

**INVESTMENT MANAGEMENT AGREEMENT
FMI Technologies, LLC**

FMI Technologies, LLC, a New Jersey limited liability company having its principal place of business at 615 Pavonia Avenue, Jersey City, NJ 07306 (the "**Adviser**"), and _____ having its principal place of business or address at _____ (the "**Client**") enter into this Investment Advisory Agreement (the "**Agreement**") as of the ___ day of _____, 2022 (the "**Effective Date**"). This Agreement sets forth the terms and conditions with regard to the investment management services Adviser will provide Client and the responsibilities of the parties.

Terms and Conditions

1. Adviser's Discretionary Authority and Responsibilities

Client has hired Adviser to act as his or her investment adviser to perform the services described in this Agreement. Specifically, Client grants Adviser full power to direct, manage, and change the investment and reinvestment of the assets in its account (the "**Account**"). Adviser's authority over Client's investments includes discretionary authority to purchase and sell securities for Client's account in accordance with Client's objectives as Client has communicated them to Adviser, to submit aggregated trade orders for Client and others in order to obtain best execution, and to give instructions concerning these transactions to the broker-dealer(s) and other custodians with which Client's account(s) are held. Adviser is not required to first consult with Client before placing any specific order or obtain specific authorization from Client for each specific transaction.

Adviser may invest, buy, sell and trade Client's account, whether, long or short, positions in equity securities, options on equities, exchange traded funds and exchange traded notes. The Adviser may periodically maintain all or a portion of Client's account in money market instruments and other cash equivalents.

Client must complete Appendix A - "*Client Profile Questionnaire*" to this Agreement, which will provide Adviser with information regarding Client's financial profile and accreditation status.

Adviser will monitor Client's account on an ongoing basis and conduct periodic portfolio reviews with Client. Adviser will generally be available to discuss Client's account during normal business hours and may contact Client periodically. Adviser will attempt to meet with Client at least annually to discuss Client's investment needs, goals and objectives. Adviser will also review Client's account performance and the continued suitability of investments recommended by Adviser for Client at least monthly.

Client authorizes Adviser to respond to inquiries from, communicate and share information with Client's accountants, attorneys, advisers and other consultants or professionals as deemed necessary by Adviser to provide its services to Client and/or as requested by Client.

2. Client's Understanding, Responsibility, Acknowledgment and Acceptance of Certain Risks

Client acknowledges that he/she understands Adviser's services, and the terms and conditions of this Agreement and has had an opportunity to ask questions about them.

Client also understands that investments made for Client's account are subject to general market, currency, economic, political and business risks, as well as the risk associated with investments in individual securities and agrees to accept those risks.

Client acknowledges that Adviser's past performance and advice regarding Client's account cannot guarantee future results. As with all market investments, Client investments can appreciate or depreciate and Adviser does not guarantee or warrant that the services it offers will result in a profit or perform in any particular way. Client also understands that there are no guarantees that his or her investment goals or objectives will be met or that any investment strategy selected by Adviser for his or her account will be successful in achieving its long-term objectives or perform within the target risk limitations conveyed to the Adviser. Client further understands and acknowledges that the performance of the Account may differ from other accounts and investment vehicles managed by the Adviser, including but not limited to, Dilaton Equities Fund, LP, a Delaware limited partnership, that pursue the same or a similar investment strategy as the Account. Client also understands that his or her account is not insured and that the value and return of the account and the investments in the account will fluctuate over time. At any point in time, Client's portfolio may be worth more or less than the amount originally invested in the account.

Client agrees to notify Adviser before making any withdrawals or transfers from Client's account to allow Adviser to manage the impact of the withdrawal on Adviser's trading in the account. If Client fails to notify Adviser of any withdrawals or transfers, Adviser may immediately discontinue services and cancel this Agreement and will not be liable for any brokerage fees related to Client's failure to notify Adviser of withdrawals and transfers. Except as otherwise instructed by Client in writing, all dividends, interest or other income earned by the account will be retained in the account.

All purchases and sales of securities pursuant to this Agreement shall be for Client's account and not for the account or at the risk of Adviser. Client agrees to pay any debit balance in the account promptly, on demand of Adviser or the broker carrying the account.

Client understands that Adviser will not consider any other securities, cash or other investments Client owns unless Client has told Adviser to do so in written instructions provided.

