

**SPECTRA GROUP, LLP.**  
**INVESTMENT CONTACT**

**PARTIES**

This Investment Contact (This “Contract”), has been made and entered into on this \_\_\_\_ day of \_\_\_\_\_ (“Effective Date”) BY AND BETWEEN:

SPECTRA GROUP, LLP.

**(The “Company”)**

**OF THE FIRST PART**

AND

.....

OF ID NO: .....

**(The “Investor”)**

**OF THE SECOND PART**

WHEREAS, Company, being a start-up business engaged with activities related to investment and asset management, desires to have the Investor put up a certain sum of monies (The “Capital Investment”) for the purposes expressed and stated in this Contract; and

WHEREAS, the Investor acknowledges and agrees to put up Capital Investment for the purposes expressed and stated hereto, in accordance with the terms and conditions set forth in the same, provided that the Investor shall be afforded a certain number of shares in the capital of the company.

NOW, THEREFORE, in consideration of the premises, covenants and understandings, and for all other good and valuable consideration, the parties hereby agree as follows;

**TERMS AND CONDITIONS**

- ***INVESTMENT INFORMATION***

Subject to this Contract, the Investor shall provide to the Company the sum of Kshs 100,000 ( One hundred thousand Kenyan shillings) as Capital Investment for the Company to use in it's operations relating to its engagement of the business of asset management. These funds shall be wired to the company's bank account on the Effective Date.

- ***Capital Investment Appreciation.***

In return for the Capital Investment invested into the Company, the Company shall ensure a 10% monthly appreciation on the total sum invested, beginning on the Effective Date.

- ***Use of Capital Investment.***

The Company shall not have restrictions regarding it's use of the Capital Investment, with the exception of use on activities and operations unrelated to the Company's business conduct, and/or improper, illicit or illegal activities.

- ***Investment period & liquidation.***

The Investor agrees that the Capital Investment shall be tied up for a period of ..... months before the amount plus the appropriate interests accrued are fully liquidated and remitted to the Investor.

- ***Agreement termination.***

For reasons other than cause, either the company or the Investor, has the right, but not obligation, to terminate this Agreement. This right, however, must be exercised in WRITING. If the Company wishes to exercise such right, then;

- (i) the Company shall immediately remit a wire payment equal to the Capital Investment plus total interests accrued until the date the termination is request in writing.

If the Investor wishes to exercise such right, then;

- (i) the Company shall have a maximum of 60 days to liquidate, and remit to the Investor, the Capital Investment plus total interests accrued until the date the termination is request in writing.

## **CONFIDENTIALITY AND PUBLICITY**

Neither party may discuss or disclose any information, or originate any publicity, news release, or other public announcement, written or oral, whether to the public press, stockholders, or otherwise, regarding the terms and conditions of this Agreement, or the performance by either party of its obligations under this Agreement. However, the parties may discuss, disclose, or originate publicity, news releases, or other public announcements relating to information which (a) is or becomes generally available to the public other than as the result of an unauthorized disclosure by either party; (b) becomes available to either party in a manner that is not in contravention of any applicable laws from a source that is not bound by a confidential relationship with the other party; or (c) either party reasonably determines is appropriate for disclosure under any applicable law or is required to be disclosed by any law, court order, or other legal process. With respect to disclosure under item (c) above, the disclosing party will notify the non-disclosing party of its obligations to disclose and (i) the non-disclosing party shall have the right to confirm through an opinion of the disclosing party's counsel of the obligation to disclose, and (ii) the parties will coordinate all such disclosures to the reasonable satisfaction of both the parties.

## **BINDING AGREEMENT AND ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations under this Agreement to any individual or entity without the express written consent of the other party.

## **ENTIRE AGREEMENT, HEADINGS AND MODIFICATIONS**

This Agreement contains the entire understandings of the parties with respect to the subject matter herein, and supersedes all previous agreements (oral and written), negotiations, and discussions. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

## **CHOICE OF LAW**

This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of Kenya, exclusive of its conflicts of law provisions.

### **SEVERABILITY**

In the event a court of competent jurisdiction declares any term or provision of this Agreement to be invalid or unenforceable for any reason, this Agreement will remain in full force and effect, and either:

(a) the invalid or unenforceable provision(s) will be modified to the minimum extent necessary to make such provision(s) valid and enforceable; or

(b) if such a modification is not possible, this Agreement will be interpreted as if such invalid or unenforceable provision(s) were not a part of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

### **Investor:**

Name:.....

Date: .... / ..... / .....

Signature: .....

### **SPECTRA GROUP, LLP:**

1<sup>ST</sup> Partner

Name: .....

Date: .... / ..... / .....

Signature: .....

2<sup>ND</sup> Partner

Name:.....

Date: .... / ..... / .....

Signature: .....

3<sup>RD</sup> Partner

Name:.....

Date: .... / ..... / .....

Signature: .....