

MEMBERSHIP AND MARKETING AGREEMENT

THIS MEMBERSHIP AND MARKETING AGREEMENT (the "Agreement"), made on the ___ day of _____, 2000, by The Independent Adviser Corporation, a New York Company (herein referred to as the "Provider") and _____ (herein referred to as the "Member");

BACKGROUND

WHEREAS, Provider owns several Toll-Free Numbers and Domain Names featuring information that is useful to independent fee-based financial advisers, and provides a forum for communication between financial advisers and their clients; WHEREAS, Member is a fee-based independent financial adviser and believes that use of Provider's Toll-Free Numbers and Domain Names will be useful to Member; WHEREAS, Provider is willing to provide the Member an extension on the Provider's Toll-Free Number 1-800-ADVISER, to forward calls received to Member's telephone number, and to provide information about the Member or Member's Firm on the Provider's Web Site Domain Name, The-Adviser.com; WHEREAS, Member is willing to compensate Provider for use of the Toll-Free Numbers and Domain Name, subject to the terms and conditions of this agreement; NOW, THEREFORE, in consideration of their mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES

Provider shall allow Member limited revocable and non-exclusive access to use its proprietary 1-800-ADVISER Toll-Free Number and a related extension (s) (together herein referred to as the "Toll-Free Numbers", as specified in this agreement, and to use its proprietary THE-ADVISER.COM and 1-800-ADVISER.com Web Sites (together herein referred to as the "Domain Names), for the purpose of advertising and marketing. Provider agrees to take reasonable steps, to publicize THE-ADVISER.COM and 1-800-ADVISER.COM web sites, to refer leads based on Members extension and geographic area, to list Member on an adviser directory on THE-ADVISER.COM and to include, as appropriate Members name in promotional materials.

Upon execution of this agreement, Provider will provide Member with an assigned extension number to 1-800-ADVISER.

2. TOLL-FREE NUMBER AND DOMAIN NAME OWNERSHIP AND CONTROL RIGHTS

Member agrees, understands and acknowledges that the Toll-Free Numbers and Domain Names belong exclusively to the Provider, and that they are licensed to Member for the limited time and purpose as specified under this agreement. The Provider shall retain all ownership, portability, "customer of record", and registration rights to its Toll-Free Numbers and Domain Names at all times, either in its own name, successor or in the name of Provider's wholly owned and designated affiliate or subsidiary company (collectively referred to herein as "Provider"). Member agrees and acknowledges that Provider retains exclusive rights to control its Toll-Free Numbers and Domain Names addresses, including all aspects of its Customer Proprietary Network, and the right to select, direct and control the Internet Service Providers, all website form, format and content, and the selection and direction of any third party vendors deemed necessary in the sole discretion of Provider.

3. TERM OF AGREEMENT AND NOTICE OF CHANGES

This agreement shall become effective on the date signed below and shall have an initial term of ONE MONTH. The Agreement shall AUTOMATICALLY RENEW for successive terms of one month, unless either party notifies the other of its intention not to renew by written notice not less than 30 days before the end of the initial term or the then-current renewal term. Changes to terms of this agreement will be sent by written notice and posted to our web site. Upon termination of this agreement, access to Toll-Free Numbers and Domain Names will be discontinued. Provider will refund a pro-rata share of any advanced membership fees paid by Member less any fees owed including common carrier charges.

4. MEMBER FEES

4.1 Regular membership fees are \$200 (two-hundred U.S. Dollars) per month or \$2,000 (two-thousand U.S. dollars) per year if paid in advance and may be subject to change upon renewal as determined by the Provider. Common carrier charges or third party vendor charges incurred by Member in its usage of the Toll-Free Numbers are currently \$.20 per minute and may be subject to change upon renewal as determined by the common carrier.

4.2 Member is liable for payment of Membership and is liable for all common carrier charges and telephone bills incurred in its usage of the Toll-Free Number and Domain Name. Member further agrees, acknowledges and understands that

Legal Address: The Independent Adviser Corporation. 9 Willets Avenue, Syosset NY 11791.

Member shall be solely and exclusively responsible for any and all common carrier and third party vendor charges associated with its licensed use of the Toll-Free Number and Domain Name addresses, and under no circumstances shall Provider be responsible for any such fees or charges, including any charges for wrong numbers, misdials, or fraudulent usage. The Member will be liable for all outstanding per minute usage charges.

4.3 In the event Member does not pay the applicable and agreed upon membership fees and common carrier or third party vendor charges, or any other fees for specialized services requested and agreed to by Member, or any fees payable to a common carrier or third party vendor charges incurred by Member in its usage of the Toll-Free Numbers any Domain Names Member's services may be subject to immediate suspension or termination without further notice, which may include, but is not limited to, immediate suspension or disconnection of Toll-Free Numbers and Domain Name addressing access. Member is responsible for any collection costs including attorney fees, credit reporting fees and court fees.

5. MEMBER'S ACKNOWLEDGEMENTS, RESPONSIBILITY AND INDEMNIFICATION

Member acknowledges that they hold one or more of the following designations: 1) Certified Financial Planner ("CFP"), 2) Certified Public Accountant ("CPA") or 3) Registered Investment Adviser ("RIA") and that they are in the business of providing fee-based financial advice and that they do not sell proprietary investment products for firms that they work for.

Member shall confirm that the Toll-Free Number(s) and applicable Domain Name(s) addresses are operational and all appropriate legal disclosures or filings are made before advertising, marketing or undertaking any expenditure related thereto. Member is prohibited from making any inaccurate or misleading statements, explicitly or by implication, regarding this agreement, the Toll-Free Number (s) and applicable Domain Name (s) addresses, and the relationship between Member and Provider and in particular Member will not state or imply that: (a) Member works or is an employee or agent in fact of Provider; (b) Provider is furnishing financial advice or financial planning services and that (c) Member is approved, licensed, reviewed, endorsed or guaranteed by Provider. Member shall indemnify, defend and hold harmless Provider from and against any liabilities, claims, costs, attorneys' fees, costs of suit, and any other claims, liabilities, and expenses arising, directly or indirectly, from Member's use or Member's clients or Member's former clients use of the services and communications channels provided hereunder and of any violation of Member's acknowledgements and responsibilities.

6. COMMUNICATION FAILURES AND LIMITATION OF LIABILITY

In no event shall Provider be liable for any loss or damage from any act, omission or failure to act by Provider, nor shall Provider be liable for any error in network configuration or provisioning, telecommunications or system failure, errors or omissions by third parties (including, but not limited to common carriers and third party vendors), or any other loss, claim or liability arising directly or indirectly there from.

7. USE AND LIMITATION

THE USE OF THE TOLL-FREE NUMBER (S) AND APPLICABLE DOMAIN NAME (S) MUST NOT BE REGARDED OR REPRESENTED AS CONSTITUTING INVESTMENT OR FINANCIAL ADVICE. THE MEMBER BEARS ALL RESPONSIBILITY FOR ADVICE AND SERVICES FURNISHED TO THEIR CLIENTS, REGARDLESS OF WHETHER THE TOLL-FREE NUMBER (S) OR APPLICABLE DOMAIN NAME (S) WERE EMPLOYED IN CONNECTION WITH THE DEVELOPMENT OF SUCH ADVICE.

8. DISCLAIMER OF WARRANTY

MEMBER EXPRESSLY AGREES THAT THE USE OF THE TOLL-FREE NUMBER (S) AND APPLICABLE DOMAIN NAME (S) IS AT MEMBERS SOLE RISK. THE TOLL-FREE NUMBER (S) AND APPLICABLE DOMAIN (S) ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR THE USE OF MEMBERS WHO HAVE AGREED TO MEMBERSHIP AGREEMENT, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF OPERABILITY, OF CONFORMANCE TO PUBLISHED SPECIFICATIONS, OR OF MERCHANTABILITY. THE ENTIRE LIABILITY OF PROVIDER AND THE EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE TOLL-FREE NUMBER (S) AND APPLICABLE DOMAIN NAME (S) SHALL BE THE REFUND OF ANY FEE PAID. IN NO CASE SHALL PROVIDER BE LIABLE FOR LOST INVESTMENTS, LOST PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY USE BY THE MEMBER OR MEMBER'S CLIENTS OR MEMBER'S FORMER CLIENTS OF THE PROVIDERS

TOLL-FREE NUMBER (S) AND APPLICABLE DOMAIN NAME (S) EITHER BY THE MEMBER OR BY THE MEMBERS INDIVIDUAL CLIENTS.