3. Fees and Expenses; Invoicing

Performance Fee. The Adviser shall also receive a monthly performance fee (the "**Performance Fee**") equal to thirty percent (30%) of the Net Capital Appreciation of the Client's account charged at the end of each calendar month (the "**Performance Period**"). On the last business day of each Performance Period, the Net Asset Value of the Client's account shall be calculated on the basis of realized and unrealized gains and losses on investments in the account. The initial Performance Period will begin on the Effective Date and end on the last day of such Performance Period.

"**Net Asset Value**" shall mean the value of Account assets determined on the last business day of a calendar month by adding (A) (i) the aggregate Fair Market Value of the Account's investments; (ii) the aggregate un-invested cash balances of the Account; (iii) the aggregate Fair Market Value of such assets as would generally be considered pre-payments of expenses to be amortized over future periods; and (iv) the aggregate Fair Market Value of all dividends and distributions payable in cash, stock or other property received by the Account and the face value of all notes and other receivables and (B) deducting from the total sum obtained under (A) above any liabilities and expenses due, including Account expenses (but excluding the Performance Fee).

"**Fair Market Value**" for investments which are listed on one or more United States or foreign securities exchanges or are traded on a recognized over-the-counter market (including the NASDAQ), or for which market quotations are available shall be valued at their last reported sales price on the date of determination on the primary exchange or market on which such Investments are traded or, if no sale occurred on the valuation date, the value for long positions shall be the "last bid" and the value for short positions shall be the "last ask" (or, if on such date securities markets were closed, then the last preceding business day on which they were open). Securities in the form of options listed on a securities exchange will be valued at the last reported sales price on the date of determination on the primary exchange or market on which such securities are traded or, if the last sales price does not fall between the "last bid" and "last ask" price for such options on such date, such options will be valued at the mean between "last bid" and "last ask" prices on the date of determination.

"**Net Capital Appreciation**" shall mean, with regard to any Performance Period, the difference between the Net Asset Value of the Account at the beginning of the Performance Period (after giving effect to withdrawals for the preceding Performance Period and capital contributions for the current Performance Period) and the Net Asset Value of the Account at the close of the same Performance Period (before giving effect to withdrawals for such Performance Period). Any increase in the Net Asset Value shall be deemed Net Capital Appreciation. For purposes of calculating Net Capital Appreciation, both realized and unrealized gains and losses shall be included.

Adviser may amend and/or increase the fees set forth herein if Adviser provides Client with written notice of the amendment 30 days in advance.

At the end of each calendar month, Adviser shall provide Client with an invoice outlining the Performance Fee then due, if any, itemizing the formula used to calculate such fee, the value of assets under management on which the fee is based, and the time period covered by the fee. Such fee shall be paid to the Adviser within fifteen (15) calendar days following the issuance of such invoice. Client authorizes the Performance Fee, if any, to be deducted from Client's Account at Custodian.

All brokerage commissions, custodial fees, stock transfer fees, transaction fees, charges associated with investments made, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees and other similar charges incurred in connection with transactions for Client's account imposed by unaffiliated third parties will be paid out of the assets in the account and are in addition to the fees paid by Client to Adviser.

Upon termination of this Agreement, the Adviser shall issue an invoice outlining the Performance Fee, if any, that has not been collected. Any such fee shall be paid to the Adviser within fifteen (15) calendar days following the issuance of the invoice. Client authorizes the Performance Fee, if any, to be deducted from Client's Account at Custodian.

4. Custody of Assets and Brokerage of Transactions

Client has appointed Alpaca as broker and custodian (collectively, the "**Custodian**") to take and have possession of the assets (including funds and securities) in Client's account and to execute securities transactions. Client's relationship with the Custodian will be governed by a separate custody/brokerage account agreement between Client and the Custodian. Adviser shall not be liable to Client for any act, conduct or omission by the Custodian in its capacity as broker or custodian. Adviser shall not be responsible for ensuring Custodian's compliance with the terms of the brokerage account or payment of brokerage or Custodian charges and fees. Client shall be responsible for brokerage expenses that are billed directly by the Custodian. If the identity of Client's Custodian changes, Client will provide Adviser with prompt, written notice of the change. Client authorizes Adviser to receive from the Custodian a copy of any custody agreement in effect at any time with respect to the account. In addition, Adviser and Client may choose to move some or all of the assets Adviser is managing for Client to another Custodian. The parties will record this agreement in a separate writing and do not need to amend this Agreement or form a new Agreement to effectuate this change.

