**DATED:**

**NABO CAPITAL LIMITED**

**PLATINUM CREDIT LIMITED**

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**ADVISORY AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Investment Advisory Agreement

THIS AGREEMENT is made on...26.... Day of .. 2023

BETWEEN

1 NABO CAPITAL LIMITED a company incorporated under the laws of Kenya whose address is

5 Floor, International House, Mama Ngina Street, P. O. Box 10518 - 00100, Nairobi, Kenya

(hereinafter referred to as "Nabo or Arranger" which expression shall, where the context so

requires, include its successors in title and assigns); and

2. PLATINUM CREDIT LIMITED a company incorporated under the laws of Kenya whose

address is Mezzanine, International House, Mama Ngina Street, P. O. Box 73304 - 00200, Nairobi,

Kenya (hereinafter referred to as “the Client or Issuer” which expression shall where the context

allows include his/her personal representatives and assigns)

WHEREAS

A, The Issuer would like to raise short-term local currency denominated financial instruments

mainly a short-term commercial paper;

B. Naboisengaged in the business of rendering investment advisory services;

C. The Client wishes to retain Nabo to provide it with investment advisory services as an Arranger

of funds subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

11. Unless otherwise stated or the context otherwise requires the following words and

expressions when used in this Agreement shall have the following meanings:

1.1.1. “Affiliate” means any company which is the holding company or the subsidiary (in each

case as in the Companies Act, 2015, Laws of Kenya) of Nabo or a subsidiary of the holding

company of Nabo;

1.1.2. “Agreement" means this Agreement and any Schedules and annexures hereto ;

1.1.3. “Arranger" means the financial institution that arranges for debt between the borrower

being the Issuer and the lenders specified in Clause 2;

1.1.4. "Commencement Date' means the date upon which this Agreement shall come into force

pursuant to clause 2;

1.1.5. "Investment Advisory Services' means those services to be performed by the Nabo as

specified in Clause 3.1;

1.1.6. "Investment" means investments in private equity, real estate or other asset classes;

1.1.7. "Instructions” means electronic or written instructions given by the Client.

1.1.8. "Term" means the duration provided in Clause 3;

1.2. Clause headings are inserted for convenience only and shall not affect the construction of this

Agreement;

1.3. References to the parties, the recitals and clauses are respectively to the parties, the recitals

Investment Advisory Agreement

and the clauses of and to this Agreement;

1.4. References to a "person"” shall be construed so as to include any individual, firm, company,

government, state or agency of a state or any joint venture, association or partnership

(whether or not having separate legal personality);

1.5. References to a "company" shall be construed so as to include any company, corporation or

other body corporate, whether and however incorporated or established;

1.6. Any reference to days, weeks or months shall be construed as a reference to calendar days,

weeks or months;

17. Any reference to anything being written or in writing shall include written, printed,

lithographed or photographed text or images, electronic text such as e-mail messages and any

other substitute for writing or partly one and partly another;

18. Any reference to a statutory provision shall include any subordinate legislation made from

time to time under that provision;

19. Any reference to a statutory provision shall include that provision as from time to time

modified, consolidated or re-enacted whether before or after the date of this Agreement so far

as such modification, consolidation or re-enactment applies or is capable of applying to any

transactions entered into prior to the date hereof and (so far as liability thereunder may exist

or can arise) shall include also any past statutory provision (as from time to time modified,

consolidated and re-enacted) which such provision has directly or indirectly replaced;

1.10. Certain expressions are defined within the clauses of this Agreement and shall have the

meanings where used in this Agreement conferred by those clauses where the context so

admits or requires.

2. APPOINTMENT

21. The Client hereby authorizes and appoints Nabo to provide it with Investment Advisory

Services in respect to the Client’s debt capital raise as an Issuer with Nabo's clients and thirdparty

clients. Nabo hereby accepts such appointment and agrees with the Client to act as such

investment advisor and to carry out such responsibilities and duties ascribed to Nabo under

this Agreement with all the due care, diligence and skill that can reasonably be expected of an

investment advisor, having due regard for applicable legal requirements.

22. Nabo accepts the appointment under the terms and conditions set out in this Agreement.

3. INVESTMENT ADVISORY SERVICES

3.1. Nabo as the investment advisor shall:

3.1.1. identify potential investors to invest in the debt with the Client

3.1.2. prepare the necessary paperwork to record the debt arrangement between the Issuer and

the investors.

3.1.3. maintain and keep all books, accounts and other records of the Arranger that relate to

activities performed by hereinunder. NABO agrees that all records that it maintains and

keeps for the Client shall at all times remain the property of the Client.

