure Page	✓	✓	✓
Web Resources Page	✓	✓	✓
AdvisorShield	✓	✓	✓
Additional Pages	Not Available	✓	✓
Website Archiving	Not Available	✓	✓
Advisor Vault	Not Available	Add'l \$500/yr	✓
Annual Maintenance/Support	30 minutes	2 Hours	8 Hours