

**THE L'ESPERANCE GROUP
ENGAGEMENT AGREEMENT**

Welcome to The L'Esperance Group, LLC! This Agreement is between The L'Esperance Group, LLC (the "Advisor") and _____ ("You" and/or "Client"), and outlines the terms of our engagement to provide the services set forth in this Agreement (the "Services") effective as of _____ (the "Engagement" or "Agreement").

We sincerely appreciate the confidence you have expressed in our firm and we look forward to working with you. The primary purpose of this Agreement is to spell out in everyday terms what you can expect from us and what we expect from you. We anticipate a positive, long-term and mutually beneficial relationship with you.

Services

Based upon information you furnish, The L'Esperance Group, LLC will provide the following marked Services:

- A review of the client's current retirement plan, based upon information provided by client;
- Retirement planning assistance;
- Preparation of a proposed asset allocation for consideration by client, based upon investment choices desired by the client or as may be provided by client's plan sponsor;
- Review and discussion concerning general estate planning issues (but excluding the preparation of any legal documents);
- Preparation of a comprehensive financial plan;
- Review of financial and cash management issues;
- Education funding for children or grandchildren
- Assistance with goal setting
- Review of general tax issues (but excluding tax returns and accounting)
- Risk management review
- Review of Business Succession Planning issues
- Benefit planning
- Other services (if applicable): _____

Services Not Provided

We may use outside professionals (i.e., accountants and lawyers) to help with the completion of our process. However, The L'Esperance Group does not provide tax or accounting services and will not prepare any tax returns or filings required by federal or state law. The L'Esperance Group will not provide legal advice or prepare any legal documents for the implementation of your investment or estate plan. If specific legal or tax/accounting services are required, you understand the need to engage such professionals and that such services are outside the scope of this Agreement.

Our clients are never under any obligation to purchase products or services recommended by or through The L'Esperance Group, LLC or any broker/dealer, investment advisor, or other financial services firm. You are welcome to implement advice in whole or in part through the financial or insurance services providers of your choice, at your discretion. The L'Esperance Group will not be responsible for the acts, omissions or insolvency of any other agent, broker or independent

contractor selected to take any action or to negotiate or consummate any transactions for your account. All execution and custodial services for your qualified plan will be provided by your custodian. The Advisor will not have any discretionary authority to execute securities transactions.

Your Responsibilities

The value and usefulness of the Services is dependant upon information you provide us and your active participation in the formulation of advice and investment objectives. Therefore, you agree to advise The L’Esperance Group of any changes in your financial condition, changes in qualified plan information (including plan investment options, contributions, distributions, account balances) , and to provide us with an inventory of assets or liabilities not considered under the Services. Please provide us at least quarterly with copies of your Qualified Plan statements and other financial information. You also certify the funds making up your portfolio of assets were generated by means that would be construed as “legal” in any court of law currently in existence in the United States of America. We may be required to report known or suspected illegal funds to the appropriate regulatory authorities. You agree to provide evidence of your identity and legal residence.

Term of Engagement

If you received The L’Esperance Group’s Form ADV Part II no earlier than 48 hours prior to execution of this Agreement, you may terminate the Agreement within 5 days of signature without charge. Otherwise, either party may terminate this Agreement at any time by providing written notice to the other, and is effective immediately upon receipt. The Advisor will only invoice you for time incurred and services provided through termination.

Compensation

For certain Services, The L’Esperance Group’s hourly rate for your project will be \$_____. These fees are set forth in Form ADV Part II.

We may also charge a percentage of assets under management fee (%) for our services. This fee will come off of your account on a quarterly basis.

The fee for your account is _____% per/year.

The fee for certain other Services may be based upon your net worth or income. The fee(s) are determined at the time of engagement. When applicable, this fee structure is outlined below

Net Worth (Across)	Less than \$1,000,000	\$1,000,001-\$3,000,000	\$3,000,001-\$5,000,000	\$5,000,001-\$10,000,000
Income (Below)				
Less than \$100,000	\$2,000-\$6,000	\$4,000-\$8,000	\$6,000-\$10,000	\$8,000-\$12,000
\$100,001-\$200,000	\$3,000-\$7,000	\$5,000-\$9,000	\$7,000-\$11,000	\$9,000-\$12,000
\$200,001-\$300,000	\$4,000-\$8,000	\$6,000-\$10,000	\$8,000-\$12,000	\$10,000-\$14,000

Income means your most recent individual federal income tax return (Form 1040) excluding any amounts from Schedules D and E. And, Net Worth means your assets less liabilities and equity in the primary residence and personal effects. Our proposed project fee will be \$_____.

If the scope of Services changes, additional fees may apply. The L’Esperance Group will inform you of this before engaging in additional work on your behalf. If the scope of services deviates dramatically, we may ask you to sign a new or amended agreement.

The L'Esperance Group does not accept fees that are calculated as a percentage of the capital gains or appreciation in your accounts ("performance fees"). The fees set forth are only for the Services set forth in this Agreement. You understand that you will bear transactional and other plan service fees to third parties you may engage in connection with securities transactions, custodial and/or trust services.