Client authorizes Adviser to direct and place all orders for the execution of transactions with or through the Custodian, give instructions to the Custodian with respect to all investment decisions regarding the assets, and request information about the brokerage account from the Custodian under Client's independent, exclusive agreement with the Custodian. The Custodian is hereby authorized and directed to effect transactions and otherwise take such actions as Adviser shall direct in connection with the performance of Adviser's obligations related to the assets under this Agreement. Client will execute any instructions regarding Adviser's trading authority required by the Custodian.

Client understands that by instructing Adviser to execute all transactions on behalf of the account through the Custodian, Client may not necessarily obtain commission rates and execution as favorable as possible and Adviser will generally not attempt to negotiate commissions on behalf of Client. Client acknowledges that directing brokerage activities solely to the Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable.

The assets in the account remain in Client's possession at all times and in the custody of the Custodian. At no time will Adviser accept, maintain possession or have custodial responsibility for Client's funds or securities. Client funds and securities will be delivered between Client and the Custodian only.

Client acknowledges that the Custodian will provide duplicate confirmations and/or electronic access to Adviser for all trades in Client's account. The Custodian will also promptly send Client copies of confirmations of transactions executed and an inventory of investments. Client will also receive regular account statements from the Custodian. Adviser does not assume responsibility for the accuracy of information furnished by the Custodian or any other third party.

If Client requests, Adviser will arrange for the execution of securities brokerage transactions for the account through broker-dealers that Adviser reasonably believes will provide best execution. In seeking best execution, Adviser will select a broker that gets Client a favorable deal based on the broker's execution quality, research and other services, commissions and fees, the quality of the brokerage services provided, and responsiveness. Although Adviser will seek competitive commission rates, it may not always necessarily obtain the lowest possible commission rates for Client's transactions.

5. Valuations

The Custodian will perform all valuations for the account. Adviser may rely on these valuations. Any valuation shall not be deemed to be a guarantee of any kind by Adviser regarding the value of the assets in Client's account.

6. Non-Exclusivity

Client acknowledges that Adviser shall be free to render investment advice to others and Adviser does not make its investment management services available exclusively to Client. Client also understands that Adviser provides investment advisory services to multiple clients with different economic needs and agrees that Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or action taken regarding Client's account. Nothing in this Agreement shall impose on Adviser any obligation to Client to purchase, sell or recommend for purchase or sale any security that Adviser, its principals, affiliates, officers, members

or employees may purchase or sell for their own accounts or for the account of any other client if in the sole and absolute discretion and reasonable opinion of Adviser it is not for any reason practical or desirable to acquire a position in such security for Client's account.

Client understands that conflicts of interest could exist between Client's account and other clients including with respect to the allocation of investment opportunities, time, and resources between Client and other clients. Adviser will regularly monitor the performance and investment portfolio of Client while also fulfilling its duty to manage other client accounts. Adviser may determine in its sole discretion to allocate certain investment opportunities to its other clients and not Client and vice versa. Adviser may also pursue and execute trades in the same or different securities for Client and other clients at different times and it may purchase or hold securities for Client at the same time as it sells such securities for other clients or sell securities for Client at the same time that it purchases or holds them for other clients. Although Adviser will use its best efforts to manage all client accounts consistently, factors including date of account opening, account additions, withdrawals, and different investment choices may lead to different investment performances for similarly situated clients. Client also acknowledges that transactions in a specific security may not be accomplished for all clients at the same time at the same price.

7. Aggregation of Trades

Transactions for Client's account will generally be effected independently of transactions in other client accounts, unless Adviser decides to purchase or sell the same securities for several clients at approximately the same time. Adviser may, in its discretion, combine transactions in the same securities for multiple clients at approximately the same time to obtain best execution, negotiate more favorable commission rates or fairly allocate differences in prices, commissions and other transaction costs among clients. When Adviser aggregates transactions, it will (or have the Custodian) average the executed prices of the aggregated transactions and allocate the transactions in proportion to the orders placed for each client on any given day. Client's account will be deemed to have purchased or sold its proportionate share of the instruments involved at the average priced obtained. Adviser will not receive any additional compensation or remuneration from aggregating multiple client orders.