3.14. have a fiduciary duty for the safekeeping and use of all funds and assets of the Client

whether or not in NABO's immediate possession or control. NABO shall not employ, or Investment Advisory Agreement

permit another to employ, such funds or assets in any manner except for the exclusive

benefit of the Client. NABO shall not contract away the fiduciary obligation owed to the

Client under common law or otherwise.

3.15. prepare or shall cause to be prepared and sent to the Client during each year a report of the

Client’s assets.

3.1.6. Ensuring timely disbursements of investors certificate of ownership;

3.2. The Client shall have an obligation to:

3.2.1. Ensuring the underlying clients’ accounts and records are accurate and up to date in a

commercial paper register;

3.2.2. Reconcile the records of investors with the Arranger on a monthly basis;

3.23. Nabo feedback on the structuring of the debt finance for the Client’s business;

3.24. Pay Nabo the investment advisory fees;

3.25. Take ultimate responsibility for repayment of the debt granted by the investors.

4. FEES

4.1. In consideration for the Investment Advisory Services provided by Nabo pursuant to the

terms of this Agreement, the Client shall pay to Nabo the fees charged on the basis set out in

Schedule 1.

4.2. All fees are inclusive of Value Added Tax, disbursements, expenses, costs in respect of stamp

duties and third-party professional fees incurred in relation to the advisory mandate of the

Investment.

4.3. Invoices (if any) shall be payable at point of the disbursement of funds by the potential

investor and/ or the bank. Where relevant, fees shall be paid less any withholding tax to be

deducted and the Client shall provide a duly completed certificate issued by Kenya Revenue

Authority in respect of withholding tax deducted when making payment of an invoice.

5. INSTRUCTIONS AND COMMUNICATIONS

5.1. Any Instructions or communications by the Parties shall be in writing and sent to the address

stated in Clause 18 or otherwise as notified from time to time and shall take effect upon

actual receipt by the Party, which shall be evidenced by affixing a stamp confirming receipt

(in the case of documents delivered as hard copies) and by an email confirmation (in the case

of electronic communications).

6. INTELLECTUAL PROPERTY

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6.2,

Nabo shall retain ownership of the copyright and all other intellectual property rights

developed in respect of the Investment Advisory Services, whether oral or tangible as well

as ownership of its research reports. For the purposes of delivering the Investment

Advisory Services to the Client, Nabo shall be entitled to use or develop knowledge,

experience and skills of general application gained through performing other transactions

that are similar to the Investment Advisory Services. The Client agrees to keep confidential

any methodologies and technology used by the Nabo to carry out the Investment Advisory

Services.

Except where otherwise stated any advice, opinion, report or letter issued by Nabo will be

addressed to the Client for his sole use and benefit and only in connection with the

Investment Advisory Agreement

provided by law, the Client shall not provide such advice, opinion, report or letter, or a

copy thereof, to any third party or refer to Nabo or the Investment Advisory Services

without Nabo's prior written consent, which Nabo may at its discretion grant, withhold or

grant subject to conditions. In no event, regardless of whether consent has been provided,

shall Nabo assume any liability or responsibility to any third party to which any advice,

opinion, report or letter is disclosed or otherwise made available.

7. TERMINATION

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The Client may terminate this Agreement upon ninety (90) days written notice to Nabo or by

immediate notice if required so to do by any competent regulatory authority.

Nabo may terminate this Agreement upon ninety (90) days written notice to the Client or by

immediate notice if required so to do by any competent regulatory authority.

At any time during the Term of this Agreement either party may give notice in writing to the

other terminating this Agreement with immediate effect if;

The other party commits any material breach of any terms of this Agreement and (if such a

breach is remediable) fails to remedy that breach within thirty (30) days of that party being

notified of the breach

a receiver, receiver and manager, administrative receiver or similar person is appointed

with respect to the assets and undertakings;

the other party goes into liquidation (other than for the purposes of a reconstruction or

amalgamation) on terms previously approved in writing by that party

the other party ceases to carry on business as it is carried on at the date of this Agreement.

In the event of this Agreement being terminated, Nabo shall take such steps as are necessary

to bring the Investment Advisory Services to an end in a cost effective, timely and orderly

manner.

8. CONSEQUENCES OF TERMINATION

8.1. Termination shall not in any way affect any accrued rights or liabilities of the parties or

provisions of this Agreement and shall be without prejudice to any claims for payment of fees,

ex penses and disbursements invoiced or for fees, expenses or disbursements to be invoiced for

work carried out prior to termination.

8.2. All research prepared by Nabo during this engagement are the property of Nabo. Nabo shall not

be required to hand over its research upon termination.

9. ASSIGNMENT AND POWER TO DELEGATE

This Agreement will inure to the benefit of the parties and their respective successors and assigns; Nabo

may not, however, assign any part of this Agreement without Client’s prior written consent.

10. CONFLICTS OF INTEREST AND DISCLOSURES

10.1.Nabo may, without prior reference to the Client, effect transactions in which Nabo and/or its

Investment Advisory Agreement

Affiliates have directly or indirectly a material interest or relationship of any description with

another party which may involve a potential conflict with Nabo's duty to the Client. Neither

Nabo nor its Affiliates shall be liable to account to the Client for any profit commission or

remuneration made or received from or by reason of such transactions or any connected

transactions and Nabo's fees shall not unless otherwise provided be abated thereby.

10.2.For the avoidance of doubt, this Agreement does not limit Nabo's ability to provide services

similar to the Investment Advisory Services to any person whatsoever.

11. WARRANTIES

11.1. Nabo warrants

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it has full authority to carry out the Investment Advisory Services. No warranty is given by

Nabo as to the performance or profitability of the Investment or any part of it.

that it is registered with the relevant regulatory body as an investment adviser pursuant to

the laws of Kenya and subsequently mandated to carry out the services contemplated

under this Agreement;

that it has obtained and it will maintain all applicable licenses and qualifications required to

render the services contemplated under this Agreement;

that performance of this Agreement does not conflict with or violate any provision of law,

rule or regulation, contract, deed of trust, or other instrument to which it is a party or to

which any of its property is subject;

that this Agreement is a valid and binding obligation enforceable in accordance with its

terms, except to the extent its enforcement is limited by bankruptcy, insolvency,

reorganization of other laws relating to or affecting the cnforcement of creditors’ rights

generally and by general principles of equity;

that it will fully and faithfully discharge all its obligations, duties and responsibilities

pursuant to this Agreement and will promptly notify Client if any of the representations,

warranties or covenants set forth in this Agreement is no longer true or correct in any

material respect and

that it will not pledge or encumber any Investments in the Client's account.

11.2. The Client warrants

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that that they have full power to employ Nabo on the terms of this Agreement, that the

investment is free from all liens and charges and that the execution and delivery of this

Agreement and the performance of its obligations hereunder does not, and will not

constitute a default under or conflict with any contract, indenture, agreement, instrument,

mortgage, judgment, decree or order applicable to the Client

The Client warrants that all the information that he has provided to Nabo is complete and

correct and will immediately notify Nabo if there is any material change in any such

information provided; and

113.Except as provided in this Agreement, neither party makes any other representations or

warranties expressed or implied.,

12. CONFIDENTIALITY

12.1.Subject to compliance with all applicable legal and regulatory requirements, no Party shall

disclose to any person, other than its professional advisors, any matter relating to this

Agreement or any other information of a confidential nature which comes into its possession as

a result of the negotiation, conclusion and implementation of this agreement, except with the

prior written consent of the other Parties.

12.2.Nabo agrees that it will treat as such all confidential information obtained from the Client and

Investment Advisory Agreement

will not disclose such information to others, except to those Nabo persons engaged in providing

the Investment Advisory Services or to Nabo's agents, directors and employees where Nabo

deems disclosure to be necessary or desirable for providing the services or use such information

except in connection with the performance of the Investment Advisory Services.

12.3. This confidentiality undertaking shall not apply to any of the information that Nabo are required

by law or court or by the requirements of any regulators or by specific professional standards to

disclose or that is in or hereafter enters the public domain.

12.4.Nabo shall not be required to disclose to the Client or use for the Client’s benefit any confidential

information relating to the dealings, portfolio or affairs of another client or any other person.

13. DATA PROTECTION

13.1. The Parties agree to comply with the provisions of the Data Protection Act, 2019 (DPA) and

shall process personal and/or sensitive data in their custody in accordance with the law.

13.2. Each Party shall be responsible for ensuring that they have the appropriate internal data

protection and security measures in place as prescribed by the DPA.

13.3. The personal data collected shall only be processed for the purpose of offering the services

‘mentioned in this agreement.

13.4. The Parties will only retain any shared personal data for as long as is necessary to fulfil the

purposes the data is collected, including for the purposes of satisfying any legal, accounting,

or reporting obligations.

14. DISPUTE RESOLUTION

14.1. The parties shall use their best efforts to settle amicably any dispute arising from or in

connection with this Agreement or the interpretation thereof.

14.2. Any dispute between the parties as to matters arising pursuant to this Agreement which

cannot be settled amicably within thirty (30) days after receipt by one party of the other

party's request for such amicable settlement may be submitted by either party to Arbitration

in accordance with the provisions of the Arbitration Act (No.4 of 1995) by a sole arbitrator to

be agreed between the parties and in default of such agreement, within 21 days by an

arbitrator to be appointed by the Chairman for the time being of the Chartered Institute of

Arbitrators, Kenya Branch on the application of either party.

15. LIABILITY

15.1. Nabo will act in good faith and with due diligence. Neither Nabo nor any agent employed by

Nabo shall be liable for any loss to the Client howsoever arising except to the extent that such

loss is due to the negligence willful default or fraud of Nabo or its respective employees.

15.2.Nabo shall not be liable for any default of any counter-party bank custodian sub-custodian or

other person or entity which holds money investments or other documents of title on behalf

of the Client.

15.3.Nabo makes no representation or warranty as to the success performance or profitability of

the Portfolio or any part of it.

15.4. Nabo, its partners, employees and agents will not be liable to the Client or to any third party

for any consequential or punitive loss or damages, save for any that arise from negligence on

its part.

Investment Advisory Agreement

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15.5.The Client shall indemnify Nabo against all claims by third parties which may be made

against either of them in connection with its services under this Agreement except to the

extent that the claim is due to the negligence willful default or fraud of Nabo or its respective

employees. Nabo shall inform the Client of any such claims in respect of which an indemnity

is sought under this Agreement.

FORCE MAJEURE

16.1. Neither Nabo nor the Client shall be considered to be in default in the performance of its

duties hereunder if such performance is prevented or delayed by war, hostilities, civil war,

actual or reasonably apprehended acts of violence, strike, lock-out, epidemic, accidents,

hurricanes, cyclones, floods, earthquakes, acts of God, acts of Government or regulatory

authorities or any other cause of any kind whatsoever outside the reasonable control of Nabo

or the Client (each a Force Majeure Event).

16.2. Nabo shall notify the Client promptly and in any event within fourteen (14) calendar days if

any Force Majeure Event occurs and keep them informed of relevant developments.

NO WAIVER OF RIGHTS

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law

does not constitute a waiver of the right of remedy or a waiver of other rights or remedies. No single

or partial exercise of a right or remedy provided by this agreement or by law prevents the further

exercise of the right or remedy or the exercise of another right or remedy. The rights and remedies

provided by this agreement are cumulative and not exclusive of any rights or remedies provided by

law.

SEVERABILITY

Any term or provision of this Agreement which is invalid or unenforceable shall, be ineffective to the

extent of such invalidity or unenforceability without rendering invalid or unenforceable the

remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of

the terms or provisions of this Agreement.

AMENDMENTS

Any amendment proposed by a party o this Agreement shall be notified in writing to the other party

affected thereby and shall take effect when accepted by the other in writing,

NOTICES

Any notice or communication under or in connection with this Agreement shall be in writing and

shall be delivered by hand or sent by post or fax to the addresses given below or such other address

as the recipient may have notified to the other party in writing. In the absence of evidence of earlier

receipt, any notice or communication shall be deemed to have been received, if delivered by hand, at

the time of delivery or, if sent by post, four days after posting or, if sent by fax, on the completion of

transmission.

*Nabo Capital Limited:*

*P. O. Box 10518-00100*

*Nairobi, Kenya*

*Fax: +254 20 2223223*

*Attention: Pius Muchiri - Managing Director*

*Email: p.muchiri@nabocapital.com CC:* [*m.njoroge@nabocapital.com*](mailto:m.njoroge@nabocapital.com)

*Investment Advisory Agreement*

*~ Platinum Credit Limited*

*P. O. Box 73304 - 0022*

*\* Nairdbi, Kenya*

*Attention: Elizabeth Kyalo - Managing Director*

*Email: elizabeth@platinumeredit.co.ke*

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties about its subject matter and any

previous agreements, undertakings, representations, warranties and negotiations ('prior

representations”) on that subject cease to have any effect. Each party confirms that it has not relied

upon any prior representations and waives any rights which it may have in respect of such reliance if

it in fact occurred.

22. GOVERNING LAW

The construction, validity and performance of this agreement shall be governed in all respects by

Kenyan law.

23. EXECUTION IN COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall constitute an

original, and all the counterparts shall together constitute one and the same agreement.

Investment Advisory Agreement

IN WITNESS this Agreement has been duly executed

Seal with the common seal of

NABO CAPITAL LIMITED

in the presence of:

Managing Director :

Director/ Secretary :

Seal with the common seal of

PLATINUM CREDIT LIMITED :

in the presence of:

Managing Director :

Director/ Secretary :

Investment Advisory Agreement

SCHEDULE 1- FEES

The fees are broken down as follows:

2% - 3% Advisory Fees on value of all debt raised.