Unilaxy

INVESTMENT MANAGEMENT CONTRACT
DISCRETIONARY
PERCENTAGE OF ASSETS UNDER MANAGEMENT
NO PERFORMANCE FEE

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 investment advisor for the Account. In consideration of the mutual benefits to be derived from this Contract, it is understood and agreed as follows:

1. Definitions

For purposes of this Contract, the following terms shall have the following meanings ascribed to them: (i) "**Account**" shall mean and refer to that certain account created and/or maintained by this Contract and consisting of (a) any and all Securities and (b) other assets of Client made the subject of this Contract as part of the Account; (ii) "**Advisor**" shall mean and refer to Unilaxy Advisors, a California sole proprietorship; (iii) "**Advisors Act**" shall mean and refer to the Investment Advisors Act of 1940, as amended; (iv) "**Anniversary Date**" shall mean and refer to (a) the last day of that calendar month immediately preceding that month in which this Contract is duly and fully executed and delivered, if such execution and delivery occurs on or before the fifteenth (15th) day of a calendar month or (b) the first day of that calendar month immediately succeeding that month in which this Contract is duly and fully executed and delivered, if such execution and delivery occurs on or after the sixteenth (16th) day of a calendar month; (v) "**Assets**" shall mean and refer to the Securities and cash or cash equivalents constituting the Account in the aggregate; (vi) "**Client**" shall mean and refer to that person, firm or entity, other than Advisor, whose name is subscribed to this Contract; (vii) "**ERISA**" shall mean and refer to the Employee Retirement Income Security Act of 1974, as amended; and, (viii) "**Securities**" shall mean and refer, generally, to any one or more of those items listed and described in Section 202(a)(18) of the Advisors Act.

2. Discretionary Authority

Upon execution and delivery of this Contract, Advisor will have full power and authority to supervise and direct the investment of Assets in the Account, including the power and authority to buy, sell, exchange, convert and otherwise effect transactions in any stocks, bonds, and other Securities, all without prior consultation with Client. Client hereby appoints Advisor as Client's attorney-in-fact for purposes of exercising the foregoing power and authority and discharging Advisor's other obligations under this Contract. If and in the event that Client wishes to have the Account managed by Advisor subject to certain investment objectives and/or restrictions, it will be Client's responsibility to notify Advisor, in writing, of the investment objectives of the Account and of any changes or modifications thereto as well as any specific investment restrictions applicable thereto and to give Advisor prompt written notice thereof if Client deems any investment recommendation or action made or taken by Advisor for the Account to be in violation of such objectives or restrictions. Any and all such Client imposed objectives and/or restrictions, to be effective, must be acknowledged by the Advisor in writing. Unless Client so notifies the Advisor of specific restrictions and/or investment objectives, the investments recommended for, or actions taken on behalf of the Account, shall be deemed not to be restricted (and to be in accord with Client's investment objectives) under the current or future laws of the federal government or of any state or by virtue of this or any other contract or instrument purporting to bind the Advisor or the Client.

2.1. Margin

Advisor shall not have the power and authority to invest in, trade, buy and sell Securities on margin unless authorized in writing by Client.

2.2. Short Sales

Advisor shall not have the power and authority to sell Securities short and cover such sales unless authorized in writing by Client.

2.3. Securities Limitation

Notwithstanding any other term or provision set forth in this Contract, any Security (other than evidences of indebtedness) as to which Advisor exercises its power and authority shall be limited to those Securities which are traded on a national securities exchange or in interstate or national over-the-counter markets and/or for which market quotations are readily available.

3. Custody; Transaction Procedures; Withdrawals

3.1. Custody

Client has appointed or will appoint a custodian ("**Custodian**") to take and maintain possession of all of the assets of the Account. Neither Advisor nor any "affiliate" (as defined in the rules and regulations under the Securities Act of 1933, as amended) will be the Custodian. Advisor will have no liability with respect to custodial arrangements or the acts, conduct, commissions or omissions of the Custodian.

3.2. Transaction Procedures

Advisor may issue such instructions to the Custodian as maybe appropriate in connection with the settlement of transactions initiated by the Advisor pursuant to Paragraph 2. above.

3.3. Withdrawals

Advisor will be under no duty to supervise or direct the investment of any Assets that are not in the Account in the custody of the Custodian or readily available for delivery to the Custodian by the settlement date of any proposed transaction. Nothing in this Contract shall be deemed or construed to require Advisor, nor shall Advisor have any duty or responsibility, to render its investment advisory services with respect to (and to the extent of) any assets withdrawn from the Account at any time or from time to time (either physically from the Custodian, or by Client and/or Advisor book entry indicating that Advisor is not charging or has ceased charging Client compensation therefore), for any reason whatsoever, by either Advisor or Client. As, with respect to, and to the extent of any such assets so withdrawn from the Account, Advisor shall thereafter cease being, and shall not thereafter be deemed or construed to be, an investment Advisor (even though it may continue being an investment Advisor with respect to the balance of Assets in the Account). If and to the extent that Client gives his/her/its written or oral instructions to Advisor with respect to the purchase and/or sale of Securities not recommended by Advisor, such instructions shall be deemed and construed to supersede and relieve Advisor of its duties, obligations, liabilities and responsibilities to Client with respect to those Assets constituting the Account as to which such instructions are given. On the other hand, Advisor, in the rendition of its duties to Client and the Account hereunder, shall be entitled and have the right and obligation to ignore (i) any instructions given by or on behalf of Client which are not reduced to writing and (ii) any written or oral statements of Client's desires and wishes which do not rise to the level of a clear and specific investment instruction or restriction.

