CAPSA TECHNOLOGY LIMITED BILL OF SALE:INVOICE NUMBER [983638920]

IN CONSIDERATION for the SALE PRICE, Midas Touche a company incorporated in accordance with the laws of the Federal Republic of Nigeria, with RC number 1311934 and whose registered office is at [](the "Vendor"), agrees to sell to Kamesk, a company incorporated in accordance with the laws of the Federal Republic of Nigeria, with RC number 814945 and whose registered office is at [](the "Seller"), the Seller agrees to SELL AND DELIVER to the Buyer the Invoice together with the legal and beneficial interest in an over the receivables subject always to the terms and conditions of the Capsa Platform.

1. SALE PRICE

The Seller acknowledges receipt of the Purchase Price in full payment for the Invoice.

2. SALE OF INVOICE

The Seller will sell and deliver to the Buyer Invoice Number **983638920**: the sale of which assigns to the Buyer, full legal and beneficial interest in the invoice subject always to the terms and conditions of the [CAPSA Platform]

INVOICE NUMBER	983638920
PURCHASE	870000
	870000
PRICE	
ANCHOR/OBLIG	Stanbic IBTC Bank Plc
OR	
NET VALUE	792405
MATURITY	2020-12-16 00:00:00.000
DATE	
INSURANCE	
POLICY	
NUMBER	
(where	
applicable)	
applicable)	

3. WARRANTIES

Accepted By: CHUKWUKA NWAGBARA

Accepted At: Wed Nov 18 2020

Accepted By: OSANUA NWAGBARA

Accepted At: Wed Nov 18 2020

- 3.1. The Seller hereby warrants to the Buyer as follows that:
 - 3.1.1. the Invoice is free of any liens and encumbrances and the Seller is the legal owner of the Invoice;
 - 3.1.2. the Vendor has the full right and authority to sell the Invoice; and
 - 3.1.3. the Vendor will defend and be held fully responsible for all claims and demands, which arises prior to the sale date, with respect to the Invoice if any.
- 3.2. The conditions of sale detailed in the Capsa Terms and Conditions are deemed restated here for the benefit of the Parties as if each reference in those terms are referenced specifically in this Bill of Sale.

This Bill of Sale will be construed in accordance with and governed by the laws of the Federal Republic of Nigeria.

SIGNED by the Vendor

CHUKWUKA NWAGBARA

SIGNED by the Buyer

OSANUA NWAGBARA

Accepted By: CHUKWUKA NWAGBARA

Accepted At: Wed Nov 18 2020

Accepted By: OSANUA NWAGBARA

Accepted At: Wed Nov 18 2020