



## **OBAFOREX INVESTMENT POLICY/AGREEMENT**

These terms and conditions apply to and regulate the provision of services provided by OBAFOREX GLOBAL TRADING through its platform to the customer. Herein, these terms and conditions constitute that OBAFOREX GLOBAL TRADING offers and set out the terms governing this agreement.

OBAFOREX GLOBAL TRADING provides services that enables you to invest funds, by setting up an account on the platform you have chosen to invest a certain amount which **MUST** fall within the minimum and maximum amount required by OBAFOREX GLOBAL TRADING as set out below:

Minimum Amount: N250,000 (One hundred thousand naira only)

Maximum Amount: N100,000,000 (One hundred million naira only).

### **CONSENT**

By clicking “I agree to the terms and conditions” contained on our platform, which you hereby adopt as your electronic signature, you consent and agree that:

1. We shall provide materials and other information about your legal rights and duties to you electronically.
2. We are authorized to share, receive and use data/information collected from your transactions with other authorized third parties including but not limited

to switching companies, mobile network operators, aggregators, and other financial institutions including e-commerce platforms.

3. By clicking on the box as electronic signature carries the same effect as if you signed them using ink on paper or any other physical means.
4. This consent applies to this transaction and to all future transactions in which you use on any of our platforms.
5. This includes a 48 hours confirmation timeline.

## **DEFINITIONS**

In this agreement, the terms: “you, yours, investor, client” shall mean the person who applied for this account and agrees to this agreement while “we, us, ours, company, fund managers, investment managers” shall mean OBAFOREX GLOBAL TRADING or Persons, corporation to whom the rights and obligations of OBAFOREX GLOBAL TRADING have been assigned.

“Account” means the customer’s account with OBAFOREX GLOBAL TRADING.

Payment Due Date: means the date OBAFOREX GLOBAL TRADING makes payment of ROI based on agreement on chosen investment.

ROI: means Returns on Investment.

## **REGISTRATION OF ACCOUNT WITH US**

To invest in any of the services of OBAFOREX GLOBAL TRADING, you will need to carry out the steps as highlighted below:

1. You must accept and agree to these terms and conditions.

2. Register with us on the OBAFOREX GLOBAL TRADING platform.
3. You must be of a legal age of at least 18 years.
4. You MUST have a tier three local bank account or foreign currency domiciliary account with a Nigerian Financial Institution.
5. You must provide all information as may be requested by us, such as your name, email address, mobile phone number, credential for your bank account and such other information as we may request from time to time.
6. You represent and warrant that all customer information you provide us from time to time is truthful, accurate, current and complete and you agree not to misrepresent your identity or your customer information.
7. You agree to promptly notify us of any changes to your information to enable us update your profile on the OBAFOREX GLOBAL TRADING platform. NB: Changes to your profile may take at least five (5) business days to be effected.
8. If we approve your registration, you will be authorized to use your OBAFOREX GLOBAL TRADING account, subject to these terms:

When you register for the OBAFOREX GLOBAL TRADING account and from time to time thereafter, we may require you to provide and/or confirm information and document that will allow us identify you, such as:

  - a. A copy of your government-issued photo ID, such as a National ID, International Passport, Permanent Voter's card or Driver's License;
  - b. A copy of utility bill, Affidavit or other bill, dated within three months of our request with your name and Address on it.
  - c. Such other information and document that we may require from time to time

## **PAYMENTS AND ACTIVATION**

After registration on our website, deposit can be made **ONLY** via Bank transfer or electronic transfer into our bank account number with the name and narration.

For Example, \*Investment for your name or Top up for your name\* to the specified account belonging to OBAFOREX GLOBAL TRADING.

You can chat us on Live Chat, or call our contact care line to follow up on your deposit and updates. Investment starts counting after 24 hours of payment confirmation.

Please Note:

1. We do not allow Cash deposit nor 3rd Party deposits. We do not accept ATM, POS, Quickteller or deposits from any Mobile Money agent because any deposit made to us must carry or reflect your name as the depositor.
2. Multiple accounts are not allowed for the purpose of proper investment management and prevention of fraud, if the system detects multiple investment account, both/all account will be deactivated immediately. Such individual will have to write to the management for refund, which will be looked into and approved within 20 working days as from the date of account deactivation.
3. **NO RETURN OF CAPITAL AFTER THE EXPIRATION OF INVESTMENTS.**
4. No liquidation of any form before the expiration of the investment (which is in 12 calendar months)

Once you make an investment, OBAFOREX GLOBAL TRADING updates your payment schedule on our platform, and a contract shall be sent to your designated email address showing details of the investment made as well as the applicable terms thereof.

## **TOPPING UP YOUR INVESTMENT**

You are eligible to top-up your investment account two (2) times only within the first 4-months of your investment period, the minimum Top-up of investment is N100,000 (One hundred Thousand Naria Only). You can also refer to your dashboard for information on how to top-up.

Please Note:

- a. Your top-up can only be activated when you initiate a request on your dashboard.
- b. The duration of your investment does not increase even after your top-up.
- c. Your top-up sum falls under your investment capital which will not be returned on expiration of your investment contract.

## **PAYMENTS OF ROI**

Monthly: ROI payment is done every last day of the Month.

Quarterly: ROI payment is done every last day of the quarter (i.e. 3 months from when you invested).

Yearly: ROI payment is done every last day of the year (i.e. 12 months from when you invested).

Please Note:

- a. If the last day of the month falls on a non-working day(s), the company reserves its rights to pay ROI a day to or after the weekends or holidays.
- b. There might be delay in ROI payment due to network issues from Banks, which may result to investors receiving their payment 3 – 5 days later.
- c. You can call, chat or send us a mail if you experience any delay in your ROI payment to your selected Bank Account after the 5th day from the ROI disbursement date.

