

SERVICE CHARGE AGREEMENT

between party of the first,

_____ (the Customer)

and party of the second,

LX InfoTech Sàrl
TechnoArk 3
3960 Sierre

(The Service Provider)



Preamble

1. The Customer is confident in the Service Provider's competence, tools and experience, ensuring the delivery of high-quality services ('the Service').
2. The Service Provider undertakes to provide the Service to the Customer under the conditions set out in this agreement ('the Agreement').
3. Autonomous Fund Management (AFM) is a proprietary platform, encompassing portfolio configuration, software, parameters, and algorithms, designed to facilitate the efficient management of stock market investments (the 'Platform').
4. In consideration of the facts described above and the reciprocal benefits and obligations set forth in the Agreement, the receipt and validity of which are hereby acknowledged, the Customer and the Service Provider (individually the 'Party' and collectively the 'Parties') agree as follows.



Services provided

5. The Customer engages the Service Provider to provide the Service, which includes the following services:
- Installation and start-up of the Platform for the Customer's brokerage account(s). During the validity of the Agreement, the Customer shall have the right to use the Platform for all of its accounts.
 - Provision to the Customer of tools enabling it to
 - Monitor the performance of its portfolios.
 - Terminate asset management for one or more of its accounts.
 - Monitoring and maintenance of the Platform. Intervention and troubleshooting in the event of problems or malfunctions.

Any additional tasks must be the subject of a written agreement signed by both parties.

6. The Service Provider agrees to provide the Service to the Customer.

Duration of the Agreement

7. The validity of the Agreement lasts from the date of signature of the Agreement until termination by one of the Parties or if the Agreement is terminated due to inactivity of the accounts according to Article 9 below.
8. Either Party may terminate the Agreement at any time.
9. A web interface shall be made available to the Customer allowing it to shut down the Platform for one or more of its accounts. The agreement shall be terminated if the Customer takes the initiative to terminate the Platform for all of its accounts via this interface.

Remuneration

10. In return for the Service, the Customer shall pay remuneration to the Service Provider according to the following terms:



	<u>Amount</u>			<u>Annual service charge</u>	
	<u>Min.</u>	<u>Max.</u>		<u>Min.</u>	<u>Max.</u>
\$1M – \$2M	5000,000	1,000,000	1.10%	5,500	11,000
\$2M – \$5M	1,000,000	5,000,000	0.80%	8,000	40,000
\$5M – \$10M	5,000,000	10,000,000	0.60%	30,000	60,000
>10M	10,000,000		0.50%	50,000	

- Of the total amount of all brokerage accounts connected to the Platform.
- The Remuneration shall be invoiced every two months plus applicable taxes.
- If, during a billing period, the Customer increases or decreases the assets in its account connected to the Platform, the Remuneration will be calculated on a pro rata basis from the date of the change until the date of the next invoice.

Resources to be provided by the Customer

- The Customer undertakes to provide the Service Provider with the following resources:
 - The Customer must have a brokerage account accessible by API (Application Programming Interface).

Confidentiality

- Confidential information ('confidential information') means all data and information relating to the business of the Customer of which the Customer could reasonably be considered to be the owner, which includes, but is not limited to, accounting records, business processes and customer records as well as any information that is not generally known in the Customer's industry and in the event that no one can reasonably be expected to disclose it.
- The Service Provider undertakes not to reveal, disclose, report or use any confidential information without the Customer's authorisation. This obligation continues after the termination of the Agreement and shall end on an indefinite date.
- All written and oral information and all materials disclosed or provided by the Customer to the Service Provider under the Agreement constitute confidential information, notwithstanding the time or manner in which they are provided to the Service Provider.



Material ownership and intellectual property

15. All intellectual property and all related materials (the 'intellectual property'), including any work or related product under development under the Agreement, shall be the exclusive property of Mr Peter Seilern (Chemin de Plan Pra 28, 1936 Verbier 'the Author'). The Service Provider has a valid licence to use the intellectual property from the Author.
16. The use of the intellectual property by the Customer shall be subject to a limited sub-licence of use. This sub-licence immediately ceases to be valid in the event of termination of the agreement or if the Customer is in default in the performance of its contractual obligations.
17. The title and the property rights, as well as the distribution rights of the intellectual property, remain exclusively with the Author.

Return of property

18. Upon the expiry or termination of the Agreement, the Service Provider shall return to the Customer all goods, documents, records, confidential information, or intellectual property belonging to the Customer.

Freelancer

19. When providing the Service under the Agreement, it is expressly agreed that the Service Provider is operating as a self-employed person/freelancer and not as an employee of the Customer. The Service Provider and the Customer acknowledge that the Agreement does not create a partnership or joint venture between them, and constitutes only a service provision agreement.

Notices

20. All notices, requests, or other communications required or permitted by the Agreement shall be in writing and delivered to the Parties at the addresses specified below or any other address subsequently provided by either Party, if applicable.
 - a)
 - b) LX InfoTech Sàrl, TechnoArk 3, 3960 Sierre



Disclaimer of liability

21. The Customer must take into account its financial situation and consult its financial advisor(s) in order to understand the risks incurred before using the Platform. Past performance is not indicative of future results, and no guarantees or representations are made about future performance.

The Service Provider cannot be held responsible

- a. For any loss that the Customer may suffer as a result of operations and transactions carried out by the Platform;
- b. For any loss, direct or indirect, as a result of transactions carried out by the Customer.

Changes to the Agreement

23. Any amendment to the Agreement shall be in writing and signed by each Party or their authorised representatives.

Assignment

24. The Service Provider shall not assign or transfer its obligations under the Agreement without first obtaining the Customer's written consent.

Entire agreement

25. This Agreement contains the entire agreement stipulated between the Parties.

Applicable law

26. This Agreement shall be interpreted and governed in accordance with the laws of Switzerland. The courts having jurisdiction over the Service Provider's domicile shall have exclusive jurisdiction to hear all disputes arising in connection with the Agreement.

Divisibility

27. If any provision of this agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the court shall amend the said provision only to the extent necessary for reasonableness and enforceability. All other provisions shall remain valid and enforceable.

Waiver

28. The waiver of a Party to invoke a remedy for a violation, breach, delay or omission with respect to one of the provisions of the Agreement by the other Party shall not be interpreted as a waiver to invoke a remedy for other violations, breaches, delays or omissions.



LX InfoTech Sàrl

Techno Ark 3
3960 Sierre VS
Suisse

Service provider to

AFM

&
account holders.

Signed in _____ on _____

(Customer)

Leyun Xia, Director of LX InfoTech Sàrl
(Service provider)



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l.xia@lxinfo.ch