

**TERMS AND CONDITIONS**  
**Basic 2 Service (Private Company Starter Pack)**  
**Up to N1m Share Capital**

**1. TERMS**

These terms (“Terms”) apply to the Service you have engaged us to provide.

**2. COMMENCEMENT**

These Terms will come into effect on the earlier of either (i) the date you instruct us to commence the Service, or (ii) the date this document is signed by you (where no other dates are specified).

**3. PARTIES**

These Terms are made by and between us, JEE Client Services, whose registered office is at Block B4, Flat 214, 1004 Estate, Victoria Island, Lagos (registered in Nigeria with RC. 1252508) (“JCS”); and You.

**4. DEFINITION AND INTERPRETATION**

**4.1 Definitions**

In these Terms, 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 these Terms which is not publicly available and relates to processes, equipment, and techniques used by You in the course of 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);

**Fee(s)** means N80,000, and the Charges, and any additional amounts agreed to be paid for the Service.

**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;

**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 required to register your Company Limited by Shares;

**Service** means registration of your company limited by shares up to N1,000,000 share capital;

**You** means the person(s) specified in the signature section of these Terms.

**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) 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;
- e) the headings to the clauses, schedules and paragraphs of these Terms are not to affect the interpretation;
- f) 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
- g) where the word “including” (and related forms including “includes”) is used in these Terms, it shall be understood as meaning “including without limitation”

## 5. SERVICES

- 5.1 JCS shall provide to You the Service (and any additional services that You order) in consideration for You paying the Fee for the Service to JCS.
- 5.2 JCS shall use reasonable endeavours to complete the Service including making Applications by any deadlines specified by governmental or regulatory authorities or other third parties, according to these Terms.
- 5.3 JCS will not be in breach of its obligations to perform the Service (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 Service 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 Service 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 Service 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 will be responsible for the payment of the Charges payable to Recipients arising from the performance by JCS of the Service.
- 6.2 You shall provide sufficient cleared funds prior to the performance of the Service to enable the Charges to be paid prior to the performance of the Service;
- 6.3 You recognise that where JCS has not received cleared funds for those Charges to be paid:
- a) JCS shall not perform the Service 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 You shall:
- a) provide the Required Information to JCS as soon as possible after the occurrence of certain meetings, events, transactions, or actions; and
  - b) supply the Required Information to JCS no later than the deadline set out in these Terms.
- 7.2 You shall acknowledge and recognise 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;
  - c) You may not have an Application accepted or the filing of application can only be made late.

## 8. FEES AND PAYMENT OF FEES

- 8.1 The payment of the Fees for the Services shall be made by You to JCS.
- 8.2 All amounts stated (whether orally or in writing) are exclusive of VAT.

## 9. CONFIDENTIALITY

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

## 10. DEADLINE FOR 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 not 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, You will supply the documents and/or information no less than 14 days before the fixed date.

## **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 these Terms, or elsewhere.
- 11.3 The liability of JCS under or in connection with these Terms whether arising in contract, negligence, breach of statutory duty or otherwise however shall not exceed the Fees paid by You to JCS under these Terms.
- 11.4 You warrant that the information provided is accurate, up-to-date, and factual at the time of engaging JCS.
- 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 these Terms.
- 11.6 Each of the parties acknowledges that, in entering into these Terms, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these Terms, and any conditions, warranties or other terms implied by statute or common law are excluded from these Terms 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 the Service, except in the case of gross negligence, or wilful misconduct of JCS in respect of the Service.

## **13. THE TERMS**

- 13.1 These Terms contain the whole agreement between the Parties in respect of the subject matter of the Terms and supersedes and replaces any prior written or oral agreements, representations or understanding between them relating to such subject matter.
- 13.2 The Parties confirm that they have not entered into these Terms on the basis of any representation that is not expressly incorporated into these Terms.

## **14. ASSIGNMENT**

- 14.1 Neither Party shall assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of the rights and obligations under these Terms without the prior written agreement of the other Party.
- 14.2 You may assign and transfer all of its rights and obligations under these Terms to any person to which it transfers all of its business provided that the assignee undertakes in writing to JCS to be bound by the obligations of the assignor under these Terms.

## **15. LAW AND JURISDICTION**

These Terms take 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 Republic of Nigeria.

I/We agree to these Terms on Date:

Witnessed:

Name (You):

Address:

By (Name):

Signature: