

INVESTMENT ADVISORY AGREEMENT

**Equity Planning Group, Inc.
7035 Orchard Lake Road, Suite 700
West Bloomfield, MI 48322
(248) 932-4600 - Fax (248) 932-4610**

Equity Planning Group, Inc.
Registered Investment Advisor

INVESTMENT ADVISORY AGREEMENT

1. General Provisions. This Investment Advisory Agreement (“Agreement”) is made between Equity Planning Group, Inc. (“EPG”), an investment advisor registered with the state of Michigan, and the client listed on the signature page of this Agreement (“Client”). The parties agree as follows:

2. Appointment; Authority.

2.1 Upon full execution of this Agreement, Client appoints EPG as the investment manager of those assets designated to be held in the Client’s account (the “Account”) in accordance with the Client’s investment objectives described. Client grants EPG limited discretionary authority to make investment decisions regarding the Account. All transactions in the Account pursuant to EPG’s discretionary authority shall be solely for the benefit and risk of Client. EPG’s authority shall survive Client’s death, incapacity, dissolution, or insolvency until EPG’s receipt of written notice of that event.

2.2 EPG may implement its investment decisions through its selection of a subadviser or other third party service provider (“Third-Party Service Provider”), if Client selects this service option by signing the attached Schedule A-2. Client may be asked to enter into a separate agreement with such Third-Party Service Provider. If EPG terminates its relationship with the Third-Party Service Provider, Client agrees to terminate its separate agreement with the Third-Party Service Provider upon receiving notice of such termination from EPG. If Client does not have a separate agreement with the Third-Party Service Provider, EPG shall have the sole discretion to terminate and replace such Third-Party Service Provider at any time without Client’s consent.

2.3 Unless otherwise limited by Client, EPG’s discretionary authority shall include, but is not limited to, the power to purchase, sell, exchange, or otherwise dispose of any and all types of debt and equity securities, whether publicly or privately offered for sale, domestic or foreign, and bank deposit products. Except as otherwise limited in writing by Client, permissible investments shall include, without limitation, shares, units, and direct or indirect interests in stocks, bonds, corporate debt, warrants, commercial paper, certificates of deposit, municipal and United States government securities, securities and commodities options contracts, publicly-traded real estate investment trusts and master limited partnerships, securities or other types of fixed or intangible assets, mutual funds, index funds, exchange-traded funds, other similar equity-related index funds, cash sweep accounts, other liquid cash and cash-like vehicles and futures contracts. EPG’s discretionary authority will not be exercised to cause Client to purchase or sell any investment in which EPG or its advisory affiliates have any personal

interest (other than fully-disclosed brokerage commissions) without prior notice to Client.

2.4 EPG shall have complete discretion to direct and implement the investment and reinvestment of the assets held in the Account without consultation with Client. Client authorizes the custodian to follow EPG's instructions as well as any instructions given by the Third Party Service Provider to effect transactions, deliver securities, make transfers and payments, deduct fees and charges, and take other actions with respect to Client's Account. Client agrees to provide EPG with a limited power of attorney as may be required by the broker-dealer, custodian or Third-Party Service Provider for the Account. Such third-party agreements and limited powers of attorney will remain subject to the limitations under this Agreement.

2.5 All assets under EPG's management shall be held or distributed in Client's name or as Client otherwise directs EPG and the custodian for the Account in writing. EPG shall not have custody or possession of Client's cash, checks, securities, or other property, which is not permitted under applicable law. EPG's services under this Agreement are limited to management of the Account and do not include financial planning or other services.

3. Duties of EPG. EPG shall assume all investment duties and investment power, including sole investment authority, with respect to the Account, except as may be otherwise delegated to Third-Party Service Provider. EPG and/or, if applicable, the Third-Party Service Provider shall invest and reinvest Client's principal and income, including the proceeds thereof and any additions to the Account in such securities or other property of any kind as it deems in the best interest of Client, provided that all investment decisions shall be consistent with the investment objectives of Client as determined in consultation with EPG, which may be amended or revised from time to time.

4. Custodian and/or Brokerage Designations.

4.1 Client may designate one or more custodians to maintain and have possession of the assets in the Account. EPG shall not take or receive physical possession of Client's assets. A custodian may be a broker-dealer, a mutual fund company, a bank, or trust company. Each custodian will send the Client a monthly or quarterly statement with all the transactions occurring in the Account during the reporting period. Client will be responsible for paying any custodial fees charged by a custodian. EPG shall have no liability with respect to custody arrangements or the acts, conduct, or omissions of the custodian. EPG shall only have the authority to direct purchases and sales. Client authorizes the designated custodian to send duplicate copies of all client statements to EPG and the Third-Party Service Provider, where applicable.

4.2 EPG's brokerage recommendations and placement practices are generally described in Item 12, *Brokerage Practices*, of EPG's Form ADV, Part 2 ("EPG's Brochure") provided and as amended from time to time. Unless

otherwise directed by Client, EPG will have full discretion to place brokerage orders for the execution of account transactions. If Client directs EPG to place brokerage orders with a particular broker or dealer, EPG may be limited in its ability to aggregate trades with other Client accounts resulting in different net price and execution or from effectively negotiating brokerage commissions on behalf of Client. In these cases, Client will negotiate commission rates and acknowledges that such negotiated rates could exceed those EPG may be able to obtain directly. EPG may pay commissions on transactions in excess of what another broker might have charged in recognition of the receipt of additional research and services. However, EPG must determine in good faith that: (a) the amount of any commission paid is reasonable in relation to the value of the brokerage and research services provided, viewed in terms either of a particular transaction or EPG's overall responsibilities with respect to accounts as to which EPG exercises investment discretion; and (b) any services EPG receives provides lawful and appropriate assistance in the performance of EPG's investment decision-making responsibilities.

- 4.3** EPG will make every effort to obtain the best execution possible for all transactions. EPG may aggregate transactions for Client in block transactions with other clients to improve the quality of execution. Clients are also responsible for any potential brokerage and/or execution charges of the custodian or other broker-dealer. Brokerage fees and charges with respect to foreign securities may be higher than for domestic securities. If Client chooses a broker-dealer to act as the Account custodian, Client may or may not incur additional custodial charges. If Client chooses a separate custodian, Client will also pay custodial fees and charges for its Account.

5. Fees.

- 5.1** Except as otherwise selected in Schedule A-2, EPG's fees are billed in accordance with the fee schedule attached as Schedule A-1 to this Agreement. Unless otherwise agreed by EPG, Client's fees will be deducted from Client's Account by the custodian. Client may terminate this authorization at any time by giving written notice to Advisor and Client's custodian.
- 5.2** EPG may unilaterally amend its fees and billing arrangements from time to time. Any changes will only become effective after 30 days' prior written notice, unless Client terminates this Agreement.
- 5.3** EPG's fees are not based on the financial performance or capital gains or losses experienced by the Account.

6. Conflicts. Client understands that EPG performs investment advisory services for various other clients. EPG agrees to act in a manner consistent with its fiduciary obligation to deal fairly with all clients when taking investment actions. Client acknowledges that EPG may give advice and take action in the performances of its duties with respect to any of its other clients that may differ from the timing or nature of action taken with respect to the account. EPG

shall not be under any obligation to purchase or sell for the account any security that EPG, its officers, or employees may purchase or sell for its or their own accounts or purchases or sell or recommend for purchase or sale for the account of another client, if, in the sole discretion of EPG, such action is not practical or desirable for the account.

7. **Assignment.** No “assignment,” as that term is construed under the Investment Advisers Act of 1940, as amended (the “Advisers’ Act”), of this Agreement may be made by EPG without Client’s consent. Client’s 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 EPG 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 EPG’s services under this Agreement without oral or written objection or contract termination. Any corporate reorganization or change in ownership of EPG that does not result in a change of control of EPG is not an “assignment” for this purpose.

8. **Termination.**

8.1 This Agreement may be terminated within the first five (5) business days after the date indicated above without cost or penalty. Thereafter, this Agreement may be terminated at any time, by either party, by giving seven (7) days prior written notice. Client may immediately give notice to terminate this Agreement after receipt of EPG’s notice of any proposed “assignment” of this Agreement. Termination of this Agreement shall not affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to the termination date, such as the purchase of investments by EPG for the Account.

8.2 Upon notice of termination, EPG shall notify custodian to deliver all assets held pursuant to this Agreement, according to Client’s written instructions. Upon notification of a full or partial liquidation of the assets, EPG shall place the redemption order with the designated custodian. Client is responsible for any cost incurred in transferring assets from the Account to a different account.

8.3 If EPG receives written notice of the death, legal incapacity, dissolution or insolvency of a Client, EPG will liquidate the portion of Client’s Account managed by EPG and invest the assets in a money market account.

