

Vicampro Investment Plan Subscription Form

Passport Photo
Here

Personal Details

Title			
First Name		Middle Name	
Last Name		Sex	
Phone		Phone 2	
Mobile		Mobile 2	
Email			
Alt Email			

Contact Address Detail

Postal Address			
City		State	
Country			

Home Address			
City		State	
Country			

Next of Kin Details

Title			
First Name		Middle Name	
Last Name			
Relationship		Phone 1	
Phone 2		Mobile	
Email 1			
Email 2			
Address			



City Country		
		State

Your Account Details

Bank		Account #	
Branch			

VIP Subscription Details

# of ha		Amount	
Bank Paid	Choose an item.		
Amount in Words			

How would you like us to communicate with you?

<input type="checkbox"/> Phone Call	<input type="checkbox"/> SMS	<input type="checkbox"/> Email	<input type="checkbox"/> Skype	<input type="checkbox"/> Physical Letter
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DECLARATION:

I hereby declare that the information contained on this form is to the best of my knowledge true and correct. I agree to be bound by the regulations guiding VIP if my application is successful.

Name	
Signature	
Date	Sunday, May 2, 2017

Pay to Vicampro VIP Account Numbers

Access Bank Plc
Account # 0717814556
Account Name: VICAMPRO FARMS LTD

GTBank Plc
Account # 0227447157
Account Name: VICAMPRO FARMS LTD

***Please state your first name and phone number as depositor**

TERMS AND CONDITIONS

Please read these terms and conditions carefully, as they border on your legal rights and obligations relation to VIP (Vicampro Investment Plan) Project. You are required to agree to these terms and conditions before subscribing.

These terms and conditions are available in the English language only. You should print a copy of these terms and conditions for future reference. We will not file a copy specifically in relation to you, and they may not be accessible on our website in future.

I. Definitions and Interpretations

I.1 In the Agreement:

"Agreement" means the agreement between the VIP (Vicampro Investment Plan) and the Subscriber (You) made under these terms and conditions, and any amendments to that agreement from time to time;

"Subscription Form" means forms, both soft copy on the website and hard copy printed for the purpose of gathering data of the intended Subscriber in the VIP Project, and also enabling individuals and organizations to apply to become a subscriber of the Project;

"Subscription" means the amount payable by the Subscriber to the VIP under or in relation to the Agreement, which amount is selected by the Subscriber using the Subscription Form;

"VIP" means Vicampro Investment Plan, a Project of Vicampro Farms Limited, a company incorporated in Nigeria, having its registered office at 285 Jaja Wachukwu, Wuye FCT Abuja, Nigeria;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the VIP website, diseases, acts of God, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Subscription Target" means the minimum aggregate contributions required before a Project will be undertaken, as published on the VIP website

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Project" means the plan and process put together to develop the VIP Investment that is the subject of the Agreement (and may be the subject of other agreements entered into by the VIP with additional third party subscribers);

"Project Funding Date" means the cut-off date by which the Funding Target for a Project must be met, as it may be varied in accordance with the earlier sell out of all available slots

"ROI" means the Return On Investment

"Hectare" means the allocated portion of farmland, which is the Investment slot of the Project;

"Allocation" means the description and situation of the hectare farmland as it may be varied in accordance with the number of slots

"Slot" means the unit of investment subscribe-able by a Subscriber

"Subscriber" means the individual, partnership or corporate entity identified as such on the Subscription Form; and

"Target Completion Date" means the target date for delivery of the ROI as put out on the VIP website.

1.2 In the Agreement, a reference to a statute or statutory provision includes a reference to:

(a) *that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and*

(b) *any subordinate legislation made under that statute or statutory provision.*

1.3 The Clause headings do not affect the interpretation of the Agreement.

2. Agreement

2.1 The Agreement will come into force upon the submission of the Subscription Form by the Subscriber, following the Subscriber's acceptance of these terms and conditions.

