

INVESTMENT AGREEMENT

BETWEEN

WOSIWOSI FOODS LIMITED  
(COMPANY)

AND

(STRATEGIC BUSINESS PARTNER)

THIS AGREEMENT is made this (day) \_\_\_\_ day of (month) \_\_\_\_\_ 20 \_\_\_\_ . .

**BETWEEN**

WOSIWOSI LIMITED (Registration 08744823), a limited liability company, incorporated under the laws of the United Kingdom and Scotland and having its principal place of Unit 19 Repton Court Basildon SS13 1 LN (hereinafter referred to as 'The Company') which expression shall wherever the context so admits include its assigns, representatives and successors-in-title) of the ONE PART.

**AND**

(Contributor's Name) \_\_\_\_\_, of

(Contributor's Address) \_\_\_\_\_

(Hereinafter referred to as the Partner), which expression shall, where the context so admits, include its successors-in-title and assigns of the OTHER PART

**WHEREAS:**

1. The Company offers is in the business of trade , importing and exporting of African Foods and consumable products
2. The Company within the scope of her operation has a proposed arrangement to expand her business and a compelling experience where willing clients/subscribers can invest into the business for returns.
3. The Subscriber is desirous of subscribing to the business expansion arrangement with the investment fund and for the duration stated in the subscription form in accordance with the terms and conditions contained in this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS**

Company: Wosiwosi Limited

Contributor: is a person or persons who with the intent to invest.

Subscriber: also known as contributor

Subscription: is opting to invest in the business expansion arrangement of the Company for a return within a specified time.

Subscription cycle: is the period within which the profit over the investment matures.

Investment funds: is the payment made by the Subscriber to evince its intention to invest in the Company's closed asset.

Deposited fund: is the sum(s) deposited by the Subscriber (as stated on the initial and subsequent Investment Advice presented to the Subscriber, upon clearance of deposited funds).

Redemption Form: is the form which the Partner fills at the end of the subscription for the purpose of redeeming its returns and/or investment.

Transfer Form: is the form which the Partner fills and delivers to the company if he/she decides to transfer his/her holdings in the Avery Court to a third-party.

## 2. TERMS

**2.1 DURATION,** This agreement commences from the (day)\_\_\_\_day of (month)\_\_\_\_\_, 20\_\_ being the subscription date and shall be in force for a period of {12 months}, ending (day)\_\_\_\_day of (month)\_\_\_\_20\_\_\_\_ PROVIDED ALWAYS, that where the tenure of this Agreement is to be extended, parties shall jointly agree in writing on such extension.

**2.2 PURPOSE,** The purpose of this Agreement is to regulate the subscription of the Partners to the business expansion arrangement presented by the Company.

### **2.3 SUBSCRIPTION.**

**2.3.1** The Partner's subscription is (amount) \_\_\_\_\_ in the business expansion arrangement for a period of 12 months.

**2.3.2** The returns are 20% ROI (return on investment) for £5000 to 49000, and 25% ROI for £50,000 and above.

**2.3.3** The investment funds becomes payable in full to the Company upon the signing of this Agreement. All payment of investment funds shall be done in Naira or Pounds. Foreign currency (ies) is/are permissible.

### **2.4 REDEMPTION, RETURN AND WITHDRAWAL PROVISIONS**

**2.4.1** The Subscriber may redeem interest only, and redemption shall be six (6) month from subscription start date.

**2.4.2** The Subscriber may at the expiration of the investment period;

(i) Redeem the interest(s) accrued the business expansion arrangement alone; or

(ii) Redeem both the investment funds and interests accrued.

**2.4.3** To redeem, the Subscriber shall fill and deliver the Redemption Form in person at or by mail to the Company's office address or email address;

**2.4.4** The Company shall pay the Subscriber's returns at redemption date within two (2) weeks from the date the subscription ends and consequent upon the receipt of a redemption form in the manner stated above.

**2.4.5** At the time of redemption, the Partner's returns shall be paid less an amount equivalent to (£100 ) as management fees

**2.4.6** A subscriber who wants to withdraw his/her investment funds before the expiration of the duration shall give the Company a 2 month notice of the decision to withdraw his/her subscription.

**2.4.7** Withdrawing from the subscription shall entitle the Company to pay the Partner's returns less an amount equivalent to seven percent (7%) the investment value thus;

- (£100) management fees

- Five percent (5%) default fees

## **2.5 TRANSFER AND TRANSMISSION**

- 2.5.1** A subscriber is eligible to transfer his/her interest(s) held under the business expansion arrangement to third parties.
- 2.5.2** To transfer, the Partner shall fill and deliver the Transfer Form in person at or by mail to the Company's address.
- 2.5.3** Any instruction given by you to us to transfer Interests shall be deemed to be an instruction to transfer all your interests unless otherwise agreed to by us at the company's absolute discretion.
- 2.5.4** Immediately after we receive the transfer instructions from you, we shall not be obliged to act upon any further instructions from you relating to the holdings except that we may, at any time before the transfer is completed, and at our absolute discretion, accept your instructions to cancel the transfer.
- 2.5.5** In the event of the death of a subscriber, the subscriber's holdings shall automatically be transmitted to the subscriber's next of kin as stated on the subscription form.

## **2.6 PARTIES OBLIGATIONS**

### **2.6.1 Company's Obligations**

- 2.6.1.1** The Company undertakes to invest the amount entrusted to it by the Subscriber together with the funds of other investors in accordance with the terms and conditions of this Agreement.
- 2.6.1.2** The Company undertakes to maintain the funds entrusted to it separate from its own assets and away from the claims of its creditors.
- 2.6.1.3** The Company shall accrue to the Partner interest less management fee of five percent {5%} with respect to the investments made in accordance with this agreement immediately such payments are due and cleared.

