

INVESTMENT MANAGEMENT AGREEMENT

THIS INVESTMENT MANAGEMENT AGREEMENT (this “*Agreement*”) is entered into by and between *DIZRAPTOR FUND 1040, LLC*, a Delaware limited liability company (the “*Company*”), *DIZRAPTOR MANAGEMENT, LLC*, a Delaware limited liability company (the “*Manager*”), and *DIZRAPTOR ADVISER, LLC*, a Delaware limited liability company (the “*Investment Manager*”) as of September 12, 2022. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Limited Liability Company Agreement of the Company dated September 12, 2022, as amended from time to time (the “*LLC Agreement*”).

RECITALS

WHEREAS, pursuant to the LLC Agreement, the Manager is authorized to retain the services of the Investment Manager and any officers, managers, or Affiliates thereof in connection with the operation of the Company, provided that the Manager shall have exclusive control over the management of the Company business and remain responsible for its duties and responsibilities under the LLC Agreement; and

WHEREAS, the Company desires to retain the Investment Manager to perform certain administrative, operational, and other services on behalf of the Manager and the Company, and the Investment Manager is willing to perform such administrative, operational and other services as are hereinafter described, on the terms and conditions set forth herein.

AGREEMENT

Now, therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration provided for herein, the receipt of which is hereby acknowledged, the parties hereto (the "Parties") agree as follows:

1. INVESTMENT MANAGER DUTIES

- a. The Company hereby engages the Investment Manager, and the Investment Manager hereby agrees, as an independent contractor, to provide investment advisory services to the Company. The duties of the Investment Manager may include, but shall not be limited to, (i) maintaining the books and records of the Company, (ii) establishing bank accounts on behalf of the Company and providing management of such accounts, (iii) identifying and investigating possible investment opportunities for the Company, (iv) making recommendations to the Manager regarding the acquisition and disposition of investments by the Company, (v) monitoring the performance and status of Company investments, and (vi) facilitating the provision of reports and other communications to the Company's limited partners. The Investment Manager shall prepare and deliver to the Company reports required to be delivered to the Partners of the Company pursuant to the LLC Agreement, including annual financial reports.
- b. In discharging its duties under this Agreement, the Investment Manager may, at its own expense, retain a staff trained and experienced in the operation of an investment fund having the size, purpose and investment focus of the Company. Where appropriate, the Investment Manager shall arrange for and coordinate the services of other professionals and consultants.
- c. In performing such services, the Investment Manager shall at all times comply with the relevant terms of any partnership agreements, limited liability company agreements, purchase agreements, license agreements, management agreements, performance fee agreements, or any other agreements to which the Company is a party, as they may be amended from time to time, and of which the Investment Manager is provided prior written notice.
- d. Notwithstanding any provision of this Agreement to the contrary, the Investment Manager shall not be authorized to act in the name of or

on behalf of, or in any way bind, the Company, it being acknowledged that the Manager retains ultimate responsibility for the overall management, policies, and operations of the Company.

- e. The Investment Manager shall maintain the confidentiality of all confidential and/or proprietary information provided to the Investment Manager by the Manager or the Company and shall not use such information other than for a Manager or Company purpose.

2. COMPENSATION; EXPENSES.

- a. In connection with the performance of its duties herein, the Company will pay to the Investment Manager the Investment Management Fee paid or payable during the term of this Agreement by the Company in accordance with the LLC Agreement, or such lesser amount as is agreed upon from time to time by the Parties.
- b. To the extent that, during the term of this Agreement, the Investment Manager incurs reasonable expenses for which the Manager or the Investment Manager is entitled to reimbursement by the Company under the LLC Agreement, the Manager hereby assigns to the Investment Manager the Manager's right to receive such reimbursement.

3. EMPLOYMENT ISSUES.

It is expressly acknowledged and agreed that the Manager and the Company shall have no power or authority to obligate the Investment Manager to pay any salary or other compensation to its members, employees, or independent contractors. The Investment Manager hereby agrees that each individual who serves as an employee of the Investment Manager and provides services to or for the benefit of the Investment Manager in connection with the services to be provided under this Agreement shall be an "at-will" employee subject to a written employment agreement until such time as such employment agreement is terminated.

4. EXCULPATION AND INDEMNIFICATION.

The Investment Manager, and its Affiliates, officers, directors, managers, employees, shareholders, partners, members, agents, and consultants shall be entitled to exculpation with respect to, and indemnification by, the Company to the extent provided in this agreement.

5. TERM OF AGREEMENT.

This Agreement shall terminate upon the earlier of (a) the final termination and liquidation of the Company, or (b) the date that the Manager ceases to serve as the Manager of the Company, unless otherwise terminated by either of the Parties by at least 30 days' prior written notice to the other Party for any reason or no reason. At the conclusion of the term of the Agreement, any compensation payable to the Investment Manager shall be pro rated on a daily basis and any excess compensation actually received by the Investment Manager shall be promptly returned to the Company.

6. RELATIONSHIP OF PARTIES.

Nothing herein shall be construed so as to make the Investment Manager, the Manager, and the Company partners or joint venturers with each other or impose any liability as such on either of them.

7. AMENDMENT.

This Agreement may only be amended, and the terms of this Agreement may only be waived, with the written consent of each of the Parties.

8. APPLICABLE LAW.

This Agreement shall be governed for all purposes by the laws of the State of Delaware as such law would be applied to agreements among the residents of such state made and to be performed entirely within such state.

9. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original instrument, but all of which together shall constitute a single agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Investment Management Agreement as of the date first written above.

THE COMPANY:

DIZRAPTOR FUND 1040, LLC

By: Dizraptor Management, LLC, manager

By: 

Name: Dmitry Belousov

Title: President

THE MANAGER:

DIZRAPTOR MANAGEMENT, LLC

By: 

Name: Dmitry Belousov

Title: President

THE INVESTMENT MANAGER:

DIZRAPTOR ADVISER, LLC

By: 

Name: Dmitry Belousov

Title: President