

(vii) *Ownership.* Client retains indicia of ownership of the Account (e.g. right to withdraw securities or cash, exercise of delegate proxy voting and receive transactions confirmations).

(viii) *No Pooling.* Client's beneficial interest in a security does not represent an undivided interest in all the securities held by the custodian, but rather represents a direct and beneficial interest in the securities which comprise Client's Account.

(ix) *Separate Account.* A separate account is maintained for Client with the custodian.

(b) The authority granted by Client to Advisor will continue in force until revoked by Client in writing. Such revocation shall be effective upon receipt by Advisor. The death or incapacity of Client will not terminate the authority of Advisor under this Agreement until Advisor receives written notice of such death or incapacity from Client's executor, guardian, attorney-in-fact or other authorized representative.

(c) Client agrees to provide information and documentation requested by Advisor in furtherance of this Agreement, pertaining to Client's income, investments, taxes, insurance, estate plan, etc. Client also agrees to discuss with Advisor his/her investment objectives, risk tolerance, needs and goals, and to keep Advisor informed of any changes regarding same. Client acknowledges that Advisor cannot adequately perform its services for Client unless Client diligently performs his/her responsibilities under this Agreement. Advisor shall not be required to verify any information obtained from Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

(d) Advisor's investment authority will be limited by any investment objectives, guidelines, or restrictions as Client and Advisor may agree upon from time to time in writing, as well as limitations imposed under any applicable legal investment laws. Advisor's investment decisions will be largely driven by Advisor's investment strategy and any limitations, rather than the timing of Client's purchase of any particular investment or how long Client has held a particular investment. Advisor may purchase, sell, and hold investments in Client's Account without specific consideration of Client's other investments which are not held in the Account and without regard to the specific tax consequences to Client resulting from the sale of an investment.

(e) All assets under Advisor's management shall be held or distributed in Client's name or as Client otherwise directs Advisor in writing. Advisor shall not have custody or possession of Client's cash, checks, securities, or other property, which is not permitted under applicable law.

(f) Unless otherwise specifically and expressly indicated in this Agreement, Client acknowledges and understands that the service to be provided by Advisor under this Agreement is limited to the management of the Assets and does not include financial planning services. To the extent that Client desires financial planning-related services, the

specific nature of the services required shall be set forth in a separate written Financial Planning Agreement between Advisor and Client, for which services Advisor shall be paid a separate and additional fee.

2. ADVISOR COMPENSATION.

Fees for Advisor's services will be charged to Client as set forth on Schedule B.

(a) The annual management fee will be billed monthly in arrears. The first payment is due in the first 15 days of the month following the month in which this Agreement was executed, and will be prorated and payable based upon the number of days from the date of execution to the end of the first month. Subsequent payments will be assessed and due within the first 15 days of each calendar month based on the value of the portfolio on the last business day of the previous calendar month, which may be adjusted for deposits and withdrawals during the month.

(b) Fees will be automatically deducted from the Account by the custodian. Client will be provided with a statement at least quarterly reflecting deduction of Advisor's fee(s). Client acknowledges that it is his or her responsibility to verify the accuracy of the calculation of the management fee and that the custodian will not determine whether the management fee is accurate or properly calculated.

(c) With the exception of Clients participating in Advisor's Wrap Fee Program, Client may also incur certain charges imposed by unaffiliated third parties in addition to Advisor's annual management fee. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the account which shall be disclosed in the fund prospectus (i.e., fund management fees and other fund expenses), wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. All Client accounts, including Wrap Fee accounts, are subject to some fund management fees independent of the custodian and Advisor (e.g., mutual fund management fees). Because 401(k) assets are not included in the Wrap Fee Program, Client's 401(k) assets will be subject to all transaction fees mentioned above.

(d) Advisor may from time to time unilaterally amend its fees and billing arrangements. Any change will become effective 30 days after written notice is given by Advisor unless Client terminates this Agreement.

(e) Client acknowledges and agrees that Advisor may deduct fees from Client's custodial account used in connection with the Wrap Fee Program for Client assets held outside of the Wrap Fee Program (i.e. variable annuities, mutual funds, 401(k)).

(f) No portion of Advisor's compensation and fees will be based on capital gains or capital appreciation of the Assets.

3. **EXECUTION OF BROKERAGE TRANSACTIONS.** Advisor will arrange for the execution of securities brokerage transactions for the Assets through broker-dealers that Advisor reasonably believes will provide “best execution.” In seeking best execution, the determinative factor is not the lowest possible commission cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer’s services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Advisor will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for Account transactions. It is important to note that Advisor does not have discretion to negotiate commission rates.

(a) Neither Advisor, nor any of its associated persons, will receive any portion of the brokerage commissions and/or transaction fees charged to you by a non-affiliated broker-dealer.

(b) Transactions for each Client Account generally will be effected independently, unless Advisor decides to purchase or sell the same securities for several Clients at approximately the same time. Advisor may, but is not obligated to, combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Advisor’s Clients the differences in prices and commission or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among Advisor’s Clients in proportion to the purchase and sale orders placed for each client account on any given day.

(c) Client may direct Advisor in writing to use a particular broker-dealer to execute some or all transactions for Client’s Account. In that case, Client will negotiate terms and arrangements for the Account with that broker-dealer, and Advisor will not seek better execution services or prices from other broker-dealers or be able to “batch” Client transactions for execution through other broker-dealers with orders for other Accounts managed by Advisor. As a result, Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the Account than would otherwise be the case. If Client chooses to direct Advisor to use a particular broker-dealer, Client will not be permitted to participate in the Wrap Fee Program.

(d) It should be noted that Advisor may execute or recommend that Clients execute their securities transactions through various firms. The choice of which firm to execute trades through will be determined on the financial strength of the broker-dealer, its reputation, pricing and ability to execute trades in a timely manner.

(e) Clients with assets not invested in Advisor’s Wrap Fee Program will pay brokerage commissions and/or transaction fees in addition to the fee charged by Advisor to manage the Account.

4. **CUSTODIAN.** The Assets shall be held by an independent custodian, not the Advisor, the identity of which custodian shall be communicated to Client. Advisor is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions as Advisor shall direct in connection with the performance of Advisor's obligations in respect of the Assets. For Clients whose assets are not invested in Advisor's Wrap Fee Program, the custodial fees charged to Client are exclusive of, and in addition to, Advisor Compensation as defined in Paragraph 2.

5. **ADVISOR'S REPRESENTATIONS.** Advisor is currently registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended ("Federal Advisers Act").

6. **CLIENT'S REPRESENTATIONS.** Client represents that the engagement of Advisor under this Agreement is authorized by, has been accomplished in accordance with, and does not violate any documents to which Client is subject or by which Client is governed. The person whose signature appears below is duly authorized to act on Client's behalf with respect to the Account. Advisor shall be permitted to rely, without independent verification, upon the directions and instructions of this person, the Client representative(s) named above, or any other representative with apparent authority to act on Client's behalf.

7. **RISK ACKNOWLEDGMENT.** Advisor shall perform its obligations under this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. **CLIENT UNDERSTANDS, HOWEVER, THAT ALL INVESTMENTS BEAR RISKS WHICH ARE AFFECTED BY EVENTS AND CIRCUMSTANCES BEYOND ADVISOR'S CONTROL. THEREFORE, ADVISOR CANNOT ASSURE OR GUARANTEE THAT ITS ADVICE OR SERVICES WILL RESULT IN ACHIEVING CLIENT'S INVESTMENT OBJECTIVES OR THAT SIGNIFICANT LOSSES OF PRINCIPAL OR INCOME WILL NOT OCCUR IN THE ACCOUNT. ADVISOR IS NOT RESPONSIBLE FOR MARKET OR CREDIT RISK, OR FOR ERRORS IN THE EXERCISE OF ITS JUDGMENT MADE IN GOOD FAITH BASED UPON INFORMATION THEN REASONABLY AVAILABLE.** This limitation shall not, however, be construed to deprive Client of any nonwaivable right, nor relieve Advisor of any nonwaivable liability, under the Michigan Securities Act or the Federal Advisers Act, as applicable, or under any other applicable federal or state laws.

8. **DIRECTIONS TO ADVISOR.** Except for decisions regarding the purchase and/or sale of specific investments, all directions by the Client to Advisor (i.e. notices, instructions, including directions relating to changes in the Client's investment objectives) shall be in writing and will be deemed delivered and effective after seven (7) days if sent electronically to the email listed below or to the last designated address by ordinary U.S. mail, postage prepaid. Advisor shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

9. **ADVISOR LIABILITY.** Except as otherwise provided by federal or state securities laws, Advisor, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets. Adviser shall not be liable for any act or failure to act by the custodian, any broker-dealer to which Advisor directs transactions for the Account or by any other non party.

