



# ADVISOR PRODUCTS INC.

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## Website Order Form And 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			
<input type="checkbox"/> Quarterly Billing Option (For Platinum or Platinum Plus Portal Licensees only)			
Payment Method	Credit Card Number	Exp. Date	Code

Designated Contact For Website Set Up	Billing Contact (if different)	Sales Representative	Date
Company Name	Street Address	City	State Zip
Telephone Number	Fax Number	Email Address	
<p>The one-time set-up fee shall be due and payable upon execution of this Agreement. The initial annual License will be charged to your credit card 30 days from today's date for a template website and 120 days for a custom website, or immediately upon your website going live, whichever comes first.</p> <p style="text-align: right;">_____ Initial</p>		<p>The annual License fee covers 12 months of service, which commences 60 days from today's date for a template website and 150 days for a custom website, or when your website goes live, whichever comes first. Annual License fees will be charged automatically upon expiration of each 12 month period, unless this Agreement is otherwise terminated.</p> <p style="text-align: right;">_____ Initial</p>	

- Client owned Domain Name: www.\_\_\_\_\_ B/D and/or Custodian \_\_\_\_\_
- Additional Domain Name (\$50 set-up fee each) \_\_\_\_\_

Set-Up Fee	Price
<input type="checkbox"/> <b>Template Website with Custom Banner.</b> Includes a customized banner with your logo	\$500
<input type="checkbox"/> <b>Designer Series Template</b> – select from 4 enhanced template designs	\$1,500
<input type="checkbox"/> <b>Custom Website Development.</b> Customized home page, banner, buttons and formatting throughout - 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 fifteen (15) inside pages with two (2) revisions. - The 15 pages include five (5) customizable pages with your content and ten (10) pages of Platinum License content.	\$4,000

### Annual License Fees

Cancellation of service prior to expiration of Initial Two-Year Term of this Agreement is subject to cancellation fees. See page five of this Agreement for details. The Annual Service Plan Options included in your level of service and covered by the Annual License Fee are set forth in Appendix A attached on page six of this Agreement.

- |                                                   |                                                   |                                                        |
|---------------------------------------------------|---------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> <b>Silver</b> (\$800/yr) | <input type="checkbox"/> <b>Gold</b> (\$1,300/yr) | <input type="checkbox"/> <b>Platinum</b> (\$2,100/yr.) |
|---------------------------------------------------|---------------------------------------------------|--------------------------------------------------------|

### Platinum-Plus Portals

Includes your marketing website with a Platinum hosting, service, and content plus Personal Client Portals. Each client's 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 and 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 one-time set-up fee** is applied plus the following annual fees.

<input type="checkbox"/> Platinum Plus 100 Client Portals (\$3,600/yr)	<input type="checkbox"/> Platinum Plus 300 Client Portals (\$5,600/yr.)
<input type="checkbox"/> Platinum Plus 200 Client Portals (\$4,600/yr.)	<input type="checkbox"/> Platinum Plus 400 Client Portals (\$6,600/yr.)

## OPTIONAL ENHANCEMENTS

**ADVISORVAULT 2.5.** 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. Template Email Dashboard for easy notification of clients in bulk or one at a time whenever you upload new documents. Redundant servers, firewalls, and network infrastructure. 256-bit SSL encryption for high security, using Microsoft .NET and a SharePoint Services platform. 24/7 manned security at SAS 70 Type II data center. **\$300 One-Time Set-up Fee and \$500/year for 2GB of storage (2GB Vault is included with Platinum License)**

### Additional Storage

- 5 GB Vault \$1,000/yr additional       10 GB Vault \$2,000/yr additional

**ONLINE PERFORMANCE REPORTING.** Batch upload PDF and/or Dynamic XML Performance Reports From PortfolioCenter® or Axys® Adds 1GB of storage space to AdvisorVault. Only available if you order AdvisorVault 2.5. **(\$300 One-Time Set-up Fee and \$1,400/yr.)**

**EMAIL NEWSLETTERS.** "Push" e-newsletters with our articles to your clients and prospects. Easy to use and lures traffic to your site. Keeps you in touch with clients. You can send wealth management articles we write and a Weekly Market Update that we produce for you every Friday at 5 ET. Automatically set up updates to go out once without doing anything else. Branded with the banner from your website atop all email newsletters. Create groups for e-newsletters to retirees. A link we place on your website lets visitors sign up for your email newsletter. All emails contain an "unsubscribe" button. **(\$300 One-Time Set-up 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)

**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.

- EZ Copy Catalog (TMC) (\$350)**       **By The Hour (\$250/hr)**  
 **20 hrs w/EZ Copy (\$4,600)**       **30 hrs w/EZ Copy (\$6,800)**

**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 and 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. **(\$1,200 Retainer)**

I want **three** artists to design **two** compositions each. **(\$1,500 Retainer)**

(Retainers are paid up front; any additional hourly fees, if needed, are billed at \$150 hr. at the end of the logo design process.)

Designated contact from your firm authorized to give graphic direction: \_\_\_\_\_

**VIDEO LIBRARY DASHBOARD.** We produce videos about wealth management that you can place on any page of your website or on multiple pages of your site. Videos cover a range of planning topics and also are about AdvisorVault and Client Portals, helping you market your advanced technology to prospects. Set up the Dashboard once with your logo and photos and they appear in all videos automatically and we are producing new videos regularly. **(\$300 One-Time Set-up Fee and \$750 annual fee.)**

**ADVISOR PRODUCTS COMPLIANCE ENGINE SNAPSHOT (ACES).** Archive your site every time it's updated. To be prepared for a 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)**

## OPTIONAL ENHANCEMENTS (CONTINUED)

- ADDITIONAL WEBSITE PAGES.** Add pages to your website. **One-time fee of \$150/per page, or 10 pages for \$1,200.**
- ADDITIONAL WEBSITE STORAGE.** Every API website comes standard with 50mb of available online storage. **Additional 50mb \$100/yr. 200mb total storage additional \$200/yr.**

**\* Unless otherwise noted, all one-time set-up fees for Optional Enhancements shall be due with your License Package Set-Up Fee upon signing. All annual fees for Optional Enhancements shall be due with payment of your Annual License Fee.**

## 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 5 email accounts you provide with Silver or Gold service (500MB each)
- I want to use the 10 email accounts you provide with Platinum or Platinum Plus service (500MB each)
- I will need \_\_\_\_\_ additional accounts. (\$50/yr per additional account)

Increase your mailbox size option (all mailboxes at the firm are increased to 5GB):

- 5 boxes for \$100 yr. additional
- 10 boxes for \$200 yr. additional

### **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** (Date) \_\_\_\_\_ by and between Advisor Products, Inc. (hereinafter referred to as "Advisor Products" or "API") and \_\_\_\_\_ (hereinafter referred to as "Client", and together with API, the "Parties".) The Order Form, and Optional Enhancements on pages 1-3 of this Agreement (the "Order Form") and any appendices, addendums and/or amendments attached hereto 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 provide a website for Client. Client further agrees to provide all materials content and decisions required for producing Client's website. Client understands that not providing API with materials content and decisions required for producing the Client website will not affect the date the annual License 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 and will not be disclosed to third parties. API will follow the instructions of Client's Designated Contact. Assigning any individual in Client's firm as the 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 Client shall bear any resulting additional costs.

**SECOND:** Client agrees to pay API the one-time setup fee in the sum as identified alongside the selected Setup Package on the Order Form, plus the annual License fee for the License Package selected by Client as indicated on the Order Form. The one-time setup fee shall be due immediately upon signing this Agreement. The initial License fee will be payable 30 days for Template sites or 120 days for Custom sites from the date of this Agreement, or immediately upon the website going live, whichever comes first. 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 a Platinum or higher 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 fee is deemed to commence 30 days for Template sites and 120 days for Custom sites after the date of signing this Agreement, or immediately upon the website going live, whichever comes first (hereinafter referred to as the "Commencement Date"), extending for a period of one (1) 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 the one-time setup fee includes one (1) half-hour Back Office training session. Client agrees and acknowledges that setup of clients and upload of client files and data into AdvisorVault is the responsibility of the Client.

**THIRD:** API agrees that the annual License fee covers Client website maintenance 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 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 any customer service and technical service requests not covered under Client's License 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 mis-configuration in the computer systems that API owns and administers. The prevailing rate is subject to change without notice. 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, and changes to DNS settings.

**FOURTH:** The initial term of this Agreement is for two (2) years, commencing on the Commencement Date ("Initial Term"). Thereafter, this Agreement and License shall renew automatically on the anniversary of the Commencement Date for successive one (1) year terms, at the price, terms and conditions in effect at that time; provided, however, that the annual License Fee shall not increase during the Initial Term of this Agreement. Client or API may terminate this Agreement and the License only on or after expiration of the Initial Term 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 cancellation fee shall apply on custom site orders canceled within 21 days of signing this Agreement and a \$1,500 cancellation fee shall apply thereafter in the event this Agreement is terminated at any time prior to the expiration of the Initial Term. For template site orders, a cancellation fee of \$250 shall apply if terminated within the Initial Term, and \$500 after a custom banner is created. If the cancellation fee is not paid within 30 days of cancellation, then the full amount of license fees for the Initial Term shall become 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 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 a 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's liability for any or all damages arising from this Agreement exceed one quarter of the current year's total annual License fee 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 a one-time setup fee upon signing this Agreement, plus the ENS annual maintenance 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 after the Initial Term shall be at the price, terms and conditions then in effect at the time of renewal. API covenants with the Client to never purposefully use or disclose the contents of the Client's 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 in the event Client 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 any 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:

Date: \_\_\_\_\_

## APPENDIX A

Annual Service Plan Options:	Silver	Gold	Platinum	Platinum Plus Portals
Website Hosting	✓	✓	✓	✓
BackOffice	✓	✓	✓	✓
POP Email Accounts (accounts included)	5	5	10	10
Stock/Mutual Fund Quotes & Charts	✓	✓	✓	✓
Market Indices & Top Market News	✓	✓	✓	✓
Corporate Profile	✓	✓	✓	✓
Portfolio Tracker		✓	✓	✓
Market News/ Stock News			✓	✓
Business News/ US News/ International News			✓	✓
Financial Calculators	✓	✓	✓	✓
Financial Briefs	1	8	Unlimited	Unlimited
Featured News			Unlimited	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	✓	✓	✓	✓
Additional Pages	N/A	✓	✓	✓
Website Archiving	N/A	✓	✓	✓
Advisor Vault 2.5	N/A	\$500/yr	✓	✓
Personalize Client Webpage & Content				✓
Advisor Blog				✓
Calendaring & To-Do Manager				✓
Integration with Portfolio Management Software				✓
Integration with CRM Applications				✓
Integration with Financial Planning Systems				✓
Annual Maintenance/Support	30 min.	2 Hours	8 Hours	8 Hours
Annual Fee	\$800	\$1,300	\$2,100	\$3,600 and up