8. GENERAL

This Agreement shall be effective and binding between the parties upon the date that it is countersigned and approved by Provider. This Agreement shall be construed under the laws of the State of New York, with all legal matters to be resolved in Nassau County. In the event either party brings an action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs incurred herein. This agreement represents the entire agreement of the parties. Any and all modifications must be made in writing. This Agreement may be executed in counterparts, and a facsimile or copy may serve as an original.

9. INFORMATION

Member represents the following is true and accurate:

First and Last Legal Name ("Member"): _____

Street Name: _____

City: _____ State _____ Zip Code: _____ Name of County: _____

Phone: _____ Fax: _____ Web Site: http://www. _____

E-Mail: _____ and Type of Business: _____

Name of Member's Firm: _____

Nature of Firm's Business _____

Member's Current Broker Dealer: _____

Member's Current Professional Designation (e.g. CPA, CFP, RIA) _____

Member's States Registered (e.g. NY, FLA, OH) _____

Member Social Security # _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above set forth.
Agreed to and Authorized by Member:

Name of MEMBER: _____

By: _____ (sign here)

Date: _____

The Independent Adviser Corporation

By: _____

Michael Porcelain, President & CEO

Date: _____

Attachment

Appendix I - Credit Card Authorization Payment Form & **Appendix II** – Member Credential and Background Check

Legal Address: The Independent Adviser Corporation. 9 Willets Avenue, Syosset NY 11791.

RECURRING CREDIT CARD AUTHORIZATION PAYMENT APPLICATION AND FORM (Appendix I)

_____ (“I” or the “Cardholder”) authorize The Independent Adviser Corporation, or its wholly owned and designated affiliate or subsidiary company or successor to be charged to the credit card number listed below on a monthly continual and recurring transaction basis for all membership fees as noted in Section 4 (less any applicable discounts) and all common carrier charges and telephone bills incurred in its usage of the Toll-Free Number (1-800-ADVISER and 1-800-ADVISER extension as specified and due subject to the Membership Agreement dated entered between Cardholder and the Independent Adviser Corporation.

I further understand and acknowledge that the I shall be solely and exclusively responsible for any and all common carrier and third party vendor charges associated with my licensed use of the Toll-Free Number and Domain Name addresses, including any charges for wrong numbers, misdials, or fraudulent usage.

I further understand that in the event I no longer renew my monthly membership fees, I am liable for all outstanding per minute usage charges

Cardholder Name: _____ (“Monthly Recurring Transaction”)

Cardholder Signature: _____

Please indicate your credit card information in the appropriate field:

<u>Master Card</u>	<u>VISA</u>	<u>American Express</u>
Card Number _____	Card Number _____	Card Number _____
Expiration Date _____	Expiration Date _____	Expiration Date _____

MEMBERS CREDENTIAL AND BACKGROUND CHECK (Appendix II)

_____ (“I” or the “Member ”) authorize The Independent Adviser Corporation, or its wholly owned and designated affiliate or subsidiary company or successor or assignee to conduct a background investigation and credentialed check to ensure that I meet the qualification requirements necessary to continue to participate in the national marketing program.

Member acknowledges that they hold one or more of the following designations: 1) Certified Financial Planner ("CFP"), 2) Certified Public Accountant ("CPA") or 3) Registered Investment Adviser ("RIA") and that they are in the business of providing independent fee-based financial advice. Member agrees that the definition of fee-based and independent for purposes of this background check are as follows:

- **Fee-Based** - We define a "fee-based" financial adviser as one who is compensated by fees, but who may choose to accept commissions or other third-party compensation as well. In many cases, commissions are the only form of compensation available to an adviser (e.g. insurance) or have a lower overall cost to the consumer. Advisers should communicate to the potential client what fees they will charge.
- **Independent** - We define "independent" as a financial adviser who does not sell proprietary products from the same firm they work for. For example, a fee-based financial adviser who works for Merrill Lynch would not qualify because Merrill Lynch sells proprietary mutual funds. A financial adviser that uses an independent broker dealer such as LPL or 1st Global that does not sell proprietary mutual funds would qualify.

I further understand and acknowledge that I must inform The Independent Adviser Corporation of any conditions of my practice or planned practices of me or my firm that would violate this definition.

Member Name: _____

Member Social Security #: _____