

This Agreement is made and effective from the \_\_\_\_\_ Day of September, 2020

**BETWEEN:**

**ROYAL BRAND NIGERIA LIMITED**, a limited liability company incorporated under the Laws of the Federal Republic of Nigeria with its registered address at No 76, Idowu Taylor Street, Victoria Island Lagos hereinafter referred to as the **‘the Company’**, which expression shall, where the context so admits, include its successors-in-title and assigns of the ONE PART.

**AND**

**OLAMIJULO OLUWATODUROTU ANDREW** of No 44c, Olufolawe Avenue, Oluoye Estate, Ibadan Oyo State herein after referred to as hereinafter referred to as **“the Investor”**, which expression shall, where the context so admits, include its successors in title and assigns on the OTHER PART.

Collectively referred to as the ‘Parties’ or incidentally as a ‘Party’.

**THE TERMS OF AGREEMENT**

**Whereas:**

1. The company is into the business of providing solutions, enhancing and managing financial gains by helping Investors invest in top range businesses, which includes but not limited to, forex trading.
2. The company acts as an agent to credible links, to forex opportunities offered by forex traders and in its capacity is seeking investors who are willing to invest in the forex trading industry.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, agree as follows:

**SCOPE OF WORK**

The parties desirous of creating a reputable bond agrees to be supportive of each other wherever and whenever the need arises during the term of this agreement for the good of the business.

**ROLES OF THE PARTIES**

1. That the investment plan upon which the investor is willing to subscribe to is for a 1[One] Year period, with an initial sum of **N1,000,000 [One Million naira, only]** which entitles the investor to the trading capital and accrued interest therefrom.
2. That the company shall manage and maintain the accounts of the investor

diligently and shall give monthly report to the investor.

3. That interest [return on investment] shall be due from the 15th [Fifteen] day after the 1[One] Year. The investor is however entitled to 10% [ten percent] interest of his investment.
4. That in a case of default in the payment of the stipulated interest payment on the 15th [Fifteen] day after the 1[One] Year, a further 7 [seven] days period of grace shall be given to the company to rectify the default. Where such default is not rectified within the stipulated 7 [seven] days, an additional 2% [two percent] interest shall be added to the existing interest rate.
5. That where the default exceeds 90 [ninety] days, in so far as the cause of default is not as a result of a natural disaster or event which is not reasonably within the control of the company, then the investor shall be at liberty to terminate the agreement and recall his investment capital and may also without prejudice enforce any other right or interest accruable to him under the agreement.
6. That in the case of any loss of the financial investment of the investor, the company shall be responsible for same and shall indemnify the investor to the full extent of the investors' investment only.
7. That where the investor wishes to rollover his capital at the expiration of the first 6 [six] months, he shall notify the company of his intention to do so. This should be done 1 [one] month before the expiration of the investment period.
8. That where the investor chooses to roll-over the investment and problem arises with respect to the business venture, the company shall be responsible for 50% of the investor's investment only.
9. That the investor is at liberty to appoint any person, firm or organization to act as his legal attorney for the purpose of liaising or dealing with the company with regards to its investment.
10. The investor shall not be liable for any action or claim brought by a third party against the company, bothering on any negligent act or conduct by the company.

## **COMPENSATION/REMUNERATION**

1. The parties hereby agrees that the INVESTORS makes an initial payment in the sum of **N1,000,000 [One Million naira, only]** as investment to the account number provided by the **COMPANY**.
2. The parties also agrees that Mr. Buchi-Ezeabii Miracle shall be entitled to a 10% [ten percent] interest of his investment which shall only be ripe for withdrawal from the 15th [Fifteen] days after the 1 [One] year period subscribed for.
3. The parties also agrees further that in the case of default in the payment of the stipulated interest payment after the agreed 15th [Fifteen] days, a further 7 [seven] days period of grace shall be given to the company to rectify such

default, and if not rectified, an additional 2% [two percent] interest shall be added to the existing agreed interest rate.

4. The parties also agrees that where the investor wishes to rollover his capital at the expiration of the first investment, and problem arises with respect to the business venture, the company shall be responsible for 50% [fifty percent] of the initial investment only.

## **TERMINATION**

1. That subject to clause 5 of the roles of parties, a party may terminate the agreement by giving a 30[thirty] days notice of same to the other party in writing.

## **CONFIDENTIALITY**

1. Parties shall keep the confidential information of each other and shall not, at any time during or after the term of this Agreement, without prior written consent of the other, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information except when a law imposes such obligation to disclose.
2. This provision shall survive for a period of 10[ten] years after the expiration or termination of this agreement.

## **DISPUTE RESOLUTION**

1. That in the event of a dispute, parties shall refer themselves to Arbitration. All disputes arising from this agreement shall be referred to a single Arbitrator in the event that the parties can agree upon one; the Chief Judge of the Federal High Court sitting in Lagos shall appoint one on application by either party. Disputes shall be subject to the Arbitration Act, Cap 19, and Laws of the Federal Republic of Nigeria.
2. Each party shall bear the cost of his own Arbitrator.
3. The decision of the Arbitration shall be final and binding on parties.
4. The venue of the Arbitration shall be in Lagos.

## **GOVERNING LAW**

This agreement shall be governed by and construed at all times in accordance with the Laws of the Republic of Nigeria.

## **FORCE MAJEURE**

Neither party shall be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any act which shall include, but not limited to, any natural calamity such as storm, fire, explosion, strikes, war or military action or any other cause or matter not within the reasonable control of the party alleging occurrence of force majeure.

#### **GOOD FAITH**

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and termination of this Agreement.

**IN WITNESS WHEREOF**, this Agreement was signed by the Parties under the hands of their duly authorized officers and made effective as of the Effective Date.

**THE COMMON SEAL** of the within-named “The Company”  
**ROYAL BRAND NIGERIA LIMITED** is hereunto affixed

\_\_\_\_\_  
**DIRECTOR**

\_\_\_\_\_  
**SECRETARY**

**SIGNED SEALED AND DELIVERED by the within named [Investor]**

**OLAMIJULO OLUWATODUROTU ANDREW**

.....

**IN THE PRESENCE OF**

SIGNATURE .....

NAME .....

OCCUPATION .....

ADDRESS .....

DATE .....

