

AGREEMENT TO PROVIDE ADMINISTRATIVE SERVICES

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION
PURSUANT TO SECT. 15-48-10 CODE OF LAWS OF SOUTH CAROLINA (1976)**

Agreement made this ____ day of _____, 2010, between *ExecuServe, LLC*, a South Carolina limited liability company, hereafter referred to as Supplier, and _____, hereafter referred to as Customer.

Recitals

A. Customer is an individual engaged in the business of representing mutual funds, insurance products, and other investment vehicles in the insurance and investment industry. Customer desires that Supplier provide services and support in aid of Customer's business.

B. Supplier is engaged in the business of providing administrative support and services to businesspersons and Supplier agrees to provide the desired services to Customer according to the terms and conditions of this Agreement. Such services shall be performed at Supplier's place of business in Dorchester County, SC.

In consideration of the mutual promises set forth in this agreement, the parties agree as follows:

1. Description Of Work. Supplier shall provide Customer with administrative support and services (hereafter collectively referred to as "services") to aid Customer in the conduct of Customer's business. The Services to be provided under this Agreement are itemized in Exhibit "A", which is attached and incorporated into this Agreement; provided, however, that Supplier and its personnel are not licensed or registered investment advisors and Supplier will provide no advice to Customer with respect to quality, quantity, nature, or advisability of investments and will not deal with the Customer's clients or the investing public on behalf of Customer. The Services will be provided pursuant to the charges, terms, and conditions of this Agreement.

2. Payment. Customer shall pay for the services provided by Supplier in accordance with the rates and fees and payment schedule set forth in Exhibit "B" which is attached and incorporated into this Agreement. Supplier will receive Customer's payments subject to collection and any checks returned to Supplier by reason of insufficient funds, stop payment, or closed account are subject to a Supplier's administrative recoupment fee of \$25.00 per check, or a greater amount as may be allowed under South Carolina law from time to time. **Monthly fees are due on the first day of the month. If a monthly fee is not paid within 60 days of its due date, Supplier reserves the right to terminate this Agreement upon three (3) days written notice to Customer. Further, monthly fees are subject to an administrative burden fee equal to five percent (5%) of the outstanding payment if not paid within fifteen (15) days of the due date.**

3. Supplier's Personnel. The parties intend that an independent contractor-employer relationship be created by this Agreement. Supplier's personnel are the employees or

Independent contractors of Supplier and Supplier assume responsibility for its personnel's applicable payroll deductions and withholdings. Supplier's personnel are not licensed or registered with authority to provide investment advice or technical consultations of any kind. The conduct and control of the work will lie solely with Supplier and Supplier shall provide such equipment and facilities as are reasonably necessary, in its sole opinion, to provide the services. The personnel assigned by Supplier to perform Services will be qualified to perform the assigned duties. **If Customer believes that the services provided by Supplier's personnel do not meet Customer's expectations, Customer agrees to provide Supplier's director of operations with a written notice of the problem(s) and allow Supplier the opportunity to correct or re-assign personnel to accommodate Customer.** Supplier reserves the right to determine which of its personnel shall be assigned to any particular Customer or delivery of Services and to replace or reassign such personnel during the term of this Agreement. Supplier shall be free to contract for similar services to be performed for other customers while under contract with Customer.

4. Data Safeguards. Any written information which is submitted to Supplier in connection with this Agreement shall be safeguarded and maintained in strictest confidence by Supplier. Provided, however, that if such data is publicly available, or is already known to Supplier, or is rightfully obtained by Supplier from third parties, Supplier shall bear no responsibility for its disclosure. **Likewise, the work product, software, formulae, databases, codes, and information therein which are created, supplied, or developed by Supplier in the course of providing services to Customer constitute Supplier's work product and property and, as such, are Supplier's "confidential" and "proprietary" information which will be maintained in strictest confidence by Supplier.**

5. Duration. The initial term of this contract shall begin on the date that (a) Supplier has received Customer's Initial Registration and Set-Up fee per Exhibit B attached hereto, and (b) this Agreement is signed by both Supplier and Customer. Upon that commencement date ("Commencement Date"), this Agreement shall continue in full force and effect until for a minimum initial term of six (6) months. Thereafter, this Agreement shall automatically renew for successive 60 day periods without further effort by either party. Provided, however, after the first four (4) months of the initial minimum term of six (6) months, if either party desires to not renew this Agreement then such party must provide written notice to the other at least sixty (60) days in advance of the intended termination date. Upon the other party's receipt of such a notice, this Agreement shall be terminated sixty (60) days thereafter. This Agreement may be terminated with a shorter advance notice period only under the following circumstances:

- (a) At any time upon written agreement of the parties;
- (b) Upon thirty (30) days advance written notice if Customer has delivered to Supplier written proof, satisfactory to Supplier in its reasonable discretion, that Customer has suffered a disabling event ("Disabling Event"). Disabling Event means Customer's death, mental incompetence, physical disability to the extent it precludes Customer from working in Customer's present occupation; or loss of full time employment with Customer's current employer.