8.4 After the termination date, EPG shall have no further duties or obligations to Client under this Agreement. Termination of this Agreement shall not affect any liability resulting from sales or exchanges initiated prior to written notice of such revocation.

9. **Best Efforts.** EPG 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 EPG’S CONTROL. THEREFORE, EPG 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. EPG 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. EXCEPT AS OTHERWISE AGREED BY EPG IN WRITING, EPG WILL NOT BE LIABLE FOR ANY LOSS CAUSED BY THE BROKER-DEALER, CUSTODIAN, OR ANY OTHER THIRD-PARTY PROVIDING SERVICES TO CLIENT OR THE CLIENT'S ACCOUNT. This limitation shall not, however, be construed to deprive Client of any nonwaivable right, nor relieve EPG of any nonwaivable liability, under the Michigan Uniform Securities Act of 2008 (the "Michigan Securities Act") or the Advisers' Act, as applicable, or under any other applicable federal or state laws.

10. Confidential Information. All information and advice furnished by Client or EPG to the other party shall be treated as confidential and used for no other purpose and shall not be disclosed to third parties without prior consent, except: (a) as required by applicable law, regulation, or court order, or as requested by any self-regulatory organization having jurisdiction over the relevant party; (b) as EPG may provide to the Third-Party Service Provider specified in Schedule A-2, if applicable, or any replacement thereof, or other third parties who are required to perform services with respect to the Account under this Agreement; or (c) otherwise required to perform or comply with this Agreement, subject to EPG's Privacy Policy. EPG may provide information regarding Client and the Account to third parties who are required to perform services with respect to the Account under this Agreement. EPG may also provide information to other persons as reasonably necessary in performing its services under this Agreement for the Account, subject to EPG's Privacy Policy.

11. Notice. Client represents that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise, and that, if required, (i) this contract has been duly authorized by appropriate action and is binding upon Client in accordance with its terms, and (ii) the Client will deliver to EPG such evidence of such authority as it may reasonably require, whether by way of a certified resolution, trust agreement or otherwise. Client represents that he/she has full power, authority and capacity to execute this account application. Client represents that he/she has read, understands and agrees to be bound by the terms and conditions of this Agreement. Client further represents he/she has provided true and correct background information in the investor profile included with this Agreement and certifies that Client is of legal age and capacity in their state of residence.

12. Applicable Law. This Agreement shall be governed by Michigan law, without reference to the state's conflict laws, and conform to all applicable law, both federal and state, including the Michigan Securities Act.

13. No Modification. This Agreement constitutes the entire agreement between the parties. All prior oral and written agreements and understandings are hereby merged into this document. All recommendations, notices, and other communications shall be deemed effective when received, in writing, by the Client at the address shown below adjacent to Client's signature or by EPG at the address shown on the cover page of this Agreement. Receipt of written notice shall be presumed if mailed postpaid by registered or certified mail, return receipt requested. EPG shall be entitled to presume the correctness of Client's address until notified in writing to the contrary. This Agreement cannot be modified except in writing executed by EPG.

14. Miscellaneous. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected thereby. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

15. Proxy Voting. EPG will not vote proxies in connection with the Client's Account. EPG will direct the custodian to send all proxy materials to Client and Client will be solely responsible for voting proxies.

16. Authorization to Receive Documents Electronically. Client agrees to receive electronic delivery of all documents from EPG. EPG reserves the right to send documents in paper to Client. Client can withdraw this consent at any time at no cost to the Client by sending notice in writing to EPG in accordance with Section 13, or by sending an email to scott@equityplanninggroup.com. Client may request a paper copy of any document delivered electronically at no cost by contacting EPG. Client agrees to notify EPG immediately if Client changes email addresses. If EPG is repeatedly unable to deliver any document(s) electronically to the specific email address provided, EPG reserves the right to terminate this electronic delivery of documents service and deliver the documents via U.S. mail.

17. Acknowledgement of Receipt of Brochure and Form ADV Part 2.

17.1 Client acknowledges receipt of EPG's Form ADV, Part 2, on or before the date of execution of this Agreement (the "Advisor's Disclosures"). If applicable, Client acknowledges that EPG has separately provided Client with the Third-Party Service Provider's Form ADV, Part 2 (the "Third-Party Service Provider's Disclosures"), which includes information about such provider's services, model portfolios, and investment strategies. EPG'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 EPG's Disclosures.

17.2 Client acknowledges receipt of EPG's Privacy Policy describing its practices for the collection and sharing of client information.