Confidentiality

We are sensitive to your privacy needs and protect information we collect as needed to provide Investment Advisory Services. All nonpublic personal information you furnish to The L'Esperance Group and its staff, as well as advice we provide to you, shall be treated as confidential and shall not be disclosed to outside parties, except as permitted by you, or in order to assist you in facilitating financial services through our firm or your service providers (i.e., broker/dealer, custodian, insurance company, etc.), or as required by law, any regulatory or self-regulatory authority to which the Advisor or its associated persons are subject. Your records are maintained in our business office and access is limited to the associated persons of our firm who require information in order to deliver Investment Advisory or administrative services. Former clients are provided the same privacy protections as current clients. We also adhere to all state and federal laws regarding financial privacy.

Disclosure Statements

The L'Esperance Group, LLC is a Registered Investment Advisor registered with the State of Michigan's Bureau of Financial & Insurance Services (Securities Division) and is subject to the Michigan Uniform Securities Act and the anti-fraud provisions of the United States Securities and Exchange Commission ("SEC") and securities rules of other states where the Advisor may conduct investment advisory services.

As outlined in ADV Part II at Schedule F, the Advisory Representatives of The L'Esperance Group, LLC may be Registered Representatives and Advisory Representatives of an unaffiliated and registered broker/dealer that is a member of the National Association of Securities Dealers ("NASD") and the Securities Investor Protection Corporation ("SIPC") and is also a Registered Investment Advisor. Advisory Representatives of The L'Esperance Group, LLC may recommend the investment programs, securities or insurance products offered by the broker/dealer and Advisor or insurance companies and will receive normal commissions or advisory fees if products are purchased through them, thus a conflict of interest may exist between the interests of the Advisor and its Advisory Representatives and those of our clients.

The Advisory Representatives of The L'Esperance Group, LLC may be licensed life, health and variable contract agents. Insurance products are often recommended to minimize your exposure to identified risks. When insurance products are placed, Advisory Representatives receive normal commissions paid by insurance companies. You are never under any obligation to purchase insurance products or services of any company Advisory Representatives may recommend, but are welcome to utilize these services when needs arise.

No Representations Regarding Financial Outcome

You understand that risks are inherent in any investment and that some investment decisions will result in profits and some in losses. You further understand there is no guarantee that your investment objectives will be achieved. The L'Esperance Group, LLC makes no representations or warranties regarding the financial outcome of any particular investment, your investment portfolio taken as a whole, or the investment strategies recommended

Facilitation

Prior to commencing any litigation against the Advisor, you agree to first attempt to resolve any conflicts through facilitation. In this regard, a mediator shall be selected from the list of Oakland County Approved Civil Mediators within 14 days of a request by either party to enter into facilitation. The facilitation shall be completed within 30 days after selection of the mediator. Facilitation is not binding and is intended solely to provide the parties with an impartial assessment of their legal positions in an attempt to reach a resolution prior to commencing a lawsuit. Further, either party shall only seek equitable relief in a court of competent jurisdiction, and the foregoing shall not constitute a waiver of any rights either party may have under federal or state laws. You also agree to reimburse The L’Esperance Group, LLC our actual attorney fees and expenses (including costs of collection) in collecting any fees due hereunder.

Non-Exclusive Advisory Services

Nothing in this Engagement shall limit or restrict The L’Esperance Group, LLC from rendering services to any other person or firm. The L’Esperance Group, LLC will not have any obligation to recommend for purchase or sale, for your portfolio, any security or other asset we may purchase, hold or sell for our own accounts, or recommend for the accounts of any other client.

Miscellaneous Provisions

This Agreement shall be governed by the laws of the State of Michigan. The Agreement shall inure to benefit of and be binding upon the successors and assigns of The L’Esperance Group, LLC and you. You acknowledge that nothing contained in this Agreement violates the terms and conditions of any other agreements to which you may be bound. Each provision of this Agreement shall be severable from every other provision of this Agreement and the invalidity or enforceability of any provision shall not affect the validity or enforceability of any other provision of this Agreement. Neither the Advisor nor you shall assign this Agreement without the written consent of the other. This Agreement embodies all understandings and agreements between the parties, and may only be amended by, and only to the extent evidenced by, a written document executed by you and an authorized representative of The L’Esperance Group, LLC. This Agreement shall not become effective until acceptance by The L’Esperance Group, LLC as evidenced by the signature of an authorized representative below. Any notice, demand or request required or permitted to be given hereunder shall be in writing and may be either personally served at, or mailed to, the last known mailing address of the person entitled thereto by certified mail, return receipt requested, or by a nationally recognized next-day delivery service, and will be deemed effective upon receipt. Either party may change its address for purposes of this Agreement by written notice given in accordance herewith.

If this Agreement accurately describes your understanding of our relationship, please sign below. We look forward to an Advisory relationship with you and thank you for the opportunity to be of service to you.

Client acknowledges receipt of The L’Esperance Group, LLC’s Form ADV Part II
on _____

Dated: _____

Client: _____

Dated: _____

Client: _____

Client’s Official Address: _____

ACCEPTED BY: The L'Esperance Group, LLC

Dated: _____

Authorized Officer: _____