

THIS INVESTMENT AGREEMENT is made this day of your investment BETWEEN **EMC CRYPTO EXCHANGE**, a company having its registered office at APT# 4 KOMSLINKS COMPLEX, UNIVERSITY ROAD, ILORIN KWARA STATE (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 the Investor of your stated address (hereinafter referred to as the "**INVESTOR**") which expression shall, where the context so admits, include his/her/ its successors-in-title and assigns of the second part.

1. WHEREAS:

- a. **EMC CRYPTO EXCHANGE** offers services, including but not limited to investment of funds in accordance with the principle of trade in foreign currencies in various asset classes including Stock Market Investments, Real Estate Investment and Digital Asset Investment.
- b. The **INVESTOR** desires to invest, together with other investors, the deposited sums stated in the investment account opening form for investment in the said asset classes in accordance with the terms and conditions of this Agreement.

2. NOW IT HEREBY MUTUALLY AGREED AS FOLLOWS:

i. DEFINITIONS

"DEPOSITED FUNDS" means the sum(s) deposited by the Investor (as stated on the initial and subsequent Investor Advice presented to the Investor upon clearance of the funds)

"INVESTMENTS" means all the various Investments including real

estate and Digital Asset investment in accordance with the terms of this Agreement that have been, are being or will be entered into by the Investment Manager for and on account of the investors.

ii. **BASIC AGREEMENT**

- a. The Investor hereby agrees to entrust to **EMC CRYPTO EXCHANGE** (the Investment Manager) the amount(s) stated in the investment account opening form and all subsequent amounts invested thereafter by the Investor together with other investors' fund for the purpose of the Investment specified in this Agreement as defined in "**Investments**" above. Such amount shall be remitted to the Investment Manager upon the signing of this agreement.
- b. The Investment Manager undertakes to invest the amount entrusted to it by the Investor together with the fund of other investors in accordance with the terms and conditions of this Agreement.
- c. The Investor has independently studied and is satisfied with the investment. The liability of the investor is, however limited to the funds entrusted to the Investment Manager in accordance with this Agreement.
- d. The Investment Manager undertakes to maintain the funds entrusted to it separate from its own assets and away from the claims of its creditors.
- e. The Investment Manager will not charge a sales fee or management fee but will share profit generated from the investments by distributing same on a pro-rata basis to all

investors including the Investor as follows:

- i. 20% monthly interest on any capital invested within one (1) year of any sum deposited by the Investor.
- f. The Investment Manager shall not be liable for any loss of capital invested under this Agreement except it is proven that the Investment Manager breached the condition of this Agreement either through gross misconduct or proven to be negligent in keeping or managing the said capital.
- g. This Agreement shall commence on the day of your registration.

3. REPRESENTATIONS AND WARRANTIES

- a. The Investment Manager hereby warrants that it is a duly formed and validly existing company with corporate and legal power to conduct the business and perform its obligation hereunder.
- b. The Investors irrevocably warrants that the funds invested in the Investment Manager are legitimate funds to trade with and of no criminal origin.

4. RELEVANCE OF THIS AGREEMENT

- a. No wavier or amendment to this Agreement shall be binding upon the Investment Manager and the Investor unless it is in writing duly executed by parties.
- b. No term shall survive at the expiry or termination of this Agreement unless expressly provided.
- c. No delay or failure by either party to exercise any of its power, rights or remedies under this Agreement will operate as a wavier of them, nor will any single or partial exercise of any such

powers, rights or remedies preclude any other or future exercise of the.

5. DURATION

- a. This Agreement shall come into force upon the parties hereto executing these presents and will remain in force until its termination as a result of breach of any of its covenant, if same is/was not rectified within seven (7) days of receipt of notice of breach in writing or on the determination and redemption of all the investments made on behalf of the Investor.
- b. None of the parties can terminate this Agreement between the first six (6) months of commencement save an urgent situation on part of the Investor and in such a case(s), the Investor WILL not be entitle to any interest whatsoever or howsoever.
- c. This Agreement is only for a period of one year, after the period of one year, it becomes otiose and not renewable as the Investor is expected to have recovered the initial capital with over 100% interest of the investment fund.

6. NOTICE

- a. Any notice pursuant to this Agreement shall be given by electronic mail or letter writing and the onus of confirmation of receipt of such notice shall be on the sender.
- b. Any notice pursuant to this Agreement shall be addressed to the parties' address given on the first page of this present or email supplied.

7. ARBITRATION AND GOVERNING LAW

The parties herein irrevocably agreed to refer any dispute arising from any part or whole of this agreement to a sole Arbitrator mutually appointed in accordance with the arbitration laws of Nigeria and the governing law shall be laws of the Federal Republic of Nigeria.

Any decision, exercise of discretion, judgment or opinion or approval of any matter mentioned in this agreement or arising from it shall be binding on the parties' only if in writing unless otherwise expressly provided in this Agreement.

8. ENFORCEMENT

If arbitration, a court of competent jurisdiction or other competent authority finds any part of this Agreement invalid, unlawful, or unenforceable, then such part shall be severed from the remained of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

9. Refund Policy

Its important to note that funds that are paid in as investment in the beginning or during the course of the month can only be refund at the end of the month in cases where investor is not clear or fully understand how the business works.