

BLUDORS PAINTS LIMITED RC:1937153

**MEMORANDUM OF UNDERSTANDING (MOU)
(Private Investment Arrangement)**

This Memorandum of Understanding (“MOU”) is made this ____ day of _____ 2026.

BETWEEN

BLUDORS PAINTS LIMITED, a company duly incorporated under the laws of the Federal Republic of Nigeria,
(hereinafter referred to as “the Company”)

AND

....., of,
.....(hereinafter referred to as “the Investor”).

1. PURPOSE

This MOU sets out the terms under which the Investor shall provide investment capital to the Company for business operations, and the Company shall repay the capital with an agreed fixed return after twelve (12) months which could also be rolled over, if the investor wishes (Shedule B).

2. INVESTMENT AMOUNT

The Investor agrees to invest the sum of

3. TENURE

The investment shall run for twelve (12) months from the date funds are received.

4. RETURN ON INVESTMENT (ROI)

The Company shall pay a fixed return of twenty five percent (25%) on the invested amount at maturity. Total repayment therefore, shall be.....

5. REPAYMENT STRUCTURE

Repayment shall be by bullet repayment at maturity (Schedule A) or Schedule B (Roll over option). Both schedules shall be at maturity.

6. USE OF FUNDS

Funds shall be used as working capital, raw material procurement, production, and general business operations and expansion.

7. NATURE OF INVESTMENT

This investment is not equity, does not confer ownership or management rights and does not constitute a partnership or joint venture. It only offers an opportunity for a good return on investment.

8. EARLY WITHDRAWAL

Early withdrawal is not permitted. Any exception, as a matter of emergency shall require 90 days written notice, less 10% of invested sum, upon withdrawal.

9. SECURITY

The company shall issue post-dated cheques covering the amount due, or a corporate guarantee if agreed.

10. FORCE MAJEURE

Neither party shall be liable for failure due to events beyond reasonable control. Force majeure in the context of this agreement includes:

- i. Acts of God; Any form of Natural Disaster, Pandemic, Epidemic & Fire Outbreaks
- ii. Civil Disturbances; Wars, Civil unrest, Terrorist acts or threats that could lead to business sabotage.

iii. Labour & Industrial Disruptions or restrictions; Prolonged Strikes or Lockouts, Industrial disputes not caused by either party, Shortage of materials or supply chain disruption arising from government import or export regulations and other circumstance that may cause delay in performance

11. CONFIDENTIALITY

All information here-in shall remain confidential unless required by law.

12. PRIVILEGES

In the course of this agreement, investors are entitled to 20% discount on all Bludors products.

13. GOVERNING LAW & DISPUTE RESOLUTION

This MOU shall be governed by the laws of the Federal Republic of Nigeria. Disputes shall be resolved by arbitration under the Arbitration and Mediation Act, 2023.

14. BINDING EFFECT

This MOU becomes binding upon execution and receipt of funds.

SIGNED

For **BLUDORS PAINTS LIMITED**

Name: _____

Designation: _____

Signature: _____

Date: _____

For the Investor

Name: _____

Signature: _____

Date: _____

Thick appropriately:

Schedule A

Schedule B

Next of Kin

Name:

Address:

Relationship:

Phone Number:

NIN:

INVESTOR'S ACCOUNT DETAILS:

Account Number:

Bank Name:

Account Name:

COMPANY ACCOUNT DETAILS: BLUDORS PAINT LIMITED

KEYSTONE BANK

1013001787