

ANCHORIA ASSET MANAGEMENT LIMITED

Terms and Conditions of use of SEEDs by Anchoria Asset Management Limited

[●] 2022

Welcome to our Terms and Conditions of Use. These terms affect your legal rights, endeavor to read them and treat with utmost importance.

Terms and Conditions

This Terms and Conditions (the "**Terms**", or "**Agreement**") is an agreement between Anchoria Asset Management Limited (AAML, the "**Company**", "**us**", "**we**" or "**our**") and you ("**User**", "**you**" or "**your**"). We are a company duly registered in Nigeria with RC number 1242353. This Agreement including our Privacy Policy which is incorporated into this Agreement by reference sets forth the general terms and conditions of your use of SEEDs by AAML's Mobile Application, a product of the Company, or such name or product communicated by AAML from time to time, including all features and functionality, the site, content, application, user interface and software associated with our service and any of its products or services (collectively, "**the Platform**" or "**Services**").

By using the Platform, you are entering into a binding contract with the Company. Your agreement with us includes this Terms and our Privacy Policy (the "**Agreements**").

Acceptance of Terms of Use

By accessing, visiting, or using the Platform, via this site or any other device or application or other technology, you accept and agree to be bound by this Terms. Further, you shall be subject to any additional terms of use that apply when you use certain products or posted guidelines or rules applicable to our Services, which may be posted and modified from time to time. All such guidelines are hereby incorporated by reference into this Terms.

ANY ACCESS, USE or PARTICIPATION IN THE SERVICES WILL CONSTITUTE ACCEPTANCE OF THIS TERMS. IF YOU DO NOT AGREE TO THIS TERMS OF USE, PLEASE DO NOT USE THE SERVICES OR OUR SITE OR MOBILE APPLICATION OR ACCESS OUR SERVICES.

Accounts

You must operate an account with the Company to be able to use the Platform. The Mobile Application can be used on a mobile device running an operating system supported by us. To log onto the Platform, you will need to enter your User Identification (User ID) and other security information that we request, or when available, by using biometric authentication which is a security process that relies on your unique biological characteristics to verify your identity. The current supported biometric authentication methods are touch ID and face ID methods.

You understand that when using the biometric authentication to log onto the Platform, any fingerprint, facial map, or any other biometric data stored on your mobile device can be used to access your Mobile Application and your accounts and to give instructions for certain transactions. You therefore should ensure that your mobile device only stores your fingerprint(s), facial map, or other biometric data, and will not store anyone else's biometric credentials (e.g., fingerprint, facial map or any other biometric data).

The biometric authentication on the Platform is performed by the biometric authentication module of your device, and we do not control the functionality of any mode of biometric authentication including fingerprint, touch ID or face ID. We make no representation or warranty as to the security of the biometric authentication function on your mobile device and we do not have access to your fingerprint(s) or facial recognition information. For more information on how the biometric functionality works for your mobile device, please refer to your device manufacturer's support resources.

You understand and agree that any fingerprint stored on your mobile device can be used to access your account, therefore you shall take all reasonable measures to keep your mobile device and the password used to register your fingerprint(s), facial map or other biometric data on your mobile device in your safe custody, and to prevent unauthorized use or disclosure of your mobile device and the password. You shall be fully responsible for and bear the risk of any accidental or unauthorized disclosure of your mobile device and password to any other person or any unauthorized use of your mobile device and password by any other person.

We may notify you from time to time about changes in the security information. We will automatically log you out of the Platform if you are inactive for 3 minutes.

If you create an account on the Platform, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. Providing false contact information of any kind may result in the termination or closing of your account. You must immediately notify us of any unauthorized use of your account or any other breaches of security of your account. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

Third-Party Service Providers

We may employ third-party companies and individuals to facilitate our Services ("**Service Providers**"), to provide the Services on our behalf, to perform certain services or assist us in analyzing how our Services are used.

These third parties have access to your Personal Data (as defined in the Privacy Policy) only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Qualification for Use

Accounts are available only to people aged 18 or over. You must be over the age of 18 to operate an account with the Company and use the Platform. Individuals under the age of 18, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to this Terms. The User must have the contractual capacity to enter a binding contract with us and must not be barred from doing so under any applicable laws. You also warrant that any registration information that you submit to the

Company is true, accurate and complete, and you always agree to keep it that way and the Company will not be held liable for any loss or damage that may arise in this respect.

