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FINANCIAL RISK MANAGEMENT CONSULTING CONTRACT

This Contract is entered into by and between _____ ("**Client**"), having a principal place of business at _____,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 risk management consultant for the Client. In consideration of the mutual benefits to be derived from this Contract, it is understood and agreed as follows:

1. Services to be Performed

In order to build desired investment identification and monitoring, portfolio optimization and financial/forecast model(s), Client and Advisor are desirous of entering into a two week engagement to review the existing Client model(s) and change and/or enhance the model(s) as desired by the Client. Since the exact nature of the model(s) and the changes and/or enhancements is not known beforehand, the actual time required to perform the changes and/or enhancements may be different. The details of the engagement are as outlined next.

2. Duration

The services shall commence on _____ and shall continue until _____.

3. Responsibilities

3.1. Advisor Responsibilities

Consultant(s) of Advisor will provide the following services on a TIME and MATERIAL basis. Tasks will include but are not limited to:

- review the existing model(s)
- change and/or enhance the model(s) as desired by the Client

3.2. Client Responsibilities

Client will provide access to systems, documents, and other resources for conducting the study and analysis. Client will provide equipment (e.g. computer, network access, phone) and software required to perform job functions.

3.3 Deliverables

Consultant(s) of Advisor will provide the model(s) after making changes and enhancements as desired by the Client. Since the exact nature of the model(s) and the changes and/or enhancements is not known beforehand, the actual time required to perform the changes and/or enhancements may be different. Since the workload may be more than what can be reasonably completed in two weeks time, the Consultant(s) and Advisor are not bound to deliver the desired changes in the two week time period. If more time is required, then Client agrees to provide additional time at the prearranged rates.

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.

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.

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. Payment

Client agrees to pay Advisor for the services described herein at the daily rates specified below. Payment terms would be 15 days net. The standard rates table is as follows:

Location	Standard Rate

16. Staffing

Resource	Location	Role	Start Date	End Date

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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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