

BAMBOO SYSTEMS TECHNOLOGY LIMITED

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU PROCEED. BY PROCEEDING WITH THE ACCOUNT OPENING PROCESS, YOU INDICATE THAT YOU UNCONDITIONALLY ACCEPT THE TERMS AND YOU AGREE TO ABIDE BY THEM. IF YOU DO NOT AGREE WITH THE TERMS, PLEASE DO NOT PROCEED WITH THE ACCOUNT OPENING PROCESS.

1. The **T&C** represents an agreement between:

- **YOU**; and

BAMBOO SYSTEMS TECHNOLOGY LIMITED a company registered under the laws of the Federal Republic of Nigeria with a Registration Number of 1548167 and having its principal place of business at Plot 1, Block 22 Babatunde Anjous Avenue, Lekki Phase 1, Lagos, Nigeria (hereinafter referred to as “**Bamboo**” or “**We**” or “**Us**” which expression shall, where the context so admits, include its legal representatives and assigns).

2. Definition and Interpretation

2.1 In the T&C, save where the context otherwise requires, references to:

2.2 an individual or individuals shall include his/her or their respective personal representatives;

2.3 a corporate organization shall include the personal representatives and/or authorized signatory;

2.4 the singular includes the plural and vice versa and any gender includes any other gender;

2.5 The words “**including**” and “**in particular**” shall be deemed to be followed by the expression “(but not limited to)”;

2.5. The following words and expressions in this terms and conditions (save where the context requires otherwise) bear the following meanings:

“ Account ”	means your Bamboo Account.
“ Application ”	means the website https://investbamboo.com , its subdomains and all affiliated websites owned and operated by Bamboo, or using or downloading our mobile application including any content, component, functionality and/or service offered on or through Website, Bamboo App or hard copies of the Forms provided to You offline. (collectively the “ Application ”)
“ Business Day ”	means any day other than a Saturday, Sunday or public holiday on which commercial banks are generally open for business in the Federal Republic of Nigeria and in the United States of America, inclusive of stock market holidays in the United States of America.
“ Form ”	means the account opening form provided by Bamboo and completed by You in respect of your Investment.
“ Investment ”	means an asset acquired with the goal of generating income under the Application.

“Personal Information”	means the information about You obtained by Bamboo or any of its service providers in connection with the Services being provided by them;
“Product”	Means Bamboo’s fixed return/fixed income product accessed via its Application which allows You to make Investments.
“Representatives”	means any authorised person you have appointed in writing as your representative and where the representative is a corporate entity, “Representative” shall include the authorised officers of such corporate entity.
“Services”	means all products, services collectively offered by Bamboo on its Application, including the fixed return/ fixed income product.
“T & C”	means collectively the terms and conditions set forth in this Agreement, as may be amended from time to time, including all exhibits, schedules and addendum thereto and the terms and conditions of the Application on https://Bamboo Terms of Service and Bamboo’s Privacy Policy https://Bamboo's Privacy Policy .
“We”, “Us” and “Our”	means Bamboo and affiliate companies.
“You” or “Your”	means the corporate organization, who has completed and signed the account opening form (the Form), through its authorized signatories, to access the Product on the Application and is bound by this T & C.

3. Purpose

The Product can be accessed via the Application or any other platform, as indicated by Bamboo. It allows you to make Investments and earn competitive returns on fixed tenors ranging from 90 days to 364 days various tenors available.

4. Our Agreement

- 4.1 The Form together with the T & C and other required supporting documents constitutes a binding contract between You and Us.
- 4.2 We reserve the right to change the T & C without recourse to You when required by legislation or our operational/business needs. The T&C and any amendments or variations thereto shall take effect on their date of publication or on such other date as may be expressly communicated to You, whichever is earlier.
- 4.3 Where the changes are relevant, we may advise you of the changes and how they affect you. You agree to check the Terms, on the applicable channels (as may be advised), from time to time.
- 4.4 You acknowledge that the continuous used of Bamboo’s Services by You constitutes your agreement to be bound by the latest version of the T & C, as amended.

- 4.5 The T & C shall regulate the relationship between You and Us.
- 4.6 We reserve the right to decline your application to access the Application or to revoke the same at any stage at our sole discretion and without assigning any reason or giving any notice thereto or in accordance with notice periods permitted in law.