Services

Here are some information about all the ways you can enjoy the Platform:

- Investments in Mutual Funds
- Investments in Fixed deposits
- Foreign currency investments (Euro bonds and Fixed deposits)

Consent

You consent to receiving electronic communication from the Company relating to your account. We may communicate with you by electronic mail (e-mail), short message service (sms) or by posting notices on the Platform or through other methods. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communication be in writing. You also consent to receiving certain other communication from us, such as newsletters, special offers, questionnaires, customer surveys or other announcements via email, sms, or other methods. You may opt-out of receiving communications, including marketing communications from us by following the directions in our e-mail to “unsubscribe” from our mailing list, or by sending an e-mail request to clientexperience@anchoriaam.com. Please be aware that if you choose not to receive such communication, certain offers attached to services you have chosen may be affected. We will still communicate with you in connection with transactional communications, including but not limited to servicing your account and customer services.

Suspension of the Platform.

The Company reserves the right, at any time, suspend your use of the Platform in any of the following situations;

- Where concerns exist about the security of the Platform;
- Where it is suspected that your account on the Platform has been used fraudulently or in an unauthorized way;
- Where it is suspected that your account on the Platform triggers certain AML/CFT risks;
- Where there is a significantly increased risk that you will be unable to repay any overdraft or fulfil an obligation on any of your accounts;
- Where there are legal or regulatory obligations we have to meet.

We may give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or if it is unlawful to do this. Occasionally, we may not be able to contact you to give you advance notice. If you have entered incorrect log-on details on the Platform on several occasions, we will suspend your access to the Platform. If this happens, you can reset your log-on details within the Mobile Application by identifying yourself and answering our security questions. Otherwise, you

will need to call us on our customer care lines (+234 818 889 9455) or email us at clientexperience@anchoriaam.com.

Links to other mobile applications

Although this Platform may be linked to other mobile applications, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked mobile application, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their mobile applications. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any mobile application which you access through a link from our Mobile Application. Your linking to any other off-site mobile applications is at your own risk.

Your Submissions And Information

You grant us the right to use the materials or information that you submit to the Platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, 'Submissions'). When you post comments or reviews on the Platform, you also grant us the right to use the name that you submit or your username in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third-parties as to the origin of any Submissions. We may, but shall not be obligated to, publish, remove or edit your Submissions.

You consent to and authorize the use by us of any information provided by you (including Personal Data) for the purposes of sending informational and promotional e-mails to you where you agree. Your agreement shall constitute your consent for the purpose of the provisions of any spam control laws (whether in Nigeria or elsewhere). You may subsequently opt-out of receiving promotional e-mails by clicking on the appropriate hyperlink in any promotional e-mail or by following the directions in our e-mail to "unsubscribe" from our mailing list, or by sending an e-mail request to clientexperience@anchoriaam.com.

You acknowledge that you have read and agree to the Privacy Policy and consent to our collection, use and disclosure of your Personal Data for the purposes as set out in the Privacy Policy.

Prohibited Uses

In addition to other terms as set forth in this Agreement, you are prohibited from using the Platform or its content:

- (a) For any unlawful purpose;
- (b) To solicit others to perform or participate in any unlawful acts;

- (c) To violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) To infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) To submit false or misleading information;
- (g) To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related mobile application, other mobile applications, or the internet;
- (h) To collect or track the personal information of others;
- (i) To spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) For any obscene or immoral purpose; or
- (k) To interfere with or circumvent the security features of the Service or any related mobile application, other mobile applications, or the internet. We reserve the right to terminate your use of the Service or any related mobile application for violating any of the prohibited uses.

Intellectual Property Rights

This Agreement does not transfer to you any intellectual property owned by the Company or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with the Company. All trademarks, service marks, graphics and logos used in connection with our Platform or our Services, are trademarks or registered trademarks of the Company. Other trademarks, service marks, graphics and logos used in connection with our Platform or our Services may be the trademarks of other third parties. Your use of our Platform or our Services grants you no right or license to reproduce or otherwise use the Company or third-party trademarks.