8. No Illegal Investments or Transactions

In no event is Adviser obligated to make any investment or enter into any transaction that Adviser believes in good faith would violate any federal or state law or regulation.

9. Inside Information

Client acknowledges that Adviser obtains information from a wide variety of publicly available sources and does not claim to have sources of material nonpublic ("inside") information. Adviser is not obligated to seek any inside information about any issuer of securities. Nor is Adviser obligated to purchase or sell, or to recommend for purchase or sale for Client's account, the securities of any issuer on the basis of any inside information that may come into Adviser's possession.

10. Proxies

Adviser is not required to take any action or render any advice with respect to the voting of proxies regarding the issuers of securities held in Client's account except as may be directed by Client or otherwise required by law. Client is responsible for all decisions concerning the voting of proxies for securities held in his or her account, and Adviser cannot give any advice or take any action with respect to the voting of these proxies. Also, Adviser shall have no responsibility to render legal advice or take any legal action on Client's behalf with respect to securities then or previously held in the account or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. Client remains responsible for: (i) directing the manner in which proxies solicited by issuers of securities will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities in the account.

Adviser will instruct the Custodian to forward copies of all proxies and shareholder communications relating to the assets in the account, including information concerning legal proceedings or corporate actions involving securities in the account to Client and not Adviser. The Custodian, and not Adviser, is responsible for timely transmission of any proxy materials to Client.

11. Reports

Adviser will provide Client with written unaudited monthly reports for the account as soon as reasonably possible after the end of each calendar month. These monthly reports will provide Client with a comprehensive overview of the

account's market valuation and relative market performance. Adviser is not required to verify any information received from Custodian and is expressly authorized to rely on it in performing Adviser's services and in providing reports. Adviser cannot and does not guarantee the accuracy or completeness of any report or any other information provided to Client or Adviser by the Custodian or another service provider to Client.

Client agrees to carefully review upon receipt all confirmations, statements and reports sent by Custodian to Client and compare those to the reports received from Adviser. Client must notify Adviser and/or the Custodian of any discrepancy or unauthorized activity.

12. Legal, Tax and Accounting Advice

Client expressly understands and agrees that Adviser is not qualified to, and does not purport to provide, any legal, accounting, estate, actuary, or tax advice or to prepare any legal, accounting or tax documents. Nothing in this Agreement shall be construed as providing for such services. Client will rely on his or her tax attorney or accountant for tax advice or tax preparation. Even if Adviser's reports to Client may be used to assist Client in preparing tax returns, the reports do not represent the advice or approval of tax professionals. But Client may request Adviser to provide assistance in the coordination of estate and tax planning with Client's designated estate and tax Advisers.

Client agrees to review the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for tax-related information. Client acknowledges that any sales, exchanges or dispositions of securities may have federal and/or state income tax consequences for Client and may result in Client having to pay additional income taxes.

13. Non-Waiver of Compliance

Nothing in this Agreement, including any condition, stipulation or provision, may be interpreted to waive or limit any obligation of Adviser to comply with the Advisers Act or any rights that Client may have under applicable federal and state securities laws, rules and regulations.

14. Termination and Cancellation

This Agreement will continue in effect until terminated by either party. Client may terminate this agreement upon forty-eight (48) hours written notice to the Adviser. Adviser may terminate this Agreement upon thirty (30) days written notice to the Client.

In the event that either party terminates this Agreement, any fees will be prorated to the date of termination and Client will be refunded any unearned portion of those fees. Termination of this Agreement will not affect:

- a. The validity of any action previously taken by Adviser;
- b. Any liabilities or obligations of the parties for transactions initiated before termination; or
- c. Client's obligation to pay and Adviser's right to retain fees for services rendered under the Agreement.

If a party terminates this Agreement, Adviser is not obligated to recommend or take any action with regard to the securities, cash or other investments in Client's account or liquidate any assets in Client's account after the termination date. It shall be Client's exclusive responsibility to provide written instructions to Adviser regarding any assets in the account following termination.

