

FAX-BACK to (516) 706-3162

From: _____

Company: _____

Phone: _____

Comments: _____

Credit Card Information:

Your personal information is placed on this cover sheet, securely FAXed, and then removed and destroyed for your protection.

Cardholder Name (as is appears on your card)		Cardholder Signature	
Card Billing Address			Card Billing Zip Code
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express			
Payment Method	Credit Card Number	Exp. Date	Code

Contact For AdvisorVault Set-Up	Billing Contact (if different)	Sales Representative	Date	
Company Name	Street Address	City	State	Zip
Telephone Number	Fax Number	Email Address		

- In signing this agreement, subscriber authorizes Advisor Products to charge the credit card provided for automatic annual renewal. The renewal price shall be based on prices, terms and conditions in effect at that time.

With AdvisorVault 2.5, you can securely post documents and files of any type in a private folder for each client on your website. It is easy to use and offers extraordinary security. Files are encrypted while uploaded, downloaded and stored using 256-bit—a feature not available from most other online vaults. The system is protected by multiple firewalls. AdvisorVault 2.5 allows each client to create his own folders and passwords, and clients can also upload documents to their private folders. E-mail notifications are sent to you and the client whenever new files are posted. AdvisorVault 2.5 supports collaboration with additional professionals, such as attorneys and tax professionals and can be used for secure storage of portfolio reporting data from the most popular desktop portfolio management applications.

Set-Up Fee

- Please add AdvisorVault 2.5 to my website - **\$300 Setup Fee**

Options

- Platinum License Subscriber with 2 GB of storage (**No Additional Charge**)
- Gold License Subscriber with 2 GB of storage (**\$500/year**)*
- AdvisorVault 2.5 Added To A Website Not Hosted By Advisor Products with 2GB of storage (**\$1,000/year**)*
- Additional storage:
 - 5 GB Vault \$1,000/yr additional
 - 10 GB Vault \$2,000/yr additional
- Online Performance Reporting.** Batch upload PDFs and Dynamic XML Performance Reports from Schwab PortfolioCenter or Advent Axys and adds an additional 1 GB of storage to your vault. (**\$300 Set-Up Fee and \$1,400/year**)*

ADVISOR PRODUCTS AGREEMENT

THIS AGREEMENT IS MADE (Date) _____ by and between Advisor Products, Inc. (hereinafter referred to as "Advisor Products" or "API") and _____ (hereinafter referred to as "Client"), the "Parties". The Order Form, page-one of this agreement (hereinafter referred to as the "Order Form") and attached amendments are 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 license use of AdvisorVault™ (the "License") online file storage and retrieval service to Client. API will follow the instructions of your Designated Contact. Assigning any individual in your firm as your Designated Contact to manage the design and development process other than the individual who will approve the final product is likely to result in misdirection of API staff and your firm must bear any resulting additional costs.

SECOND: Client agrees to pay API upon signing this agreement the one-time setup fee in the sum as identified on the Order Form, plus the annual fee for the AdvisorVault™ License. Client agrees that the Setup and License fee will be payable upon signing of this Agreement. Client agrees and acknowledges that setup of clients and upload of client files and data into AdvisorVault 2.5 is the responsibility of the Client.

THIRD: Client acknowledges that as a requirement for licensing AdvisorVault™ service a concurrent Advisor Products website agreement must be in effect and Client must be current in payment of all charges. Furthermore Client acknowledges and agrees that customer service and technical service requests will be billed at the prevailing rate (currently \$150/hr) in 15 minute increments, with a 15 minute minimum charge per request and that Client will be billed for technical unless the reported problem is deemed to be caused by a malfunction or mis-configuration in the computer systems that API owns and administers.

FOURTH: The annual License fee is for a term of one year. Annually this agreement shall automatically renew on the date of signing of this agreement 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 first anniversary of the agreement 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 discontinue or suspend the License if any amount due to API is not paid within 30 days of invoicing. Client understands that suspension of the License does not remove the obligation to pay to API any sums properly due hereunder, whether or not invoiced. Further, suspension of the License 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 \$300 fee shall apply on custom site orders canceled within 21 days of signing this agreement and a \$100 cancellation fee shall apply thereafter. If cancellation fee is not paid within 30 days of cancellation then the full amount of the annual 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" basis, and client's use of the API services and API AdvisorVault™ 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, AdvisorVault™ 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 API services provided under this agreement. 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: 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 any breach or any future breach or wrongful conduct.

TENTH: 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.

ELEVENTH: 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: (Client Signature)

Date: _____