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Video Library Dashboard Order Form & Agreement

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 Video 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.

Video Library Dashboard

American Internet users viewed about 15 billion videos in January 2009, a 50% increase over a year earlier. Video content on the Web is booming in popularity because it entertains, educates, and enthralls. And now you can provide videos on your website to tell your firm's story. You can capitalize on the trend by utilizing our marketing videos to tell your firm's story. Every month, we produce a new video that you can use on your firm's website.

One Time Set Up Fee: \$300

Marketing Videos Pricing:

\$750 annual fee to display up to 5 videos on your website.

The schedule for producing marketing videos:

- Benefits Of Our Advisory Firm's Client Portal System
- Why You Want An Advisor Who's A Fiduciary
- Why You Want An Advisor Who's A Fiduciary (With NAPFA Fiduciary Oath)
- Utilizing Our Firm's Online Vault
- Why You Want To Hire A Fee-Only Advisor
- Planning For A Child With Special Needs
- Using Intentionally Defective Grantor Trusts
- Understanding Our Firm's Online Performance Reports
- The Benefits Of Hiring A CFP®
- Estate Planning 101
- Investments With Low Expenses
- Why Rebalancing Is Important
- Investment Policy Statements
- Understanding Monte Carlo Simulations

ADVISOR PRODUCTS VIDEO LIBRARY DASHBOARD AGREEMENT

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

WHEREAS Company 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 the API Marketing Videos (the "License") for their website online viewing.

SECOND: Company agrees to pay API upon signing this agreement the one-time setup fee in the sum as identified on the Order Form. Company agrees that any needed setup of the API Marketing Videos will be payable upon signing of this agreement or deducted from the Company's annual service time available. 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.

THIRD: Company acknowledges that as a requirement for licensing the API Marketing Videos service a concurrent Advisor Products website agreement must be in effect and Company must be current in payment of all charges. Furthermore Company 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 Company 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: API reserves the right, at its option, to discontinue or suspend the License. Company 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: Company acknowledges that there are no refunds after set-up has been completed.

SIXTH: Company 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 Company whether professional or otherwise. Company accepts responsibility for all legal, regulatory, and compliance-related issues arising out of the Company 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: Company 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 Marketing Videos 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. Company 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 Company agree to the change in writing.

Agreed To By: (Company Signature)

Date: _____