### **2.6.2 Subscriber's Obligation**

- 2.6.2.1** The Partner shall pay the subscription fees in whole at the same time as submitting the subscription form;
- 2.6.2.2** The subscriber shall pay all ancillary fees due at each stage of the transaction as they arise;
- 2.6.2.3** The Partner hereby agrees to pay to the Company the amount(s) stated in the Subscription form, to be invested together with other subscribers' funds for the purpose of subscribing to the Business expansion arrangement specified in this Agreement;
- 2.6.2.4** Promptly notify the Company of any change in the information supplied at the commencement of the subscription or any subsequent instruction as may be given during the period of the subscription.

The Purchaser shall ensure compliance with all the Rules and Regulations pertaining to the subscription by the Company, prior to, during and at the time of withdrawal from or

redemption of the subscription.

### **3. LIABILITY, INDEMNITY AND WARRANTIES**

#### **3.1. Company's Liability**

To the extent permitted by law, the Company shall not be liable to the Partner for any act or omission in the course of or in connection with the services rendered by it under these Terms or for any loss or damage which the Partner may suffer or sustain as a result of or in the course of discharge by the Company of its duties hereunder. Without limiting the generality of the foregoing, we accept no responsibility and shall have no liability whatsoever towards you:

- a. for advising you or giving you any recommendation as to whether or not to invest in the businesses Expansion Arrangement you acknowledge that you should, if you so desire to, seek independent financial advice with respect to such investment opportunity;
- b. for any costs, expenses, losses or damages of whatsoever nature ("Losses") suffered or incurred by you as a result of, or in connection with, any acquisition, holding, disposal or redemption for any interests or any other transaction made or omitted to be made by you on the basis of any information provided by us pursuant to these Terms for any losses suffered or incurred by you as a result of or in connection with any act or failure by the Company or its representatives to act on your instructions or applications or investment, redemption, transfer or transmission for whatever reasons;
- c. for or in respect of any losses or failing to comply or delay in complying with our obligations under these Terms which is caused directly or indirectly by force majeure, Act of God, war, terrorism, industrial disputes, natural disaster, adverse weather conditions, failure of communication or transmission systems or any other cause, event or circumstances beyond our control;
- d. For any other cause whatsoever which are beyond our control whether arising anywhere in the world.

#### **3.2 Indemnity**

The Partner has independently studied and is satisfied with the project to which the subscription relates. The Partner's liability is however limited to the funds entrusted to the Company in accordance with this Agreement. To the extent permitted by law, the subscriber hereby agrees to indemnify and hold the Company harmless from and against any and all costs, expenses, losses or damages of whatsoever nature which the company may incur or suffer arising out of, or in connection with the Agents and/or we acting on your instructions given in connection herewith.

#### **3.3 Warranties**

- 3.3.1. The Company hereby warrants that it is a duly formed and validly existing company with companies House and has the legal power to conduct the business of investment and perform its obligations hereunder.
- 3.3.2. The Partner irrevocably warrants that the funds invested in the Company are legitimate funds with and of no criminal origin.

#### **4.0 WAIVER, AMENDMENTS, SURVIVING CLAUSE AND NOTICES**

- 4.1** No waiver or amendment to this Agreement shall be binding upon the Company and the partner unless it is in writing and duly executed by them. No delay or failure by the Company to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or future exercise of them.
- 4.2** No term shall survive at the expiry or termination of this Agreement unless expressly provided.
- 4.3** Any notice pursuant to this Agreement shall be given by electronic mail or letter and the onus of confirmation of receipt of such notices shall be on the sender. Any notice pursuant to this Agreement shall be addressed to the parties' addresses given on the first page of these presents.

#### **5.0 TERMINATION**

**5.1** The company may terminate this Agreement by giving the subscriber one (1) month prior written notice, provided that the company terminate this Agreement at any time without prior notice upon the occurrence of any of the following events:

- a)** If the Partner is in breach of any of these Terms; or
- b)** In the case where:
  - (i)** The Partner is a company, upon your winding-up (whether voluntary or otherwise), liquidation, insolvency or if you make an arrangement with your creditors or shall have a receiver appointed over all or any of your undertakings or assets or if the court shall make an order that you be placed under receivership;
  - (ii)** The Partner as a limited liability partnership, is in the winding-up process, whether voluntary or otherwise, or any of your partners is adjudged a bankrupt or a receiver or manager is appointed over all or any of your undertaking or assets;
  - (iii)** the Partner as an individual is declared bankrupt or incapable (or in the case there is more than one individual, of any such individuals) but all acts performed by us prior to us receiving written notice of such incapacity shall be valid and binding upon you and your successors-in-title;

**■** If, at any time, whether by reason of redemption, withdrawal or transfer of a holding or otherwise, the aggregate amount of investment held by a subscriber is nil, this Agreement shall be deemed to be terminated

#### **6.0 ARBITRATION AND GOVERNING LAW**

The parties herein have irrevocably agreed to refer any dispute arising from any part or whole of this Agreement to a sole arbitrator mutually appointed in accordance with the arbitration laws and the governing law shall be the common laws. Any decision, exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it shall be binding on parties only if in writing unless otherwise expressly provided in this Agreement.

IN WITNESS OF WHICH parties have executed this agreement in the manner below the day and year first above written.

THE COMMON SEAL of the within named Wosiwosi Foods Limited is hereby affixed in the presence

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DIRECTOR

SIGNED, SEALED AND DELIVERED

By the within named Subscriber

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