

General Robotics Inc

WRAP FEE INVESTMENT ADVISORY  
CONTRACT

140 WEST STREET, 2ND FLOOR,  
NEW YORK, NY, 10007

6/22/2017

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage General Robotics Inc ("GRI") on the following terms and conditions.

**I. Appointment of GRI.**

Client hereby appoints GRI as investment adviser for the Account. Client agrees to promptly notify GRI in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account and to provide GRI with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

**II. Services by GRI.**

By execution of this Agreement, GRI hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in the signature page below, to provide the services indicated below:

It is understood and agreed that GRI, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person.

**III. Authority.**

*(Non-Discretionary Investment Management)*  
\_\_\_/\_\_\_ GRI is authorized to execute purchases and sales of securities only after securing permission from Client regarding each transaction.

*(Non-Discretionary, Non-Trading Management)*  
\_\_\_/\_\_\_ Client acknowledges that (i) GRI does not have discretionary authority; (ii) GRI will not purchase or sell securities; and (iii) it will be up to Client to implement transactions since GRI will not enter trades on behalf of Client.

**IV. Client Accounts.**

Client has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. The Custodian at the time this Agreement is executed is identified in Exhibit III hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes GRI to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account.

**V. Service to Other Clients.**

It is understood that GRI may perform investment advisory services for various clients and that the services provided by GRI are rendered on a non-exclusive basis. Client agrees that GRI may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account. Nothing in this Agreement shall be deemed to confer upon GRI any obligation to acquire for the Account a position in any security which GRI, its principals, or its employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of GRI it is not for any reason practical or desirable to acquire a position in such security for the Account.

**VI. Inside Information.**

GRI shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer on the basis of any such information as may come into its possession.

**VII. Liability.**

GRI shall not be liable to Client for any independent acts or omissions by third parties. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall

not be deemed to create any third party beneficiary rights.

**VIII. Proxies.**

GRI will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

**IX. Fees.**

The compensation of GRI for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

**X. Valuation.**

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives from the Custodian. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to GRI by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by GRI and Client to reflect its fair market value.

**XI. Representations by Client.**

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action

and is binding upon Client in accordance with its terms and (b) Client will deliver to GRI such evidence of such authority as GRI may reasonably require, whether by way of a certified corporate resolution or otherwise; GRI is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

*The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.*

Client represents that GRI has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain GRI. Client acknowledges that Client is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to GRI the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects GRI's rights or obligations, then the amendment will be binding on GRI only when agreed to by GRI in writing. If the Account contains only a part of the assets of the plan, then Client understands that GRI will have no responsibility for the diversification of all of the plan's investments and that GRI will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by GRI, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers GRI and affiliated persons of GRI.

**XII. Representations by GRI.**

By execution of this Agreement, GRI represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations.

**XIII. *Amendment; Termination.***

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty or fee. Thereafter, this Agreement shall continue in effect until terminated by either party by giving to the other party thirty days' written notice.

**XIV. *Notices.***

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to GRI at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

**XV. *Governing Law.***

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

**XVI. *Exhibits.***

The following Exhibits are attached hereto and incorporated as part of this Agreement:

- Exhibit I - Identification of Accounts
- Exhibit II - Schedule of Fees
- Exhibit III - Identification of Custodian
- Exhibit IV - Investment Policy Statement

**XVII. *Receipt.***

\_\_\_\_/\_\_\_\_ Client acknowledges receipt of Form ADV Parts 2A and 2B and GRI's Privacy Policy Statement.

**XVIII. *Consent to Electronic Delivery***

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from GRI. These items may include but are not limited to: all statements or reports produced by GRI; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that GRI chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify GRI of any changes to Client's e-mail address shown below or other electronic delivery address.

**XIX. *Assignment.***

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

**XX. *Confidential Relationship.***

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in GRI's Privacy Policy Statement.

**XXI. *Death or Disability.***

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving GRI written notice in accordance with the termination provisions of this Agreement.

**XXII. Title to Assets.**

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

**XXIII. Market Conditions.**

Client acknowledges that GRI's past performance and advice regarding client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** GRI does not guarantee or warrant that services offered will result in profit.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

<b>Client Name:</b>	<b>General Robotics Inc</b>		
Client Signature	Date	Adviser Signature	Date
Client#2 Signature	Date		

Client Street Address:					
City:		State:		Zip:	
Phone:		E-Mail(s):			

**Exhibit I - Identification of Accounts**

Below are the accounts (collectively, the "Account") included under this Agreement:

<b>Account Number</b>	<b>Registration Name</b>	<b>Custodian</b>	<b>Notes</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## Exhibit II - Fee Schedule

*GRI will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Account.*

*GRI manages a wrap fee program and will include in its fee, the fees charged by the broker-dealer for transactions executed in wrap accounts. GRI will charge one fee and pay transaction fees for the Account using the fee collected from Client.*

The following are the fees charged by General Robotics Inc for services provided:

<b>Total Assets Under Management</b>	<b>Annual Fee</b>
Accounts under \$500	\$1 per month
Accounts over \$501	.25%

GRI uses the last day of previous month for purposes of determining the market value of the assets upon which the advisory fee is based.

Advisory fees are withdrawn directly from the client's accounts with client written authorization. Fees are paid monthly in advance. Refunds are given on a prorated basis, based on the number of days remaining in the billing period on the effective date of termination. The fee refunded will be the balance of the fees collected in advance minus the daily rate\* times the number of days in the billing period up to and including the effective date of termination. (\*The daily rate is calculated by dividing the annual fee by 365).

### Additional Fees:

Clients who participate in the wrap fee program will not have to pay for transaction fees; however, clients are still responsible for all other account fees charged by Third Party Trade, LLC and Apex Clearing, introducing broker-dealer and custodian respectively. Those fees are available in the client's agreement with those firms.



**Exhibit III - Identification of Custodian**

Custodian or other Authorized Third Party:	Apex Clearing Corporation
Mailing Address:	One Dallas Center 350 N. St. Paul Street Suite 300 Dallas, TX, 75201
Telephone:	214-765-1055

A copy of the custodian's agreement is not attached as part of this Exhibit III.

## Exhibit IV - Investment Policy Statement

*Date of Last Update: MM/DD/YYYY*

### Personal information

- What is your first name: \_\_\_\_\_
- What is your last name: \_\_\_\_\_
- What is your birthdate: \_\_\_\_\_
- Spouse's name: \_\_\_\_\_

### Income & net worth

- What is your current annual household income: (\$) \_\_\_\_\_
- What is your liquid net worth: (Excluding primary residence) (\$) \_\_\_\_\_
- What is the value of your residence(s): (\$) \_\_\_\_\_
- What is the value of any other significant illiquid asset(s): (\$) \_\_\_\_\_
- What are your current annual income needs from investments: (\$) \_\_\_\_\_
- What is your desired retirement age: \_\_\_\_\_
- What is your desired annual income in retirement (\$): \_\_\_\_\_

### Risk tolerance & investment objectives

- Acceptable percentage of principal loss in a short term period? (less than 1 year)
  - o \_\_\_\_ Up to 5%
  - o \_\_\_\_ Up to 10%
  - o \_\_\_\_ Up to 15%
  - o \_\_\_\_ Up to 20%
  - o \_\_\_\_ Up to 25%
  
- What is your desired annual rate of return?
  - o \_\_\_\_ 0-2.5%
  - o \_\_\_\_ 2.5-5%
  - o \_\_\_\_ 5-7.5%
  - o \_\_\_\_ 7.5-10%
  - o \_\_\_\_ 10%+
  
- Which of the following statements best describes your investment objectives?
  - o \_\_\_\_ My highest priority is to preserve my investments and I am willing to accept minimal return in order to do so

- \_\_\_\_ I seek to generate income from my investments and am interested in investments that have historically demonstrated a low degree of risk of loss of principal value
  - \_\_\_\_ I seek to grow the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate degree of risk to loss of principal value
  - \_\_\_\_ I seek to accelerate somewhat the growth of the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value
  - \_\_\_\_ I seek a significant appreciation of the principal value of my investments and, in pursuit of these gains, am willing to accept a greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value
- How would you respond in the event of a decline in the value of your investments?
    - \_\_\_\_ I would sell my investments immediately if they were to suffer substantial declines
    - \_\_\_\_ Although declines in investment value make me uncomfortable, I would wait one to two quarters before adjusting my portfolio
    - \_\_\_\_ I can endure significant declines in the value of my investments and would wait at least one year before adjusting my portfolio
    - \_\_\_\_ Even if my investments were to suffer a significant decline over several years, I would continue to follow my long-term investment strategy and not adjust my portfolio
    - \_\_\_\_ I would increase the amount invested in my portfolio in anticipation of an increase in value
- Which of the following scenarios would make you more uncomfortable?
    - \_\_\_\_ Making an investment and watching it decline in value
    - \_\_\_\_ Selling an investment and watching it increase in value
- During the decline in stock market values that took place from 2007 through 2009, what action did you take with respect to your investments?
    - \_\_\_\_ Sold all equity holdings
    - \_\_\_\_ Moderately decreased equity holdings
    - \_\_\_\_ No changes
    - \_\_\_\_ Moderately increased equity holdings
    - \_\_\_\_ Significantly increased stock holdings
    - \_\_\_\_ Not applicable
- In general, how did you feel about the decline in stock market values from 2007 through 2009?
    - \_\_\_\_ High level of anxiety
    - \_\_\_\_ Moderate level of anxiety
    - \_\_\_\_ Acceptance that short-term losses are part of investing and assurance that the risk I took was reasonable given the potential long-term gains of my investments
    - \_\_\_\_ Indifference

- \_\_\_\_ Excited to be able to invest in assets that had declined in value
  
- How would you describe your level of knowledge with regard to finance and investing?
  - \_\_\_\_ Minimal. I have very little interest in understanding finance and investing, or I have not had the opportunity to learn.
  - \_\_\_\_ Low. I have basic knowledge of finance, such as understanding what stocks, bonds, and mutual funds are.
  - \_\_\_\_ Medium. I have knowledge beyond basic products and I understand diversification and other financial and investing terminology and strategy.
  - \_\_\_\_ High. In addition to understanding most financial products and terminology, I understand factors that affect the price of stocks and bonds.
  - \_\_\_\_ Advanced. I have an in-depth knowledge of most financial products, including stocks, bonds, and options. I understand overall market risk as well as company-specific risk.
  
- For how many years, if any, have you owned each of the following types of investments?
  - \_\_\_\_ Mutual funds
  - \_\_\_\_ Stocks
  - \_\_\_\_ Bonds
  - \_\_\_\_ Options
  - \_\_\_\_ Variable annuities
  - \_\_\_\_ ETFs
  - \_\_\_\_ REITs
  - \_\_\_\_ Limited partnerships/Private Placements

Restrictions on the Account(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_