10. **PROXIES.** Advisor will NOT be responsible for voting proxies that are solicited with respect to annual or special meetings of shareholders of securities held in the Account. Proxy voting authority is expressly reserved to the plan's trustee(s) or other designee. Any proxy solicitation information or documents that Adviser receives will be forwarded to the trustees or their designee.

11. **REPORTS.** Client will receive from their custodians statements at least quarterly showing the current market value as well as interest and dividends for the reporting period.

12. **RETIREMENT OR EMPLOYEE BENEFITS ACCOUNTS.** If the Account is part of a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Advisor accepts appointments to provide advisory services to such Account, Advisor acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA (but only with respect to the provision of services described in Paragraph 1 of this agreement). Client represents that (i) Advisor's appointment and services are consistent with the Plan documents, (ii) Client has furnished Advisor true and complete copies of all documents establishing and governing the Plan and evidencing Client's authority to retain Advisor. Client further represents that he or she will promptly furnish Advisor with any amendments to the Plan, and Client agrees that, if any amendment affects Advisor's rights or obligations, such amendment will be binding on Advisor only with our prior written consent. If the Account contains only a part of the assets of the Plan, Client understand that Advisor will have no responsibilities for the diversification of all the Plan's investments, and Advisor will have no duty, responsibility or liability for the assets that are not in the Account. If ERISA or other applicable law requires bonding with respect to the assets in the account, Client will obtain and maintain at his or her expense bonding that satisfies this requirement and covers Advisor and any of its affiliates.

13. **TERMINATION.** This Agreement will continue in effect until terminated by either party by providing five (5) days written notice to the other party. Termination of this Agreement will not affect (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay Advisor's fees (prorated through the date of termination). Upon the termination of this Agreement, Advisor will have no further duties or obligation to Client under this Agreement, including no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. Client is responsible for any cost incurred in transferring assets from the Account to a different account. Client will pay all fees accrued and unpaid as of the date of termination.

14. **ASSIGNMENT.** This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or Advisor without the prior written consent of the other party. Consent may be given orally, in writing, or by implied consent permitted under applicable laws. Client's consent to an assignment may be conclusively presumed if Advisor provides Client with written notice describing the proposed assignment with an opportunity and method to terminate this Agreement not less than 30 days prior to the event and, thereafter, Client continues Advisor's services under this Agreement without oral or written objection or contract termination. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

15. **NON-EXCLUSIVE MANAGEMENT.** Advisor, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own Accounts, or for the Accounts of other Clients, as the Advisor does for the Assets. Client expressly acknowledges and understands that Advisor is free to render investment advice to others and that Advisor does not make its investment management services available exclusively to Client. Nothing in this agreement shall put Advisor under any obligation to purchase or sell, or to recommend for purchase or sale for the Account, any securities which Advisor, its employees, affiliates, representatives, or agents, may purchase or sell for their own account or for the account of any other client, unless in our determination, such investment would be in the best interest of the Account.

16. **ARBITRATION.** Client and Advisor (collectively referred to as "the parties") agree that all claims arising out of this Agreement and the transactions or activities affecting the provision of services by Advisor to Client be resolved through arbitration in Troy, Michigan.

(a) The parties acknowledge, understand and agree that:

(i) Arbitration is final and binding on the parties.

(ii) The parties are waiving their right to seek remedies in court, including the right to jury trial.

(iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.

(iv) The arbitration award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.

(v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(b) To the extent permitted by law, all controversies which may arise between the parties or any of their affiliated companies concerning any transaction arising out of or relating to this Agreement, or the construction, performance, or breach of this or any other agreement between the parties whether entered into prior to, on or subsequent to the

date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association.

(c) Arbitration must be commenced by service upon the other party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of the State of Michigan. This Agreement supersedes any and all preexisting agreements and/or understandings. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

(d) The parties hereby submit to the *in personam* jurisdiction of the courts of the State of Michigan and the courts located therein (and expressly waive any defense to personal jurisdiction of Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, the parties expressly agree that such action shall be brought only in state or federal courts in the State of Michigan and service of process in such action shall be sufficient if served on the parties by certified mail, return receipt requested, at the parties last address known to the other party. In this connection the parties expressly waive any defense(s) to personal jurisdiction of the parties by such court; (b) service of process as set forth above; (c) to venue, and in addition, expressly agree that Michigan is a convenient forum for any such action.

