

# Advisor Branded Media Subscription Agreement

This Advisor Branded Media Subscription Agreement (this "Agreement"), is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between EMONEY ADVISOR, LLC, a Delaware limited liability company ("eMoney"), and the below named individual or entity ("Subscriber"). By signing this Agreement, Subscriber agrees to and accepts each of the terms, conditions and provisions of this Agreement.

Subscriber authorizes eMoney Advisor, LLC to charge the below credit card on or about the 1st of each month for any charges that become payable under this Agreement.

## Please fill in the following information

### Subscriber Information

Advisor Name:			eMoney Rep:
Broker Dealer:			
Point Of Contact:			
Company Name:			
Address:			
City:	State:	Zip:	
Telephone:	Email:	Website:	

### Quantity Selection

Advisor(s) 1	\$1,200 per year / \$100 per month
Advisor(s) 2-10*	\$900 per year per advisor / \$75 per month per advisor (25% Discount Applied)
Advisor(s) 11+*	\$600 per year per advisor / \$50 per month per advisor (50% Discount Applied)

\*Advisor Full Names:

**NOTE:** A separate Advisor Branded Media Subscription Agreement must be completed by each advisor.

### Billing Payment Method

*Billing Frequency & Credit Card Information will be the same as on your existing account.*

*If there is no existing account with eMoney Advisor, please complete the attached credit card authorization form (page 6) and select one of the following two billing frequency options:*

Annually                      Monthly

The term of this Agreement shall be for the period of one (1) year, unless terminated earlier in accordance with the terms thereof.

### Agreed and Accepted eMoney Advisor, LLC

Signature:  \_\_\_\_\_  
 Name: Kelly Waltrich  
 Title: SVP, Marketing & Communications

### Subscriber:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_

**1. Marketing Services.** In consideration of Subscriber paying the Subscription Fee (as defined in Section 2), eMoney agrees to provide Subscriber with certain customized marketing services as described in Schedule A hereto (the "**Marketing Services**") for the duration of the Subscription Period (as defined in Section 3). As a condition of eMoney providing the Marketing Services, Subscriber acknowledges and agrees to the following:

- a. Subscriber will use the Marketing Services only for the purpose of marketing eMoney's online financial planning software services (the "**eMoney Application**") in connection with providing financial planning services to Subscriber's customers and for no other purpose; and
- b. the Marketing Services are intended exclusively for Subscriber's own use and Subscriber shall not disseminate, sublet, resell, reproduce, transfer or republish the Marketing Services or any related materials in any manner whatsoever.

**2. Subscription Fee; Billing.**

- a. In consideration of the eMoney providing the Marketing Services, Subscriber shall pay to eMoney the applicable fee in the amount and manner set forth herein (the "**Subscription Fee**"). Any delinquencies are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all reasonable expenses of collection (including attorneys' fees). If Subscriber or eMoney terminates this Agreement, Subscriber will be obligated to pay any outstanding and unpaid Subscription Fee. Subscriber agrees that eMoney may charge such unpaid Subscription Fee(s) to Subscriber's credit card or otherwise bill Subscriber for such unpaid amounts.
- b. If Subscriber has a separate agreement with eMoney regarding Subscriber's use of the eMoney Application, Subscriber will be billed the Subscription Fee in connection with said agreement. eMoney charges and collects the Subscription Fee in advance for the applicable Subscription Period (as defined in Section 3). Unless Subscriber has notified eMoney in writing at least thirty (30) days prior to the expiration of the then-current Subscription Period that Subscriber does not wish to renew this Agreement, this Agreement will automatically renew and eMoney will bill Subscriber's credit card on the first day following the expiration of the then-current Subscription Period, or as otherwise mutually agreed upon. The renewal charge will be equal to the Subscription Fee in effect during the immediately prior Subscription Period, unless eMoney has provided Subscriber with at least thirty (30) days prior written notice of a Subscription Fee increase, which shall be effective upon renewal and thereafter. If the Subscriber has elected an annual Subscription Period and has notified eMoney that Subscriber does not wish to renew this Agreement as set forth above, eMoney will keep all Marketing Services links active for the remainder of the Subscription Period, but will not renew this Agreement for the following year.
- c. If eMoney is unable to collect the Subscription Fee, this Agreement will be terminated, any links will be deactivated, and a notice will be sent to the Subscriber. Fees for other services will be charged on an as-quoted basis. The Subscription Fee is exclusive of all taxes, levies, or duties imposed by taxing authorities, and Subscriber shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on eMoney's income. Subscriber agrees to provide eMoney with complete and accurate billing and contact information. This information includes Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. Subscriber agrees to update this information within thirty (30) days of any change to it. If the contact information Subscriber provides is false or fraudulent, eMoney reserves the right to terminate this Agreement in addition to any other legal remedies. All invoices and payment to eMoney will be in US \$. If the Subscriber believes any invoice or charge to Subscriber's credit card is incorrect, Subscriber must contact eMoney in writing within thirty (30) days of the invoice date or credit card charge containing the amount in question to be eligible to receive an adjustment or credit.

**3. Subscription Period; Termination; Effect.** For purpose of this Agreement, the "**Effective Date**" shall be determined as follows: for subscriptions submitted on or before the 10th of a given month the Effective Date shall be the 1st of the following month; and for subscriptions orders submitted on or after the 11th of a given month the Effective Date shall be the 1st of the following subsequent month. (For the avoidance of doubt, an order submitted on April 4th would have an Effective Date of May 1st, while an order submitted on April 16th would have an Effective Date of June 1st). This Agreement shall commence on the Effective Date and continue for the duration of the applicable time period for which the Subscriber has subscribed (the "**Subscription Period**"), unless it expires or is terminated as set forth herein. This Agreement and Subscriber's access to the Marketing Services shall terminate:

- a. upon the expiration of the then-current Subscription Period;
- b. if Subscriber fails to pay the Subscription Fee when due;
- c. upon thirty (30) days written notice to Subscriber by eMoney;

- d. automatically upon termination of Subscriber's right to access and use the eMoney Application; or
- e. pursuant to Section 14.

Upon expiration or termination of this Agreement, Subscriber shall immediately cease all use of any Marketing Services, including without limitation, all animations, videos, promotional materials and related documentation. For clarity, Subscriber shall cease using any downloaded material contained on any media or platform, including without limitation, personal computer, tablet, smartphone or portable drive.

**4. Property Rights.** Except for the limited rights granted in this Agreement, Subscriber disclaims any interest in and right to the Marketing Services, including but not limited to, any patents, copyrights, trademarks and trade names owned or licensed by eMoney, or the goodwill pertaining thereto.

**5. Subscriber Marketing Activities; No Warranties.** Subscriber is solely responsible for Subscriber's use of the Marketing Services. SUBSCRIBER ACKNOWLEDGES THAT THE MARKETING SERVICES ARE PROVIDED "AS IS, WHERE-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**6. Subscriber Representations, Warranties and Covenants.** Subscriber represents, warrants and covenants that Subscriber:

- a. is currently authorized to access and use the eMoney Application;
- b. shall abide by and comply with all applicable local, state, national and foreign laws, treaties and regulations in connection with Subscriber's use of the Marketing Service, including those related to data privacy, international communications and the transmission of technical or personal data;
- c. shall notify eMoney immediately of any unauthorized use of any password or account or any other known or suspected breach of security;
- d. shall report to eMoney immediately and use reasonable efforts to stop immediately any copying or distribution of any materials associated with the Marketing Services that is known or suspected by Subscriber; and
- e. shall not impersonate another eMoney user or provide false identity information to gain access to or use the Marketing Services. Subscriber is responsible for properly identifying its form of business as it pertains to the pricing and delivery of the Marketing Services (e.g., individual or firm/agency).

**7. Limitation on Liability.** Subscriber agrees that eMoney shall not be liable to Subscriber for any loss or injury arising out of or caused, in whole or in part, by eMoney's negligent acts or omissions in procuring, compiling, collecting, processing, communicating or delivering the Marketing Services. eMoney's sole liability and Subscriber's sole remedy regardless of the form of legal action Subscriber may take, whether in tort or in contract, shall not exceed the amount of Subscription Fee actually paid by Subscriber. Subscriber agrees that eMoney shall not be liable for lost profits or any indirect, incidental, special, punitive or consequential damages, even if advised of the possibility of such damages.

**8. Indemnification.** Subscriber shall indemnify, defend and hold eMoney harmless from and against any and all claims, demands, judgments, liability, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of Subscriber's use of the Marketing Services. eMoney shall give Subscriber written notice of any claim of which it has knowledge, and shall provide Subscriber with the assistance, information and authority reasonably necessary for Subscriber to perform its obligations under this Section 8.

**9. Change in Fees and Services.** Subscriber acknowledges and agrees that eMoney (a) reserves the right to modify or discontinue its Marketing Services at any time, and (b) may increase the price for the Marketing Services.

**10. Customer Inquiries.** Subscriber shall be responsible for accepting and responding to any communication initiated by a customer ("*Customer Inquiries*") arising out of Subscriber's use of the Marketing Services and in connection with providing financial advice. eMoney does not provide financial advice of any kind nor respond to Customer Inquiries. Subscriber shall not make any statement, representation or warranty on eMoney's behalf or in reference to eMoney, whether in written or oral form, to any customer or in scripts used by Subscriber in responding to Customer Inquiries without eMoney's prior written approval.

11. **Irreparable Harm.** Subscriber acknowledges and agrees that unauthorized use of the Marketing Services will cause irreparable harm to eMoney. Therefore, Subscriber agrees that any unauthorized use of the Marketing Services will, at eMoney's discretion, subject Subscriber to (a) suspension of the Marketing Services provided under this Agreement without refund, (b) notification thereof to the Federal Trade Commission or other law enforcement or regulatory authority, (c) entry of an injunction prohibiting such conduct; and (d) monetary damages and an accounting of Subscriber's profits.

12. **Force Majeure.** eMoney shall not be responsible for, or incur any liability as a result of, delays or failures in the performance or delivery of the Marketing Services as a result of any act or occurrence beyond eMoney's reasonable control, including without limitations, denial-of-service attacks.

13. **Choice of Law; Exclusive Forum.** The terms and conditions contained herein will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. Any legal action shall be commenced exclusively in a court of competent jurisdiction located in the County of Philadelphia, Pennsylvania and Subscriber hereby waives any claim of lack of personal jurisdiction or of inconvenient forum.

14. **Assignment; Change in Control.** This Agreement may not be assigned by Subscriber without the prior written approval of eMoney. eMoney may assign this Agreement, without Subscriber's consent, to (i) its parent or subsidiary, (ii) an acquirer of all or substantially all of eMoney's assets associated with the Marketing Services, or (iii) a successor to eMoney's business whether by merger, stock sale, operation of law or otherwise. Any purported assignment in violation of this Section 14 shall be void. Any actual or proposed change in control of Subscriber that results or would result in a direct competitor of eMoney directly or indirectly owning or controlling 50% or more of Subscriber shall entitle eMoney to terminate this Agreement immediately upon written notice.

15. **Entire Agreement.** This Agreement, together with the schedules hereto, constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement, but does not supersede any agreement Subscriber may have with eMoney regarding Subscriber's access to, payment for, or use of the eMoney Application. This Agreement may not be modified or amended except in a writing signed by a duly authorized officer or individual of each party.

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## Schedule A

Advisor Branded Media enables access to a library of custom-branded, targeted, content to engage with prospects and clients throughout each stage of the client lifecycle. Content subject matter includes industry trends, demonstrating emX product features, onboarding, and educational topics of interest. Content is available in multiple formats such as video, pdf, and presentation.

Please visit [www.eMoneyAdvisor.com](http://www.eMoneyAdvisor.com) for the most current listing of services.

*Please note: Items listed on the above website are for advisors subscribing the street version of the eMoney Application. Subscribers subscribing for an enterprise version are provided the non-print marketing tools that have been approved by their broker/dealer.*



Four Radnor Corporate Center  
100 Matsonford Road, Suite 300  
Radnor, PA 19087  
Phone: 610-684-1100 Fax: 610-234-4281

## Credit Card Authorization Form

Cardholder Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Type of Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

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

I hereby authorize eMoney Advisor, LLC to charge the above credit card on or about the 1<sup>st</sup> of each month for the Advisor Branded Media Subscription Agreement.

\_\_\_\_\_  
Cardholder's Signature

\_\_\_\_\_  
Date