Upon termination of this Agreement, the Adviser shall issue an invoice outlining the Performance Fee, if any, that has not been collected. Any such fee shall be paid to the Adviser within fifteen (15) calendar days following the issuance of the invoice. Client authorizes the Performance Fee, if any, to be deducted from Client's Account at Custodian.

15. Binding Effect, Successors and Assigns, Assignment and Ownership Changes

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors, administrators, conservators, personal representatives, successors in interest, successors in trust, and permitted assignees.

Neither Client nor Adviser may assign this Agreement within the meaning of the Advisers Act and/or any applicable state securities law without the express prior written consent of the other party. Should there be a change of control of Adviser, the successor Adviser will notify Client in writing within a reasonable time after such change and continue to provide the services previously provided to Client by Adviser. If Client continues to accept the services provided by the successor without written objection during the sixty (60) days after receipt of the written notice from the successor,

the successor may assume that Client has consented to the assignment and the successor will become the Adviser to Client under the terms and conditions of this Agreement.

Client acknowledges that transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act and/or any applicable state securities law.

16. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to its conflict of laws principles. The Agreement shall also be construed in a manner consistent with the Advisers Act and the SEC rules and regulations under that Act and nothing in this Agreement shall be construed in any manner inconsistent with the Advisers Act or any SEC rule, regulation or order promulgated thereunder and applicable to Adviser.

17. Confidentiality

During the term and following the termination of this Agreement, the parties agree to treat as confidential all information and advice furnished by either party, including their agents and employees, and all transactions and investments held in Client's account. This confidential information shall not be disclosed to any third parties except as agreed upon in writing, as required by federal or state law, regulatory authorities, or as may be necessary to effect transactions in the account.

Client has received and reviewed a copy of Adviser's Privacy Policy detailing how Adviser protects Client's non-public personal information. Except as otherwise agreed in writing or as required by law, Adviser will keep confidential all information concerning Client's identity, financial affairs, and investments. Typically, Adviser will only disclose information Client provides to Adviser in connection with this Agreement as required by law, or as needed, to implement Client's investment needs or to perform the services contemplated by the Agreement. Client may disclose confidential information to its attorneys, accountants or other professional Advisers who may need this information in connection with providing services to Client provided that they agree to protect its confidentiality and to use the information only for the purpose of providing services to Client.

Notwithstanding the foregoing, with the advance written consent of Client, Adviser may include Client's name in a representative or sample client list or other marketing materials, prepared by Adviser, provided Adviser shall not disclose Client contact information or any information about Client's holdings without the additional written consent of Client. Consent shall not be required for Adviser to use its investment experience with respect to the Client's Account, or the Client's account performance, in composite performance presentations, marketing materials, attribution analyses, statistical compilations, or other similar compilations or presentations.

When this Agreement terminates, Client's documents will be returned upon request. Adviser may retain copies of documents and other information in its files for compliance purposes.

18. Representations

Each party executing this Agreement represents that:

- a. If an individual, it is of legal age and capacity;
- b. It has full legal power and authority to enter into this Agreement;
- c. This Agreement will be legally binding and enforceable against such party when executed;
- d. The terms of this Agreement and the performance of the actions called for under the Agreement by such party will not violate any law, regulation or contractual obligation to which such party is subject; and
- e. If one of the parties is an entity, that party represents that:
 - i. The entity is validly organized under the laws of the applicable jurisdiction;
 - ii. This Agreement has been entered into by an appropriate agent with power to bind the entity who is of legal age and capacity; and
 - iii. This Agreement has been duly authorized by appropriate entity action and when executed and delivered will be binding in accordance with its terms.

Client confirms that the terms of this Agreement and his or her engagement of Adviser do not violate any obligations of Client, whether arising by contract, operation of law or otherwise.

Client warrants and represents that he or she owns all property deposited in the account free and clear of any lien or encumbrances and that no restrictions on disposition exist as to any such property.

Client agrees to notify Adviser in writing of any event that might affect his or her authority or the validity of the Agreement. Client and Adviser agree to immediately notify each other in writing if any of the representations set forth in this section of the Agreement cease to be accurate.

