

**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.

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

|                                 |                                |                      |       |     |
|---------------------------------|--------------------------------|----------------------|-------|-----|
|                                 |                                |                      |       |     |
| Contact For E-Newsletter 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.

**The Advisor Products Email Newsletter Platform** is integrated into your website and puts you in control of an email list server. It enables you to "push" newsletters (that we write) to your clients and prospects. It's one of the most important internet marketing tools open to independent financial advisors. Emailing a weekly market update and occasional financial articles keeps you in front of clients and prospects. It helps bring in new business.

**Email Newsletters:**

1. You create a list of all your clients and prospects and upload it to our platform.
2. You can divide your email list into different groups, such as retirees or business owners.
3. You choose the articles you want included in an email newsletter.
4. A one-paragraph "teaser" that summarizes articles posted on your website is emailed to your list.
5. Recipients click on a link in the email, which opens a browser displaying the full article on your website.
6. The emails are automatically branded with your website banner.

Email newsletters include articles that we write and that cover a diverse range of topics, including:

- Long-term investing
- Tax strategies
- Estate planning
- Breaking financial news

**Weekly Market Updates**

You can also automatically send a recap of the market's performance every Friday at 5 p.m. EST. Set it up once and you'll touch prospects and referral sources weekly. Branded with your website banner, you can send weekly market updates to all your contacts week without any work by you.

**Benefits**

- Leverage our proprietary articles
- Increases visits to your website
- Place an e-newsletter sign-up button on your website for all visitors
- FINRA-reviewed articles
- Keeps you in front of prospects and clients without any work by you

- Please add the Email Newsletter Program to my website - **\$300 Set-up, \$500 annual fee\***  
 - Includes up to 1,000 addresses on your email list

## ADVISOR PRODUCTS AGREEMENT

**THIS AGREEMENT IS MADE** (Date) \_\_\_\_\_ by and between Advisor Products, Inc. (hereinafter referred to as "Advisor Products") and 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 license use of Email Newsletter (the "License") online eMail Newsletter Program with Weekly Market Update and Mass e-mail functionality to Client.

**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 Email Newsletter License. Client agrees that the Setup and License fee will be payable upon signing of this Agreement.

**THIRD:** Client acknowledges that as a requirement for licensing Email Newsletter 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 support 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 there are no refunds within the year after set-up has been completed.

**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 Email Newsletter 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, Email Newsletter 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.

**TWELFTH:** Client agrees to comply with the CAN-SPAM Act of 2003 including but not limited to the following requirements: Each email will include an obvious and functional opt-out or unsubscribe link. Client agrees to discontinue sending email to a recipient who has opted out or unsubscribed from your mailing list. Client agrees to immediately and zealously honor opt-out and unsubscribe requests, include postal address in all emails, indicate if the email is an advertisement, use descriptive subject headings. Client further agrees that at least one of the following conditions will be met by all emails sent over the email newsletter system: (a) Verify the recipient has subscribed to your mailing (b) has a current business or personal relationship with you or your firm, or (c) verify the recipient has inquired about Client's offerings.

**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: \_\_\_\_\_