

## LOTUS CAPITAL NON-INTEREST INCOME PLAN (NIIP)

### INVESTMENT AGREEMENT - INDIVIDUAL

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

#### BETWEEN

**Lotus Capital Limited**, a company incorporated in Nigeria having its registered office at 1b Udi Street, Osborne Foreshore Estate, Osborne Road, Ikoyi, 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

[\_\_\_\_\_] , resident of [\_\_\_\_\_]

[\_\_\_\_\_] ]  
(hereinafter referred to as the **INVESTOR**), which expression shall, where the context so admits, include its successors-in-title and assigns of the OTHER PART

#### WHEREAS:

- (A) **Lotus Capital / The Investment Manager** offers services, including but not limited to the investment of funds in accordance with the principles of Islamic Finance in various asset classes including Stock Market Investments, Real Estate Investments and Asset-Backed Investments.
- (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.

#### NOW IT IS HEREBY MUTUALLY AGREED as follows:

##### 1. DEFINITIONS

**"Deposited funds"** means the sum(s) deposited by the Investor (as stated on the initial and subsequent Investment Advice presented to the investor, upon clearance of deposited funds).

**"Investments"** means all the various Investments including, real estate and asset-backed investments 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;

##### 2. BASIC AGREEMENT

- 2.1 The Investor hereby agrees to entrust to Lotus Capital (the Investment Manager) the amount(s) stated in the investment account opening form and all subsequent amounts invested thereafter by the Investor, to be invested together with other investors' funds for the purpose of the Investments specified in this Agreement as defined in **"Investments"** above. Such amount shall be remitted to the Investment Manager upon the signing of this agreement.

- 2.2 The Investment Manager undertakes to invest the amount entrusted to it by the Investor together with the funds of other investors in accordance with the terms and conditions of this Agreement.
- 2.3 The Investor has independently studied and is satisfied with the Investments. The liability of the Investor is, however, limited to the funds entrusted to the Investment Manager in accordance with this Agreement.
- 2.4. The Investment Manager undertakes to maintain the funds entrusted to it separate from its own assets and away from the claims of its creditors.
- 2.5 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) 70 % of the profit on a pro-rata basis to the Investor;
  - (ii) 30 % of the profit to the Investment Manager.
- 2.6 The Investment Manager shall accrue to the Investor his part of the profit received with respect to the investments made in accordance with this Agreement immediately such payments are received and cleared whether on principal, profit or any other account whatsoever.
- 2.7 The Investment Manager shall provide the Investor with a statement of their investment on a bi-annual basis.
- 2.8 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 conditions of this Agreement either through gross misconduct or is proven to be negligent in keeping or managing the said capital.
- 2.9 This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

### 3. REPRESENTATIONS AND WARRANTIES:

- 3.1 The **Investment Manager** hereby warrants that it is a duly formed and validly existing company with Corporate and legal power to conduct the business of investment and perform its obligations hereunder.
- 3.2 The **Investor** irrevocably warrants that the funds invested in the Investment Manager are legitimate funds with and of no criminal origin.

### 4. RELEVANCE OF THIS AGREEMENT:

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

## **5. DURATION:**

- 5.1** 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 covenants, if same was not rectified within seven 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.
- 5.2** Either party can voluntarily terminate this Agreement upon giving **TEN DAYS'** notice of such intention in writing to the other party.
- 5.3** However, the termination of this contract under any of the above circumstances shall not affect the existing obligations and liabilities of the parties herein.

## **6. NOTICES**

- 6.1** Any notice pursuant to this Agreement shall be given by fax, electronic mail or letter and the onus of confirmation of receipt of such notices shall be on the sender.
- 6.2** Any notice pursuant to this Agreement shall be addressed to the parties' addresses given on the first page of these presents.

## **7. ARBITRATION AND GOVERNING LAW**

The parties herein have 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 the laws of the Federal Republic of Nigeria.

Any decision, exercise of discretion, judgement 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 remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

THE COMMON SEAL of the within named Investment Manager,  
LOTUS CAPITAL LIMITED is herein affixed in the presence of:

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
SECRETARY

SIGNED SEALED AND DELIVERED by the within named **INVESTOR**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

In the presence of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_