Unilaxy

FINANCIAL PLANNING CONTRACT

This Contract is entered into by and between _____ ("**Client**"), and **Unilaxy Advisors** ("**Advisor**"), having a principal place of business at **22107 Cajun Ct, Canoga Park, CA 91303**, this _____ day of _____, 20_____. Client hereby employs Advisor, and Advisor agrees to serve, as financial planner for the Client. In consideration of the mutual benefits to be derived from this Contract, it is understood and agreed as follows:

1. Services of Advisor

Advisor shall prepare a financial plan to assist Client in defining his/her personal financial goals and objectives, and to supply analysis and recommendations as to the actions and strategies necessary to attain these goals and objectives.

- Cash Flow Analysis _____
- Insurance Analysis _____
- Investment Management _____
- Education Funding _____
- Income Tax Planning _____
- Retirement Planning _____
- Estate Planning _____
- Other: _____
- Other: _____
- Other: _____

By limiting Advisor's analysis to the specific areas indicated above, Client understands that information regarding specific issues not revealed to Advisor may have a direct impact on Client's overall financial picture and well-being.

Advisor will meet or communicate with Client as frequently as determined mutually by the Advisor and Client. Advisor will be available on a continuing basis to respond to requests of Client regarding changes to, or implementation of, recommendations made to Client. Client understands that due to the limited nature of this Contract, Advisor is under no obligation to contact client regarding changes in the financial markets or particular mutual funds or investments Advisor may have recommended.

2. Responsibilities of Client

Client recognizes that the value and usefulness of the financial planning services described herein will be dependent upon information that he/she provides and upon his/her active participation in the formulation of financial planning objectives and in the implementation of plans to attain those objectives. Client will complete one or more detailed questionnaires provided by Advisor. Client will also provide copies of insurance policies, wills and trust agreements, tax returns, and other documents as Advisor may reasonably request in order to permit a complete evaluation and to prepare her recommendations to Client. Client agrees to provide, on a timely basis, information regarding income and expenses, investments, cost basis income tax situations, estate plans, and other pertinent matters as requested by Advisor from time to time. Client also agrees to discuss needs and goals and projected future needs candidly with Advisor and to keep Advisor informed of changes in Client's financial circumstances, needs, and goals. Client acknowledges that Advisor cannot adequately perform his services on Client's behalf unless Client performs such responsibilities on his/her part and that Advisor's analysis and recommendations are based on the information provided by Client. Implementation of any portion of the financial plan is entirely at Client's discretion. Client understands that the responsibility for financial decisions is his/hers and

that he/she is under no obligation to follow, either wholly or partially, any recommendations or suggestions provided by Advisor. Client agrees that Advisor cannot guarantee the accuracy of the information or success of the advice she may provide, that the information or advice is based upon such investigations as Advisor deems reasonable, and that Advisor is not liable for errors of fact or judgment as long as she acts in good faith. Client agrees to permit Advisor to consult with and obtain information about Client from Client's accountant, attorney, and other advisors. Advisor shall not be required to verify any information obtained from Client, Client's attorney, accountant, or other advisors, and is expressly authorized to rely on the information received.

3. Compensation

Client shall pay Advisor for providing basic financial planning services, a fee of $_____. Half of this fee is payable upon signing of this Contract and the balance upon delivery of the written plan. If services include external third party consultation, research, analysis, implementation, monitoring, and investment management, other compensation methods such as commission or a fee based structure will be discussed.

For any services that are beyond basic financial planning services, including but not limited to, external third party consultation, research, analysis, implementation, monitoring, and general comprehensive financial planning services, and referred to as extended services, Client shall pay to Advisor a fee of $_____ per hour. Advisor's time, including phone conversations in excess of ten minutes, will be billed in ten-minute increments for each initial period, and billed in five-minute increments after each initial ten-minute period has transpired. Advisor is responsible for maintaining an accountability record of fees and expenses for billing purposes. Fees and expenses will be itemized and billed monthly and are due and payable within fifteen days of the invoice date. Any invoice not paid within fifteen days will be assessed interest at the rate of 18% per year (1.5% per month), as well as the costs associated with collection.

In the event Advisor's services are rendered in court, as part of a discovery process (such as giving a deposition), or in any other legal context, Advisor's time will be billed at $250 per hour, and travel time related to such services will be billed at $200 per hour. In the event Client decides to, for whatever reason, subpoena records, require a deposition or instigates any other outside legal action, Client will be responsible for all administrative and professional costs to be reimbursed at a rate of $250 per hour. In addition to the aforementioned costs, Client will be responsible for all legal and attorney fees incurred by Advisor during that process.

In addition, prior to any extended services being provided by Advisor to Client, an initial retainer of $1,000 is requested in addition to the entire fee for the initial consultation. These fees are collected at the initial consultation or prior to this consultation.

If the Client wants Advisor to provide investment management services, Client and Advisor will have to execute a separate Investment Management Contract. The terms of such services are defined in that contract and as such are separate from the terms of this Contract.

Client has up to five (5) calendar days after signing the Contract to unconditionally rescind the Contract in writing. If a written request to rescind is received, a full refund will be mailed to you within five (5) days.