5. Your Company Details

- 5.1 To enable You open an Account on the Application to access the Product and Services, we require information including your corporate details, the personal data of your authorised signatories, source of funds for the Investment, and other details as contained in the Account Opening Form provided to You (“**Company Details**”). You agree that You will provide, true, accurate, current and complete registration information. We may also require that You provide your financial information, risk preferences and any other information that We may require from time to time (“**Financial Information**”). You hereby authorize Us to verify your corporate details and the Financial Information from independent sources that may be available to Us. You agree to promptly update your Financial Information and Company’s Details for our records, in the event of any change or modification to such information. Whilst we will use best efforts to ensure that your details are up to date at all times, we will not be liable for any loss occasioned by reason of Your failure to update Your details as required.
- 5.2 We reserve the right to request for further information from You pertaining to the opening of your Account on the Application at any time. Failure to provide such information within the time required by Us may result in Us declining or terminating your access to complete the Account opening process on the Application.

6 Communication

You consent to Us sending all notifications, notices, records, statements, communications, updates, records, and any other information regarding the Application provided to You (“**Correspondence and Communication**”) electronically. Where applicable, You will be responsible for any charges, costs or expenses incurred for sending any Correspondence and Communication to You.

7 Your Instructions

- 7.1 We will only accept written instructions from You. Your written instructions may be sent to us by hand, via a recognized courier service, by email (through your email address on our record) or any other means we may agree in writing in the future.
- 7.2 We will only accept instructions from your Representative only if (a) they were listed as your Authorised Signatory, on the Account Opening Form, at the point of opening Your Account with Bamboo; or (b) they are subsequently advised by You as Your representative in writing as long as satisfactory documentation to this effect has been provided by You and effectively approved by Us.
- 7.3 We will not process any unclear, incomplete, or ambiguous instructions sent to us.
- 7.4 Any instructions or document set via courier or email, or any other channel subsequently agreed between us are sent at your own risk, including risk of delay, non-receipt or third-party interception (the “**Risks**”). Whilst we will use that degree of care expected of a reasonable institution of our standing, in ensuring that our email channels are secure, you agree that the Risks may not be totally prevented. You hereby agree to indemnify and hold us harmless for any direct losses or damage by we may suffer as a result of Your sending instructions or documents by courier or email or us acting on any purported couriered or emailed instructions or documents sent from Your physical address or email address.

- 7.5 We will use our reasonable endeavors to ensure that we carry out your instructions within a period reasonable to the nature of the instruction and in accordance with our timing standards set out in the Form. However, there may be circumstances beyond our control which might lead to us not being able to adhere to our timing standards. We will promptly inform You where any such circumstance arises.
- 7.6 On receipt of the said funds for the Investment, the funds shall be invested on the same Business Day if received by Bamboo before 12:00 noon and the following Business Day, if received after 12:00 noon.
- 7.7 The timeframe for the investment of funds shall be subject to the internal activities of the relevant financial institution to deposit Your funds in the account provided by Bamboo.

8 Connectivity

You agree that You are responsible for the means You use to access your Account on the Application and understand that your hardware, software, the Internet, your telecommunications service provider, and other third parties involved in connecting You to your Account on the Application may not perform as intended or desired.

9 Availability of the Application

While We have put resources into building and testing the Application, glitches, slowdowns, and crashes may occur. We will also need to periodically restrict access to some parts of the Application to perform routine maintenance. We will try to schedule maintenance during the middle of the night. While it is our intention that the Application will be available seven days a week except when maintenance is scheduled (usually for weekends or any other day in the case of an emergency), You understand that We do not guarantee that You will always be able to access the Application.

10 Investment and Professional Advice

- 10.1 Nothing in this Application is intended to provide any investment advice by Us or any third party to acquire or dispose of any investment or security. Unless otherwise specified, you are solely responsible for determining whether any Investment, security or any other product or service, is appropriate or suitable for You based on your investment objectives, and personal and financial situation.
- 10.2 No advice or information, whether oral or written, obtained by You with respect to your Investments shall create any warranty not expressly stated in this Agreement. If You choose to rely on such information, You do so solely at your own risk.
- 10.3 Bamboo shall not be in breach of the T & C if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by You as a result of any total or partial failure, interruption or delay in performance of our duties and obligations occasioned by any act of God, war (declared or undeclared), compliance with government orders, demand or terrorism, fire, act of government, state, governmental or supranational body or regulatory authority or war, civil commotion, terrorism, failure of any internet or computer system, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.
- 10.4 Any financial projections or returns set out on the Application are estimated predictions of

performance only, are hypothetical, and not based on actual investment results and are not guarantees of future results. Estimated projections do not represent or guarantee the actual results of any transaction. Your reliance on the projections set out by Bamboo on the Application is at your own risk.

