



Farming Project Service Agreement

Between

“Your Full Name.....”

also hereinafter referred to as the “Client”

Address:

And

“Lucky Four Agribusiness”, also referred to as “the Farm Manager”

Address: Janbulo, First gate, Kabuga Housing Estate, Kano, Nigeria.

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

This Farming Project Service Agreement made on the date when investment capital is received from Client and confirmed by the Farm Manager (“Effective Date”). This will determine 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. Lucky Four'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 the insurance policy will cover the amount of invested capital in the event of any damages covered by the insurance scheme. The farming projects and investment details currently on offer by Lucky Four are as shown in table titled "Projected Farm Yield" in clause 13 of this agreement.

2. BACKGROUND

Lucky Four Agribusiness is an Agritech Company in Nigeria. We are duly registered with the Corporate Affairs Commission with **BN: 3459567** under the laws of the Federal Republic of Nigeria.

Lucky Four helps farmers to make profit greatly from agriculture in Nigeria. The company is into digital farm management, commodity trading and agribusiness consultancy. We partner with 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

Lucky Four 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 eight (8) 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 Parties are responsible for the below:

6.1 Lucky Four shall:

- (a) **Undertake Land Leasing or Negotiation** – commit to engage farmers who own a suitable farmland. Discuss, negotiate, and agree on the best cost of leasing or using the land.
- (b) **Land Preparation** – Ensure that farmers perform land clearing and tilling to enable cultivation of the agreed crop on behalf of our client.
- (c) **Planting** – Ensure that the farmers 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** – Ensure that farmers deploy herbicides and pesticides, as the need arises, to keep the crop healthy and ready for high yield.
- (e) **Fertilizer Application** – Ensure that farmers 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 Jaiz Takaful Insurance 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** - Commits to respond to Client within reasonable time of business days on any questions, queries or request for clarifications on any matter related to the Client's farm operations and investments.
- (h) **Harvest** – Ensure that farmers deploy tools and humans to harvest the farm produce.
- (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, and ultimate beneficiaries to assure the Client of the going concern status of Lucky Four 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 after the expiration of the investment tenure.

(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 Lucky Four.

(d) **Provide Bank Details** – receive investment capital and ROI into his or wallet at the end of the duration of the farming project.

(e) **Provide Feedback** – may elect to provide feedback on 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: Lucky Four

Address: Janbulo, First Gate, Kabuga Housing Estate, Kano, Nigeria.

Email: info@luckyfour.ng, luckyfourng@gmail.com

Phone Number: +2348099966608; +2349131966666;

Client Name:

Email:

Phone Number:

Contact Address:

Crop and Number of Hectares:

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 Lucky Four, 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	% ROI	TOTAL PAYOUT
1	PADDY RICE	1HECTARE	8MONTHS	WET	248278	22	17000	374000	75433	30.38	323711
2	SORGHUM	1HECTARE	8MONTHS	WET	244025	18	20000	360000	69585	28.52	313610
3	SESAME SEEDS	1HECTARE	8MONTHS	WET	274670	11	32500	357500	82830	30.16	357500
4	SOYA BEANS	1HECTARE	8MONTHS	WET	234945	19	16000	304000	69055	29.39	304000
5	MAIZE	1HECTARE	8MONTHS	WET	199353	15	20000	300000	60388	30.29	259741

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives:

Signed by and on behalf of the Client

Signed for and on behalf of

Lucky Four Agribusiness

Authorized Signatory:

Authorized Signatory:

Name:

Name: Abubakar S. Ali

Signature:


