

Terms and Conditions - Gold Comply Service

1. TERMS

These terms (**Terms**) apply to the Services You have engaged us to provide.

2. COMMENCEMENT

These Terms and the agreed services will commence on the date this document is signed by You, where no other dates are specified.

3. PARTIES

These Terms apply between us, JEE Client Services, whose registered office is at Block B4, Flat 214, 1004 Housing Estates, Victoria Island, Lagos (registered in Nigeria with RC. 1252508) ("**JCS**"); and **You**.

4. DEFINITION AND INTERPRETATION

4.1 Definitions

In this Agreement, the following words shall have the following meanings:

Application means an application, filing, notice, or other communication or document which is made or sent by JCS to a recipient;

Confidential Information means any information marked as confidential and any information received or developed by JCS during the term of this Agreement which is not publicly available and relates to processes, equipment, and techniques used by You in the course of the your business including all information, data, drawings, specifications, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as customer lists, financial information and business plans;

Charges means the official fees, tax, charges, duties, and disbursements that You shall be liable to pay to third parties as a result of JCS performing the Services;

Claims means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise);

Client means the company or person(s) specified in the signature section of these Terms;

Fee(s) means the Charges, Disbursements and the Professional Fees for the Services;

JCS Personnel means any person(s) that JCS designates to perform the Services on behalf of JCS;

Losses means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever;

Parties means JCS, and You, and Party means either one of them;

Professional Fees means either N1,500,000 per annum or N800, 000 biannually, as agreed by the parties;

Recipient means a governmental or regulatory authority or other third party to which an Application is sent by JCS;

Required Information means the information and documents listed in clause 17; and

Services means the Statutory Appointment of JCS as Company Secretary, maintaining statutory registers, filing the annual return and financial statement with Corporate Affairs Commission, physical attendance and support at 1 board meeting per annum (per entity), facilitating and managing the annual general meeting, and provision of 2 Consultancy Hours (per annum)

4.2 Interpretation: In these Terms, unless the context otherwise requires:

- (a) words importing any gender include every gender;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing persons includes entities, firms, companies and corporations and vice versa;
- (d) references to numbered clauses are references to the relevant clause of these Terms;
- (e) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- (f) the headings to the clauses, and paragraphs of these Terms are not to affect the interpretation;
- (g) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that enactment; and

(h) where the word "including" (and related forms including "includes") is used in this Agreement, it shall be understood as meaning "including without limitation".

5. SERVICES

5.1. JCS shall provide You, the Services (and any additional services that You order) in consideration, You shall paying the Fee for the Services (and any additional services) to JCS according to the terms of this Agreement.

5.2. JCS shall use reasonable endeavours to complete the Services including making Applications by any deadlines specified by governmental or regulatory authorities or other third parties.

5.3. JCS will not be in breach of its obligations to perform the Services (or any part of the Services) by reasonable care and skill where:

- (a) You have not provided or supplied any information or documentation by any date or time specified by JCS in order for JCS to perform its Services or make an Application by any deadline;
- (b) there is a failure of electronic communication technology, where JCS uses electronic communication technology to perform the Services or make any Application to a Recipient (including applying to form a company, make a filing or application); or
- (c) any application made by JCS is received by a Recipient but is not processed, actioned or otherwise delayed.

5.4. The Services shall be performed by such employees or agents that JCS may choose as most appropriate to carry out those Services.

6. CHARGES

6.1. You shall be responsible for the payment of the Charges payable to Recipients arising from the performance by JCS of the Services.

6.2 You shall provide sufficient cleared funds prior to the performance of the Services to enable the Charges to be paid prior to the performance of the Services.

6.3. You recognise that where JCS has not received cleared funds for those Charges to be paid:

- (a) JCS shall not perform the Services which relate to the Charges; and
- (b) You may miss any statutory or regulatory imposed dates for performing certain actions or filing documents with the government and regulatory authorities.

7. REQUIRED INFORMATION

7.1 The Client shall:

- (a) provide the Required Information to JCS as soon as possible after the occurrence of certain meetings, events, transactions, or actions (of the type set out in clause 17); and
- (b) supply the Required Information to JCS no later than the deadline set out in these Terms.

7.2. The Client acknowledges and recognises that if the Required Information is not provided by the appropriate deadline set out in these Terms:

- (a) JCS may not have sufficient time to prepare the required documentation, forms, filings, notices etc as part of performing the Service(s);
- (b) it may not be possible to make appropriate Applications with or to Recipients at all or within the time set by the Recipients; and
- (c) the Client may not have an Application accepted or the filing or Application can only be made late.

8. PERIOD OF SERVICES

8.1 JCS shall carry out the Services for a period of 1 year (Service Term), renewable on the anniversary of the date of these Terms.

