

PERFORMANCE-BASED AGREEMENT

*This Performance-Based Agreement ("Agreement") is made effective as of the date of execution by and between **Flexis Investment Company** ("Company"), a corporation duly organized and existing under the laws of Russian Federation, with its principal office located at 4 avenue de la Baltique, Bât. acacia – Hall 9 91140 Villebon-sur-Yvette, France, and the undersigned client ("Client"). The Company and the Client are collectively referred to as "the Parties" and individually as "Party."*

***WHEREAS**, the Client desires to engage the services of the Company to assist in investment activities subject to performance-based compensation structures, and the Company agrees to provide such services under the terms set forth herein.*

***NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:*

1. Scope of Services

The Company agrees to provide investment advisory services to the Client under the following service tiers:

- *"Start" Tier*
- *"Standard" Tier*
- *"Premium" Tier*

Each of these service tiers comes with distinct benefits, performance conditions, and fees as described in Sections 2, 3, and 4 below.

2. Service Tiers and Benefits

2.1 "Start" Tier

- *Initial Cost:* \$50 minimum one time investment required to start.
- *Fee Structure:* No fixed fees. The Company earns only from the Client's profits.
- *Included Services:*
 - *Assistance in selecting a reliable broker.*
 - *Continuous trading signals and entry points from the Company's financial analyst.*
 - *One free financial consultation with a banking attorney.*
- *Profit Share:* The Company will receive 20% of the Client's profits, based on the net gain from the investment during the agreed period.

2.2 "Standard" Tier

- *Initial Cost:* \$200 minimum one time investment required to start.
- *Fee Structure:* No fixed fees. The Company earns 30% of the profits from the Client's portfolio.
- *Investment Risk Coverage:* The Company assumes all investment risks and provides full deposit insurance.
- *Client Access:*
 - *Direct online communication with the financial analyst.*
 - *Access to all services provided under the "Start" tier, in addition to enhanced support.*
- *Profit Share:* The Company will receive 30% of the Client's profits, based on the net gain from the investment during the agreed period.

2.3 "Premium" Tier

- **Initial Cost:** \$5000 minimum one time investment required to start.
 - **Fee Structure:** No fixed fees. The Company earns 30% of the profits from the Client's portfolio.
 - **Premium Features:**
 - Full automation of the Client's investment activities.
 - Access to a private Telegram group for exclusive insights and communication.
 - Personalized investment approach tailored to the Client's goals.
 - The opportunity for personal meetings with key representatives of the Company.
 - **Profit Share:** The Company will receive 30% of the Client's profits, based on the net gain from the investment during the agreed period.
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3. Brokerage Requirements

3.1 Authorized Brokers

The Client acknowledges and agrees that the Company's advisory services are available only through brokers that the Company has explicitly approved. The Client is required to choose one of the brokers from the list of trusted partners provided by the Company. Any transactions conducted outside of these authorized brokers will result in the immediate cessation of services, and the Client may forfeit any potential profits under this Agreement.

3.2 Financial Advice Limitations

The Company's financial analyst will provide investment guidance and trading signals exclusively to clients working with approved brokers. The Client agrees that any advisory services, including but not limited to trading signals, strategy recommendations, and risk assessments, are only valid when conducted with a broker endorsed by the Company.

4. Risk Management and Deposit Protection

4.1 Standard Tier Risk Management

For clients on the "Standard" tier, the Company provides a safety net for the Client's deposit. Deposit insurance becomes effective only after a loss of 51% of the Client's deposit. To qualify for this protection, the Client must adhere strictly to the trading signals provided by the Company's analysts, with an allowable deviation rate not exceeding 5%.

5. Confidentiality and Trade Secrets

5.1 Confidential Information

The Client acknowledges that in the course of their engagement with the Company, they will gain access to certain proprietary information, including but not limited to:

- *Entry points for trades*
- *Trading strategies and analysis*
- *Communications with the Company's team members*

All such information is considered confidential and proprietary ("Confidential Information"). The Client agrees to maintain the confidentiality of this

information and not to disclose it, directly or indirectly, to any third party. The Client further agrees that they will not discuss the nature of the services they receive from the Company, other than to acknowledge that they are engaging with an investment company that utilizes a performance fee model.

5.2 Non-Disclosure Obligations

Any breach of confidentiality or unauthorized disclosure of Confidential Information will result in a mandatory fine of \$10,000 USD. This fine shall be payable immediately upon discovery of the violation.

6. Indemnification and Limitation of Liability

6.1 Indemnification

The Client agrees to indemnify and hold harmless the Company and its affiliates, officers, agents, and employees from and against any and all claims, liabilities, damages, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Client's breach of any provision of this Agreement or the unauthorized use of the Company's services.

6.2 Limitation of Liability

The Company's liability to the Client for any claim arising out of this Agreement shall be limited to the amount of fees earned by the Company under the specific tier the Client has selected.

7. General Terms and Conditions

7.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [jurisdiction], without regard to its conflict of law principles.

7.2 Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

7.3 Termination

Either Party may terminate this Agreement by providing written notice to the other Party. Upon termination, the Client agrees to pay all outstanding fees based on the performance of the investment as of the termination date.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date indicated below.

For Flexis Investment Company:

Signature: _____

Name: _____

Date: _____

For Client:

Signature: _____

Name: _____

Date: _____