

**BACK OFFICE SOLUTIONS, LLC  
OUTSOURCING AGREEMENT**

This AGREEMENT is made as of the date below, between \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Planner") and **BACK OFFICE SOLUTIONS, LLC**, whose address is 2304 Oak Knoll Ct., Colleyville, TX 76034 (the "Consultant").

**Recitals**

The Planner is engaged in the business of designing and developing financial plans for individual clients. The Planner desires to engage the services of the Consultant, as an independent contractor and not as an employee, to render its services on the terms and conditions provided in this agreement.

The Consultant desires to render services for the Planner on the terms and conditions provided in this agreement.

THEREFORE, In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Independent Contractor Status**

The Planner intends Consultant to be an independent contractor in the performance of the services. Consultant will have the right to control and determine the methods and means of performing the contractual services. Consultant will not hold itself out to be an employee, member, partner, shareholder or other associate of Planner nor will Consultant represent that Consultant has the ability to bind Planner. Planner will not withhold Social Security or Medicare taxes from Contractor's payments or make such tax payments on Consultant's behalf, or withhold state or federal income tax from Consultant's payments or make state or federal unemployment contributions on Consultant's behalf. Consultant will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare, and self-employment taxes.

**Services**

1. The specific services to be rendered by the Consultant to the Planner consist of (Check all that apply):

***Data Input Services***

- Data input for financial planning process using the Planner's gathered information

***Comprehensive Financial Plans***

- Prepare, analyze, and develop reports using appropriate software that matches the Planner's desired output
- Develop projections and create scenarios to achieve client goals as specified by the Planner
- Comprehensive plan writing

***Other (Specify)***

- \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_

2. After receipt of all data and documents from the Planner as specified in Paragraph 9, and to the extent required under the specific services to be provided in Paragraph 1, Consultant will process and coordinate information gathered, assimilate aspects of each client's case as communicated by the Planner in a written format, project known conditions as reported by the Planner into future assumptions, and provide reports or plans in written, concise format as requested by the Planner.

3. Services are limited to those expressly described in Paragraphs 1 and 2 above. Consultant will not provide support in the area of legal recommendations or advice, complex taxation issues, insurance product recommendations, investment advisory services, or have discretion of client assets.

#### **Use of Agents**

4. The Consultant is authorized to engage the services of any agents, i.e, assistants, persons, or corporations that it determines proper to aid or assist in the proper performance of the services to be provided hereunder.

#### **Fee**

5. For services to be rendered under this agreement, the Consultant will be entitled to either a flat fee or an hourly fee based upon the type of services provided and according to the attached fee schedule. The set up fee is required to commence work. All project fees hereunder are due upon final delivery of the final draft of the plan or project, at which time Consultant will provide an invoice detailing the number of hours spent and the hourly rate for services provided. **All late payments will be accessed a 1.5% penalty fee each month. Services will be suspended if payment is not received within 35 days of invoiced date.** If a project extends beyond thirty (30) days from the date of Consultant's receipt of the data and documents provided by Planner due to changes requested by the Planner, one-half of the total estimated fee shall be paid at such time, and the remaining payment shall be due at the completion of the project.

6. Within three (3) days of Consultant's receipt of the data and documents provided by Planner, Consultant agrees to provide Planner with an estimate for the total cost of the project, based upon applicable hourly charges, as well as an estimated completion date. If Planner is not satisfied with the cost estimate or the completion date, the services of such a plan may be terminated or this Agreement may be terminated without further obligation on the part of either party. Any changes in the scope of the original project or plan may result in additional costs and/or an extension of the completion date, however, any increase in the total cost or change in the completion date shall be subject to approval by Planner. In the event this Agreement is terminated prior to the completion of the plan or project, Planner will be billed for the actual time spent by Consultant through the date that Consultant received written notice of the termination

7. In addition to the fee specified in Paragraph 5, the Consultant is entitled to reimbursement for out of pocket expenses, including additional copies of plans, travel, postage for additional mailings and other similar out of pocket expenses incurred by Consultant. Such expenses are payable on presentation of a statement of their amount to the Planner. If the Planner requires additional services not included in this agreement, the fee for the services must be negotiated and paid separately.

#### **Devotion of Time**

8. The Consultant will devote the time that is reasonably necessary for a satisfactory performance to the Outsourcing Agreement -2-

performance of its duties under this agreement. If the Planner requires additional services not included under this agreement, the Consultant will make a reasonable effort to fit those additional services into its time schedule without decreasing the effectiveness of performance of duties required under this agreement. However, the availability of additional services is subject to the provisions for additional fees for additional services as discussed in Paragraph 7 above.

#### **Obligations of Planner**

9. Planner agrees to gather and furnish all the necessary data from the client within a reasonable period of submitting the Work Request Form, not to exceed five (5) days. Planner agrees that the data provided by Planner or compiled by Planner will be accurate and complete. If complete and accurate data is not provided, or if the data is not provided within five (5) days time, Consultant may, at its option, extend the period for completion of the project by a commensurate length of time or cancel the project. Additional data requests due to incomplete information provided to Consultant will be billed at the applicable hourly rate.