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4. Brokerage

Advisor will enter orders for securities transactions in the Account with such brokers, dealers, or issuers as Advisor may select (unless the Client directs the brokerage as described below).Orders will be entered for execution on such markets, at such prices, and at such rates of broker-dealer compensation as Advisor deems appropriate. In selecting brokers or dealers, and in determining appropriate levels of broker-dealer compensation, Advisor will take into consideration not only the available prices and rates of broker-dealer compensation, but also other relevant factors, including execution capabilities and the range and quality of research and other services provided by such brokers or dealers that are expected to provide Advisor with lawful and appropriate assistance in Advisor's investment decision making process, without Advisor having to demonstrate that any such broker/dealer selection is for the direct benefit of Client or the Account. Client understands that under some circumstances the broker-dealer compensation it pays may exceed the compensation that could be obtained from another broker or dealer, particularly if such other broker or dealer were not providing research or other services. In those cases where Client directs transactions to a particular broker or dealer (directed brokerage arrangement), Client is hereby advised that Advisor might be in a better position to (i) negotiate commissions and (ii) arrange “best execution” if brokerage was not so directed by the Client. Client is hereby apprised of the fact that Advisor has, in the past, and anticipates that it will, in the future, direct brokerage to certain brokers or dealers who have referred clients to Advisor; and, under such circumstances, Client is not, in all instances, assured of best execution and/or lowest commissions and/or broker/dealer compensation. Advisor will have no liability with respect to the acts, conduct, commissions or omissions of any such broker or dealer.

5. Fees

The initial term of this Contract shall be for a period of one (1) year commencing on that date that this Contract is duly and fully executed and delivered and shall be automatically extended for successive periods of one (1) year each, except that: Client may rescind this Contract at any time within five (5) days of its execution and delivery, by written notice delivered to Advisor. Advisor's compensation for services hereunder will be calculated and paid, in accordance with that certain fee schedule marked “Exhibit A” attached hereto and made a part hereof by this reference. Without limiting the generality of the foregoing, it is understood and agreed that:

5.1. Client shall pay to Advisor an amount, per quarter (“Asset Based Fee”) based on Advisor's Advisor Fee Schedule (Exhibit A hereto) stated as a percentage of the “fair market value” of the Account as of the relevant calculation date. The Asset Based Fee shall be paid quarterly in arrears at the end of each calendar quarter based on the fair market value of the Account being managed by Advisor at the close of trading on the last business day of the quarter. Accounts to which additional contributions are made during a calendar quarter shall have such contributions treated for purposes of calculating the Asset Based Fee as if such contribution was made on the first day of the calendar quarter in which actually made.

5.2. If an Account is taken in and accepted by Advisor on other than the first day of a calendar quarter, an adjustment to the Asset Based Fee will be made by prorating that portion of the Asset Based Fee for that calendar quarter with respect to such Account. The prorating shall be based on the number of days remaining in such calendar quarter in which such initial contribution is made by/for such Account.

5.3. Client hereby authorizes Advisor to bill the Custodian/Broker directly for, and has authorized or will authorize the Custodian/Broker to pay to Advisor directly the fees described above. Advisor's bill, which Advisor will send to Client and the Custodian simultaneously, will state the amount of the fee for the period in question, the value of the Client's assets on which the fee is based, and the manner in which the fee was calculated. The Custodian has agreed (or Client will obtain such agreement from the Custodian) to send to Client atleast quarterly a statement indicating all amounts disbursed

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from the Account, including the amount of fees paid directly to the Advisor. The schedule of fees (Exhibit “A” hereto) may be amended from time to time by Advisor upon thirty (30) days' prior written notice thereof to Client.

6. Reports

As soon as practicable after the end of each calendar quarter, and in no event less than semiannually, Advisor will send to Client a statement reflecting cash and market values of securities in the Account computed as of the last business day of that quarter. Values will be based on quotations Advisor believes to most accurately indicate market values or, if no quotations are available, they will reflect the Advisor's good faith estimates. Advisor wills end these reports to the address set forth below or such other address to which Client may request in writing that they be sent. Client will provide, or instruct the Custodian to provide, Advisor with such reports as to the status of the Account as Advisor may reasonably request. Client acknowledges that Advisor will not be responsible for the accuracy of any information disclosed in any such report provided to the Advisor by any third party.

7. Voting of Securities

Advisor will not be required to take any action or render any advice with respect to the voting of securities in the Account, and Advisor is specifically and by Client's instruction, hereby given, precluded from doing so.

8. 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.

