BUSINESS INVESTMENT AGREEMENT

Ref No: EHV/INV/___________

This Agreement is entered into as of the ___ day of _______________, 20____

1. PARTIES TO THIS AGREEMENT

This Business Investment Agreement ("Agreement") is made between:

PARTY A — THE INVESTOR (El-Hub Ventures)

Registered Name: El-Hub Ventures

Registration No.: 9443094

TIN: 2623772996895

Represented by: Ndikum Elvis Nkwenti (CEO & Founder)

Address: 12 Garba A Idris St, Kado, Abuja 900108, FCT, Nigeria

Email: contact@elhubventures.com

Phone: (+234) 913 937-0513

PARTY B — THE INVESTEE / BUSINESS OWNER

Full Name / Business Name: ____________________________________

Registration No. (if applicable): ____________________________________

Address: ____________________________________

Email: ____________________________________

Phone: ____________________________________

Represented by (if company): ____________________________________

Party A and Party B shall collectively be referred to as the "Parties."

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set out the terms and conditions under which El-Hub Ventures (Party A) shall make a financial investment into the business operations of Party B, in exchange for a defined return on investment over an agreed period. This Agreement is legally binding upon execution by both Parties.

3. INVESTMENT DETAILS

Investment Amount (in figures): NGN / USD ____________________________

Investment Amount (in words): ____________________________

Purpose / Use of Funds: ____________________________

Investment Commencement Date: ___________________________
Investment Duration: ___________________________ months/years
Investment Maturity Date: ___________________________

The investment amount shall be disbursed in the following manner (select and fill):

☐ Lump Sum — Full amount transferred on commencement date.

☐ Tranches — Disbursed in instalments as follows: ___________________________

4. RETURN ON INVESTMENT (ROI)

Agreed Profit / Return Rate: ___________________________% per annum / per cycle
Expected Return Amount: NGN / USD ___________________________
Total Amount Payable to Party A at Maturity: NGN / USD ___________________________
Payment Schedule: ☐ Monthly ☐ Quarterly ☐ At Maturity
Payment Method: ☐ Bank Transfer ☐ Cheque ☐ Other: ___________

Party B guarantees a minimum return of the agreed percentage to Party A regardless of the business performance, except in cases of force majeure as defined in Section 10.

5. OBLIGATIONS OF EL-HUB VENTURES (PARTY A)

5.1 Disburse the agreed investment amount to Party B as stipulated in Section 3.

5.2 Refrain from interfering in the day-to-day operations of Party B's business unless material breach of this Agreement is identified.

5.3 Provide written notice at least 30 days before initiating any enforcement action under this Agreement.

5.4 Keep all proprietary and confidential business information of Party B strictly confidential.

6. OBLIGATIONS OF PARTY B (THE INVESTEE)

6.1 Utilise the investment amount solely for the purpose stated in Section 3 and not divert funds for any unauthorised purpose.

6.2 Provide El-Hub Ventures with monthly or quarterly business performance reports, financial statements, or any documentation as reasonably requested.

6.3 Repay the principal investment plus the agreed return on or before the maturity date.

6.4 Notify El-Hub Ventures in writing within 5 (five) business days of any event that may materially affect the business or ability to repay.

6.5 Maintain adequate business insurance for the duration of this Agreement.

6.6 Not take on additional investors, loans, or liabilities that may jeopardise repayment without the prior written consent of El-Hub Ventures.

7. SECURITY & COLLATERAL

To protect the interest of El-Hub Ventures, Party B agrees to provide the following as security for the investment:

Collateral Type: ☐ Asset ☐ Property ☐ Guarantor ☐ Post-Dated Cheques ☐ Other

Description of Collateral: ___________________________________

Estimated Value of Collateral: ___________________________________

Guarantor Name (if applicable): ___________________________________

Guarantor Contact: ___________________________________

In the event of default by Party B, El-Hub Ventures reserves the right to enforce its claim against the stated collateral without further notice, subject to applicable law.

8. INTELLECTUAL PROPERTY & BRANDING RIGHTS

8.1 El-Hub Ventures retains the right to feature Party B's business as a portfolio investment on its website, marketing materials, or investor presentations, unless Party B expressly opts out in writing.

8.2 No intellectual property belonging to El-Hub Ventures may be used by Party B for any purpose without prior written approval.

8.3 Any jointly developed tools, platforms, or systems during this investment period shall be jointly owned, with terms to be agreed in a separate Intellectual Property Schedule if applicable.

