

HERMES ECONOMETRICS

Registered Investment Advisor Agreement Terms and Conditions of Solicitation

Registered Investment Advisor ("RIA") _____ being an Investment Advisor hereby agrees to comply with the following terms and conditions in conjunction with the sale of the Hermes Econometrics:

Section 1. RIA shall be free to select the time, place and manner of solicitation of sales of the above Hermes Econometrics, subject to compliance with all applicable Federal and State securities laws, rules and regulations and any terms imposed by RIA and Hermes. RIA shall use only such sales materials and forms as have been approved by Hermes and shall make every effort to keep informed of changes in this material. **RIA shall provide the client or proposed client with a copy of the following documents:** A) Advisory Disclosure and Compliance Statement and B) the Investment Advisor Client Agreement in which the client acknowledges receipt of the Disclosure Statement, and C) the Solicitors Disclosures.

Section 1. RIA will deliver all written disclosures referenced in Section 1, not less than **48 hours prior** to entering into any written or oral investment advisory contract with the client or prospective client, or at the time of entering into any such contract, the advisory client has the right to terminate the contract without penalty within five (5) business days after entering into the contract. Registered Representative acknowledges that fees shared with advisory will be subject to a 5-day hold. In the event of termination, fees will be refunded, including any part, which is shared with between the Registered Representative and the Advisor.

Section 2. RI shall be an independent contractor with regard to Hermes and nothing in the arrangement between Hermes and RR shall be construed to create the relationship of employer and employee between Hermes and RR. RR shall assume and accept any and all responsibilities that are imposed upon an independent contractor by any statute, rule, regulation or other authority. RIA is not authorized to represent Hermes or to use its name except to the extent herein expressly stated, nor is RR authorized to pledge the credit of Hermes or obligate Hermes in any manner, nor shall Hermes assume any of the obligations or liabilities of RIA.

Section 3. All Investment Advisory Agreements shall be subject to acceptance by Hermes. RIA has no authority to collect or receive payment in his/her own name for any Investment Advisory Agreement, if being understood that all such payments are to be made by check or other means of payment, payable to Hermes. RIA shall not commingle client funds, securities, or other client assets with his/her own funds, securities, or other assets, or with funds, securities, or other assets of any other clients. Any refunds due the client will be split proportionately between the representative and Hermes, and paid as outlined in the Hermes Disclosure Documents.

Section 4. RIA shall not publish advertisements, either by direct mail, distribution of printed matter, newspapers, radio, television, or by other media, or mail letters or sales literature describing the Hermes Econometrics Service without the prior written approval of Hermes. RR hereby undertakes to perform his/her duties hereunder in a manner consistent with the provisions of the Investment Advisors Act of 1940, as amended, and the rules and regulation there under; all applicable Federal and State securities laws, rules and regulations; and consistent with the instructions of Hermes. RIA hereby represents and warrants to Hermes that he/she is qualified under the Investment Advisors Act of 1940 to act as a third party solicitor and is not prohibited under such Regulation from so acting.

Section 5. RIA understands and acknowledges that Hermes Econometrics shall terminate the sale of the Hermes Econometrics service in the event that RR violates any provision of this document, has any of his registrations revoked or terminated by any regulatory authority, or for cause in Hermes's sole judgment, including, but not limited to bankruptcy of RR, the making of misrepresentations to clients by RR, dishonesty, disloyalty, negligence or fraud of RR, or violation of any Federal or State law, rule or regulation or any court order or decree by RR. RR agrees to immediately notify Hermes in writing in the event any of the events set forth above in this Section occurs.

Section 6. RIA agrees to keep confidential all ideas, techniques and material supplied by Hermes, whether or not patented or patentable, copyrighted or copyrightable and shall not reveal, reproduce or distribute same to any other parties at any time or to use same except with the express written consent of Hermes.

Section 7. RIA represents and warrants that it is not a party to, or subject to, the terms of any Agreement with any person, firm, corporation or any entity and is not subject to any Federal or State law, rule, regulation or order which would prohibit his/her from selling Hermes Econometrics.

Registered Investment Advisor Information

(Please print)

Name: _____

Tax ID #: _____ RIA SEC or State # _____

State Registered or SEC:

Business Address: _____

Telephone numbers (include area code)

Office _____ Fax: _____

Email address (at B/D) _____

CRD # _____ NASD Licenses _____

Are you designated as a principal with your B/D? Y/N _____ Are you designated as a branch manager? Y/N _____

Which states do you intend to solicit Hermes Econometrics: _____

Do you have an insurance license? Y/N _____ State(s) licensed _____

I understand, agree and accept the terms and conditions as outlined on both sides of this agreement:

Registered Investment Advisor Signature:

Hermes Econometrics:

By: _____

Date: _____

Title: _____

Date: _____

Send signed original to:
Hermes Econometrics

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415.454.4184 Fax 415.454.4195

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An authorized representative of Hermes Econometrics will sign as accepted and return an executed copy to you.