[If Client is a retirement plan organized under ERISA, include the next two paragraphs.] If Client is a retirement plan organized under ERISA (the "**Plan**") it represents that it is validly organized and is the beneficial owner of the assets. The Plan further represents that Adviser has been furnished true and complete copies of all documents establishing and governing the Plan and evidencing the Plan's authority to retain Adviser as an "investment manager" within the meaning of ERISA. The Plan will promptly furnish to Adviser any amendments and further agrees that, if any amendment affects the rights or obligations of Adviser, such amendment will not be binding on Adviser until agreed to by Adviser in writing. If the assets contain only a part of the investments of the Plan's assets, the Plan understands that Adviser will have no responsibility for the diversification of all of the Plan's assets, and that Adviser will have no duty, responsibility or liability for the Plan investments that are not part of the assets.

The Plan and Adviser agree to the following terms required by ERISA:

- a. Adviser acknowledges that it is a "fiduciary" with respect to Client within the meaning of that term under ERISA;
- b. The person signing the Agreement on Client's behalf acknowledges its status as a "named fiduciary" with respect to the control or management of the assets held in Client's account and agrees to notify Adviser of any change in the identity of the named fiduciary with respect to Client's account;
- c. Client agrees to obtain and maintain a bond, satisfying the requirements of Section 412 of ERISA, and to include Adviser and its agents among those insured under that bond;
- d. Client represents that Adviser's investment strategy is appropriate for the account's assets; and
- e. Client is authorized to appoint Adviser as an investment Adviser for the account.

19. [If more than one person or entity has an ownership interest in Client's account, include this section.] Relationship with Multiple Owners of Client's Account

Client acknowledges that multiple persons have an ownership in the account and each person or entity agrees to be jointly and severally liable for all obligations under this Agreement with respect to the account. Adviser will base its investment Advisory services under this Agreement on Clients' joint goals as collectively provided to it. Adviser may rely on instructions and information it receives from either person with an ownership interest in the Client account in connection with the handling of the account, the disposition of the assets, and the termination of the Agreement, unless and until such reliance is revoked pursuant to instructions attached to this Agreement signed by all clients.

If Adviser receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), Adviser may, in its sole discretion, refrain from taking action on instructions from one such signatory until all signatories consent in writing to the same instruction. Adviser is not responsible for any claims or damages resulting from such reliance or accountable for any change in the relationship between joint clients. Each Client agrees to promptly close the account or open a new account if there is a change in his relationship with his co-owners.

Adviser shall not be responsible for any claims or damages resulting from:

- a. Reliance on the instructions provided by any signatory to this Agreement;
- b. Failure to act if Adviser receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories; or
- c. Any change in the status of the relationship between the clients.

20. Arbitration Agreement

To the extent not inconsistent with applicable law, Client and Adviser agree to settle by mandatory and binding arbitration any controversy between themselves and/or any officers, directors, employees, or agents of Adviser relating to this Agreement, this account or any account transactions, or in any way arising from Client's relationship with Adviser. The parties further agree that this arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("**AAA**") and shall be submitted to the AAA for resolution if the AAA accepts jurisdiction.

By signing this Agreement, Client and Adviser understand and agree that:

- a. The parties are giving up the right to sue each other in court, including the right to a trial by jury, but this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws, including but not limited to the Advisers Act;
- b. Arbitration awards are generally final and binding, and a party's ability to have a court reverse or modify an arbitration award is very limited;

- c. The parties' ability to obtain pre-arbitration discovery including documents, witness statements, or other discovery is generally more limited in arbitration than in court proceedings;
- d. The arbitrators do not generally have to explain the reason(s) for their award and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited;
- e. The list from which the arbitrators are selected may include a minority of arbitrators who were or are affiliated with the securities industry;
- f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration;
- g. The rules of the arbitration forum in which the claim is filed and any amendment thereto are incorporated into this Agreement;
- h. The arbitration will be pursuant to the Federal Arbitration Act;
- i. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and
- j. This pre-dispute arbitration agreement shall survive the termination of the Agreement or Adviser's Advisory services under this Agreement.

Client acknowledges and agrees that he has had a reasonable opportunity to review and consider this arbitration provision prior to executing this Agreement.

Any arbitration is voluntary in nature and the parties understand that by agreeing to arbitrate their disputes that are not waiving any rights under the Advisers Act and/or any applicable federal or state securities laws.