9. EVENTS OF DEFAULT

Party B shall be deemed in default if any of the following occur:

a) Failure to make any payment when due and such failure continues for 10 business days after written notice.

b) Material misrepresentation of financial status, business performance, or use of funds.

c) Insolvency, bankruptcy, or voluntary liquidation of Party B's business.

d) Diversion of investment funds for purposes other than those stated in this Agreement.

e) Breach of any material term of this Agreement not remedied within 14 days of written notice.

Upon default, the entire outstanding investment amount plus accrued returns shall become immediately due and payable, and El-Hub Ventures may pursue all legal remedies available.

10. FORCE MAJEURE

Neither Party shall be liable for failure to perform obligations under this Agreement due to events beyond reasonable control, including but not limited to natural disasters, pandemics, government-imposed restrictions, or acts of war. The affected Party must notify the other within 7 days of such an event. Force majeure shall not excuse payment obligations beyond a period of 60 days.

11. CONFIDENTIALITY

Both Parties agree to keep the terms and conditions of this Agreement, including all financial figures and business information exchanged hereunder, strictly confidential during the term of this Agreement and for 3 (three) years following its expiration or termination. This obligation shall not apply to information required to be disclosed by law or regulation.

12. DISPUTE RESOLUTION

12.1 Negotiation: In the event of any dispute, the Parties shall first attempt to resolve the matter amicably through direct negotiation within 14 days of written notice of the dispute.

12.2 Mediation: If unresolved, the dispute shall be referred to a mutually agreed mediator within 21 days.

12.3 Arbitration: Failing mediation, the matter shall be referred to binding arbitration in accordance with the Arbitration and Conciliation Act (Nigeria) or applicable law of the jurisdiction. The seat of arbitration shall be Abuja, FCT, Nigeria.

12.4 Litigation: Each Party retains the right to seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm.

12.5 Costs: The losing party shall bear all costs of dispute resolution unless otherwise directed.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Any action arising under or relating to this Agreement shall be brought exclusively in the courts of the Federal Capital Territory, Abuja, Nigeria.

14. EARLY EXIT & TERMINATION

14.1 Early Repayment by Party B: Party B may repay the investment before maturity provided a minimum of 30 days written notice is given. An early exit fee of ___% of the outstanding principal shall apply.

14.2 Early Exit by El-Hub Ventures: El-Hub Ventures may withdraw its investment early only under mutual written agreement or upon material breach by Party B.

14.3 Upon termination for any reason, all outstanding balances shall be immediately settled within 7 business days unless otherwise agreed in writing.

15. REPRESENTATIONS & WARRANTIES

Each Party represents and warrants that:

a) It has full legal authority to enter into this Agreement.

b) The execution and performance of this Agreement do not violate any applicable law, regulation, or existing contract.

c) All information provided to the other Party is true, accurate, and complete to the best of its knowledge.

d) Party B specifically warrants that the business is legally registered and operating in compliance with all applicable laws.

16. AMENDMENTS & ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements. Any amendment to this Agreement must be in writing and signed by authorised representatives of both Parties.

17. EXECUTION / SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above. By signing below, each Party confirms they have read, understood, and agreed to all terms herein.

PARTY A — EL-HUB VENTURES *Signature / Stamp*	**PARTY B — THE INVESTEE** *Signature / Stamp*
Name: Ndikum Elvis Nkwenti Title: CEO & Founder Date: ____________________________	Name: ____________________________ Title: ____________________________ Date: ____________________________

18. WITNESS / ATTESTATION

The undersigned witnesses hereby confirm that they were present when the Parties affixed their signatures to this Agreement and that the signatures are genuine.

WITNESS 1 *Signature / Stamp*	**WITNESS 2** *Signature / Stamp*
Full Name: ____________________________ ID Type & No.: ____________________________ Date: ____________________________	Full Name: ____________________________ ID Type & No.: ____________________________ Date: ____________________________

19. NOTARIZATION / COMMISSIONER FOR OATHS (Optional)

This section to be completed where notarisation is required.

Sworn before me at: ____________________________

Date: ____________________________

Commissioner for Oaths / Notary Public — Signature, Name & Stamp

SCHEDULE A — ADDITIONAL TERMS (If Applicable)

Any additional agreed terms, milestones, or special conditions applicable to this specific investment shall be documented here and form part of this Agreement.

1. ____
2. ____
3. ____