(e) Nothing herein shall be enforceable to the extent that the Client waives any of their rights under state or federal securities laws.

17. **DISCLOSURE STATEMENT.**

(a) Client acknowledges receipt of Advisor's Part II of Form ADV or a disclosure statement containing the equivalent information and 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 (collectively the "Advisor's Disclosures"). The Advisor's Disclosures contain important information that Client should carefully consider and are incorporated into this Agreement by this reference. This Agreement shall control over any inconsistency with Advisor's Disclosures. If the Advisor's Disclosures are not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with Advisor, then Client has the right to terminate the contract without penalty within five (5) 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.

(b) Client acknowledges receipt of Advisor's Privacy Policy describing its practices for the collection and sharing of client information.

(c) Client acknowledges that Advisor serves other clients and affiliates, and may give advice and take action with respect to any of them which may differ from the advice given, or the timing or nature of action taken, with respect to Client and the Account. Advisor shall have no obligation to purchase or sell for the Account, or to recommend for purchase or sale by the Account, any security which Advisor, its principals, affiliates, or employees may purchase or sell for themselves or for any other client.

18. **SEVERABILITY.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

19. **CLIENT CONFLICTS.** If this Agreement is between the Advisor and related Clients (i.e. husband and wife, etc.), Advisor's services will be based upon the joint goals communicated to Advisor. Advisor is permitted to rely upon instructions from either party with respect to disposition of the Assets or the Account, unless and until such reliance is revoked in writing to Advisor. Advisor will not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between such Clients.

20. **APPLICABLE LAW.** This Agreement supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Advisor and Client shall be the State of Michigan.

By each party executing this Agreement they acknowledge and accept the respective rights, duties, and responsibilities contained in this Agreement. This Agreement is only effective upon our execution below.

CLIENT(S)

VERDE CAPITAL MANAGEMENT, INC.

Signature: _____

Carl Szasz, President and Chief Compliance Officer

Signature: _____

Printed: _____

Date: _____

Printed: _____

Email: _____

Email: _____

Electronic Consent

Client
Initials

I consent to receive all notices, correspondences, statements, disclosures, reports, or other communication with respect to the Account by electronic delivery (e.g., e-mail).

SCHEDULE A
SCHEDULE OF ASSETS AND ACCOUNTS

| Account Title | Custodian | Account Number | Fees Payable (account #) |
|----------------------|------------------|-----------------------|-------------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

SCHEDULE B
FEE SCHEDULE

Subject to the terms of Section 2 of this Agreement, Advisor’s fees shall be calculated as follows.

Wrap Fee Program. Advisor’s annual fee for continuous and regular investment advice and portfolio management services is determined by the Advisor’s Wrap Fee Program. A copy of Advisor’s current fee schedule is attached to this Agreement as Schedule B.

| <u>ASSETS UNDER MANAGEMENT</u> | <u>FEE</u> |
|--------------------------------|------------|
| \$0-5,000,000 | 1.5% |
| \$5,000,000+ | 1.0% |

401(k) Participant Accounts. Advisor’s annual fee for continuous and regular investment advice for Clients with assets in a 401(k) plan is _____% of the assets held in the 401(k) account. Because 401(k) accounts are not transferable to Advisor’s custodian of preference, 401(k) assets are not subject to the Wrap Fee Program fees set forth above and Advisor does not assume the cost of any transaction or brokerage fees in 401(k) accounts.

Cash Reserve Accounts. Advisor’s annual fee for continuous and regular investment advice for Clients with assets invested in money market funds, municipal bonds, treasury bonds, corporate bonds, commercial paper and government sanctioned enterprise debts (“Cash Reserve Accounts”), is 0.5% of the assets held in the Cash Reserve Account.

Advisor’s annual management fee is based on Client’s assets under management and will be billed monthly in arrears. Client’s custodian will deduct Advisor’s fees from the Account on a monthly basis, in arrears, according to the fees set forth above. If Client has a 401(k) participant account, Client authorizes Advisor to deduct fees for the 401(k) Account from Client’s Wrap Fee Program Account.