

Chatsworth Securities LLC

DRAFT

April 29, 2017

Mr. Ed Downs
Chief Executive Office
Intelligent Fund Management
9111 Jollyville Rd., Suite 275
Austin, TX 78759

Dear Ed:

This letter agreement (the “Agreement”) confirms the terms upon which Chatsworth Securities LLC (“Chatsworth”) will be engaged as financial advisor (the “Financial Advisor”) to represent Intelligent Fund Management (“IFM”) with respect to arranging Transactions to increase assets under management (“AUM”) and/or arrange financing, joint ventures, strategic partnerships, mergers, acquisitions or any other matters mutually agreed among the parties (hereinafter a “Transaction”).

Section 1: Nature of the Engagement

The Financial Advisor will advise and assist the Company with the following:

Scope of Work

Phase I: Planning and Development

- During Phase I, Chatsworth will advise and assist Intelligent Fund Management, LLC to position the OmniFund products, including “Robo Advisor”, with regard to the following:
 - Marketing – Advise on revenue models for target investor groups and platforms for product delivery.
 - New products – New product ideas that could be developed using the existing OmniFund methodology in order to fit market niches or asset classes of high demand or where the methodology demonstrates strong performance characteristics.
 - Investors – Determine the target investor groups.
 - Platforms – Analyze the options for platforms for product delivery.
 - Access – Establish how to most successfully access investor groups.
 - Product Structure – Advise on all aspects of product structure as they relate to target investor groups and platforms for product delivery.

Phase II: Execution

- During Phase II, Chatsworth will advise and assist IMF with regard to the following:
 - Identify alternatives and advise on product structures such as ETF’s (both passive and active index products), Mutual Funds, Closed-End Funds, Separately Managed Accounts (SMAs), and delivery systems such as Strategic Partnerships, Asset Management companies, Securities firms and funds.

- Advise on strategy for providing OmniFunds capabilities such as Direct management, Co-management, Subadvisory, Strategic Partnership and advise on the strengths and weaknesses of each as they relate to OmniFunds.
- Prioritize the most attractive options in terms of (1) capturing AUM, (2) revenue models to maximize profitability, and (3) timing – develop realistic timetables.
- Create marketing materials as needed for each initiative.
- Contact groups targeted. Arrange and attend meetings with OmniFunds.
- Advise and assist with negotiations for each initiative.

The Company recognizes and confirms that: (i) in performing these services the Financial Advisor will be using and relying on publicly available information released by the Company and such other information as may be furnished to it or approved by the Company (collectively, the “Information”); (ii) the Financial Advisor does not assume responsibility for the accuracy and completeness of the Information and (iii) the Financial Advisors are not responsible for independently verifying any of the Information provided by the Company.

The Company shall be responsible for the contents of any disclosure documents used in arranging the Transaction, and the Company shall ensure that such documents will not, with respect to Information provided by the Company, as of the date of closing of any Transaction, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

During the period that the Financial Advisor is engaged by the Company hereunder, the Financial Advisors will be the sole and exclusive representative in connection with any Transaction.

In its efforts to introduce any counterparty introduced to participate in a Transaction (“Investors”) to the Company, the Financial Advisor shall act solely as the Company’s agent, on a best efforts basis, and not as principal. The Company understands and agrees that the Financial Advisor is not acting in a fiduciary capacity. Chatsworth shall not have any liability to the Company in the event any investment is not consummated for any reason. The Financial Advisor shall keep all information not publicly available confidential.

Section 2: Fees

For services provided hereunder, the Company shall pay the Financial Advisors the following fees for any Transaction between any Investor and the Company.

Consulting fees:

- \$15,000 per month for the first, second and third months.
- \$12,500 per month for the fourth, fifth and sixth months.

Success fees:

- The Success Fee for each Transaction shall consist of two parts: (1) A flat amount of \$.....at the time of the closing for each Transaction, and (2) a Participation fee equivalent to X% of the revenue derived from an ongoing Transaction, or the proceeds from a Transaction which is a single event. Success fees shall be payable on a quarterly basis as appropriate.

The initial Consulting fee is payable within ten days from the effective date of the engagement agreement and thereafter within ten days from the end of the first month and for each of the following months. The Success fees payable as a flat fee are payable within ten days from the date of the closing of a Transaction. The Participation fee is payable within ten days from the end of each calendar quarter.

All fees due to the Financial Advisor shall be due and payable in full in U.S. Dollars without reduction for any taxes or fees. All fees will be paid by wire transfer according to instructions to be provided by the Financial Advisor.

Section 3: Expenses

In addition to any fees that may be payable hereunder, the Company hereby agrees, from time to time upon request, to reimburse the Financial Advisor for all reasonable out-of-pocket marketing and travel expenses incurred in connection with the proposed transaction or otherwise arising out of the Financial Advisor's engagement hereunder. All expenses must be pre-approved by the Company in order to be subject to reimbursement.

In addition, the Company will bear all its legal, accounting, printing and other expenses in connection with any transaction.

Section 4: Authorization

The Company represents and warrants that Mr. _____ is duly authorized to enter into this letter agreement on behalf of their respective firms, and that the execution and delivery of this letter agreement constitutes a valid and binding obligation of the firm and that the consummation of the Transaction contemplated hereby does not, to the best of the firm's knowledge, conflict with or result in a breach of any of the terms, provisions or conditions of any agreement, written, or otherwise, to which the firm is a party.

Upon the execution of this Agreement, the Company shall pay the Financial Advisor one-thousand dollars (\$1,000) for background checks relating to the Company and hereby grants its permission to conduct such background checks on the Company, its officers and principals. The Company agrees to cooperate with all of the Financial Advisor's due diligence efforts and provide them with requested information including Social Security numbers of its officers or other parties deemed critical to the due diligence process. The Company agrees to cooperate with the Financial Advisor's due diligence process regarding the Company, its owners and officers so that the Financial Advisor may comply with US law, regulations and sound business practice.

Section 5: Indemnification

The Company agrees to indemnify, defend and hold harmless the Financial Advisor and their members, officers, employees and agents from and against any and all losses, liabilities, claims, or damages and expenses whatsoever (including, but not limited to, all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened, or any claim whatsoever and including any amounts paid in any settlement effected with the Company's consent, such consent not to be unreasonably withheld) from any third party claims including claims made against the Company, claims made by the Company against persons other than the Financial Advisor or, the Company's negligent failure to discover any untrue statement or alleged untrue statement of a material fact contained in the Information provided by the Company as from time to time amended and supplemented or the omission or alleged

omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading (together "Losses") to which any indemnified party may become subject in the performance of their duties, unless any such Losses arise out of the gross negligence or willful misconduct of the Financial Advisor or any of its members, officers, employees, sub-contractors or agents. The Company shall reimburse each indemnified party for any legal expenses reasonably incurred by it, however each indemnified party shall use the same counsel unless there is an irreconcilable conflict between the different indemnified parties' interests, and duly proved in connection with the investigating or defending any third party claim against such indemnified parties.

Section 6: Termination of Engagement

The Financial Advisor's engagement hereunder may be terminated by either the Company or the Financial Advisor at any time, with or without cause, upon 30 days' written advice to the other party 90 days following the effective date this agreement; and provided, however that the Financial Advisor will be entitled to its full fee under Section 2 hereof in the event that any time prior to expiration of 12 months from the date of the termination of this letter agreement, after such termination a Transaction is consummated with a party introduced prior to termination; and provided, further, that the provisions of Section 3, 4, 5, 6 and 7 shall survive such termination. For a period of 12 months from the date of termination of the letter agreement, the Company agrees to notify the Financial Advisor no less than 30 days before closing any financing Transaction.

The Company understands and agrees that all advice (written or oral) given by the Financial Advisors to the Company in connection with the Financial Advisor's engagement hereunder is intended solely for the Company's benefit and use and that no such advice shall be used, reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public reference be made to the Financial Advisor except with their prior written consent.

Section 7: Arbitration

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the Financial Industry Regulatory Authority's ("FINRA") Rules of Arbitration at a hearing to be held in Stamford, CT and judgment upon an award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof. The commencement of arbitration proceedings by an aggrieved party to settle disputes arising out of or relating to this contract is a condition precedent to the commencement of legal action by either party. Neither party shall make a claim against the other for punitive damages. Each party will be responsible for their own costs in conjunction with the arbitration proceeding. If the Company or the Financial Advisors commence action in any court prior to an arbitrator's final decision on the controversy or claim, then the party commencing such action will be responsible for all expenses incurred by the Financial Advisors and the Company in the arbitration and the court proceedings. Notwithstanding any other language in this Agreement the Company agrees that in the event of non-payment of fees and expenses due to the Financial Advisors from the Company pursuant to this Agreement that the Company will pay for the cost of collection including reasonable attorney's fees.

[Remainder of page left intentionally blank]

Please confirm that the foregoing is in accordance with your understandings and agreements with the Financial Advisor by signing the duplicate copy of this letter agreement and returning it to the undersigned, thereby constituting this a binding agreement between us, our respective successors and assigns.

Very truly yours,

Accepted and agreed to as of the date of this letter:

Intelligent Fund Management

Chatsworth Securities LLC

By: _____

By: _____

Ralph DiFiore
Senior Managing Director