

Agreement Regarding Security Check of Optimus Ventures LLC

This Agreement is drawn between Optimus Ventures LLC, 1 Market st, 36th Floor, San Francisco CA 94105 (First Party) and MaLabs, 2075 N Capitol Ave, San Jose, CA 95132 (Second Party)

Whereas the first party is acquiring goods worth ^{\$269050}..... from Second Party under Invoice ⁸²²⁹³ dated 09/06/16 under terms of Net 30 days.

Whereas the Second Party has agreed to extend terms to First Party in return of deposit of a Security check dated 30 days from date of shipment to secure the transaction.

The First Party agrees to secure the Check Number ⁰⁰¹²⁶..... Bank of the West A/c 14 2217444 of USD ^{\$269050} as Security against payment to the Second Party. The second party agrees that this check is a security instrument and will not be banked under any circumstances unless First Party fails to pay on 30th day from the date of shipment of goods.

Agreed on the 6th of Sept, 2016 at 2075 N Capitol Ave, San Jose, CA 95132, by officers authorized to sign on behalf of both parties

Signed on behalf of First Party

Name

Meera Kaul

Designation

COO

Signed on behalf of Second Party

Name

Elke Khoury

Designation

CEO



JPMORGAN CHASE BANK, N.A.

Date: Jan 11, 2017 Advice = 111172

Acct: 703/865219588/0
Alt. Acct: /

Reason
NSF 1st

Deposit Date

Seq #
99005413

Amount
\$269,050.00

These items are being charged to your account and will be assessed a fee on your analysis statement.
Inquiries: 866-854-3718
COMMERCIAL CUSTOMERS-Contact Service Rep

Advice = 111172

MA LABORATORIES INC
2076 NORTH CAPITOL AVE
SAN JOSE CA 95132

Totals

1 Items charged totaling \$269,050.00
*0 Items redeposited totaling \$0.00
**0 RCK Items redeposited totaling \$0.00

Advice Total \$269,050.00

111900057
01/11/2017
99005413

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-A
NOT SUFFICIENT FUNDS

NSF

2270073582 [111900057] 01/09/2017

| | | |
|---|-----------------------------|-------------------|
| OPTIMUS VENTURES LLC 1 MARKET ST 88 FL SAN FRANCISCO, CA 94105 | | 126 60-76/2611 |
| Date: <u>10/18/2016</u> | | |
| PAY to the order of | Ma Labs Inc thousand | \$ 269,050.00 |
| Two hundred and sixty nine thousand, five hundred | | Dollars |
| BANKWEST San Francisco Branch Office 2076 NORTH ST SAN FRANCISCO, CA 94107 | | |
| For | Security chq for Inv SR5298 | |
| ⑆122100782⑆ 042217414⑆ 00126 | | |

OPT35. RV# 170111. Jck# 126. SJ DM# 103661
⑆122100782⑆ 042217414⑆ 00126 ⑆0026905000⑆

121100782 01/09/2017
500384225
121100782 01/10/2017
300836 RR - A
111900057 01/11/2017
99005413 RR - A

Do not endorse or write below this line ↓

**PAY TO THE ORDER OF
MA LABORATORIES INC
FOR DEPOSIT ONLY**

>111900057< 01/09/2017
2270073582

Personal Guarantee

This Personal Guaranty ("Guaranty") is made this 6 day of JULY, 2016 by MEERA KAUL,
whose address is 143, SELBY IN, ATHERTON, CALIFORNIA ("Guarantor") in favor of Ma Laboratories, Inc., a
California corporation ("Ma Labs").