21. Notices and Consent to Electronic Delivery

Any notice given to a party under this Agreement (including notices, instructions, and directions related to changes in Client's investment objectives) must be in writing and shall be effective upon receipt by the other party, if delivered to the party at its mailing or email address specified in this Agreement.

Client agrees and consents to have Adviser deliver or make available electronically all current and future agreements, agreement revisions, account statements, notices (including privacy notices), letters, regulatory communications and other information, documents, data, records and reports related to the account. Electronic communications may include email delivery and/or electronic communications via Adviser's website. Client acknowledges and agrees that such email delivery and electronic provision will constitute delivery. Client acknowledges and agrees that it must inform Adviser in writing of any changes to his email address. Client may revoke this consent to email and electronic delivery at any time by providing advance written notice to Adviser. Client understands that there are risks associated with electronic delivery of information, including the risk of system outages or interruptions, which may, among other things, inhibit or delay Client's receipt of information. Adviser will not be liable for any interception by any third party of the information transmitted electronically. Client acknowledges that it is his or her responsibility to immediately review communications delivered via email to the email address provided to Adviser. At its discretion, Adviser may still choose to send any correspondence in hard copy format. If Client withdraws this consent to receive communications electronically, Adviser will provide the required documentation in hard copy format but reserves the right to close Client's account.

Client must send to Adviser all notices, correspondence, or other communication electronically to rnavar@fmitech.net

22. Miscellaneous

Client agrees to the provision of this Agreement in English and represents that Client understands its terms and conditions. This Agreement contains the entire agreement between the parties, who have made no other representations or warranties. If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. Failure of either party to enforce any term or condition of this Agreement is not a waiver of the term or condition.

23. Advice of Counsel

Each party acknowledges that, in executing this Agreement, such party has had an opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party solely because such party drafted or prepared this Agreement.

By executing this Investment Advisory Agreement, the parties acknowledge, understand and accept their respective rights, duties, and responsibilities. By signing this Investment Advisory Agreement, both parties agree to the arbitration provision set forth herein. Each party represents that it has read and understands the foregoing arbitration provision.

Client

Authorized Signatory Name _____
Signature _____
Address _____
Email address _____
Date: _____

Adviser

Adviser's name FMI Technologies, LLC
Adviser representative's name Shashi Jain
Adviser representative's title Manager, FMI Technologies, LLC

Adviser representative signature _____

Address FMI Technologies, LLC
615 Pavonia Avenue
Jersey City, NJ 07306
Email: rnayar@fmitech.net

Date _____

APPENDIX A – CLIENT PROFILE QUESTIONNAIRE

In an effort to better understand your specific financial profile and goals, please complete and return this Client Profile Questionnaire with the executed Agreement to the Adviser via mail to FMI Technologies, LLC, 615 Pavonia Avenue, Jersey City, NJ 07306 or via email to nayar@fmittech.net

SECTION 1: Investor Risk Tolerance Profile

You must complete this Section 1.

Please select the risk tolerance profile which best reflects the risk you are comfortable embracing with the investments in your Account:

- Conservative.** A conservative investor values protecting principal over seeking appreciation. This investor is comfortable accepting lower returns for a higher degree of liquidity and/or stability. Typically, a Conservative investor primarily seeks to minimize risk and loss of principal.
- Moderately Conservative.** A Moderately Conservative investor values principal preservation, but is comfortable accepting a small degree of risk and volatility to seek some degree of appreciation. This investor desires greater liquidity, is willing to accept lower returns, and is willing to accept minimal losses.
- Moderate.** A Moderate investor values reducing risks and enhancing returns equally. This investor is willing to accept modest risks to seek higher long-term returns. A Moderate investor may endure a short-term loss of principal and lower degree of liquidity in exchange for long-term appreciation.
- Moderate Growth.** A Moderate Growth investor values higher long-term returns and is willing to accept considerable risk. This investor is comfortable with short-term fluctuations in exchange for seeking long-term appreciation. The Moderate Growth investor is willing to endure larger short-term losses of principal in exchange for the potential of higher long-term returns. Liquidity is a secondary concern to a Moderate Growth investor.
- Moderately Aggressive.** A Moderately Aggressive investor primarily values higher long-term returns and is willing to accept significant risk. This investor believes higher long-term returns are more important than protecting principal. A Moderately Aggressive investor may endure large losses in favor of potentially higher long-term returns. Liquidity may not be a concern to a Moderately Aggressive investor.
- Aggressive.** An Aggressive investor values maximizing returns and is willing to accept substantial risk. This investor believes maximizing long-term returns is more important than protecting principal. An Aggressive investor may endure extensive volatility and significant losses. Liquidity is generally not a concern to an Aggressive investor.

