



Client Services Agreement

By completing the account application online and entering into this Client Services Agreement (this "Agreement") with OTM Capital ("OTM Ventures Inc"), the undersigned ("Client") is engaging OTM Capital to provide investment management services to Client on the following terms:

1. Appointment and Authorization

Client authorizes OTM Capital to open an account (the "Account") with one of the broker-dealers which OTM Capital has selected to provide brokerage and other services for its Clients' accounts ("Broker") through which Client will become a participant in OTM Capital's managed account program. Client hereby appoints OTM Capital as its investment advisor with respect to assets of the Client deposited in, or otherwise delivered to, the Account by Client and OTM Capital accepts such appointment. Client further authorizes OTM Capital to (i) execute and deliver, in Client's name, the Broker Account Agreement (the "Account Agreement") and such other agreements and documents as OTM Capital may deem necessary or advisable for purposes of opening the Account, and (ii) use Broker to execute any and all transactions for the Account.

2. Services

A. Subject to the terms and conditions of this Agreement, OTM Capital shall provide the following investment advisory services to Client:

(i) OTM Capital will supervise and direct the investment and reinvestment of the Account into Securities OTM Capital chooses in a manner that is substantially consistent with the investment plan recommended by OTM Capital to Client (the "Plan"), taking into account any reasonable restrictions Client has provided to OTM Capital. OTM Capital shall have full discretionary authority, to be exercised in OTM Capital's exclusive judgment and consistent with the goals and objectives of Client as reflected in the Plan approved by Client, to supervise and direct the investment and reinvestment of the Account. OTM Capital is authorized to direct the investment of dividends, interest and other income received into the Account in a manner substantially consistent with the Plan then in effect for the Account. Client understands that sales of Securities may generate taxable gains or losses in the Account.

(ii) For the purposes of this Agreement, "Securities" shall mean stocks, indexes, exchange-traded funds, mutual funds and/or similar traded instruments pursuant to the Plan recommended by OTM Capital based on the profile information specified by Client ("Investment Profile"). The Client understands and acknowledges that OTM Capital is affiliated with, and receives annual asset-based compensation from exchange-traded funds that may be recommended for inclusion into the Client's investment Plan.

(iii) The investment Plan approved by Client will be monitored and adjusted at least annually by OTM Capital and the Account's investments will also be adjusted so that they substantially track Client's Plan.

(iv) Client may impose reasonable restrictions on the management of the Account, including the designation of specific securities or a specific category of securities, that should not be purchased for the Account or that should be sold if held in the Account, and may reasonably modify such restrictions from time to time. OTM Capital reserves the right to decline to accept an Account if it determines, in its sole discretion, that the restrictions imposed by Client are not reasonable. Client understands and acknowledges that any restrictions placed on the management of the Account imposed by the Client or particular requirements of the Account may cause Account performance to deviate from the performance of Client's chosen core portfolio. Client acknowledges and agrees that where Client restricts a category of Securities that may be purchased for the Account, OTM Capital will determine in its sole discretion the specific Securities in that category.

(v) In furnishing services to Client pursuant to this Agreement, OTM Capital shall rely upon the information provided to it by Client, including the application and suitability questionnaire (collectively, the "Questionnaire") and any reasonable investment restrictions or limitations provided by Client. OTM Capital shall be fully protected in relying upon representations of Client regarding said restrictions or limitations.

B. It is Client's responsibility, and Client hereby affirmatively agrees to undertake such responsibility, to inform OTM Capital in a timely manner of any material change in Client's financial situation and investment objectives that might affect the manner in which Client's assets are allocated, and to provide OTM Capital with any information as to Client's financial status as may reasonably be requested. Client understands and agrees that OTM Capital shall have no liability for Client's failure to inform OTM Capital in a timely manner of any material change in Client's financial situation and investment objectives that might affect the manner in which Client's assets are allocated, or for Client's failure to provide OTM Capital in a timely manner with any information as to Client's financial status as may reasonably be requested.

3. Fees

A. Payment of Account Fee. Client authorizes OTM Capital to charge the Account Fee, the Additional Fees and any expenses incurred by the Account directly to the Account. The Account Fee and the Additional Fees may be changed from time to time. The Account Fee will be paid first from any cash available in the Account and next by selling Securities in the Account in a manner OTM Capital, in its sole discretion, determines is as consistent with the Client's Investment Strategy as feasible. Selling Securities for the payment of the Account Fee will have tax consequences and may result in the imposition of redemption fees.

B. Additional Fees. Account Fee covers all advisory, administrative and brokerage services provided by OTM Capital or Broker, but do not include fees for special services not contemplated by this Agreement.