RECITALS

WHEREAS, Ma Labs is a vendor of computer products;
WHEREAS, MEERA KAUL is the owner and principal of OPTIMUS VENTURES LLC ("Company");
WHEREAS, as a condition for Ma Labs continuing to do business with Company, and for each order placed by
Company in connection therewith, Ma Labs requires that Guarantor unconditionally personally guarantee all
present and future obligations of Company to Ma Labs; and
WHEREAS, Guarantor believes that it is in Guarantor's best interest to provide the requested Guaranty and has
voluntarily and knowingly agreed to execute this Guaranty;
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by
Guarantor, Guarantor acknowledges and agrees as follows:

1. Guarantor hereby unconditionally personally guarantees the performance (payment) of all present and future contract, order, payment and other obligations of Company to Ma Labs (hereafter collectively referred to as the "Contract") including the full principal amount thereof with all interest and charges accrued thereon as provided by agreement or by law. This Guaranty shall be an absolute, irrevocable and continuing Guaranty.
2. The rights and remedies of Ma Labs against Guarantor arising under this Guaranty shall be separate and independent of any rights and remedies Ma Labs may have under the Contract, any other agreement or any law against Company, and Guarantor acknowledges same.
3. Ma Labs shall not be required to proceed first or at all against Company or any other person or entity before enforcing the terms of this Guaranty against Guarantor as to the full amount of the principal obligation owed by Company to Ma Labs, with interest thereon as provided by agreement and at law (including prejudgment interest).
4. Ma Labs shall not be required to pursue, exhaust or satisfy (whether in whole or in any part) any right or remedy Ma Labs may possess against Company or any other person or entity before legal action is instituted to enforce Ma Labs' rights hereunder to obtain and enforce judgment against Guarantor on this Guaranty for the full amount of Company's payment obligations to Ma Labs, with accrued interest (including prejudgment interest).
5. In the event Ma Labs is the prevailing party in any action to enforce this Guaranty, Ma Labs will be entitled to recover its reasonable attorneys' fees, costs and expenses from Guarantor (including any audit and accounting fees, costs or expenses) and submit to legal jurisdiction in the county of Santa Clara, State of California.
6. Guarantor shall provide Ma Labs, on request, with true, timely, complete and correct information regarding the financial condition of Company insofar as pertinent to its ability to fulfill its ongoing contract and payment obligations to Ma Labs. All reports, financial statements, documents, representations, and other information of any kind provided to Ma Labs by Guarantor or Company shall be true, timely, complete and correct in all material respects. Guarantor acknowledges that this obligation is continuing in nature.
7. Guarantor's obligations under this Guaranty shall not be waived, diminished or discharged by any delay, forbearance, accommodation, or extension of time that Ma Labs may (in its sole discretion) grant to Company or Guarantor, by any prior or future course of dealing between Ma Labs and the Company, by the release of any other obligor or any collateral, or by any other act, omission, or circumstance, and Guarantor waives any right to assert same as to the entirety and any part of the obligations of Company and Guarantor. Specifically and without in any way narrowing the scope of the foregoing waivers, the Guarantor waives any and all rights of notice, demand, presentation, subrogation, reimbursement, indemnification, contribution, setoff, election of remedies, and other rights and defenses that are or may become available to Guarantor by reason of California Civil Code §§ 2767 to 2855, 2898, and/or 8485, the California Commercial Code, or other statutory or decisional law.
8. This Guaranty, all of its terms and conditions, and all obligations of the Guarantor hereunder, shall be binding upon the successors, assigns, heirs, and beneficiaries of such Guarantor (including any trustee or debtor-in-possession on behalf of such Guarantor) and shall inure to the benefit of Ma Labs and its successors and assigns.
9. This Guaranty is intended as the final expression of the agreement of Guaranty and is acknowledged by Guarantor to be a complete and exclusive statement of its terms and conditions. No act or failure to act on the part of Ma Labs in the enforcement of its rights and/or Company's or Guarantor's obligations in connection with the Contract or this Guaranty shall in any way be deemed to give rise to any estoppel or waiver or other claim or defense in favor of Company or Guarantor.

meera kaul

Guarantor's Signature
MEERA KAUL

Guarantor's Full Name (Typed or Printed)

OWNER

Title (owner / president only)

Social Security Number
(Passport or ID number for International Customer)