**INVESTMENT MANAGEMENT AGREEMENT**

This **INVESTMENT MANAGEMENT AGREEMENT**, dated and effective as of the ---------- day of ------------------------2020 (the “Agreement”), is

Between

**ROYAL BRAND NIGERIA LIMITED**, a limited liability company incorporated under the Laws of the Federal Republic of Nigeria with its registered address at No 76, Idowu Taylor Street, Victoria Island Lagos(hereinafter referred to as the **INVESTMENT MANAGER**, which expression shall where the context so admits, include its Successors-in-Title and assigns of the ONE PART

AND

OLAMIJULO OLUWATODUROTI ANDREW of No 44c, Olufolawe Avenue, Oluoyle Estate, Ibadan Oyo State herein after referred to as **THE INVESTOR)** which expression which expression shall where the context so admits, include his Success-in-Title and assigns of the OTHER PART

AND

In consideration of the mutual covenants contained in this Agreement, it is agreed as follows:

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| **1.** | **APPOINTMENT.** |

1.1 The Investor appoints the Investment Manager as investment adviser with respect to the Client’s assets for the period and on the terms set forth in this Agreement, and the Investment Manager accepts such appointment.

1.2 The Investor constitutes and appoints the Investment Manager as the Client’s true and lawful representative and attorney-in-fact, with full power of delegation (to any one or more permitted sub-advisers), in the Client’s name, place and stead, to make, execute, sign, acknowledge and deliver all subscription and other agreements, contracts and undertakings on behalf of the Investor as the Investment Manager may deem necessary or advisable for implementing the investment program of the Investor by purchasing, selling and redeeming its invested funds and placing orders for such purchases and sales. Any delegation of duties pursuant to this paragraph shall comply with all applicable legislations.

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| **2.** | **AUTHORITY AND DUTIES OF THE INVESTMENT MANAGER.** |

2.1 The Investment Manager agrees to furnish continuously an investment report for the Investor. In this regard the Investment Manager will manage the investment and reinvestment of the Investor funds, determine what investments will be purchased, held, sold or exchanged by the Investor and what portion, if any, of the assets of the Investor will be held uninvested, continuously review, supervise and administer the investment program of the Investor and supervise and arrange the day-to-day operations of the Investor with utmost care, diligence and responsibility.

2.2 The Investment Manager agrees that it will discharge its responsibilities under this Agreement and in accordance with the terms hereof and in accordance with the investment objectives, policies, guidelines and restrictions of the Investment Manager which shall be the governed by the applicable rules andregulations of the Securities and Exchange Commission and other applicable Federal and State laws.

**3.0 AUTHORITY AND DUTIES OF THE INVESTOR.**

3.1 The Investor hereby agrees to entrust to the Investment Manager the amount stated in the schedule for the purpose of the Investments specified in this agreement and upon execution of this agreement such amount shall be remitted to the Investment Manager.

3.2 The Investor has independently studied and is satisfied with the investment and the Liability of the Investor shall be limited to the funds entrusted to the Investment Manager in accordance with the terms and conditions of this agreement

**4.0 FEES**

4.1 The Investor is not obliged to pay any sum for management or sales fees however shall be subject to the payment of early termination fee as stipulated under Clause 5.1 of the Investment Manager’s Terms and Conditions.

4.2 The Investment Manager is obligated to pay …..% monthly interest on the chosen investment package of the Investor for a period of…… months

**5.0 EXPENSES**

5.1 Other than as specifically indicated in this Agreement, the Investment Manager shall not be required to pay any expense to the Investor. The Investment Manager shall bear its own operating and overhead expenses attributable to its duties hereunder (such as salaries, bonuses, rent, office and administrative expenses, depreciation and amortization, and auditing expenses).

**6.0 REPRESENTATIONS AND WARRANTIES**

6.1 The Investment Manager hereby warrants that it is a duly formed company with the requisite authority to conduct the business under the relevant laws of the Federal Republic of Nigeria.

6.2 In using its best efforts to obtain and secure for for the Investor the most favorable price and execution available, the Investment Manager, bearing in mind the Investor’s best interests at all times, will consider all factors it deems relevant, including by way of illustration, price, the size of the transaction, the nature of the market for the security, the amount of the commission, the timing of the transaction taking into account market prices and trends, the reputation, experience and financial stability of the broker or dealer involved and the quality of service rendered by the broker or dealer in other transactions.

6.3 The Investment Manager and its affiliates and any of their respective members, partners, officers, and employees shall devote their time to the affairs of the Investor as in the judgment of the Investment Manager the conduct of its business shall reasonably require, and none of the Investment Manager or its affiliates shall be obligated to do or perform any act or thing in connection with the business of the Investor not expressly set forth herein.

7.0 **REPORTS AND OTHER INFORMATION.**

7.1 The Investment Manager agree to furnish to the Investor, if applicable, current prospectuses, proxy statements, reports to members, certified copies of their financial statements, and such other information with respect to their affairs as each may reasonably request. The Investment Manager further agrees to furnish to the Investor, if applicable, the same such documents and information pertaining to any sub-adviser or sub-administrator as the Investormay reasonably request.

7.2 Any records which would be required to be maintained and preserved pursuant to the relevant and governing legislation being in force will be prepared or maintained by the Investment Manager (or any sub-adviser or sub-administrator). These records are the property of the Investor and will be surrendered promptly to the Investor at all reasonable time. The Investment Manager further agrees to preserve these records for the periods under the relevant legislation.

