Unilaxy

THIRD PARTY INVESTOR REFERRAL CONTRACT

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

1. Services of Referrer

Referrer shall from time to time refer prospective investors to Advisor. It is understood that Referrer and Referrer's associate have proper registrations and licenses to market the services of Advisor. It is further understood that Referrer shall not itself actively engage in any marketing activities for the Advisor without appropriate government registrations. In lieu of these registrations, Referrer's activities with respect the Advisor shall be limited to referring to Advisor the names of prospective investors.

2. Records

Each party shall have the right to reasonable inspection of the other party's records to verify the party's compliance with this Contract.

3. Compensation

In consideration of Referrer's services hereunder, Advisor shall pay Referrer a fee equal to a percentage, according to the following table, of the Advisor's net management fee, which is the incentive allocation fees after all incidental expenses are deducted, related to investors referred to the Advisor by the Referrer ("Referred Investors"). Referrer may from time to time use an associate for the referral of prospective investors. Under no circumstance shall the sum of the consideration paid to Referrer and Referrer's associate total more than 25% of the Advisor's net management fee.

Dollars from Referred Investors	**Percentage of Advisor's Net Management Fee shared with Referrer**
0 up to 1 million	10
1 up to 2.5 million	15
2.5 up to 5 million	20
Over 5 million	25

Advisor shall pay the fees to Referrer for so long as the Referred Investor remains invested with the Advisor. Advisor shall remit payments to Referrer within 30 days of Advisor's receipt of monthly incentive allocation fees on Referred Investor's capital account with the Advisor, and provide a brief explanation of how payment was calculated.

An investor who was referred to the Advisor during the term of this Contract and who did actually contribute capital to the capital accounts with the Advisor within 6 months of the termination of the Contract, but not afterward, shall be deemed a Referred Investor.

4. Indemnification

Each party shall indemnify the other against any loss, liability, damage, or expense the indemnified party or principal thereof incurs (other than as a result of a settlement not approved by the indemnifying party) as a result of the negligence or misconduct of the other party. Advisor may

offset its obligation to pay fees to the Referrer against any indemnification obligation Referrer may have to Advisor or its principals.

5. 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.

6. 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.

7. Termination

This Contract shall continue for five years from the date hereof, unless terminated by a party. Either party may terminate the Contract, without cause, on 30 days prior written notice to the other party via certified mail.

Termination (by either Advisor or Referrer) shall not affect Referrer's right to receive the fee with respect to the prospective investors he/she had referred to the Advisor prior to the termination date, but Referrer agrees that in the event of termination he/she shall cease all referral or other activities with respect to the Advisor.

8. 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 Referrer may have to choose a judicial forum to the extent such a waiver would violate applicable law(s).

9. Required Disclosures – Form ADV

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

Referrer Initials _____

10. 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

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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.

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. 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.

13.2. 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.

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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)**	**(Referrer)**
_____	_____
Dinesh Sah	
Name (Printed)	Name (Printed)
Managing Director	
Title	Title
_____	_____
Date	Date

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