

## THIS WAKALAH (INVESTMENT AGENCY) AGREEMENT

(this "Agreement") made this ..... day of March 20.....

**TrustBanc Arthur, a Shariah-compliant Division of TrustBanc Asset Management Ltd** registered with the Securities and Exchange Commission of Nigeria with office at 163B Sinari Daranijo Street, Victoria Island, Lagos (hereinafter referred to as "**INVESTMENT AGENT**" or "**MANAGER**", which expression shall where the context otherwise admits, include its permitted assigns and representatives) on the one part.

### AND

\_\_\_\_\_ is a company registered under the Laws of the Federal Republic of Nigeria with office at \_\_\_\_\_ (hereinafter referred to as "**DEPOSITOR**" or "**PRINCIPAL**", which expression shall where the context otherwise admits, include its permitted assigns and **representatives**) of the **other part**

Each a "**Party**" and together the "**Parties**".

1. The Depositor agrees to invest capital in the sum of **N** \_\_\_\_\_ (\_\_\_\_\_ Naira) (herein referred to as "**CAPITAL**") for the purpose of Shariah Compliant Investments.
2. The Investment Agent/Manager is a Fund Manager specialized in Shariah Compliant and Ethical Investments.
3. To manage the investment above, the Depositor, as Principal hereby **APPOINTS** the Manager as its Investment Agent for the purpose of accepting the capital in the Agents business and investing the capital in Shariah compliant investments.
4. The Depositor agrees that the Capital shall be utilized by the Investment Agent /Manager for a **Tenure** of \_\_\_\_\_ **Days**.

5. As payment for the Agency Service, the Depositor agrees that the Manager is entitled to \_\_\_\_% of the Capital (herein referred to as '**SERVICE FEE**') as payment for its Agency services Annually.
6. Parties agree that the Agent shall strive to attain an expected profit margin/return on capital of \_\_\_\_% per annum (herein referred to as 'the target'). Parties Agree that any profit attained above the \_\_\_\_% projection shall not be disclosed by the Manager and shall be retained by the Manager as reward for meeting the expected target.
7. Parties Agree that where the Manager meets the Target exactly or less than the target, the Manager shall not be entitled to any reward save the SERVICE FEE. and nothing more.
8. Parties agree that Profits (including the target or less), if earned, is payable **BI-ANNUALLY/ANNUALLY or as agreed** by the Manager to the Depositor.
9. The Depositor agrees that the Manager shall exercise its expert discretion in utilizing the capital for Shariah compliant investments based on Wakalah (Agency). Under a Wakalah, the Manager acts as an Agent while the depositor is the Principal.
10. Under a Wakalah, the Depositor bears the loss in the investment; unless where the Manager is negligent or mismanages funds in which case, the Manager bears the loss. Wakalah is an Agency Contract and not a Profit and Loss Sharing Partnership.
11. The Manager may allocate some profit from the investment to a reserve account. In the event the depositor terminates the deposit without receiving any distribution from the reserves, the depositor agrees to grant his/her share in any such reserve to future depositors.
12. For the Wakalah investment accounts:
  - (a) if upon maturity, the depositor(s) Elects not to withdraw the deposits together with the profit (if any), this agreement will be deemed to be renewed for similar Tenor. Each renewal will be deemed to be a new agreement on similar terms and conditions is this agreement.
  - (b) In case of early termination of the Wakala before the end of the initially agreed tenure of \_\_\_\_\_ days, the Agent has the right to decline the payment of any profit from the investment.

(c) Depending on the performance of the Wakalah Agency investment, early termination may result in a risk to capital. In this situation, the investor shall lose not more than 10 percent of expected profit for the investment period.

### WAKALAH SUMMARY

Depositor Name	Capital	Tenure	Account Details for Capital/Profit Payment	Commencement Date of Agency Investment

***N.B. The Depositor Acknowledges that this is a Shariah Compliant Agency Agreement and Investment carried out by the Manager can lead to partial or total loss in Capital.***



163B Sinari Daranijo St, Victoria Island, Lagos. Phone +234 1 4536730

**IN WITNESS OF WHICH** the parties have executed this **Wakalah (Investment Agency) Agreement** in the manner below the day and year first above written.

**FOR AND ON BEHALF OF TRUSTBANC ARTHUR**

.....

**Authorized Signatory/Date**

.....

**Authorized Signatory/Date**

**FOR AND ON BEHALF OF \_\_\_\_\_ (INVESTOR/PRINCIPAL)**

.....

**Authorized Signatory/Date**

.....

**Authorized Signatory/Date**

**1<sup>st</sup> WITNESS:**

**2<sup>nd</sup> WITNESS**

Name:

Name:

Signature:

Signature:

Date:

Date: