

INVESTMENT AGREEMENT

This Investment agreement is made through electronic transmission BETWEEN

AddyFx Limited, a company incorporated in Nigeria having its registered office at 10, Oluwaseyi Street, Isashi, Badagry-Lagos Road, Lagos (hereinafter referred to as the **INVESTMENT MANAGER**), which expression shall, where the context so admits, include its successors-in-title and assigns of the ONE PART

AND

The Investor to whom this investment agreement is attached to his/her mail (hereinafter referred to as the INVESTOR), which expression shall, where the context so admits, include its successors-in-title and assigns of the OTHER PART

WHEREAS:

a) AddyFX Limited offers services, including but not limited to the investment of funds in various asset classes including Foreign Exchange Market Investments and Nigeria Money Market Investments.

The **Investor** desires to invest, the deposited sums selected on the company website.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

1. BASIC AGREEMENT

- 1.1 The Investor hereby agrees to entrust to AddyFx Limited (the Investment Manager) the amount stated above for the purpose of the Investments specified in this Agreement. Such amount shall be remitted to the Investment Manager upon the signing of this agreement.
- **1.2** The Investment Manager undertakes to invest the amount entrusted to it by the Investor in accordance with the terms and conditions of this Agreement.

- 1.3 The Investor has independently studied and is satisfied with the Investments. The liability of the Investor is, however, limited to the funds entrusted to the Investment Manager in accordance with this Agreement.
- **1.4.** The Investment Manager undertakes to maintain the funds entrusted to it separate from its own assets and away from the claims of its creditors.
- 1.5 The Investment Manager will not charge a sales fee or management fee but will pay the stated interest on the stated fund invested.
- **1.6** The Investment Manager hereby undertake to manage monies and funds with utmost care, diligence and responsibility subject to the investment policies and terms of this agreement and subsequent agreement.
- **1.7** This Agreement shall commence on the day of the client's investment has been approved.

2 REPRESENTATIONS AND WARRANTIES:

- **2.1** The **Investment Manager** hereby warrants that it is a duly formed and validly existing company with Corporate and legal power to conduct the business of investment and perform its obligations hereunder.
- **2.2** The **Investor** irrevocably warrants that the funds invested in the Investment Manager are legitimate funds with and of no criminal origin.

3 RELEVANCE OF THIS AGREEMENT:

- **3.1** No waiver or amendment to this Agreement shall be binding upon the Investment Manager and the Investor unless it is in writing and duly executed by them.
- **3.2** No term shall survive at the expiry or termination of this Agreement unless expressly provided.
- **3.3** No delay or failure by either party 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. DURATION:

- **4.1** This Agreement shall come into force upon the parties hereto executing these presents and will remain in force until its termination as a result of breach of any of its covenants, if same was not rectified within seven days of receipt of notice of breach in writing or on the determination and redemption of all the Investments made on behalf of the Investor.
- **4.2** In termination of the contract, both parties should refer to section 6.1 to 6.5 of AddyFx Limited's "Terms and Conditions of Products and Services".

5. NOTICES

- **5.1** Any notice pursuant to this Agreement shall be given by fax, electronic mail or letter and the onus of confirmation of receipt of such notices shall be on the sender.
- **5.2** Any notice pursuant to this Agreement shall be addressed to the parties' addresses given on the first page of these presents.

6. 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 of Nigeria and the governing law shall be the laws of the Federal Republic of Nigeria.
- Any decision, exercise of discretion, judgement or opinion or approval of any matter mentioned in this Agreement or arising from it shall be binding on the parties only if in writing unless otherwise expressly provided in this Agreement.

7. INDEMNITY

Subject to other paragraphs of this agreement and with the object and intent of fulfilling these presents, **ADDYFX LIMITEED** herein covenants to further indemnify the **INVESTOR** of the investment sum against act of negligence, mismanagement of funds and gross misconduct. The indemnity shall cover the capital invested only.

8. FORCE MAJEURE

Neither party shall be liable to the other for any breach of this Agreement where the breach was caused by Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, licensing authority or other competent authority, industrial disputes of any kind, fire, explosion, flood, weather of exceptional severity which make it impossible for any of the parties to perform its obligations under this Agreement.

9. WAIVER

No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of this Agreement.

For any waiver to be effective, it must be in writing.

10.ENFORCEMENT

If arbitration, a court of competent jurisdiction or other competent authority finds any part of this Agreement invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

THE Signatories of the within named Investment Manager, ADDYFX LIMITED is herein affixed in the presence of:

ADOMS FRANCIS UJU **DIRECTOR NAME:**

OKEKE UJU TOCHUKWU Commence **DIRECTOR NAME:**

Registered Office: Operations Office:

10 Oluwaseyi Street, Isashi, Badagry Expressway, Lagos State.

Km12 Suite 15 Aisah Plaza, Opp. Diamond Estate. Lasu/Igando Road, Lagos State.

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