10. Planner acknowledges that it is Planner's responsibility to disclose to the client its relationship with Consultant as a third party provider of services. Planner will remain the point of contact for its clients, and Consultant will not contact Planner's clients directly.

11. Consultant will not be responsible for errors, omissions or misinterpretations between the Planner and its client. Planner will be responsible for reviewing all data and information gathered from the client prior to submission to Consultant, and Planner will also be responsible for reviewing the completed project or plan to ensure that the project or plan meets the objectives of its client.

#### **Confidential Information**

12. Each party shall treat, and shall cause its employees and agents as listed in Paragraph 4 to treat, any information and data concerning the other party and/or the client including, without limitation, information and data relating to their respective business, financial information, personal information and the like which may come within the knowledge of a party or its employees or agents in the performance of, or in connection with services provided under this Agreement as confidential information and data, and shall not use or disclose such confidential information and data to others during or subsequent to the performance of the services under this Agreement (except as necessary to perform such services) without the prior written approval of the other party. These obligations shall survive the termination or expiration of this Agreement.

#### **Entire Agreement**

13. This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

#### **Assignment**

14. Neither this agreement nor any duties or obligations may be assigned by either party without the prior

written consent of the other party. In the event of an assignment to which the other party has consented, the assignee or the assignees's legal representative must agree in writing with the other to personally assume, perform, and be bound by all the provisions of this agreement.

#### **Successors and Assigns**

15. Subject to the provisions regarding assignment, this agreement is binding on and inures to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

#### **Attorney's Fees**

16. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

#### **Governing Law**

17. This agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas.

#### **Amendment**

18. This agreement may be amended by the mutual agreement of the parties to it, in a writing signed by both parties to be attached to and incorporated in this agreement.

#### **Legal Construction**

19. In the event that any one or more of the provisions contained in this agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

#### **Term**

20. This Agreement may be terminated at any time by either party by giving written notice to the other party at the address stated above.

#### **Disclosure**

21. Planner acknowledges receipt of Back Office Solutions, LLC's Privacy Statement and Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes

of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Executed on \_\_\_\_\_.

**Consultant:**

BACK OFFICE SOLUTIONS, LLC

By: \_\_\_\_\_

Naomi Y. Scrivener

**Planner:**

\_\_\_\_\_

**BACK OFFICE SOLUTIONS, LLC**  
**Services and Fees**  
**April 2, 2007**

The services that are provided to each client will be highly individualized. Therefore, project fees will be estimated based on a per hour charge, according to the type of work that is required by the planner. As an ongoing relationship with the Planner develops, the project fees can be set for a particular type of work.

BACK OFFICE SOLUTIONS, LLC can use a “packaged” format, or can customize the output to Planner’s existing format. The cost for customization will be more for the initial plan, but is likely to decrease, once the format is established.

**Initial Set-Up and Consultation** **\$549**

- To be remitted with signed contract.

**Data Input** **Flat fee of \$300-700 per case**

- Data input for financial planning process using the Planner’s gathered information.

**Data Analysis/User Consultation** **\$135 per hour**

- Prepare, analyze, and develop reports using software that matches the Planner’s desired output. As of April 2, 2007, Back Office Solutions, LLC is using NaviPlan Extended Windows and Offline versions, Money Tree Suite, Easy Money and Golden Years, Money Guide Pro, and Integrate 2000 for its financial planning software programs.
- Develop projections and create scenarios to achieve client goals as specified by the Planner.
- Consultation on optimal software usage for projects.

**Comprehensive Plan Writing**

- Complete “ghost” plan writing to planner’s specifications. **\$135 + per hour**
- Plan writing fees will be higher for specialized cases that require expertise from outside consultants.

**Optional Services**

- Monthly Outsourcing Subscription Services **\$625 to \$1,150 per month**

A monthly contract of 5 hours per month is \$625 and a monthly contract of 10 hours per month is \$1,150. Unused hours can roll to the next month but accruals must be used within a year.

- Financial Planning Software Trial Service **\$255 to \$595 per plan**

Back Office Solutions has the ability to enhance your financial planning case output through review of other financial planning programs that we support. We offer a trial demo service at a 15% discount per financial plan, if you wish to compare output in the following financial planning programs: Integrate, Money Guide Pro, Money Tree, NaviPlan, and Financeware.

### **Software Consultation**

- Consultation on selecting appropriate financial planning software. **\$140 + per hour**

Plan writing fees will be higher for specialized cases that require expertise from outside consultants.

BACK OFFICE SOLUTIONS, LLC will strive to achieve a “paperless” environment for its clients by working online as much as possible. BACK OFFICE SOLUTIONS, LLC will keep backups of all of the documents generated for each Planner. For each project completed, the Planner will receive the final documents via email of file through a secure, encryption-based email system. Additional hardcopies of reports or plans, and backups of client files on disks are available at an additional charge.

Out-of-pocket expenses, such as travel, postage, or other miscellaneous expenses, will be billed at actual cost and itemized on the statement.