Copyright Infringement

All rights reserved. No part of the Mobile Application may be copied, reproduced, ripped, recorded, re-engineered, decompiled, disassembled, modified reproduced, distributed, or transmitted in any form or by any means either electronic or mechanical methods, without prior written permission of the Company.

Technology Limitations and Modifications

The Company will make reasonable efforts to keep the Platform operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. The Company reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Platform, with or without notice, all without liability to you for any interruption, modification, or

discontinuation of the Platform or any function or feature thereof. You understand and agree that we have no obligation to maintain, support, upgrade, or update the Services, or to provide all or any specific content through the Service.

Limitation of liability

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Services, the third-party applications or the third-party application content is to uninstall any AAML software and to stop using the Services, the third-party applications or the third-party application content.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, REGARDLESS OF ANY LEGAL THEORY, WITHOUT REGARD TO WHETHER THE COMPANY HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, SHALL NOT BE MORE THAN THE AMOUNTS PAID BY YOU TO THE COMPANY DURING THE PRIOR THREE MONTHS IN QUESTION.

Nothing in this Terms of use removes or limits the Company's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence.

Disclaimer Warranty

The Platform is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the Platform will be free from defects or viruses or that operation of the Mobile Application will be uninterrupted. Your use of the Platform and any other material or services downloaded or made available to you through the Platform is at your discretion and risk, and you are solely responsible for any damage resulting from their use.

Restrictions

You shall not:

- (i) Modify, revise or create any derivative works of the Platform;
- (ii)Decompile, reverse engineer or otherwise attempt to derive the source code for the Platform;
- (iii)Redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Platform; or

(iv) Remove or alter any proprietary notices, legends, symbols or labels in the Platform, including, but not limited to, any trademark, logo or copyright.

Indemnification

You agree to indemnify and hold the Company and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your content, your use of the Platform or Services or any willful misconduct on your part.

No waiver

Our failure to enforce this Terms shall not constitute a waiver of this Terms, and such failure shall not affect the right later to enforce this Terms. We would still be entitled to exercise our rights in any other situation where you breach this Terms.

Rights of third parties

A person or entity who is not a party to this Terms shall have no right to enforce any provision of this Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this provision shall affect the rights of any permitted assignee or transferee of this Terms.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Terms shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute Resolution

The validity, construction and performance of this Agreement shall be governed by the laws of the Federal Republic of Nigeria.

Parties shall use their best endeavors to amicably settle any dispute or difference of opinion arising from or in connection with this Agreement through mutual discussions.

All disputes should be logged formally by sending an email to clientexperience@anchoriaam.com within 90 days of the transaction date

Where the Parties are unable to resolve the dispute through mutual discussions, the dispute or difference of opinion shall be referred to mediation conducted by their legal representatives

or financial auditors, where financial matters are involved. Failing which the dispute shall finally be referred to arbitration in accordance with the Arbitration and Conciliation Act Cap. A18, Laws of the Federation of Nigeria 2004, or any amendment thereto.

The place of arbitration shall be Lagos State, Nigeria and there shall be a sole arbitrator who shall be appointed jointly by the parties. Where the parties fail to jointly agree on the appointment, they shall approach the Lagos Multi-Door Court House to appoint a sole arbitrator who shall be competent to adjudicate on the issue in dispute.

The language to be used in the arbitral proceedings shall be English. The arbitral award shall be final and binding between the parties. The reference of any dispute to arbitration shall not prevent the Parties from seeking any form of urgent protective reliefs/injunctions/specific performance from a court of law via motion or other originating processes for the protection of any res pending the constitution of the arbitral panel and/or final award.

Changes and Amendments

We reserve the right to modify this Agreement or its policies relating to the Platform or Services at any time, effective upon posting of an updated version of this Agreement on the Platform. For the avoidance of doubt, we may or may not notify you when we modify or amend this Agreement. However, in the instance we choose to notify you, we will send you an email to that effect. Please note that your continued use of the Platform after any such changes shall constitute your consent to such changes.

Acceptance of this Terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Platform or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Platform and its Services.

Contacting Us

If you have any questions about this Agreement, please contact us via clientexperience@anchoriaam.com. This document was last updated on [●] 2022