2.2 The Agreement will continue in force until *the completion of the payment of the investment and the ROI by the VIP*

3. The Project

3.1 At any time before the Project Funding Date, VIP may publish an altered Project Funding Date, Funding Target and/or Target Completion Date on the VIP website.

3.2 At any time before the Project Funding Date, VIP may publish an amended Specification on the VIP website

3.3 If the Project has not reached its Funding Target by the Project Funding Date, VIP shall intimate the Subscriber on any new development in the Project plan.

3.4 VIP will give the Subscriber written notice of any change to the Project Funding Date, Funding Target, Target Completion Date or Specification made under this Clause 3.

3.5 If the Project's Funding Target has been met, then promptly following the Project Funding Date, VIP will:

(a) provide an outline plan for the execution of the Project, which may include an altered Target Completion Date; and or any other relevant change in the process

3.6 VIP may sub-contract any of its obligations under the Agreement without obtaining the consent of the Subscriber.

3.7 VIP will use reasonable endeavors to complete the Project on or before the Target Completion Date.

3.8 If VIP fails to complete the Project before the Target Completion Date, then VIP must do so as soon as practicable, following the Target Completion Date.

3.9 The Subscriber acknowledges and agrees that its access to the functionality produced by the VIP website will be under the standard terms and conditions for the use of the internet.

4. Rewards

4.1 The Subscriber shall benefit from the Rewards specified on the Subscription Form in relation to the level of investment selected by the Subscriber.

4.2 If such Rewards include access to some operational process or data base, then:

(a) the Subscriber may submit to VIP its comments and suggestions in relation to the further development of the Project; but

(b) VIP shall have no obligation to take note of the comments or follow the suggestions of the Subscriber.

4.4 The Investment and ROI shall be made only to the account provided by the subscriber

4.4 The Subscriber's Next of Kin may be paid the Investment and ROI ONLY

(a) In the case of the death of the subscriber

(b) If the name of such a next of kin is written in the space provided in the VIP Subscription form when 4.4(a) occurs

4.5 Changes to the account provided by Subscriber can only be allowed not later than 30 days in writing from the Target Completion Date to VIP requesting for change of account details.

5. Investment and Payment

5.1 The Subscriber must pay the Investment capital to the designated VIP bank accounts in accordance with the terms of this Clause 5.

5.2 All investment amounts are stated exclusive of VAT, unless the context requires otherwise.

5.3 VIP may issue a receipt for the investment to the Subscriber 24 hours after confirmation of payment and consequent upon which the Slots are made available to the Subscriber.

5.4 Investment may be paid by credit or debit card in accordance with the instructions on the Subscription Form, or using such other method as VIP may agree to in writing from time to time.

5.5 Investment more than N3,000,000 (Three Million Naira) will not be allowed in cash, such payment should be via transfer to VIP account using 5.5 above and properly narrated.

5.6 If the Subscriber does not pay any amount properly due to VIP under or in connection with the Agreement, VIP may:

- (a) terminate the subscription in its entirety
- (b) return the amount paid and give the slot to another subscriber.
- (c) not process the subscription until further proof of payment such as statement of account and a valid identity card is provided

5.7 Subscriber acknowledges that the aggregate investment received by VIP in respect of the Project may exceed the Funding Target. For the avoidance of doubt, VIP may

- a. return such payment to the Subscriber and it will not be applied in the Project at VIP sole discretion.

6. Intellectual Property Rights

The Subscriber acknowledges and agrees that:

- (a) all Intellectual Property Rights in the VIP website are and will remain the exclusive property of VIP;
- (b) nothing in the Agreement will serve to assign or transfer any Intellectual Property Rights in the VIP website from VIP to the Subscriber (or any other person); and
- (c) the Subscriber's only rights to use the VIP website (if any) will be as part of the Project under the standard terms and conditions for usage of such platform from time to time.

7. Warranties

7.1 The Subscriber warrants to VIP that it has the legal right and authority to enter into and perform its obligations under the Agreement.

7.2 VIP warrants to the Subscriber:

- (a) that it has the legal right and authority to enter into and perform its obligations under the Agreement;
- (b) that it will perform its obligations under the Agreement with reasonable care and skill; and
- (c) that the Project will at the date of its completion, conform with the investment plan.

7.3 The Subscriber acknowledges that Project is never wholly free from attendant natural issues like low yield, diseases, and VIP gives no warranty or representation that the Project will be wholly free from such.

7.4 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement.

8. Limitations and Exclusions of Liability

8.1 Nothing in the Agreement will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

8.2 The limitations and exclusions of liability set out in this Clause 8 and elsewhere in the Agreement:

- (a) are subject to Clause 8.1; and
- (b) govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

8.3 VIP will not be liable to the Subscriber in respect of any loss of profits, income, revenue, use, production or anticipated savings.

8.4 VIP will not be liable to the Subscriber for any loss of business, contracts or commercial opportunities.

8.5 VIP will not be liable to the Subscriber for any loss of or damage to goodwill or reputation.

8.6 VIP will not be liable to the Subscriber in respect of any loss or corruption of any data, database or software.

8.7 VIP will not be liable to the Subscriber in respect of any special, indirect or consequential loss or damage.

8.8 VIP will not be liable to the Subscriber for any losses arising out of a Force Majeure Event.

8.9 VIP's aggregate liability to the Subscriber under the Agreement will not exceed the greater of:

- (a) the total amount paid and payable by the Subscriber to VIP under the Agreement.

9. Termination

9.1 The Subscriber can only terminate the Agreement after the Funding Target is met, which is after the 12-month-tenure of the investment.

9.2 VIP may terminate the Agreement by giving written notice to the subscriber, if he/she commits any material breach of any term of the agreement. And;

- (a) the breach is not remediable; or

(b) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so.

9.4 Either party may terminate the Agreement immediately by giving written notice to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or

(d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

10. Effects of Termination

10.1 Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect in accordance with their terms or otherwise indefinitely: clauses 6

11. Notices

11.1 Any notice given under the Agreement must be in writing (whether or not described as “written notice” in the Agreement) and must be delivered personally or sent by recorded signed-for post, or sent by email, for the attention of the relevant person, and to the relevant address given below (or as notified by one party to the other in accordance with this Clause).

VICAMPRO INVESTMENT PLAN (VIP)

Addressee: Legal Department

Email address: vip@vicampro.com

Postal address: 285 Jaja Wachukwu, Wuye, FCT Abuja ,Nigeria.

The Subscriber

The addressee and address or email address set out in the Application Form.

11.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not on a Business Day, at the start of the next Business Day after the relevant time set out below):

- (a) where the notice is delivered personally, at the time of delivery;
- (b) where the notice is sent by recorded signed-for post, 48 hours after posting; and
- (c) where the notice is sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

11.3 A party receiving a notice under this Agreement must send to the other party an acknowledgement of receipt within 2 Business Days of the date of receipt of the notice.

12. General

12.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

12.2 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

12.3 Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.

12.4 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

12.5 The Subscriber hereby agrees that VIP may freely assign all of its contractual rights and under the Agreement to any successor to all or a substantial part of the business of the VIP from time to time. Save as expressly provided in this Clause or elsewhere in the Agreement, neither party may, without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any contractual rights or obligations under the Agreement.

12.6 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

12.7 Subject to Clause 8.1:

- (a) the Agreement constitutes the entire agreement between the parties in relation to the funding and Investment in the Project, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and
- (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

12.8 The Agreement will be governed by and construed in accordance with the laws of Nigeria; and the courts of Nigeria will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

I/We have read and understood the VIP Terms and Conditions. I/We accept and agree to be bound by the Terms and Conditions

Name

Signature

Date
