

The following document is a general and concise example of an investor agreement with clauses that can be expected universally across all services of The Benjamin Fund.

BENJAMIN FUND INVESTMENT AGREEMENT

This Investment Agreement ("Agreement") is entered into on this ____ day of _____, **2025**, by and between:

1. **Benjamin Fund** ("Fund"), a private investment entity managed and operated by Matthew Benjamin Vargas ("Fund Manager"), and
2. **Investor** ("Investor") (collectively, the "Parties").

1. Purpose

This Agreement outlines the terms and conditions under which the Investor agrees to provide capital to the Fund in exchange for a share of potential returns generated by the Fund's investment activities.

2. Investment Terms

1. **Investment Amount:** The Investor agrees to invest \$ ____ . ____ in the Benjamin Fund.
2. **Performance Fee:** The Fund does not charge a management fee, distinguishing it from other mutual funds that typically charge a standard 2% management fee, instead the fund charges a 15% performance fee (waived in the first year of investment), that is: 15% of all generated profit on the Investors initial contribution.
3. **Returns:** The Investor will receive distributions in proportion to the capital invested, based on the Fund's annual performance, minus any incurred costs and performance fees.
4. **Holding Period:** All deposited funds will be allocated for investment within 15 days of receipt.

3. Legal and Financial Liability

1. **Limitation of Liability:** The Investor acknowledges that the Fund Manager, affiliates, or any employees shall not be liable for any losses incurred except in the case of gross negligence, fraud, or breach of fiduciary duty.
2. **Indemnification:** The Investor agrees to indemnify and hold harmless the Fund and its affiliates from any liabilities, claims, or legal expenses arising from third-party actions linked to the Investor's capital.
3. **Personal Liability Waiver:** The Investor shall not be personally liable for any debts, liabilities, or obligations of the Fund.

4. Transparency and Reporting

1. **Quarterly and Annual Reports:** The Fund will provide an annual performance report, including a summary of fund holdings, investment strategies, and TTM IRR.
2. **Communication:** The Investor may request information about Fund performance, subject to reasonable notice and timing as deemed appropriate by the Fund Manager.

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5. Withdrawal and Termination

1. **Withdrawal:** Withdrawal of investment is subject to the terms mutually agreed upon by the Fund Manager and Investor and is restricted to monthly or annual intervals. First year investors are subject to a minimum term of 365 days from initial fund deposit.
2. **Termination of Agreement:** Either Party may terminate this Agreement upon 30 days written notice, subject to liquidation policies and the return of funds as determined by the Fund's performance and liquidity.

6. Confidentiality

The Investor agrees to maintain the confidentiality of the Fund's proprietary information, strategies, holdings, and all other sensitive data, unless disclosure is required by law.

7. Miscellaneous Provisions

1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.
2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Colorado Division of Securities and further, the Securities and Exchange Commission.
3. **Dispute Resolution:** Any dispute arising from this Agreement shall be resolved through standard arbitration and the decision shall be binding upon both Parties.

Signatures:

Fund Manager: _____

Date: _____

Investor: _____

Date: _____