- 10.5 You understand that the legal and tax environment is continually changing, and that We cannot be held responsible for any changes to legislation which might influence your Investments or tax implications which did not exist at the time your Investment was made.

11. Eligibility Requirements

You are eligible to open an Account in respect of the Product on the Application if you meet the following requirements:

- 11.1 You are a corporate entity duly incorporated in Nigeria;
- 11.2 Complete the Account Opening Form attached;
- 11.3 A minimum of US\$10,000 is required;
- 11.4 You hereby covenant that all documents submitted to us in support of your Investment are correct and in the event that we discover that some or all of the documents submitted by You have been falsified or that vital information has been withheld by You, we reserve the right to terminate the service unilaterally without notice to You.

12 Fees and Charges

We reserve the right to apply fees to your Investments. These fees could either be one-off and/or on-going fees as set out in the Form. All such fees will be agreed upfront before consummation of any Investments.

13 Disclosures

You acknowledge that you are aware of the following:

- 13.1 There are risks associated with Investments under this Product.
- 13.2 The Investments are generally short-term investments.
- 13.3 Investments in foreign securities may involve various material risks which include, potential constraints on liquidity and the repatriation of funds, macroeconomic, political, foreign exchange, tax and settlement risks and potential limitation on the availability of market information.

14 Taxes and Payments

- 14.1 You acknowledge that You are aware that You are liable for all taxes payable by You to the relevant authorities.
- 14.2 Unless You are exempt and have provided us with a signed declaration form to this effect, Your Investments may be subject to dividend and interest withholding taxes, at their respective prescribed rates.

- 14.3 We will only accept deposit funds in one currency per transaction;
- 14.4 We will only accept deposits originating from You. The bank account must be in Your name. If funds are being remitted from an investment manager's bank account, the investment being transferred must be in Your name.
- 14.5 We will remit money into the Investor Bank Account provided by You in the Form.
- 14.6 You may provide a separate Remitting Bank Account in the Form. You are responsible for informing Bamboo in writing to make payment to the Investor Bank Account or the Remitting Bank Account ("the Accounts").
- 14.7 In the absence of any written instruction by You, Bamboo reserves the right to make payment to either of the Accounts, and you agree that Bamboo shall not be liable for making such payment.

15 Winding Up/Acquisition/Merger

- 15.1. On Wind Up, the funds held in Your Investments shall remain in the investment until they are paid in accordance with the Companies and Allied Matters Act, 2020 and other regulating laws relating to winding up procedure in Nigeria.
- 15.2 On Acquisition and Merger, the funds held in Your Investments shall be disbursed in accordance with the instructions of your Authorised Signatories;
- 15.3. Where Your Authorised Signatories are unable to act, the funds shall be disbursed in accordance with the Federal Competition and Consumer Protection Act (FCCP), 2019 and other regulating laws relating to mergers and acquisition procedures in Nigeria;
- 15.4. You acknowledge that Bamboo, under no circumstance, shall be held liable for handling the Funds held in Your Investment in accordance with the instructions of your Authorised Signatories or the relevant regulating law.

16 Compliance with Applicable Law

- 16.1 As a duly incorporated legal entity, we are committed to complying with applicable national and international law, rules and regulations and policies regarding the combating of criminal activities, money laundering and terrorist financing.
- 16.2 Your application to open an Account and all information concerning You are subject to verification, processing, screening and profiling against internal and external data sources. Bamboo may be obliged to decline Your application or may request additional documents such as financial statements and asset and liability statements if You fall in a certain risk category.
- 16.3 After acceptance of Your application, all information, instructions and transactions on your behalf will be subject to continuous screening and profiling which may prohibit, limit or delay the execution of Your instructions and which may oblige us to terminate our relationship with You.
- 16.4 To the extent allowed by applicable law, we will inform You of any prohibitions or limitations on your application, instructions or transactions.

- 16.5 We, our respective affiliates, employees, officers and directors will not be liable for any special, punitive, indirect or consequential losses or damages, including, without limitation, loss of profits or any anticipated savings.

17 Email Notifications.

- 17.1 You may receive email notifications from Us to You at any time, in relation to your Investments.
- 17.2 Should we not receive any notification within 30 (thirty) days of the email notification having been sent out to You, that the email notification relating to your Investments contains errors, or is not a true reflection of your Investment, then Bamboo shall be entitled to regard the content of the email notification relating to your Investment as being correct in every way.
- 17.3 The values shown on the email notifications relating to your Investment reflect the latest information available as at the date the email notification is sent to You.

18 Liabilities and Indemnities

- 18.1 You agree to bear the liability where supporting documents supplied by You to Bamboo are not correct.
- 18.2 You agree to indemnify Bamboo in the event of any lawsuit, claim or sanction that may arise from the T & C by reason of any information You supplied to Bamboo.
- 18.3 You agree to fully indemnify Bamboo in the event of any lawsuit, claim or regulatory sanctions that may arise, where it is discovered that the source of funds deposited with Bamboo is from a third party, and not You.
- 18.4 You agree that the liability of Bamboo, at all times, shall not extend beyond the amount deposited by You for the purposes of Investment.
- 18.5 You agree that neither Bamboo nor its directors, employees, agents, advisors or consultants (each an “**Indemnified Party**”) will be liable for any loss you (or any person claiming through you) might suffer in connection with the T & C or your Investment, except to the extent that such loss resulted from such Indemnified Party's gross negligence or willful misconduct as determined in a final, non-appealable judgement of a court of competent jurisdiction. Any such claim will be limited to reasonably foreseeable losses arising directly from Bamboo's actions undertaken in connection with your Investment, and will not include lost profits or indirect or consequential or punitive damages.
- 18.6 You also agree to indemnify and hold harmless each Indemnified Party against any loss, claim, damage or liability (“**Loss**”) to which such Indemnified Party may become subject in connection with or arising from the Indemnified Party's activities as contemplated under the T & C, in connection with your Investment, and to reimburse such Indemnified Party for all expenses, including any legal expenses, incurred by such Indemnified Party in connection therewith or with the investigation or defense thereof; provided, however, that You shall not be liable in respect of any Loss to the extent that such Loss resulted from our breach of the T & C caused by such Indemnified Party's gross negligence or willful misconduct as

determined in a final, non-appealable judgment in a court of competent jurisdiction.

19 Representations and Warranties

You hereby represent and warrant that:

- 19.1 You have read and understood the T&C;
- 19.2 You are a corporate organization, duly incorporated in accordance with the laws of Nigeria;
- 19.3 Your Company Details and any other information given to Us is true, accurate, authentic, current and complete;
- 19.4 You grant to Us the right to use your Company Details, Financial Information, and the Personal Data of your Authorised Signatories in accordance with the T&C;
- 19.5 You agree to comply with and be bound by the T&C governing your use of the Account;
- 19.6 You affirm that the T&C are without prejudice to any other right that We may have with respect to your use of the Account under the laws of Federal Republic of Nigeria or otherwise;
- 19.7 Please note that we are obligated to report all forms of financial crimes including suspicions of money laundering and financing of terrorism to the relevant regulatory authorities. Any such disclosure by us will not constitute a breach of the confidentiality obligations which arise by virtue of our relationship with You.
- 19.8 You shall not assign or transfer your rights under the T&C to anyone else, without our approval in writing;
- 19.9 You are responsible for safeguarding your Bamboo log-in credentials such as username and password which enable your access to the Application. You must immediately notify your Bamboo representative if your log-in credentials are compromised. Bamboo has no liability for any loss, claim, or other damages that result from unreported, unauthorized use of your login credentials. You agree to cooperate with Bamboo in any investigation and agree to take corrective measures to protect your accounts from further fraudulent activity.

20 Disclaimer of Warranties

- 20.1 Bamboo shall not be responsible for any loss suffered by you should the Application be interfered with or be unavailable by reason of the failure of your Mobile phone or any other electronic device used in accessing the Services, or any other circumstances whatsoever not within Bamboo's control including, without limitation, Force Majeure or error, interruption, delay or non-availability of the System or Network, terrorist or any enemy action, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- 20.2 YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF BAMBOO GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY

INFORMATION ON THE APPLICATION. WE DO NOT WARRANT THAT THE APPLICATION WILL MEET YOUR NEEDS OR EXPECTATIONS, OR BE UNINTERRUPTED, SECURE OR ERROR FREE. WE HAVE NO RESPONSIBILITY FOR ANY DAMAGE THAT MAY BE CAUSED TO YOU AS A RESULT OF USING THE APPLICATION.