18. Arbitration Agreement.

18.1 Client and EPG each agree to final and binding arbitration, as provided below. Client and EPG each acknowledge that:

- ◆ Arbitration shall be final and binding on the parties.
- ◆ The parties are each waiving their right to seek remedies in court, including the right to jury trial.
- ◆ Pre-arbitration discovery is generally more limited than, and different from, court proceedings.

- ◆ The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- ◆ The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- ◆ This agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum to the extent that such a waiver would be void under applicable law.

18.2 Client and EPG each agree that, except as prohibited by applicable law, ALL CLAIMS OR CONTROVERSIES, AND ANY RELATED ISSUES, which may arise at any time between us (including EPG's representatives, directors, officers, employees, and agents) concerning any investment or planning advice, recommendation, or exercise of limited discretionary authority with respect to any subject matter; any transaction or order; the conduct of EPG or its representatives, directors, officers, employees, and agents; the construction, performance, or breach of this or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement; the breach of any common law or statutory duty; or the violation of any federal or state law of any nature SHALL BE RESOLVED BY BINDING ARBITRATION rather than by a lawsuit in a court of law or equity.

18.3 Any arbitration pursuant to this Agreement shall be in accordance with, and governed by, a mutually agreeable arbitration forum, but, in the absence of such agreement, then the arbitration procedures of the American Arbitration Association. The venue for the proceeding shall be in a mutually agreeable location, but, in the absence of such agreement, then the Detroit Regional Office of the American Arbitration Association, currently located at 39555 Orchard Hill Place, Suite 600, Novi, Michigan 48375.

18.4 The award of the arbitrators, or of the majority of them, shall be final and binding, and judgment upon the award rendered may be entered in any federal or state court having jurisdiction. Client and EPG agree and consent that any state or federal court located in Michigan shall have personal and subject matter jurisdiction to enter judgment on an arbitration award.

18.5 Any arbitration must be commenced by delivery to the other party of a written demand for arbitration or a written notice of intention to arbitrate setting forth in detail the claim or controversy to be arbitrated.

[Signatures on the following page(s)]

Therefore, Client and EPG have executed this Agreement as of the date listed below.

EXECUTED: _____

Client Name (Print)

Client Name (Signature)

Address

City, State, Zip

Email Address

ACCEPTED: Investment Advisor Representative

By: _____

ACCEPTED: Equity Planning Group, Inc.

An Investment Advisory Firm registered with the State of Michigan

By: _____

Its: _____

Date: _____

SCHEDULE A-1

Advisory Fees

Subject to the terms of Section 5 of this Agreement, EPG's fees are as follows:

<u>ASSETS UNDER MANAGEMENT</u>	<u>ANNUAL FEE</u>
\$0-249,999	1.50%
\$250,000-499,999	1.25%
\$500,000-1,499,999	1.00%
\$1,500,000 +	Negotiable

<u>ASSETS UNDER MANAGEMENT</u> (in which the entire Account is invested in Fixed Income Products)	<u>ANNUAL FEE</u>
All	0.50%

EPG's fees are billed quarterly, or one fourth of the annual fee, in arrears, based upon the Client's assets in the Account. The fees are calculated as of the end of the calendar quarter using the market value of the Account at the closing of the last business day of the quarter as reported by the custodian. Once the Client's assets reach the higher asset bracket, the entire Account is charged the fee associated with that bracket. For example, the Client will be charged one-fourth of the annual rate of 1.50%, or 0.375% quarterly, on the amounts in the Account up to \$249,999, one-fourth of the annual rate of 1.25%, or 0.3125% quarterly, if the Client's assets are above \$249,999 up to \$499,999, and so on based on the Client's assets in the Account as of the last business day of the quarter. No adjustments are made for additions or withdrawals during the quarter so the fee is calculated using the Account value at the end of the billing period. If Client terminates this Agreement before the end of the quarter, EPG will take the prorated accrued fee on the last day of the Agreement. EPG will rely upon the valuations provided by Client's custodian for each billing period.

EPG will send its fee invoice to Client's custodian and a copy to Client at least seven (7) days in advance of the fee deduction date. The fee invoice will state the applicable annualized rate(s), the value(s) of the Account upon which each fee is calculated and the amount of the fee. Unless otherwise agreed by EPG, Client's fees will be deducted from Client's Account by the custodian. Client may object to the deduction of EPG's fees from the account by notifying EPG at the address or telephone number shown on each billing invoice or by notifying Client's custodian. Client may terminate this authorization at any time by giving written notice to Advisor and Client's custodian.