8.0 **SCOPE OF LIABILITY; INDEMNIFICATION**

8.1 In the absence of willful misfeasance, bad faith or gross negligence on the part of the Investment Manager, or reckless disregard of its obligations and duties hereunder, the Investment Manager shall not be subject to any liability to the Investor to any member of the Investor, for any act or omission in the course of, or connected with, rendering services hereunder.

8.2 The Investor shall, to the fullest extent permitted by law, indemnify and save harmless the Investment Manager, its affiliates and any of their respective partners, members, directors, officers, employees or shareholders (the “Indemnitees”) from and against any and all claims, liabilities, damages, losses, costs and expenses, that are incurred by any Indemnitee and that arise out of or in connection with the performance or non-performance of or by the Indemnitee of any of the Investment Manager’s responsibilities hereunder, provided that an Indemnitee shall be entitled to indemnification hereunder only if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Investor provided, however, that no Indemnitee shall be indemnified against any liability to the Investoror its shareholders by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the Indemnitee’s duties under this Agreement (“disabling conduct”).

**9.0 INDEPENDENT CONTRACTOR**

9.1 For all purposes of this Agreement, the Investment Manager shall be an independent contractor and not an employee or dependent agent of the Investor; nor shall anything herein be construed as making the Investor a partner or co-venture with the Investment Manager or any of its affiliates or clients. Except as provided in this Agreement, the Investment Manager shall have no authority to bind, obligate or represent the Investor.

10.0 **TERM; TERMINATION; RENEWAL**

10.1 This Agreement shall become effective as of the date of its execution unless otherwise terminated in accordance to Clause 6.1 to 6.5 of the Terms and Conditions of the Investment Manager.

10.2 This Agreement shall stand terminated where upon a breach of the Investment Manager’s Terms and Conditions, the same is not rectified within seven business days of receipt of notification of such a breach.

10.3 This Agreement shall automatically terminate upon the determination and redemption of all the investments made on behalf of the Investor.

11. **AMENDMENT; FORCEMAJEURE; WAIVER**

11.1 This Agreement shall not be amended, nor shall any provision of this Agreement be considered modified or waived, unless evidenced by a writing signed by the parties hereto, and in compliance with relevant laws.

11.2 No failure, delay or default of a party to exercise any right or enforce any remedy, power or privilege under this agreement shall constitute a waiver of same and the waiver of such right remedy, power or privilege with respect to any occurrence shall not be construed as a waiver of such right, remedy or privilege with respect to any other occurrence.

11.3 **Neither party** shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labour disturbances, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

11.4 Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

11.5 If the performance of a Party’s obligations under thisAgreement is in the opinion of that Party likely to be hindered, delayed or affected by reason of a force majeure event, then the Party so affected shall promptly notify the other Party in writing.

**12.0 CONFIDENTIALITY &NON-DISCLOSURE**

12.1 The parties acknowledge that Investment Manager and Investor each own valuable trade secrets, and other confidential information. Such information may include but not be limited to software code, routines, data, know-how, designs, inventions and other tangible and intangible items.

12.2 All such information owned by the parties is defined as 'Confidential information'. This provision does not apply to Confidential Information that is;

1) in the public domain through no fault of the receiving party,

2) was independently developed as shown by documentation,

3) is disclosed to others without similar restrictions, or

4) was already known by the receiving party.

12.3 The parties agree that they will not, at any time during or after the term of this Agreement, disclose any Confidential Information to any person, and that upon termination of this Agreement, each party will return any Confidential Information that belongs to theother party.

**13.0 GOVERNING LAW & ALTERNATIVE DISPUTE RESOLUTION**

13.1 This Agreement shall be governed by the laws of the Federal Republic of Nigeria, and any controversy or claim arising out of or in relation to this Agreement, including the validity, construction or performance of this Agreement, shall be resolved by arbitration in accordance with the rules and procedures of **ARBITRATION AND CONCILIATION ACT CAP 19 LFN 2004.**

13.2 The arbitrator will be instructed to award attorney’s fees and arbitration costs to the prevailing party. The resultant decision shall be enforceable in any court having jurisdiction over the party to be bound thereby. With respect to any breach which is capable of cure (not to include the failure to provide services at a given place during a given time period) neither party shall be in breach of this Agreement unless that party fails to cure any breach within thirty (30) days of receipt of written notice of the breach. A waiver of any breach shall not waive a prior or subsequent breach party

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| **14.** | **NOTICES.** |
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Except as otherwise provided herein, all communications hereunder shall be in writing and shall be delivered by mail, hand delivery or courier, or sent by telecopier or electronically to the requisite party, at its address as specified by such party.

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| **15.** | **GOVERNING LAW.** |

This Agreement shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria which are applicable to contracts made and entirely to be performed therein, without regard to the place of performance hereunder.

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| **16.** | **COUNTERPARTS.** |

This Agreement may be executed in counterparts all of which counterparts together shall constitute one agreement.

**17. SEVERANCE**

17.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**IN WITNESS WHEREOF**, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date last written below.

The Common seal of **ROYAL BRAND NIGERIA LIMITED** is hereby affixed in the presence of

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 **DIRECTOR**  **SECRETARY**

SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED INVESTOR

OLAMIJULO OLUWATODUROTI ANDREW \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN THE PRESENCE OF:

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OCUPATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_