

FINANCIAL PLANNING AGREEMENT

This Agreement is entered into by the investment adviser, Verde Capital Management, Inc. (“Advisor”), through its advisory representative, _____ (“Planner”) and _____ (“Client”) this ____ day of _____, 20____. In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows:

SERVICES:

1. Advisor shall provide the Client with the following personal financial planning or consulting services:

Advisor will assist Client in defining personal financial goals and objectives to be pursued within one or more of the following areas: investment planning, retirement planning, estate planning, charitable planning, education planning, business planning and asset protection planning.

Advisor will analyze the documents and information provided, make observations, identify potential problems, and make recommendations for Client's consideration.

For planning engagements, Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting engagements, Advisor may not provide a written summary.

CLIENT’S RESPONSIBILITIES:

2. The Client recognizes that the value of the Advisor’s financial planning or consulting services will be dependent upon the information that the Client provides and the Client’s active participation in the financial planning or consulting process. The Client may be required to complete a questionnaire to assist the Advisor in defining and understanding the Client’s financial consulting objectives. Copies of certain Client documents may be requested by the Advisor to assist in preparing your plan. Examples of documents the Advisor may request include: investment statements, insurance policies, wills, tax returns, and other documents depending upon the Client’s circumstances and the scope of planning desired.

FEES:

3. _____ The Client’s initials in this section of the Agreement indicate the Client’s consent to compensate Advisor with a flat fee of \$ _____. The total fee is due upon execution of the contract. All consultations/plans shall be rendered to the clients within 6 months of the contract date, provided that all information and documents requested by Advisor are provided promptly by Client. Furthermore, unless the Client specifies otherwise to the Advisor in writing, this agreement may be renewable on an annual basis.

_____ The Client shall initial here if he or she elects to remit the advisory fee as a one-time payment from a checking account or credit card.

_____ The Client shall initial here if he or she elects to remit the advisory fee as twelve (12) monthly payments directly withdrawn from the Client’s brokerage account. The Client shall provide relevant account information to the Advisor.

Advisor’s fees will not be based upon a share of capital gains or capital appreciation of the Client’s funds.

All mutual fund expenses, transaction fees, administrative costs charged by parties other than the Advisor are separate and additional to those indicated above.

IMPLEMENTATION:

4. The Client understands that the Planner may recommend that clients execute transactions through a broker-dealer or insurance company, though the client is free to implement their plan through broker-dealers or insurance companies of their choice. Planner does not possess or exercise any discretion with respect to client transactions. It should be noted that Planner is an agent/broker with various insurance companies. If an insurance product is sold, Planner may earn the normal commissions for such sale.

LEGAL SERVICES:

5. It is expressly understood and agreed between the parties of this Agreement that Advisor will not provide legal advice nor prepare any legal documents for the implementation of the Client's financial consulting objectives. The Client is urged to work closely with his/her attorney in implementing recommendations provided as part of their financial consultation.

TERMINATION:

6. The Client may terminate this Agreement at any time by providing written notice to the Advisor. If the Client terminates this Agreement by written notice within five business days of the date of this Agreement, the Client is entitled to a full refund of advisory fees paid. Thereafter, a client will receive a pro rata refund of unearned fees based on the time and effort expended by the Advisor and Planner.

ARBITRATION:

7. This agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by Advisor to Client (collectively referred to as "the parties") be resolved through arbitration in Detroit, MI. 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.

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 us 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.

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.

The parties hereby submit to the in personam jurisdiction 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 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.

ASSIGNMENT:

8. This Agreement shall not be assigned by the Advisor without the prior written consent of the Client.

GOVERNING LAW:

9. All financial consulting services shall be in compliance with the Investment Advisers Act of 1940, rules and regulations thereunder, and applicable State law(s) regulating the services provided by this Agreement.

PROXIES

10. The Client acknowledges that Advisor will not vote proxies.

ACKNOWLEDGEMENT:

11. The Client acknowledges receipt of the Advisor's Form ADV Part II or disclosure brochure as required by the Investment Advisers Act of 1940.

Dated this _____ day of _____, 20____.

Client's Signature: _____ Date: _____

Client's Name (Print) _____

Client's Signature: _____ Date: _____

Client's Name (Print) _____

VERDE CAPITAL MANAGEMENT, INC.

BY: _____
Carl Szasz, President and Chief Compliance Officer

To be prepared in duplicate Original – Advisor Copy - Client