4. Confidentiality

All information and advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing, or as required by law, or as permitted or contemplated by this Contract, or as necessary or desirable to enable or assist Advisor in rendering its services to Client hereunder.

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5. Assignment

This Contract will inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. Neither party hereto may amend, convey, assign, sell, hypothecate, pledge or otherwise transfer any of its rights, obligations, or interests without prior express written consent of the other party.

6. Termination

Either party may terminate this Contract at any time by providing written notice to the other party via certified mail. A refund of any unearned fees will be made based on the time and effort expended by Advisor before termination, with the exception that a full refund of any fees paid will be made if this Contract is terminated within five business days of its effective date.

7. Arbitration

At the sole and exclusive option of Advisor, any controversy or claim arising out of this Contract, or any breach thereof, or arising out of the services provided by Advisor and its employees hereunder, including but not limited to claims arising out of alleged errors and omissions relating to Advisor's obligations and duties under this Contract, shall be settled by arbitration in accordance with the Code of Commercial Arbitration of the American Arbitration Association, before one arbitrator in the City of Canoga Park, County of Los Angeles, State of California, and judgment upon the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction thereof. No punitive or non-compensatory damages shall be awarded. If any provision of this Contract is held by any court or in any arbitration to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Notwithstanding the foregoing, nothing in this paragraph will constitute a waiver of any right Client may have to choose a judicial forum to the extent such a waiver would violate applicable law(s).

8. Required Disclosures – Form ADV

Advisor is an investment advisor registered with the State of California. Advisor has delivered to Client information providing disclosures regarding Advisor’s background and business practices in Form ADV, Part II. By initialing below, Client acknowledges that it has received and read a current copy of Advisor's Form ADV, Part II, as filed with the State of California.

Client Initials _____

9. Communications

All notices, requests, demands, and other communications required or permitted to be given under this Contract shall be in writing and shall be conclusively deemed to have been duly given (i) when hand delivered to the other party; or (ii) when received when sent by telex or facsimile at the address and number set forth below; provided, however, that notices given by facsimile shall not be effective unless wither (a) a duplicate copy of such facsimile notice is promptly given by depositing same in a United States Post Office with first-class postage prepaid and addressed to the parties as set forth below, or (b) the receiving party delivers a written confirmation of receipt for such notice either by facsimile or any other method permitted under this paragraph. Additionally, any notice given by telex or facsimile shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a non business day; or (iii) three (3) business days after the same have been deposited in a United State Post Office with first class or certified mail return receipt requested postage prepaid and addressed to the parties set forth below; or (iv) the next business day after same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express and DHL WorldWide Express being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other party written notice thereof in the manner set forth above.

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10. Legal and Accounting Services

It is expressly understood and agreed that Advisor is not qualified to and will not render any legal advice nor prepare any legal documents for the implementation of Client's financial plan. Client agrees that his/her personal attorney solely shall be responsible for the rendering and/or preparation of the following: (i) all legal advice; (ii) all legal opinions and determinations; and (iii) all legal documents. Similarly, Client's tax attorney or accountant should be relied upon for Client's primary source of tax advice, tax opinions and determinations, and tax-related documents.

11. Governing Law

Investment advisory services performed by Advisor shall be in compliance with applicable state laws regulating the services provided under this Contract. This Contract and of any of its terms or provisions, as well as the rights and duties of the parties to the Contract, shall be governed by and construed in accordance with the laws of the State of California, other than as preempted by applicable Federal law and other than its laws governing conflicts of laws.

12. Entire Agreement

This Contract, together with its exhibits, which are incorporated into this Contract, constitutes the entire agreement of the parties with regard to the subject matter and supersedes any prior understanding, agreements, or contracts, oral or written, and may be amended or revised only by a written document signed by both parties.

13. Miscellaneous

13.1. Advisor is not responsible for the act, omissions, or insolvency of any agent, broker, or independent contractor selected to perform any action on behalf of Client.

13.2. No provision hereof or breach of any provision may be incurred or discharged except by written agreement of the party from whom the waiver or discharge is sought. No waiver of any breach of this Contract shall in any way be construed to be a waiver of any future or subsequent breach.

13.3. Any provision of this Contract which is prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

14. Counterparts

This Contract may be executed in one or more counterparts, and all counterparts, taken together, shall constitute one agreement, binding upon all the parties thereto.

15. CFP Board Compliance

Advisor may be asked to disclose client data to Certified Financial Planner Board of Standards, Inc. (CFP Board) as part of complying with the CFP Board's Code of Ethics and Professional Responsibility and Disciplinary Rules and Procedures. If Client prefers that Advisor does not disclose nonpublic personal information about Client to the CFP Board, Client may opt out of this disclosure by initialing on the accompanying line.

Client Initials _____

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THE UNDERSIGNED HAS/HAVE READ THIS ENTIRE DOCUMENT AND THE UNDERSIGNED AGREE(S) TO ALL THE TERMS AND CONDITIONS HEREIN, AND ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS CONTRACT.

AGREED AND ACCEPTED BY THE AUTHORIZED REPRESENTATIVES OF:

Unilaxy Advisors **(Advisor)**	**(Client)**
_____	_____
Dinesh Sah	_____
Name (Printed)	Name (Printed)
Managing Director	_____
Title	Title
_____	_____
Date	Date

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