



**PayCare Ltd,**

Provisional Reg.: 8029131,

**Head office Address:**

SUITE C2, JUSTICE JOHN TSOHO STREET, SECOND FLOOR FATIMA PLAZA, WUYE,  
ABUJA, FCT, NIGERIA,

Founder & CEO: Benjamin Chinwike Mark Ugwuanyi

Address: No 3 Torkyaa Street, North Bank, Makurdi, Benue  
State, Nigeria,

Email: info@paycaretech.world / paycaretech@gmail.com

Phone: +447432221065 / +2348160052390 (WhatsApp).

**INVESTMENT CONTRACT AGREEMENT MADE**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_. 2024 BETWEEN  
BENJAMIN MARK CHINWIKI UGWUANYI, THE FOUNDER AND CEO OF PAYCARE LTD.

AND \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared by:

Ocha P. Ulegede, Esq Ocha P. Ulegede & Co.

Johenbe Chambers

45. Old Oturkpo Road, High Level, Makurdi, Benue State.

+2348054547241.

## 1.0 WHO WE ARE

**PayCare** is not just another mobile payment solution; we are a transformative force in the financial landscape of Nigeria. Founded on the principles of **security, accessibility, and**

**innovation**, our mission is to empower individuals and businesses with seamless digital financial tools that enhance their everyday transactions.

## 1.1 Our Vision

To revolutionize the way people engage with money—making financial services accessible to everyone, everywhere. We envision a Nigeria where every transaction is simple, secure, and efficient, allowing individuals and businesses to thrive in an increasingly digital economy.

## 1.2 Our Mission

At PayCare, our mission is to provide **state-of-the-art mobile money solutions** that prioritize user experience and security. We are committed to building trust with our users by ensuring compliance with all regulatory standards and leveraging advanced technology to protect their financial data.

## 1.3 Our Values

- **Integrity:** We believe in honest practices and transparency in all our interactions. Our users can trust us to keep their information secure.
- **Customer-Centricity:** Our users are at the heart of everything we do. We listen, adapt, and evolve to meet their needs and expectations.
- **Innovation:** We constantly seek new ideas and technologies to improve our services and keep our users at the forefront of the digital financial landscape.
- **Inclusivity:** We are dedicated to bridging the financial gap, making our services accessible to all—regardless of background or financial status.

## 1.4 Our Commitment

We are not just creating a mobile payment app; we are building a **financial ecosystem**. Our diverse offerings—from NFC wallets and virtual cards to advanced POS systems—are designed to cater to the unique needs of individuals and small businesses alike. With PayCare, users gain access to **a one-stop-shop for all their financial needs**, fostering financial literacy and empowerment across the nation.

### Our Team

Our team is a blend of passionate professionals with extensive experience in fintech, technology, and customer service. United by a common goal, we are driven by a desire to create solutions that make a meaningful difference in people's lives. Together, we are

committed to navigating the complexities of the financial landscape to provide innovative solutions that promote growth, security, and efficiency.

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## 1.5 Why Choose PayCare?

With PayCare, you are not just adopting a payment solution; you are joining a community dedicated to innovation, security, and empowerment. We are here to help you navigate the future of finance, providing tools that enable you to achieve your goals while ensuring that your transactions are seamless and secure.

## 2.0 INVESTMENT CONTRACT AGREEMENT

THIS INVESTMENT CONTRACT AGREEMENT

is made this \_\_\_\_\_ day of \_\_\_\_\_ 2024 BENJAMIN MARK CHINWIKÉ  
UGWUANYI

of \_\_\_\_\_

(hereinafter called the "INVESTMENT MANAGER" the founder and the chief executive officer of PAYCARE nig ltd, which expression shall where the contexts so admits includes his heirs, successor-in-titles, Administrators, Executors, Next-of-Kin, legal and or personal representatives on the One part.

AND \_\_\_\_\_  
\_\_\_\_\_ of

(hereinafter called the "INVESTOR" of PAYCARE nig ltd which expression shall where the contexts so admits includes his heirs, successor-in-titles, Administrators, Executors, Next-of-Kin, legal and or personal representatives on the Other part.

WHEREAS:

1. The Investment Manager is a businessman, the founder and the chief executive officer of the PAYCARE nig ltd. PAYCARE is a Mobile Money Operation financial service offering

comprehensive, secure, and efficient payment and management system designed to enhance the payment experience for both merchants and individuals under the name and style of PAYCARE [Digital Banking Wallet] with a Share Capital of Two Billion Naira [N2,000,000,000.00].

