



Farming Project Service Agreement

Between

Investor also hereinafter referred to as the “Client”

And

“Farm4Me”, also referred to as “Farm4Me Agriculture Limited” or “the Farm Manager”

Address: Suite 36A, Anon Plaza, Gudu, Abuja, Nigeria.

Both hereinafter referred to as “parties” or individually referred to as “party” to this agreement.

This Farming Project Service Agreement made this date (refers to the date this contract was created) but the date when investment capital is received from Client and confirmed by the Farm Manager shall be the start date (“Effective Date”) in determining the duration of the farm project.

1. PREAMBLE

This Farming Project Service Agreement contains the rights, obligations, covenants, warranties, liabilities and responsibilities of the parties involved. It also ensures seamless sharing of responsibilities for the farming project and documents the common understanding of the parties. Farm4Me's liability to the Client only covers **the actual invested capital** for the farming project and does not include any other losses with this farming project and therefore guarantees that it will repay the Client only to the amount of invested capital regardless of the outcome of the farming project at the end of the farming period as stipulated in this agreement. The farming projects and investment details currently on offer by Farm4Me are as shown in table titled "Projected Farm Yield" in clause 13 of this agreement.

2. BACKGROUND

Farme4Me, a Farm4Me Agriculture Limited Company, is the No. 1 Agritech Company in Nigeria. We rank number one on Google for Agritech Company in Nigeria and Farm Equipment Rental Service in Nigeria. We are duly registered with the Corporate Affairs Commission with RC: 3023887 under the laws of the Federal Republic of Nigeria.

Farm4Me helps farmers to make profit greatly from agriculture in Nigeria. The company is into digital farm management, farm equipment procurement and rentals, commodity trading and agribusiness consultancy. We have over 254, 000 Hectares of farmland available for farming, 23, 563 jobs for youth and women, 52, 345 registered farmers and 5,324 farming cooperatives. We partner with Federal and State Ministry of Agriculture, State Governments, Farming Cooperatives Aggregators, Farming Cooperatives, Agro-Based NGOs, and Smallholder Farmers in Nigeria. Our farms are located across different locations in Nigeria. The social impact of your investment in agriculture will create jobs for vulnerable youths and women, and reduce hunger and poverty.

3. AGREEMENT OBJECTIVE

Farm4Me shall provide the services for the benefit of the Client in terms of the deliverables agreed and stipulated in this Agreement. The parties agree to abide by and be bound by the terms and conditions of this Agreement in the course of achieving the said objectives and responsibilities laid out in clause 6.0 of this agreement.

4. RELATIONSHIP OF THE PARTIES

Neither Party is, nor represents itself to be an agent, employee, partner or joint venture of the other Party. Neither Party shall, unless otherwise specified in this Agreement or in a writing signed by both Parties, make promises, representations or warranties that incur any liability for or on behalf of the other Party. The relationship of the Parties is non-exclusive unless otherwise specifically agreed to in writing by the Parties.

5. DURATION

This Farming Project Service Agreement shall be for a period of six (6) consecutive months commencing from the **Effective Date** of commencement of the farming project by both parties and may be renewed or proceeds rolled over by parties upon the same terms as contained herein or upon such terms and conditions as the parties may agree in writing unless terminated.

6. OBJECTIVES AND RESPONSIBILITIES

The Partners are responsible for the below:

6.1 Farm4Me shall:

- (a) **Undertake Land Leasing or Negotiation** – commit to secure a suitable farmland for the Client, discuss, negotiate, and agree on the best cost of leasing or using the land as agreed by our Client.
- (b) **Land Preparation** – undertake land clearing and tilling to enable cultivation of the agreed crop on behalf of our Client.
- (c) **Planting** - plant the agreed crop or crops on the prepared land using equipment or human input where necessary and utilizing high-yield seeds or seedlings procured from professional farm inputs organizations.
- (d) **Weed and Pest Management** – deploy herbicides and pesticides, as the need arises, to keep the crop healthy and ready for high yield. Farm4Me shall also use reasonable endeavors to secure farmland and prevent avoidable damage from rodents, human Intruders and other sources of incursion that could potentially reduce or impact the crop yields from the farm.
- (e) **Fertilizer Application** – apply organic fertilizer to boost and increase the crop yield.
- (f) **Insurance** – take appropriate insurance cover for the entire farming process and operations, to mitigate against any risks and perils. All our farms are insured by Leadway Assurance Company Limited. Farm Manager also commits to promptly paying insurance premium to the said insurance company with the Farm Manager's name as the first loss payee and sum assured to be a minimum of Client's principal or capital investment.
- (g) **Reporting Farming Operations** – commit to send a comprehensive report to Client of the progress and performance of Client's farm or farms with sufficient narrative, numbers, charts, photos (aerial and terrestrial) and video contents included to reflect the actual state of affairs on ground at the farm at the time of the report. Farm4Me also commits to responding to Client within 2-3 business days on any questions, queries or request for clarifications on any matter related to the Client's farm operations and investments.
- (h) **Harvest** - deploy tools and humans to harvest the farm produce for the Client.