9. Non-exclusive Relationship

Client recognizes and acknowledges that Advisor performs investment management services for various clients. To the extent practicable, Advisor will attempt to allocate investment opportunities among its various clients, including Client, on a basis that is, over time, fair and equitable to all clients. Client agrees that Advisor may give advice and take action with respect to its other clients that may differ from advice given or the timing or nature of action taken with respect to the Account. Advisor will have no obligation to purchase or sell for the Account, or to recommend for purchase or sale by the Account, any security hat Advisor, its principals, its affiliates, or its employees may purchase for themselves or for other clients. Client further recognizes that transactions in a specific security may not be accomplished for all of Advisor's clients' accounts at the same time or at the same price. Client understands and agrees that nothing in this Contract or in the relationship thereby created precludes Advisor or any partner, principal or employee thereof from acting, alone or in conjunction with others, as a director, officer, employee, or creditor of any corporation, trustee of any trust, partner of any partnership, or administrative official of any other business entity, from receiving any compensation for services as an investment advisor with respect to, or participating in the profits derived from, the investments of any such corporation, trust, partnership or business entity, or from investing insecurities for his/its own account, <u>except that</u>: (i) Advisor shall not, as principal, buy Securities from or sell Securities to Client without, first, fully disclosing to Client such proposed transaction or activity and acquiring from Client, Client's informed written consent thereto; and, (ii) with respect to Advisor's (or its affiliates, principals, partners or employees) purchase or sale of Securities for its own account, such securities being held or to be held, substantially concurrently, by the Account, Advisor shall adhere to those routines and procedures set forth in Part II, Schedule F, of Form ADV which it has filed with the Securities Exchange Commission (“SEC”)..

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10. Assignment; Notice of Change in Membership

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. Advisor shall notify Client of any change in its membership if, as and to the extent required by the Advisor's Act.

11. Termination

The parties may terminate this Contract as follows:

11.1. Upon inception of the investment advisory relationship created by this Contract, Client may terminate the Contract within five (5) business days of the later to occur of (i) Client's execution of this Contract or (ii) Client's delivery of the executed (by Client) Contract to Advisor; and, in the event of any such termination by Client, any advisory fees prepaid by Client to Advisor shall be immediately refunded, in full, by Advisor to Client; and,

11.2. At any time during the investment advisory relationship created by this Contract, and providing that section 11.1., hereinabove, is inapplicable, this Contract may be terminated by either party hereto (Advisor and/or Client) upon the giving, at any time, of thirty (30) days' prior written notice thereof via certified mail; and, in the event of such termination, Advisor will owe Client a pro rata portion of the fees prepaid by Client pursuant to the "Fees" provision of this Contract, above, calculated to the effective date of termination.

12. Standard of Care

The parties agree that the sole standard of care imposed on Advisor by this Contract is to act with the care, 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 like character and with like aims; provided, however, that the federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and, therefore, nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under any federal securities laws.

13. 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).

14. Other Representations and Agreements

14.1. ERISA

If the Account is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (i) Advisor acknowledges that Advisor is a "fiduciary" within the meaning of that Act; (ii) Client acknowledges that Client is a "named fiduciary" with respect to the control or management of the assets in the Account, (iii) Client agrees to obtain and maintain a bond satisfying the requirements of Section 412 of ERISA and to

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include Advisor and Advisor's principal's agents and employees among those insured under that bond, and (iv) Client will deliver to Advisor the governing plan documents. In no event shall Advisor be deemed or construed to be an “investment manager” within the meaning of ERISA.

14.2. 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 _____

14.3. Registration

Advisor represents that it is registered as an Investment Advisor under the Advisors Act and that such registration will be kept effective during the term of this Contract.

14.4. Client's Authorization

Client represents that employment Advisor is authorized by all, and that Advisor's hiring hereunder, has been undertaken in accordance with and is not inconsistent with any documents and applicable procedures governing or relating to the Account. Client will furnish Advisor with true and complete copies of any and all such documents.

14.5. Title to Assets

Except to the extent Client has notified, or in the future notifies, Advisor in writing, Client represents that the assets in the Account belong to Client, free and clear of any and all liens and encumbrances.

15. 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.

16. 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.

17. 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.

18. 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.

19. Miscellaneous

19.1. 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.

19.2. 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.

19.3. 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.

20. 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.

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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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FEE SCHEDULE (Exhibit A)

Fair Market Value[1] of Assets Under Management (The "Account")	Fee
Minimum Fee	$10,000
(1) $0 up to $15 million	1% of fair market value in excess of $0 (minimum fee of $10,000).
(2) $15 up to $30 million	Fee of category (1), plus .750% of fair market value in excess of $15 million.
(3) $30 up to $45 million	Fee of category (2), plus .625% of fair market value in excess of $30 million.
(4) Over 45 million	Fee of category (3), plus .500% of fair market value in excess of $45 million.

Fees are billed quarterly in arrears and are billed directly to Custodian/Broker unless stated otherwise in the section below.

Special Billing Instructions:

_____

_____

_____

_____

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_____

[1] Fair market value to be determined by appropriate means as of the close of trading on the last business day of the calendar quarter and, if and as applicable, on any anniversary date thereof and thereafter.

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