2. The Investor, being a businessman expresses a desire to invest the sum of N\_\_\_\_\_ (\_\_\_\_\_ Naira) in the PAYCARE Nig LTD.'s Investment Partners Equity Pool [17.5% of the total share capital]. The total amount invested is mathematically valued at \_\_\_\_\_ number of shares from the 150,000 Total numbers of share of PayCare investment Partners' Equity Pool [17.5% of the total share capital]. PayCare total share capital is assessed at 2 billion Naira. This 17.5% stake is represented and valued at Three Hundred and Fifty Million Naira (N350,000,000.00), approximately equivalent to £160,550.46 at the prevailing exchange rate of 2,180 Naira per Pound Sterling and equivalent to \$210084.034 at the prevailing exchange rate of 1666 Naira per dollar. The investment shall be directed into the business operations of the Investment Manager, PAYCARE Nig. Ltd for investment and profit making.

**Investment Partners equity pool has the following breakdown on the table below**

<b><u>Investment Partners equity pool</u></b>	
<b>Syntaxes:</b> <b>N = naira</b> <b>£ = Pounds</b> <b>\$ = dollar</b>	
• Total percentage shares is 17.5% of N2billion= N350,000,000 ==	<b>£160,550.46 at 2180 naira per Pound sterling, current exchange rate == \$210084.034 at 1666 naira per dollar, current exchange rate</b>
• Number of shares to sale out, taken as	<b>= 17.5 x 8,572= 150,000 share</b>
• Cost per share	<b>= 160,550.46/150,000 = £1.07033</b>
• Total numbers of share	<b>= 150,000 share</b>
• Cost per share	<b>= £1.07033 = \$1.40056 = N2333.34</b>

4. The parties have agreed to be governed by the terms stated below in this agreement.

NOW THIS AGREEMENT HEREBY WITNESSES AS FOLLOWS:

1. The Investor shall make available to the Investment Manager the sum of (hereinafter referred to as "Capital"] upon the execution of this agreement and This investment shall commence upon execution
2. The Investment Manager and the Investor shall trade with the capital.
3. The Investor shall be entitled to a percentage of the profit corresponding to their invested stake in PAYCARE Nig. Ltd.'s equity after a period of at least 24 months from the time the capital is made available to the Investment Manager.
4. The parties shall deal with each other in good faith.
5. In case of any default, the Investor shall give a written Notice of demand to the Investment Manager within 30 days of default and set 30 days deadline for the Investment Manager to make the payment.
8. In case of further default or delay, the Investor shall terminate this agreement and take legal steps to recover the capital and interest from the Investment Manager.
9. The Investor shall have the right to revoke this agreement by delivering written notice to the Investment Manager, and the full capital shall be payable within 36 months following the revocation. The investment lapses upon reverting the full capital with interest to the investor thereon by the investment manager. This agreement shall expire after the investment manager has fulfilled the revocation request by the investor
10. Interpretation, default or any question arising from this agreement shall be settled by the parties amicably and where amicable settlement is not practicable, parties shall appoint a mediator. No criminal allegation or complaint shall arise as a result of this agreement.
10. The liabilities of the parties shall cease in the case of war, commotion, pandemic, breakdown in law and order and any other condition qualified under Force Majeure.
12. This agreement shall be governed by the Nigeria Law.
13. Every notice shall be communicated through electronic mail and land delivery.

IN WITNESS WHEREOF the Parties executed this Investment Agreement in the manner below, day and year first above written.

**SIGNED. SEALED AND DELIVERED BY THE WITHIN NAMED INVESTMENT MANAGER....**

BENJAMIN MARK CHINWIKE UGWUANYI

In the presence of:

Name: Ugwuanyi Martha Chinasa

Address: NO 3, TORKYAA STREET NORTHBANK, Makurdi, Benue State Nigeria

Occupation: Business

Phone No: +2349035600066

Signature & Date: UGWUANYI MATHAR CHINASA 1<sup>th</sup> July. 2024

**SIGNED. SEALED AND DELIVERED BY THE WITHIN NAMED INVESTOR...**

Name:

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In the presence of:

Name:

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Address:

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Occupation:

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Phone No: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

## Appendix 1: PayCare ltd Data Privacy

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