4. Non-Exclusivity of Services

A. The services of OTM Capital hereunder are not to be deemed to be exclusive and OTM Capital and its affiliates shall be free to render services to others, including affiliates. Such services may include furnishing of investment management and advisory services to others who may have investment policies, objectives and strategies which are the same as or similar to those hereunder. OTM Capital will be free, in its sole discretion, to make recommendations to affiliates or others, or effect transactions on behalf of itself or for affiliates or others which may be the same as or different from those recommended to or effected on behalf of the Account. Nothing contained in this Agreement shall prevent OTM Capital or any of its affiliates, acting either as principal or agent on behalf of others, from buying or selling or from recommending to or directing any other account to buy or sell, at any time, Securities of the same kind or class

purchased or sold for the Account. It is understood that OTM Capital, its affiliates, and any Related Person (as defined below) may have an interest in a particular transaction or in Securities of the same kind or class as those whose purchase or sale OTM Capital may effect and that OTM Capital may effect Account transactions with affiliates to the extent permitted by law. As used herein, the term "Related Person" means OTM Capital, its affiliates, and their respective officers, partners, directors, shareholders, employees, and agents.

B. OTM Capital shall not be obligated to undertake any particular investment opportunity which comes to it, and shall be free to allocate any opportunity to purchase Securities to itself, its affiliates and clients of OTM Capital and its affiliates without first offering such opportunities to the Account. OTM Capital shall be entitled to refrain from purchasing or rendering any advice or services concerning Securities of (i) issuers of which OTM Capital, its affiliates or any of their respective Related Persons are directors or officers, (ii) issuers for which OTM Capital or its affiliates act as financial adviser or underwriter, or (iii) issuers about which OTM Capital or any of its affiliates have information which OTM Capital deems confidential or non-public.

5. Brokerage and Custody

A. Broker shall maintain custody of all Account assets. OTM Capital will not retain or physically control any cash, securities or other assets forming any part of the Account. OTM Capital shall use Broker to effect all of Client's securities transactions. OTM Capital and its representatives will not be responsible for any loss or liability incurred by reason of any action or failure to act on the part of Broker, except to the extent, if any, that such loss or liability is caused by gross negligence or willful misconduct of OTM Capital or its representatives.

B. Client acknowledges that Client owns the Securities in the Account, and that, to the same extent as if Client owned the Securities outside of the Account, Client retains all indicia of ownership of the securities, including the right to withdraw Securities or cash from the Account, vote securities or delegate voting authority to another person, be provided in a timely manner with a written confirmation or other notification of each Securities transaction, and all other documents required by law to be provided to security holders, and proceed directly as a security holder against the issuer of any Security in the Account and not be obligated to join any person involved in the operation of the OTM Capital wrap fee program, or any other client of the wrap fee program, as a condition precedent to initiating such proceeding.

C. The Account is subject to the terms and conditions of the Account Agreement, including the provisions in such agreement requiring and governing arbitration. Client acknowledges that Client has received a copy of the Account Agreement. Client agrees that Client and the Account are bound by the terms of the Account Agreement.

7. Communications

All written communication to OTM Capital pursuant to this Agreement will be sent to:

Email: cs@otmcapital.com

All written communication to Client will be sent to the address set forth in Client's application unless Client directs otherwise in writing.

8. Investments Not Guaranteed

To the extent that any Account is invested in marketable Securities, Client acknowledges that such investments are not deposits or obligations of and are not guaranteed by OTM Capital or its affiliates and that such investments involve investment risks, including possible loss of principal amount invested.

9. Voting, Corporate Actions and Other Legal Notices

A. Client shall be responsible for voting all proxies; executing waivers, consents and other instruments; and responding to any plan of reorganization, merger, combination, consolidation, liquidation or similar transaction or plan with respect to any Securities in the Account.

B. OTM Capital shall not be obligated to render any advice or take any action on behalf of Client with respect to Securities held in the Account, or the issuers thereof, which become the subject of any legal proceedings, including bankruptcies and shareholder litigation, to which any Securities or other investments held or previously held in the Account, or the issuers thereof, become subject, nor shall OTM Capital be obligated to initiate or pursue any legal proceedings, including without limitation, shareholder litigation, on behalf of the Account with respect to transactions, Securities held or previously held, in the Account or the issuers thereof. The right to take any actions with respect to any legal proceedings, including, without limitation, bankruptcies and shareholder litigation, and the right to initiate or pursue any legal proceedings, including, without limitation, shareholder litigation, with respect to transactions, Securities or other investments held in the Account is expressly reserved to Client.

10. Privacy

If Client is an individual, Client acknowledges that in connection with the services provided by OTM Capital pursuant to this Agreement, OTM Capital will be sharing with firms that assist it in performing such services certain nonpublic personal information, including personally identifiable financial information, concerning Client. The policies regarding the type of information that OTM Capital collects and OTM Capital's use of that information is addressed in OTM Capital's then current privacy policy and by entering into this Agreement, Client acknowledges and agrees that he or she has reviewed and agreed to the terms of that privacy policy.

11. Term and Termination

A. This Agreement may be terminated by either party upon at least 15 days' prior written notice to the other party. Termination of this Agreement will not affect the obligations of Client to pay fees due hereunder, which shall be pro rated through the date of termination.

B. The provisions of the Indemnification, Limitation of Liability, and Governing Law Sections of this Agreement shall survive the termination of this Agreement.

12. Limitation of Liability

OTM Capital shall use its best judgment and efforts in performing the services provided for in this Agreement, but, to the fullest extent permitted by law, neither OTM Capital nor any Related Person shall be liable for any loss sustained by Client by reason of the adoption of any Investment Strategy or due to any error in judgment or omission or the purchase, sale, redemption or retention of any Security or instrument.

13. Indemnification

Client shall indemnify and hold harmless OTM Capital and its affiliates and each of their respective directors, managers, members, officers, employees and agents from and against any loss, expense, damage or injury suffered or sustained, including reasonable attorney's fees and expenses, arising out of Client's breach of any agreement, representation or warranty contained in this Agreement.

14. Amendment; Waiver

No term or provision of this Agreement may be amended, modified or waived except in writing executed by the party against whom such amendment, modification or waiver is to be enforced; provided that OTM Capital may unilaterally amend the fee schedule set forth below and the Additional Fees effective upon thirty (30) days' written notice to Client of such amendment.

15. Successors and Assigns

This Agreement will bind and be for the benefit of the parties hereto and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of the Advisers Act of 1940, as amended (the "Advisers Act")) by either party without the consent of the other party.

16. Representations and Warranties

The parties represent and warrant to each other as follows:

Client represents and warrants that:

- (i) Client has full power and authority to open this Account and to exercise control over the assets in the Account;
- (ii) the terms of this Agreement do not violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise; and
- (iii) if Client is a corporation, partnership, or other legal entity:

(1) this Agreement has been authorized by all appropriate action and Client will be bound by its terms when the Agreement is executed and delivered.

(2) Client will deliver to OTM Capital evidence of such authority as OTM Capital may reasonably require, whether by way of certified resolution or otherwise.

17. Suitability of Program

Suitability depends on a number of factors, including but not limited to the size of a client's account, the client's particular financial needs, circumstances and investment objectives, and the fees charged for the services. Client may be able to obtain some or all of the types of services available through OTM Capital on an "unbundled" basis through OTM Capital or other firms, and, depending on the circumstances, the aggregate of any separately paid fees may be higher or lower than the Account Fee and/or Additional Fees. OTM Capital's may be higher or lower than the fees charged by other firms for services that are similar to those provided by OTM Capital.

18. Entire Agreement

This Agreement represents the entire agreement between Client and OTM Capital with respect to the subject matter hereof, and all prior agreements, understandings, and negotiations are merged herein and superseded hereby.

19. Force Majeure

OTM Capital shall not be required to furnish any bond to secure its faithful performance under this Agreement. War, natural disasters, government restrictions, trading halts, exchange or market rulings, extraordinary market volatility or exchange conditions or any other conditions beyond OTM Capital's control may prevent OTM Capital from fully performing the services described in this Agreement.

20. Disclosures and Acknowledgments

Client hereby acknowledges and agrees to the following:

- A. The investment Plan selected by the Client, as well as the Securities held in the Account, present certain risks to the Account, including the risk of loss of the principal value of the Account due to general market risks, variations in market interest rates, and the performance of different asset classes, Securities, and investment styles, all of which affect the Account's overall performance.
- B. OTM Capital does not and cannot guarantee (i) the performance of any Security, investment Plan or the Account; (ii) any specific level of return or yield in the Account; or (iii) the success of OTM Capital's overall advisory services with respect to the Account. Past performance is not a guarantee of future results.
- C. OTM Capital (i) is not warranting to Client that the assets in the Account will increase in value or retain their value; (ii) will have no liability whatsoever for any advice given to Client in good faith; and (iii) will not be liable for any taxable event which may occur or which may not occur as a result of a Securities transaction effected or omitted;
- D. OTM Capital may give advice and take action in the performance of its duties for its client accounts that may differ from advice given, or the timing and nature of action taken, with respect to the Account, even if the other accounts are similar to Client's; and
- E. OTM Capital may effect transactions with respect to Securities of issuers of which it, its officers, directors, employees, or affiliates may (i) be directors or officers; or (ii) own Securities or otherwise have a financial interest, and OTM Capital's disclosure of these facts and relationships does not imply that any of OTM Capital's recommendations are based upon possession of any material undisclosed information relating to any such Security or Securities.
- F. The information forming the basis of recommendations and decisions with respect to the investment management services provided hereunder will be derived from sources which OTM Capital believes are reliable, but that the accuracy of information obtained cannot be guaranteed, and such information may or may have not been independently verified by OTM Capital or persons acting on its behalf; and
- G. OTM Capital's recommendations will be based on the investment Questionnaire and other information that Client provides to OTM Capital, and Client represents and warrants that such information is complete and accurate.

21. Client Acceptance of Electronic Delivery of Disclosure Documents

I understand that I may access www.otmcapital.com or partner.otmcapital.com to obtain certain required investment disclosure documents. I agree to accept electronic delivery of these disclosure documents.