- (i) **Package and Transport** - package and transport the farm produce to our storage facility awaiting order from the Clients to sell them (produce) or transport them (produce) to any specified address or location, within Nigeria, for the Client who bears the total cost of transportation.
- (j) **Selling to Off-Takers** - with the consent of the Client, sell the farm produce to Off-Takers after securing a fair market price for the crops following negotiations in good faith and at arms-length for the Client's benefit and credit the proceeds (invested capital plus profit) to the Client's account.
- (k) **Due Diligence** – commit to cooperating, as may be necessary and appropriate within the framework of this Agreement or relationship, with Client or its authorized Representatives to conduct corporate, legal and other forms of due diligence on the Farm Manager, its parent company and ultimate beneficiaries to assure the Client of the going concern status of Farm4Me in addition to confirming compliance with applicable statutory and regulatory approvals, licensing and guidelines underpinning its own business operations and the agricultural investment opportunities offered to Client.

6.2 Client shall:

- (a) **Client Investment** – select the initial investment options from the lists contained in Table “Projected Farm Yield” in clause 13 of this Agreement. The Client may elect to re-invest or add to a running investment within the term or validity of this Agreement. Client shall fund the selected farms within ten (10) business days of executing this Agreement after satisfactory due diligence as required in clause 6.1(k).
- (b) **Finance** - shall provide the finance for the farming project subscribed to in clause 6.2(a).
- (c) **Farm Visit** - have the rights, but not the obligation, to visit the farm at their convenience on a prior notice to Farm4Me.
- (d) **Provide Bank Details** - provide bank account details for onward remittal after sales of farm produce, termination of investment or end of farming cycle (6 months).
- (e) **Provide Feedback** – may elect to provide feedback on the periodic or monthly farm performance reports issued by the Farm Manager or how the farm is being managed or the general operations and business model inherent in the investment opportunities being offered.

7. NOTICES/CORRESPONDENCES

Any notice or other communication or correspondence to be given under this Agreement shall be delivered personally or sent by courier, electronic mail with phone calls or SMS (use only for follow ups). The contact information for service of the Parties hereto shall be:

Name of Farm Manager: Farm4Me (Farm4Me Agriculture Limited)

Address: 36A, Anon Plaza, Gudu, Abuja, Nigeria.

Email: info@farm4me.com.ng

Phone Number: +2348064806168; +2349068681808;

We will refer to your contact details with us.

8. FORBEARANCE

Any failure by either party to insist upon strict compliance with any provision of this Agreement shall not constitute a waiver thereof for the future and all provisions herein shall remain in full force and effect.

9. AMENDMENT

This Agreement may not be amended, except by an instruction in writing, executed by both parties.

10. DISPUTE RESOLUTION

- 10.1. The Parties shall use their best endeavors to settle any dispute or difference of opinion between them, arising from or in connection with the provisions of this Agreement amicably through mutual discussion.
- 10.2. It is agreed that, in the event of a dispute arising between the Client and Farm4me, both Parties will first try to resolve that dispute by way of negotiation.
- 10.3. If the parties are unable to resolve any dispute through mutual discussion and/or by appointed mediator, the dispute or difference of opinion such shall be referred to negotiation and mediation conducted by their legal representatives failing which the Parties may be free to enforce their rights in the relevant courts or commercial arbitration process.

11. CONFIDENTIALITY

The Parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any Regulatory Authority, any auditor of the parties hereto, or by judicial or administrative process or otherwise by Applicable Law.

12. GOVERNING LAW

This Agreement shall in all respect be governed by, construed and enforced in accordance with the laws of the Federal Republic of Nigeria and the jurisdiction of its courts, including all matters of validity and performance.

13. PROJECTED FARM YIELD

S/N	CROP	LAND SIZE	DURATION	SEASON	COST OF PRODUCTION	ESTIMATED YIELD (100KG BAG)	MARKET PRICES	TOTAL SALES	ESTIMATED PROFIT
1	SESAME SEEDS	1HECTARE	6 MONTHS	WET/DRY	278075	12	33000	396000	117925
2	SOYA BEANS	1HECTARE	6 MONTHS	WET/DRY	238350	25	15000	375000	136650
3	PADDY RICE	1HECTARE	6 MONTHS	WET/DRY	312125	30	15000	450000	137875
4	SORGHUM	1HECTARE	6 MONTHS	WET	244025	20	20000	400000	155975
5	MAIZE	1HECTARE	6 MONTHS	WET/DRY	227000	30	10000	300000	73000
6	MELON (EGUSI)	1HECTARE	6 MONTHS	WET/DRY	312125	12	45000	540000	227875