## **CLIENTS' INFORMATION UPDATE**

In cases where clients need to update his/her account information, kindly contact our customer care support ([helpdesk@obaforex.com](mailto:helpdesk@obaforex.com)), if your request is approved, this can be done within 48 hours.

Note: For Bank Account Update, any other account number maintained that differs from the name used for registration will not be approved. This update can only be done within the first 20 days of the month.

## **REFUND**

In certain exceptional circumstances, OBAFOREX GLOBAL TRADING may refund payments made by investor(s), note that this will be effected within twenty (20) working days. A refund request can be made in cases in which the account had been deposited into, but no orders were executed by the client.

## **TERMINATION**

You acknowledge that OBAFOREX GLOBAL TRADING may be required by law, to liquidate your investment before maturity in the event that information provided by you is untrue, inaccurate or incomplete; and you hereby agree to be liable for any costs that may be reasonably incurred in connection to closing your account.

Note: No liquidation of any form by the client before the expiration of the investment (which is in 12 calendar months)





## **OTHER TERMS AND CONDITIONS**

### **1. APPOINTMENT**

1.1 By clicking to accept this agreement, you hereby appoint us to manage and provide advise with respect to your investment for the period and on the terms set forth in this Agreement, and we accept such appointment.

1.2 You constitutes and appoints the Investment Manager as your true and lawful representative and attorney-in-fact, with full power of delegation (to any one or more permitted sub-advisers), in your name, place and stead, to make, execute, sign, acknowledge and deliver all subscription and other agreements, contracts and undertakings on your behalf 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.

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

2.1 We agree to furnish continuously an investment program for you. In this regard, we will manage the investment and reinvestment of your funds, determine what investments will be purchased, held, sold or exchanged on your behalf and what portion, if any, of the assets will be held uninvested, continuously review, supervise and administer your investment program and supervise and arrange the day-to-day operations with utmost care, diligence and responsibility.

2.2 We agree that we will discharge our responsibilities under this Agreement and in accordance with the terms hereof and in accordance with the investment



objectives, policies, guidelines and restrictions of our company which shall be governed by the applicable rules and regulations of the Securities and Exchange Commission and other applicable Federal and State laws.

### **3. AUTHORITY AND DUTIES OF THE INVESTOR**

3.1 You hereby agree to entrust to us a selected amount for the purpose of the Investments specified in this agreement and upon execution of this agreement such amount shall be remitted to us through our approved payment platforms.

3.2 You have independently studied and you are satisfied with the investment and your liability shall be limited to the funds entrusted to us in accordance with the terms and conditions of this agreement.

### **4. FEES**

4.1 You are not obliged to pay any sum for management or sales fees

4.2 We are obligated to pay certain percentage interest on the chosen investment package which are in accordance to our company policy.

### **5. EXPENSES**

5.1 Other than as specifically indicated in this Agreement, we shall not be required to pay any of your expenses like offshore charges, your bank account charges, SMS charges on OTP. We shall bear our own operating and overhead expenses attributable to our duties here under (such as salaries, bonuses, rent, office and administrative expenses, depreciation and amortization, and auditing expenses).

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 We hereby warrant that it is a duly formed company with the requisite authority to conduct the business of FX and Money market investment under the relevant laws of the Federal Republic of Nigeria.

6.2 In using the best efforts to obtain for you the most favorable price and execution available, WE, bearing in mind your 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 We and our affiliates and any of their respective members, partners, officers, and employees shall devote our time to your affairs as in our judgment of the conduct of our business shall reasonably require, and none of our Manager or our affiliates shall be obligated to do or perform any act or thing in connection with your business not expressly set forth herein.

## **7. REPORTS AND OTHER INFORMATION**

7.1 We agree to furnish to you, if applicable, current prospectuses, proxy statements, reports to members, certified copies of their financial statements, and such other information with respect to your affairs as each may reasonably request. We further agree to furnish to you, if applicable, the same such documents and

information pertaining to any sub-adviser or sub-administrator as you may 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 us (or any sub-adviser or sub-administrator). We further agree to preserve these records for the periods under the relevant legislation.

## **8. SCOPE OF LIABILITY; INDEMNIFICATION**

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

8.2 You shall, to the fullest extent permitted by law, indemnify and save harmless our company, its affiliates and any of our 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 our 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 Investor or 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. SCOPE OF LIABILITY; INDEMNIFICATION**

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

## **10. TERMINATION/RENEWAL**

10.1 This Agreement shall become effective as of the date of its execution unless otherwise terminated in accordance to Page 4 of the Terms and Conditions.

10.2 This Agreement shall stand terminated where upon a breach of the Investment Management Terms and Conditions, the same is not rectified within Fourteen 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 your behalf.

## **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, lockdown 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 this Agreement 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. CONFIDENTIALITY & NON-DISCLOSURE**

12.1 The parties acknowledge that 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:

- i. In the public domain through no fault of the receiving party,
- ii) Was independently developed as shown by documentation,
- iii) Disclosed to others without similar restrictions, or
- iv) 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 the other party.

## **13. 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 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.

#### **14. NOTICES**

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.

#### **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.

#### **16. SEVERANCE**

16.1 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.

16.2 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.

## **17. MODIFICATION/ CHANGES**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. You are responsible for regularly reviewing these Terms of Use since such changed terms will govern your continued use of the Web Site and/or the Tools. What constitutes a material change will be determined at our sole discretion.

