

INVESTMENT ADVISORY AGREEMENT

Haitou Investment Management, LLC (“Advisor”), and _____ (“Client”) enter into this Investment Advisory Agreement (“Agreement”) as of _____ (the “Effective Date”). This Agreement sets forth the terms and conditions with regard to the investment management services Advisor will provide Client and the responsibilities of the parties.

1. Advisor’s Authority and Responsibilities

Client has hired Advisor to act as its investment advisor to perform the services described in this Agreement. Specifically, Client has hired Advisor to advise Client from time-to-time with respect to investments in securities including, without limitation, the investment in securities recommended by Advisor, the periodic review of the portfolio of securities recommended by Advisor, and liquidation of any holdings.

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

No services other than those discussed in this Agreement, such as financial planning, are implied or guaranteed, except as individually negotiated and confirmed in writing.

Advisor is acting as a fiduciary regarding its investment advisory services for Client and must put Client’s interests above its own in managing Client’s account. Advisor agrees to provide these services to Client in a manner consistent with its fiduciary duty to Client and the provisions of all applicable laws, including the Investment Advisers Act of 1940 (the “Advisers Act”).

2. Client’s Responsibilities

Client agrees to deliver to Advisor all account forms and other documents as Advisor may reasonably require. Client also agrees to provide all corporate resolutions or similar documentation necessary to establish the undersigned’s authority to execute and deliver this Agreement. Client agrees to promptly deliver all amendments or supplements to these documents and agrees that Advisor will not be liable for any losses, costs, damages or claims arising out of Client’s failure to provide Advisor with any of these required documents.

Client acknowledges that Advisor’s services to Client depend upon the information Advisor has concerning Client’s net worth, income, investment goals and objectives, ability to assume risk, income needs, tax situation and estate plan, and other similar information. Therefore, Advisor cannot adequately perform those services unless Client provides Advisor with this information, updates it when it changes and otherwise diligently performs his or her responsibilities under this Agreement. Client will provide Advisor with any other information or documentation that Advisor may request in connection with this Agreement or related to Client’s investment profile. Client is responsible for the accuracy and completeness of all information provided to Advisor

and agrees that Advisor is not responsible for any losses, costs, damages or claims caused by Client's failure to provide such information to Advisor.

Client also agrees to give Advisor prompt written notice of any modifications, changes or investment restrictions and to notify Advisor if Client deems any investments recommended or made for the account to be in violation of such investment objectives or restrictions. Unless Client promptly notifies Advisor in writing of specific investment restrictions on the account, investments in line with Client's stated investment objectives that Advisor recommends or makes on behalf of Client shall be deemed to be in conformity with Client's investment objectives.

Client agrees that Advisor is entitled to rely upon the accuracy of information furnished by Client or on Client's behalf, without further investigation. Advisor is not required to verify any information obtained from Client or Client's other professional advisors, such as accountants or attorneys.

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

Client acknowledges that he/she understands Advisor'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 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 Advisor'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 Advisor 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 Advisor for his or her account will be successful in achieving its long-term objectives or perform within any target risk limitations. Client also understands that its investments are not insured and that the value and return of the investments will fluctuate over time. At any point in time, Client's portfolio may be worth more or less than the amount originally invested.

4. Fees and Expenses

Client agrees to pay Advisor a fee for its investment advisory services.

This fee is set forth on Exhibit I.

Advisor may amend and/or increase the fees set forth on Exhibit I if Advisor provides Client with written notice of the amendment in advance.

All brokerage commissions, custodial fees, stock transfer fees, transaction fees, charges imposed directly by mutual, index or exchange-traded funds, fees imposed by variable annuity providers,

certain deferred sales charges, 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 separately by Client and are in addition to the fees paid by Client to Advisor.

5. Non-Exclusivity

Client acknowledges that Advisor shall be free to render investment advice to others and Advisor does not make its investment management services available exclusively to Client. Client also understands that Advisor provides investment advisory services to multiple clients with different economic needs and agrees that Advisor 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 Advisor any obligation to Client to purchase, sell or recommend for purchase or sale any security that Advisor, 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 Advisor 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. Among other things, Advisor may be compensated differently by Client than by other clients. Advisor will regularly monitor the performance and investment portfolio of Client while also fulfilling its duty to manage other client accounts. Advisor may determine in its sole discretion to allocate certain investment opportunities to its other clients and not Client and vice versa. Advisor 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 Advisor 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.

6. No Illegal Investments or Transactions

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

7. Reports

Client acknowledges that Advisor's reporting of assets over which Advisor does not have discretionary authority is done as an accommodation to Client only and does not indicate that Advisor is providing investment management, review or monitoring services regarding these

assets. Client, not Advisor, remains exclusively responsible for the investment performance of these assets.

8. Legal, Tax and Accounting Advice

Client expressly understands and agrees that Advisor 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 Advisor'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 Advisor to provide assistance in the coordination of estate and tax planning with Client's designated estate and tax advisors.

9. Liability

Except as otherwise provided by law, Advisor or its officers, directors, employees or affiliates will not be liable to Client for any loss:

- a. Client may suffer as a result of Advisor's investment decision or other action taken or omitted in good faith and with the degree of care, skill, prudence and diligence that a prudent person acting in a similar fiduciary capacity would use in conducting an enterprise of a similar nature and with similar objectives under the circumstances;
- b. Caused by following Client's written or oral instructions;
- c. Caused by using inaccurate, outdated or incomplete information provided by Client and/or by Client's failure to promptly inform Advisor of changes in his or her financial and/or economic situation, investment objectives or any restrictions that may affect the management of Client's account;
- d. Caused by any action or omission by the Custodian, any broker or dealer to which Advisor directs transactions for Client's account or by any other third-party professionals or service providers;
- e. Resulting from the failure or delay in performance of any obligation under this Agreement arising out of or caused by circumstances beyond Advisor's reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of a civil or military authority, governmental actions or inability to obtain labor, material, equipment or transportation; or
- f. Consisting of any indirect, special, incidental or consequential damages.

If Client's account contains only a portion of Client's total assets, Advisor shall only be responsible for those assets that Client designates as the subject of Advisor's investment management services under this Agreement. Client agrees that Advisor need not consider additional assets over which Client has not given Advisor discretionary trading authority.

In certain instances, federal or state securities laws, including but not limited to the Advisers Act and the Employee Retirement Income Security Act ("ERISA"), impose liabilities on persons

who act in good faith, and this Agreement does not waive or limit Client's rights under those laws.

10. Non-Waiver of Compliance

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

11. Termination and Cancellation

This Agreement will continue in effect until terminated by either party. Client shall be entitled to terminate the agreement at any time by written notice. Advisor may terminate the Agreement at any time by giving ten (10) days' written notice to the Client (including instances where the Advisor's independence has been impaired; the Advisor can no longer rely on the integrity of management; or there may be a violation of applicable law, regulations or standards, a conflict of interest, or damage to Advisor's reputation).

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 Advisor;
- b. Any liabilities or obligations of the parties for transactions initiated before termination; or
- c. Client's obligation to pay and Advisor's right to retain fees for services rendered under the Agreement.

If a party terminates this Agreement, Advisor 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 Advisor regarding any assets in the account following termination.

12. 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 Advisor 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 Advisor, the successor advisor will notify Client in writing within a reasonable time after such change and continue to provide the services previously provided to Client by Advisor. If Client continues to accept the services provided by the successor without written objection during the 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 advisor 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 Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act and/or any applicable state securities law.

13. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New York 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 Advisor.

14. Disclosure Concerning Advisor's Registration

Advisor represents that it is currently duly registered as an investment advisor with the SEC pursuant to the Advisers Act.

15. 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.

Except as otherwise agreed in writing or as required by law, Advisor will keep confidential all information concerning Client's identity, financial affairs, and investments. Typically, Advisor will only disclose information Client provides to Advisor 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, accounts or other professional advisors 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.

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

16. Representations

Each party executing this Agreement represents that:

- a. It has full legal power and authority to enter into this Agreement;
- b. This Agreement will be legally binding and enforceable against such party when executed;

- c. 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
- d. It is validly organized under the laws of the applicable jurisdiction;
- e. This Agreement has been entered into by an appropriate agent with power to bind the entity who is of legal age and capacity; and
- f. 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 Advisor 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 Advisor in writing of any event that might affect his or her authority or the validity of the Agreement. Client and Advisor 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.

17. 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 Advisor deliver or make available electronically all current and future agreements, agreement revisions, deliveries and offers of Form ADV Part 2, 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 Advisor's website. Client acknowledges and agrees that such email delivery and electronic provision will constitute delivery. Client acknowledges and agrees that it must inform Advisor 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 Advisor. 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. Advisor 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 Advisor. At its discretion, Advisor may still choose to send any correspondence in hard copy format. If Client withdraws this consent to receive communications electronically, Advisor will provide the required documentation in hard copy format but reserves the right to close Client's account.

18. Miscellaneous

Customer agrees to the provision of this Agreement in English and represents that Customer 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.

19. 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, Client acknowledges that he or she has received Advisor's Form ADV, a copy of the Investment Advisory Agreement signed by both parties, and that it understands, accepts and agrees to all the terms of this Agreement.

Client(s)

Name _____

Signature _____

Address _____

Email address _____

Date _____

Advisor

Advisor's name _____

Advisor representative's name _____

Advisor representative's title _____

Advisor representative signature _____

Address _____

EXHIBIT I

SCHEDULE OF FEES

Client agrees to pay Advisor an Investment Advisory Fee for its investment advisory services, determined, calculated and payable as follows:

Portfolio Management Services Fees

Management Fees

Total Assets Under Management	Annual Fee
All assets	N/A

[Reserved].