(c) At Supplier's option upon delivery of three (3) days advance written notice to Customer, if Customer has not paid a monthly fee (including incidental costs such as postage, courier, long distance, copies, etc.) within 60 days of its due date.

In all cases of termination, Customer shall pay for all services performed by Supplier to the effective date of termination, as well as reimburse Supplier for all incidental costs (postage, courier, copies, etc.) incurred by Supplier on Customer's behalf. Additionally, if the fees previously charged by Supplier were based on a discount given to Customer in exchange for a longer term contract, yet the longer term contract was terminated because of Customer's nonpayment, then Supplier may charge and collect fees for the actual months of service based on Supplier's standard rates applicable to its shorter term contracts having a term most closely matching the actual length of time this Agreement was in effect. Upon collection of fees and costs due Supplier, the Supplier shall then promptly deliver to Customer the originals of all confidential or proprietary information provided by Customer and Supplier shall destroy all photocopies, and duplications of such confidential or proprietary information. **Supplier's obligation to return Customer's original proprietary or confidential information does not obligate Supplier to deliver originals or copies of work product and databases created by Supplier in the course of providing services to Customer. Such work product, software, formulae, databases, codes, and information therein are Supplier's property and will be held by Supplier in strict confidence and will not be provided to Customer.**

6. Liability Of Supplier. Supplier shall not be liable for any damages caused by delay in rendering performance hereunder arising from any cause beyond the reasonable control of Supplier or as a result of strikes or Acts of God. Further, Supplier will use its best efforts, as well as due care and judgment in the provision of services under this Agreement, but absent intentional or reckless wrongdoing, Supplier will not be liable for the decline in value of any investment or client of Customer, or for any other act or omission related to the services. Supplier's obligation under this Agreement is to provide services without investment advice of any kind and Customer agrees to indemnify, protect, hold harmless and defend Supplier for claims and lawsuits from the clients of Customer.

7. Entire Agreement. Amendment. The entire agreement between the parties is contained in this Agreement. All oral agreements are superseded by this Agreement and are of no force or effect. In order for changes to the services, charges, terms, or conditions of this Agreement to be enforceable, the changes must be documented in writing and then dated and signed by the parties. Signatures and dates submitted by facsimile are acceptable. This Agreement is made and bound at Dorchester County, South Carolina, and South Carolina law shall govern any interpretation and enforcement of this Agreement. If a dispute, other than collection of sums due hereunder, which arises concerning the interpretation or enforcement of this Agreement, the dispute shall be submitted to binding arbitration in a neutral location (but not the home county of either the Supplier or Customer) under the rules of the American Arbitration Association. Disputes concerning the collection of fees due hereunder may be pursued through Dorchester County Small Claims Court (or other Dorchester County court with appropriate jurisdiction). The prevailing party in any collection action or arbitration will be entitled to an award of its reasonable attorneys' fees in addition to any other relief awarded.

8. Written Notice.

a. All communications regarding this agreement should be sent to the respective parties at the addresses noted above unless a party provides the other with written notice of an alternative address for such notices.

b. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this agreement or such other address as may hereafter be specified by notice in writing.

"Customer"

By: _____

Address: _____

ExecuServe, LLC

"Supplier"

By: _____

Its: Authorized Member

Address: _____

Exhibit "A"
Description of Services to be Provided

(Any Changes Must be Noted in a Writing Signed and Dated by both Supplier and Customer)

Basic executive services include:

- Complete scheduling and confirmation of office appointments
- Sending "thank you" correspondence to advisors for business and/or meetings
- Ordering and shipping of premium gifts to clients
- Coordination of ordering and mailing product literature to offices for meetings
- Making travel arrangements (i.e. air, car rental, hotel)
- Coordinate proactive sales campaigns for brokers and with your compliance departments when necessary
- Provide industry-trained staff
- Email or fax to Regional Sales Managers weekly meetings, travel schedule, updates and last minute changes
- Our Scheduling Coordinators will help cultivate relationships with office coordinators and top products by reminding Regional Sales Managers of monthly birthdays, anniversaries and key events
- Expedite expense reporting and reimbursement by providing monthly itemized and detailed billing for Executive Administrative Services Fee, long-distance phone calls and postage

Exhibit "B"
Schedule of Rates, Fees, and Payments

The Account Set Up Fee is based upon the number of contacts in the client database.

Up to 600 contacts: \$150.00
600 - 1000 contacts: \$250.00
1001 + contacts: \$350.00

Administrative Services Fee Structure:

The Monthly Fee for executive services is (refer to schedule A) per month plus long distance and postage.

Long distance rates are \$.10 per minute. ¹ Directory assistance calls are billed at the rate of \$1.00. International rate table provided separately when applicable. Postage costs charged at current U.S. postal rates. ²

The monthly fee, long distance and postage (when applicable) are due on the first day of the month as referenced on page 1, section 2 of this agreement.

Please return completed form with check or money order (please, no cash) to:

ExecuServe
905 N. Main Street
Summerville, SC 29483

[Next form](#)

¹ Rates are subject to change without prior notification

² Postage rates subject to change without prior notification