SECTION 2: Accredited Investor

To aid Adviser in determining whether its clients are “accredited investors,” as that term is defined under Rule 501(a) of Regulation D under the Securities Act, please complete the following questionnaire.

As one of the qualifications of being an “accredited investor,” the client has the financial ability to bear the economic risk of the client’s investment and has adequate means for providing for the clients’ current needs and possible personal and other contingencies. Please indicate how you qualify as an “accredited investor” by selecting one or more of the following categories which are applicable to you. If no category is applicable, please check Number 19, “None of the above.”

Individual Investors

- 1. Any natural person whose individual net worth, or joint net worth with that person’s spouse or spousal equivalent¹ for assets either held jointly or separately at the time of such investor’s purchase, exceeds \$1,000,000 (excluding the value of your primary residence);
- 2. Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- 3. Any natural person who holds, in good standing, one of the following professional licenses: the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65) or such other qualifying professional certificate, designation or credential as set forth on SEC’s website from time to time.

Trusts, Partnerships, Companies and Other Entities:

- 5. Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), corporation, Massachusetts or similar business trust, partnership, or limited liability company not formed for the specific purpose of investing with the Advisor, with total assets in excess of \$5,000,000;
- 6. Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of investing with the Advisor, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act;
- 7. A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act (the “**Advisers Act**”), as amended;
- 8. A family office, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, that (i) has assets under management in excess of \$5,000,000; (ii) is not formed for the specific purpose of investing with the Advisor and (iii) has a person directing the prospective investment who has such knowledge and experience in financial and business matters so that the family office is capable of evaluating the merits and risks of the prospective investment;
- 9. A family client, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements defined in Number 8 above and whose prospective investment with the Advisor is directed by that family office pursuant to Number 8(iii) above;

Financial Institutions:

- 10. Any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the “**Exchange Act**”), as amended;

¹ For purposes of this section, “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse.

- 11. Any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act or Business Development Company as defined in Section 2(a)(48) of that Act;
- 12. An investment adviser registered pursuant to Section 203 of the Advisers Act or registered pursuant to the laws of a state;
- 13. An investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Advisers Act;
- 14. A Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act;
- 15. Any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

Benefit Plans:

- 16. Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; or any employee benefit plan within the meaning of ERISA, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by natural persons that would themselves qualify as an accredited investor.

Other:

- 17. Any entity in which all of the equity owners (or, in the case of a trust, all the income beneficiaries) are accredited investors.
 - 18. An entity of a type not listed in Number 1 through 17 above, that is not formed for the specific purpose of investing with the Advisor, which owns investments in excess of \$5,000,000².
- or
- 19. None of the above.

² The term "investments" for this purpose generally means: (1) securities (as defined by Section 2(a)(1) of the Securities Act, other than securities of an issuer that controls, is controlled by, or is under common control with, the prospective investors that owns such securities, unless the issuer of such securities is: (i) an investment vehicle (as defined under Investment Company Act Rule 2a51-1(b)); (ii) a public company (as defined under Investment Company Act Rule 2a51-1(b)); or (iii) a company with shareholders' equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the prospective investor acquires the securities of a Section 3(c)(7) company; (2) real estate held for investment purposes; (3) commodity interests (as defined under Investment Company Act Rule 2a51-1(b)) held for investment purposes; (4) physical commodities (as defined under Investment Company Act Rule 2a51-1(b)) held for investment purposes; (5) to the extent not securities, financial contracts (as such term is defined in Investment Company Act Section 3(c)(2)(B)(ii) entered into for investment purposes; (6) in the case of a prospective investor that is a Section 3(c)(7) company, a company that would be an investment company but for the exclusion provided by Investment Company Act Section 3(c)(1), or a commodity pool, any amounts payable to such prospective investor pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the prospective investor upon the demand of the prospective investor; and (7) cash and cash equivalents (including foreign currencies) held for investment purposes.