21. Termination

- 21.1 This agreement remains in force until the maturity of your Investment. You will be informed prior to the maturity date for steps to be taken at maturity.
- 21.2 Bamboo upon a written notice of 30 (thirty) days can terminate the Investment and close your Account in the event that continuing the Investment becomes illegal and/or does not conform to regulatory requirements.
- 21.3 Without prejudice, Bamboo upon written notice of 30 (thirty) days can terminate the Investment and your Investment will be at principal and accrued interest less any charges to You. You agree to indemnify Bamboo for any loss or administrative cost that may be incurred.
- 21.4 We will fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of anyone posting, publishing, or otherwise making available any User information, emails, or other materials that are believed to violate the T&C.

22. Confidentiality

We acknowledge that all information relating to Your Account is confidential and shall ensure that no documentation or their contents, shall without Your prior written consent be disclosed to any person except:

- 22.1 as required by applicable law or by any applicable governmental or regulatory authority or by any applicable stock exchange regulation;
- 22.2 to our employees who strictly need to know for the purposes of facilitating the administration of Your Account, who have been made aware of and agree to be bound by the obligations under this
- 22.3 paragraph or are in any event subject to confidentiality obligations as a matter of law or professional practice; documents which are or become public knowledge through no breach of the obligations of confidentiality; or information which was known to the receiving party prior to disclosure in terms hereof.

23 Third Party Service Provider(s)

In order for You to conveniently use the Application, We may utilise the service of third-party service provider(s). Please be aware that Bamboo is neither responsible for the services provided by third party service providers nor are We responsible for the privacy policy or practices of third-party service provider(s). PLEASE NOTE that where You do not accept the terms and conditions of a third-party service provider(s), DO NOT ACCEPT the T&C. We will ensure that any change, variation, or amendments to the terms and conditions of a third-party service provider(s) is promptly communicated to You.

24. Transmission of Personal Information

Your use of the Application will involve the transmission of your Personal Information to third party service provider(s). In view of your right to provide consent for the transmission of your personal information, You consent to the transmission of such information through the Application and represent that such consent shall be effective each time You use the Application. You hereby agree that We reserve the right to request for further information from You pertaining to your access or use of the Application.

The transmission, use and/or analysis of your personal data or information shall be processed by Us in accordance with the Nigeria Data Protection Regulation 2019 as may be amended from time to time and any other data protection regulation in force.

25 Third Party Service Provider(s) Disclaimer

You agree that the T&C governs only the Application provided by Bamboo and not any service(s) provided by third party service provider(s). You agree that Bamboo's decision to use the service of third-party service provider(s) is not an endorsement of the content or services provided by third party service provider(s). By using the Application, You agree to use the services of third-party service provider(s) at your own risk. You agree that We do not control third party service provider(s) and that there is no agency relationship between Us and third-party service provider(s). We expressly disclaim any responsibility for any service or information provided by third party service provider(s), and You agree to hold Us free from any liability that may arise from service(s) provided by third party service provider(s). Bamboo does not guarantee the accuracy, reliability, completeness, or usefulness of any service(s) provided by third party service provider(s). We do not guarantee that the services provided by third party service provider(s) will be secured, uninterrupted or free from errors. We have no responsibility for any damage that may be caused to You because of using the services of third-party service provider(s). You agree that any claim, controversy, complaint, or dispute arising out of or in connection with the service(s) of a third-party service provider shall be resolved in accordance with the terms and conditions of such third-party service provider.

26 Assignment

We may, on notice to You, cede, assign, transfer and delegate any of our rights and obligations under the T & C to another entity or person without requiring your consent. You agree that Bamboo is not liable to provide such notice to you.

You may not cede, assign, transfer and or/delegate any of your rights and obligations under the T & C to another person without our prior written consent.

27 Governing Law and Dispute Resolution

This T & C will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. You hereby irrevocably agree that all disputes arising from or in connection with this T & C shall be submitted to Mediation in accordance with the rules of the Lagos Multi-Door Court House. The mediation shall be conducted in English language and the decision of the Mediator shall be final and binding on both parties.

28 Severability

If any provision of the T & C shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent that it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent, that it is illegal, invalid or unenforceable, be deemed not to form part of this T & C and the legality, validity and enforceability of the remainder of the T & C shall, subject to any deletion or modification made under this paragraph, not be affected.

29 Survival

The obligations under the sections of the T &C dealing with indemnities, confidentiality, limitation of liability, governing law and dispute resolution will remain in effect and will survive the termination of the relationship between the parties.

30 Contact Us

Should you have any questions, please contact us at fixed@investbamboo.com

YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE TERMS AND CONDITIONS. BY PROCEEDING TO OPEN THE ACCOUNT, YOU INDICATE THAT YOU UNCONDITIONALLY ACCEPT THESE TERMS AND AGREE TO ABIDE BY THEM