9. FEES AND PAYMENT OF FEES

9.1. The payment of the Fees for the Services shall be made by You to JCS.

9.2 The Fees shall be invoiced annually or monthly as agreed by the parties, with the Charges and disbursements be invoiced as and when due. At all times JCS is entitled, at its sole discretion, to adjust the Fees for inflation purposes or changing industry standards or practices.

9.3 If You do not make a payment by any due date or the date stated in an invoice or as otherwise provided for in this Agreement, JCS shall be entitled to

- (a) require You to pay, in advance, for any Services (or any part of the Services) which have not yet been performed; and
- (b) not perform any further Services (or any part of the Services).

9.4 During any period in which JCS is providing the Services for You, You authorise JCS to make any required Applications to a Recipient on your behalf.

10. CONFIDENTIALITY

JCS shall keep your Confidential Information confidential and not deal with it in any way that might prejudice their confidentiality.

11. WARRANTIES, LIABILITIES AND INDEMNITIES

11.1. JCS warrants that it will use reasonable care and skill in performing the Services.

11.2. JCS provides no warranty that any result or objective can be or will be achieved or attained at all or by a given date for the completion of the performance of the Services or any other date, whether stated in this Agreement, or elsewhere.

11.3. The liability of JCS under or in connection with this Agreement whether arising in contract, negligence, breach of statutory duty or otherwise however shall not exceed the Fees paid by You to JCS under this Agreement.

11.4. You warrant that you shall conduct your business in accordance with all applicable anti-corruption laws, and any breach of this clause shall be deemed to be a material breach of this Agreement.

11.5 Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill. and any breach of this clause shall be deemed to be a material breach of this Agreement.

11.6 The parties warrant that they shall endeavour to run or undertake their business in a manner that will not result in a detrimental impact on the other party or could reasonably be seen to result in reputational damage for the other party.

11.7 Each of the parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

12. LIMITATION OF LIABILITY

12.1 JCS shall not be liable for any loss or expenses suffered or incurred by You as a result of any acts or omissions to act by JCS, all claims, suits (whether instituted by the Company or by third parties), damages, taxes, penalties, liabilities, costs and expenses incurred or suffered by JCS in relation to its appointment as Company Secretary of the Client, except in the case of gross negligence, or wilful misconduct of JCS in respect of the Services.

12.2 You shall indemnify and hold harmless JCS for costs of defence and expenses against any such claims and suits at the time of those costs and expenses being payable up to the time that a court has judged in last instance that JCS has acted grossly negligently or committed wilful misconduct in respect of Services.

13. TERMINATION

13.1 Either party may terminate this Agreement at any time on two months' written notice to the other party.

13.2 The parties are entitled to terminate this Agreement with immediate effect:

(a) If the other party is in material breach of its obligations under this Agreement and;

(b) where the breach is capable of remedy within 30 days, the other party has not remedied the breach within 60 days of receiving written notice which specifies the breach and requires the breach to be rectified; or charges, these amounts will, be returned to You within 60 days of termination of the Agreement.

14. ASSIGNMENT

14.1 Neither Party shall assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of the rights and obligations under this Agreement without the prior written agreement of the other Party.

15. ENTIRE AGREEMENT

15.1 This Agreement contains the whole agreement between the Parties in respect of the subject matter of the Agreement and supersedes and replaces any prior written or oral agreements, representations or understanding between them relating to such subject matter.

16. DEADLINE FOR PROVISION OF INFORMATION AND DOCUMENTS

You will provide the information and/or documents to JCS according to the following deadlines:

- a) for documents and/or information which need to be filed with a government or regulatory authority within a fixed number of days (Deadline) of a meeting, event or action taking place, You will supply the documents or information to JCS no less than 5 working days before the expiry of the Deadline.
- b) For documents or information which is required to be supplied at a fixed date (such as an annual return), You will supply the documents and/or information no less than 14 days before the fixed date.

17. REQUIRED INFORMATION (INFORMATION CONCERNING EVENTS, ACTIONS ETC)

- (a) Meetings of the shareholders;
- (b) Meetings of the board of directors;
- (c) Changes in the composition of the shareholders of the company;
- (d) Changes in the composition of the board of directors (appointment of new directors, resignations).
- (e) Issue and cancellation of shares;
- (f) Granting and cancellation of mortgages of property;
- (g) Changes in the details recorded concerning the shareholders and/or directors (e.g. change of address);
- (h) Board resolutions;
- (i) Shareholder resolutions (including special resolutions);
- (j) Minutes of meetings of the board of directors and shareholders;
- (k) Accounts; and
- (l) Share transfers.

18. LAW AND JURISDICTION

This Agreement takes effect, is governed by, and shall be construed in accordance with the laws, from time to time, in force in the Republic of Nigeria. The Parties submit to the non-exclusive jurisdiction of the courts of the Federal Republic of Nigeria.

I/We agree to these Terms on **Date:**

Company Name (You):

Company Address:

Signature (Director or Authorised Signatory):

Name of Signatory:

Position:

Witnessed:

Name: