

CONTRACT AGREEMENT
BETWEEN
PIPMINDS INTERNATIONAL LIMITED
AND
Olabanji Albert



PREPARED BY:

A.C ALAGOR ESQ.

For: PIPMINDS INTERNATIONAL LIMITED

133 ATIKU ABUBAKAR WAY, UYO AKWA IBOM STATE, NIGERIA.

CONTRACT OF AGREEMENT

THIS AGREEMENT is made this day Sunday, 15 Oct 2023 BETWEEN PIPMINDS INTERNATIONAL LIMITED of no. 133 Atiku Abubakar Road, Uyo, Akwa Ibom State of Nigeria (hereinafter referred to as "The Company ") which expression shall where the context so admits include its successor-in-title, executors, personal representatives and assigns of the ONE PART.

AND

MR./MRS./MISS Olabanji Albert Of NG NG AF State (hereinafter referred to as the "Financial Investor") which expression shall where the context so admits includes his successor-in-title, executors, personal representatives and assigns of the OTHER PART.

WHEREAS:

- The Company is Private Limited Liability Company, incorporated under the Companies and Allied Matters (CAMA) Act 2020 and carries on the Business of online Forex Trading, foreign exchange, Forex Education, Real Estate, Promotion of Child Education Globally and offering Investment Opportunities to Clients.
- The Partner is a Client desirous of entering into a Partnership with the Company in its PIPMINDS PARTNERSHIP PROGRAMME (PPP) investing in foreign exchange business by referring Financial Investor(s) to the Company.
- Both the Company and the Partner "The Parties" have agreed to enter into a business relationship upon the referral of financial investors, aimed at realizing and maximizing the full benefits and investment opportunities offered by the industry under the terms and conditions hereinafter.

IN CONSIDERATION OF THE ABOVE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

- That the Partner shall pay a registration and processing fee of N50,700.00 (Fifty thousand, seven hundred naira only, processor service fee included) into an account to be provided by the Company.
- That the registration shall be renewed after the expiration of 12 months with payment of the registration fee.
- That after registration, the Partner must make an investment in any of the Company's investment products with the minimum amount of N500,000.00 (five Hundred Thousand Naira only).
- That the Partner shall be entitled to 2% of his first generation investment, 1% of his second generation investment and 0.5% of his third generation investment as referral earnings for the period the investment runs.
- That the Partner is not permitted to collect investment funds from clients. All funds should be paid into the Company's account by the prospective Investor and proof of payment sent through the proper channel.
- That in the case of any default in the payment of the partners referral earnings by the Company after the stipulated date, a grace period of seven (7) working days shall be given to the Company to remedy the default, any further default after this shall attract a penalty of 5% of the payable sum paid by the Company to the Partner.
- Multiple accounts opening shall not fall as a down line or referral for the financial investor who is also a Partner except business accounts or children's accounts.
- Partners cannot receive Return on Investments (ROIs) for referrals.
- The Partner's earnings shall not be transferrable to another account than the account presented during registration. For change of account details, the partner shall notify the Company 14 days before payment is due.
- The Partner may appoint an Attorney through a Power of Attorney and shall submit a copy of the document to the Company for the purposes of liaising with the Company during any period of his absence to give effect to any part of the agreement as the Partner could have done himself.
- In the event of any loss incurred during Forex trading, the Partner shall not be responsible for any of such loss.
- The Company shall not be liable for any claim or action brought by any third party against the Partner.
- Where the Partner wishes to terminate the partnership, up liners and down liners are not affected.

UBERIMA FIDEI

The Parties are to act in the utmost good faith as well as endeavor to be transparent and build a level of trust in each other. None of the parties shall do anything that will be inimical or against the interest of the other party or of the contract.

BINDING FORCE

This agreement shall be effective and enforceable upon execution by the parties or their authorized Representatives herein above mentioned until the following events occur:

- The execution and completion of the contract agreement

- At the expiration of the twelve (12) months.

TERMINATION

Notwithstanding anything contained in this agreement, either party shall have the right to terminate this agreement by giving to the other, one month's notice in writing to that effect or neither party shall have any obligation to the other, except for obligations that had already accrued but remained undischarged before such termination.

AMENDMENTS/MODIFICATIONS

No amendment or modification of the agreement shall be effective against the parties unless such amendments or modification is set forth in writing and signed by the parties.

CONFIDENTIALITY

Each party shall keep in strict confidence all financial, Commercial, and technical information belonging to the other party or which was developed jointly by the parties in preparation of this agreement. Without the prior written consent of the other party, neither party shall at any time disclose any confidential information to any third party, save and except where it is required by a Court of Law. Confidential information shall not include information which:

- Became public through no fault of the receiving party.
- Is received on a non-confidential basis from third parties
- Is independently developed by the parties with use of confidential information. Neither party shall expect as required by applicable laws, regulation or the rules of any recognized Foreign Exchange Market cause any public announcement to be made pursuant to any applicable law or regulation. Such party shall provide the other party 48 hours written notice of such announcement.

LANGUAGE

All agreements, correspondence and other documents relevant to this agreement shall be in English language.

ALTERNATIVE DISPUTE RESOLUTION

Any dispute arising out of this agreement shall be resolved as follows:

- **AMICABLE RESOLUTION:**

The parties recognize that differences sometimes arise in the course of a relationship and wish to avoid litigation. Accordingly, all claims, disputes and other matters in question between any party and the parties arising out of or relating to this agreement, shall first be submitted to negotiation in an attempt to resolve amicably by both parties.

- **ARBITRATION:**

- Any dispute which is not resolved amicably through negotiation, shall be finally settled by Arbitration in accordance with the Provisions of the Arbitration and Conciliation Act CAP 19 Laws of the Federation of Nigeria 1990 and any award made by the Arbitrators shall be entered and enforced by the High Court of Justice where the agreement was entered into.
- In the appointment of the Arbitrators, each party shall appoint one Arbitrator and the two shall appoint a third Arbitrator who shall be the Chairman of the panel.
- Any award rendered pursuant to arbitration may include reasonable attorneys' fees and costs shall be final and binding upon the parties, and judgment may be entered upon it in the High Court of Justice where the agreement was entered into.
- In the event of any party falling in its obligation to appoint an Arbitrator or fail to participate in the arbitration proceedings, the other party can resort to the High Court of Justice where the contract was entered into to ventilate its grievances.
- In the event of resort to court action, the defaulting party shall, in addition to the claims of the party signing, be liable to pay the cost of the litigation incurred by the other party.
- Pending final resolution of any dispute, including arbitration in accordance with this provision, the party shall proceed diligently with performance of its obligations to the extent it is unrelated to the dispute and the subject matter of the dispute does not inhibit the progress of the business operations generally. Such performance by party shall not operate to waive or stop either party from pursuing the claim which gave rise to the dispute.

LEGAL DISCLAIMER

Trading forex and its related investment carries a high level of risk as Past performance is not indicative of future results. The company reserves the right to change and/or alter the referral earnings as it may deem fit due to currency fluctuation and other market forces and it shall not be held liable in such event. Before deciding to partner with us, you should carefully consider your options and seek advice from an independent financial advisor if you have any doubts.

APPLICABLE LAWS

The laws of the Federal Republic of Nigeria shall govern the interpretation and enforcement in this contract agreement.

IN WITNESS WHERE OF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

THE COMMON SEAL PIPMINDS INTERNATIONAL LIMITED is hereunto affixed in the presence of:



DIRECTOR

A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

DIRECTOR

I have read and I agreed to the this agreement