SCHEDULE A-2

Third-Party Service Provider Option

By signing below, Client understands and agrees that EPG will use the Third-Party Service Provider specified below in connection with the management of Client's Account. The Third-Party Service Provider will make the investment selection decisions for the Account, subject to EPG's supervision and oversight and consistent with Client's investment objectives outlined by the Third-Party Service provider and as may be adjusted by EPG and/or the Client from time to time.

Client agrees to inform EPG, in writing, of any limitations or restrictions applicable to Client's Account or the services provided under this Agreement. Client also agrees to promptly notify EPG of any changes in Client's circumstances or investment objectives relevant to Client's Account. EPG will rely on the information that Client provides. EPG is permitted to rely, without independent verification, upon Client's authorizations, directions, and instructions, or any other representative of Client with apparent authority to act on Client's behalf. Client agrees not to use the trades implemented by any Third-Party Service Provider for any other purpose or for the benefit of any other person. Client may be asked to enter into a separate agreement with the Third Party Service Provider as specified in Section 2.2 of this Agreement.

By selecting this service option, Client understands that Client will enter into separate agreements appointing the entity specified below as the broker-dealer and custodian for Client's Account. Client acknowledges that Client's appointment of such entity to provide brokerage and custodial services for Client's Account may not result in the lowest commissions and/or custody fees. Client may enter into a separate agreement for brokerage and custodial services, subject to the same terms and conditions described under Section 2.2 above in regards to the Third-Party Service Provider. EPG will not have the authority to make withdrawals or deposits of funds, establish any sources for funding an Account or establish new accounts on the Client's behalf.

Third Party Service Provider:	BETTERMENT LLC, a Delaware limited liability company and an SEC registered investment adviser 61 West 23rd Street, 5th Floor New York, NY 10010
Broker-Dealer / Custodian:	MTG LLC, d/b/a Betterment Securities, a New York limited liability company and FINRA member broker-dealer 61 West 23rd Street, 5th Floor New York, NY 10010

Subject to the terms of Section 5 of this Agreement, EPG's and Third-Party Service Provider's fees for the service provided through Third-Party Service Provider are as follows:

<u>ASSETS UNDER MANAGEMENT</u>	<u>ANNUAL ADVISORY FEE</u>	<u>THIRD-PARTY SERVICE PROVIDER FEE</u>	<u>TOTAL FEE</u>
\$0-249,999	1.25%	0.25%	1.50%
\$250,000-499,999	1.00%	0.25%	1.25%
\$500,000-1,499,999	0.75%	0.25%	1.00%
\$1,500,000 +	Negotiable	0.25%	Negotiable + 0.25%

EPG's fees are billed quarterly, or one fourth of the annual fee, in arrears, based upon the Client's assets in the Account. Once the Client's assets reach the higher asset bracket, the entire Account is charged the fee associated with that bracket. For example, the Client will be charged one-fourth of the annual rate of 1.25%, or 0.3125% quarterly, on amounts in the Account up to \$249,999, one-fourth of the annual rate of 1.00%, or 0.25% quarterly, if the Client's assets in the Account are above \$249,999 up to \$499,999, and so on based on the Client's assets in the Account averaged daily over the calendar quarter. Third-Party Service Provider Fees are in addition to EPG's advisory fees. Total fees for this service will not exceed 150 basis points, or 1.50% per year. The fees for both EPG and the Third-Party Service Provider are calculated as a prorated amount of the Client's average daily balance over a calendar quarter and charged in four installments at or around the end of each quarter. Client hereby authorizes the custodian to automatically debit the prorated amounts of the total fees directly from the assets in the Client's Account on a quarterly basis in arrears. If Client terminates this Agreement before the end of the quarter, EPG will deduct the prorated accrued advisory fee on the last day of the Agreement. EPG will rely upon the valuations provided by Client's custodian for each billing period.

In addition to EPG's and Third Party Service Provider's fees noted above, Client is also responsible for any fees and expenses charged by the broker-dealer and/or custodian and any investment-related sales charges, fund expenses, commissions, transactions charges or other fees.

Client and EPG have executed this Schedule A-2 as of the date listed above in the signature page to the Agreement.

EXECUTED: _____
 Client Name (Print)

 Client Name (Signature)

ACCEPTED: Equity Planning Group, Inc.

By: _____

Its: _____