

INVESTMENT AGREEMENT

BETWEEN

**GTEXT MEDIA AND INVESTMENT
(FACILITATOR)**

AND

.....

(INVESTOR)

THIS INVESTMENT AGREEMENT is made this day of, 2021

BETWEEN

GTEXT MEDIA AND INVESTMENT of 16b Babatunde Ladega Street, Omole Phase 1 ojudu, (hereinafter referred to as “Facilitator” which expression shall where the context so admits include its Legal Representatives, Successors-in-title, Administrators) of the **FIRST PART**

AND

..... (hereinafter referred to as “Investor” which expression shall where the context so admits include his Heirs, Administrators/or Assigns, Successors-in-title) of the **SECOND PART**.

WHEREAS:

- i. The Facilitator is an investment company that deals with the business of investing capital in agricultural and real estate services, by setting up an investment scheme open to eligible members of the society, to invest in a branch of their agricultural/real estate services.
- ii. GVEST is a product of Gtext media and investment which the investor wants to subscribe to
- iii. The Investment Scheme involves the acquisition/development/sales of land and properties and the planting/managing/harvesting and sales of the farm produce.
- iv. The Investor is willing and has agreed to subscribe to the investment scheme plan by paying the stipulated amount.
- v. This agreement shall set out the terms of the Investment Scheme between both Parties.

IT IS HEREBY AGREED AS FOLLOWS:

1.0 COMMENCEMENT AND TERM

This Agreement shall commence on the day of, 2021.

2.0 THE AGREEMENT

Subject to the terms and conditions set forth in this Agreement, the Facilitator, having procured a suitable Investment Scheme project, hereby agrees as follows:

- i. The Facilitator shall manage the investment owned by the Investor,

- ii. The Facilitator shall thereafter remit the accrued returns to the Investor on the agreed ROI at the required date subject to clause 5 of this agreement.

3.0 OBLIGATIONS AND WARRANTIES OF THE FACILITATOR

3.1 The Facilitator warrants that all details provided in this Agreement about the structure of the Investment Scheme are correct.

3.2 The Facilitator warrants that returns shall be made to the Investor as and when due on the completion of the cycle in the manner stated in the schedule to this document subject to clause 5.

3.3 The Facilitator warrants that in the event where the facilitator is not able to pay back the Investor's capital plus agreed interest within the agreed investment duration, Investor can request that the investment be converted to a payment for land at any Estate owned by GText Lands.

3.3.1 In the case where Investor's capital plus interest does not cover price for land, it will be considered a part payment (upfront instalment) for a land.

3.4 The Facilitator warrants that in the event the investor does not want to convert investment to Land asset, a renegotiation of payment agreement will be reached by both parties.

4.0 OBLIGATIONS AND WARRANTIES OF THE INVESTOR

4.1 The Investor is to pay the investment sum in the manner stated in this agreement.

4.2 The Investor warrants that all details provided by him are accurate.

4.3 The Investor warrants that he is fully aware of the structure and peculiarities of the Investment Scheme, inclusive of the deduction of the Management Fees, and has agreed to invest in same.

4.4 The Investor has agreed to complete and sign all necessary paperwork and documentation relating to the Investment Scheme.

5.0 REVIEW OF ROI

5.1 Subject to the market forces and decision of the Facilitator, the Facilitator has a right of review on the ROI either downward or upward after a year of investment.

5.2 This review will be communicated accordingly to the Investor in writing

5.3 In the event that the investor does not consent to the reviewed ROI offer, the company will be willing to refund investors capital within 90 days from refund request.

6.0 PAYMENT TERMS

6.1 The investor agrees to pay the sum of..... allotted to.....investment plan chosen. This sum paid shall be the full investment sum for the investment plan. The investment cycle is..... Years, investor will be paid..... % return on investment every..... month.

7.0 METHOD OF PAYMENT

All payments to be made to the Facilitator with respect to the Investment Scheme shall be made to the bank account details provided below or any other bank account details prescribed by the Facilitator.

Bank Name: ZENITH BANK

Account Name: GTEXT MEDIA AND INVESTMENT

Account number: 1014343176

8.0 INVESTMENT SCHEME DETAILS

8.1 The Investor subscribes to the GVEST “Real Estate investment plan”.

8.2 The Facilitator shall manage the entire process of the use of investment with a dedicated professional team.

8.3 The Facilitator shall sell the lands/ properties/agricultural products, or as the case may be, at the standard market price and remit returns on investments to the investor.

9.0 TERMINATION

9.1 Without prejudice to any other legal remedies, the Parties shall have the right at any time to terminate this Agreement forthwith in any of the following events:

9.1.1 If the Investor requests to terminate the investment before the end of agreed investment circle, **70%** of the investment capital and accrued interest as at the time of termination will be paid on or before 90 days from the date a written notice of termination is made by the investor.

9.1.2 If the Facilitator requests to terminate the investment before the end of agreed investment circle, the investment capital and accrued interest as at the time of termination will be paid on or before 90days from the date a written Notice of termination is made by the facilitator.

10.0 GENERAL PROVISIONS

10.1 This Agreement contains all the terms agreed to between the parties with respect to the subject matter hereof and during the term of this Agreement it is understood and agreed that there shall be no change or modification of this Agreement unless reduced to writing and signed by the Parties hereto.

10.2 The Parties acknowledge that this agreement contains confidential trade information; neither Parties' representatives shall reveal or use on their own behalf or on behalf of any person any facts or information arising from this agreement.

10.3 If any term, provision, covenant or condition of this Agreement is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement, rather such necessary adjustment may be made to validate it.

10.4 Any amendment to this Agreement shall be in writing, signed by all existing Parties on the date of the amendment and shall be attached to this Agreement as an addendum.

11.0 GOVERNING LAW

All questions regarding the construction of this Agreement and the rights, duties, obligations and liabilities of the parties shall be determined in accordance with the applicable provisions of the Laws of the Federal Republic of Nigeria.

12.0 DISPUTE RESOLUTION

Any controversy, dispute or claim arising out of or relating to this agreement, shall first be settled through Negotiation. If the dispute cannot be settled through Negotiation, the parties agree to submit to litigation at the relevant Nigerian court.

13.0 GOOD FAITH

13.1 Each of the Parties hereto undertakes to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of this Agreement.

13.2 The Parties to this Agreement hereto acknowledge that each of them had the opportunity to review this Agreement and this Agreement will not be construed against the Party who has prepared same merely because it is the drafting Party.

IN WITNESS WHEREOF the Parties hereto have set their hand and seal on this Agreement the day and year first above written.

The COMMON SEAL of the within named facilitator “Gtext Media and Investment” is affixed in the presence of:

DIRECTOR

SECRETARY

Signed and delivered by the within named **INVESTOR**:

INVESTOR

In the presence of:

Name: _____

Address: _____

Occupation: _____

Phone No. _____

Signature: _____