

**CAPSA TECHNOLOGY LIMITED**  
**BILL OF SALE:INVOICE NUMBER [RESWER]**

**IN CONSIDERATION** for the **SALE PRICE**, **Labaru Chuks & Labaru Chuks Limited** a company incorporated in accordance with the laws of the Federal Republic of Nigeria, with RC number LABARU CHUKS LTD and whose registered office is at Lagos, Ikoyi, Lagos (the **“Vendor”**), agrees to sell to **Olawuni Oladayo**, a company incorporated in accordance with the laws of the Federal Republic of Nigeria, with RC number and whose registered office is at Mulliner Street, Ibadan, Oyo (the **“Buyer”**).

The Vendor agrees to **SELL AND DELIVER** to the Buyer the Invoice together with the legal and beneficial interest in and over the.

**1. SALE PRICE**

Subject to Clause 11.3 of the [Terms](#), the Vendor acknowledges the Buyer's payment of the Sale Price in full payment for the Invoice Value.

**2. SALE OF INVOICE**

The Vendor will sell and deliver to the Buyer Invoice Number **RESWER**: 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.

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|----------------------------|----------------------|
| <b>INVOICE<br/>NUMBER</b>  | <b>RESWER</b>        |
| <b>PURCHASE<br/>PRICE</b>  | <b># 750,000</b>     |
| <b>ANCHOR/OBLIG<br/>OR</b> | <b>Normal Anchor</b> |
| <b>NET VALUE</b>           | <b># 763,500</b>     |

**Accepted By:** AREMU S

**Accepted At:** Thu May 23 2024

**Accepted By:**

**Accepted At:** Fri May 24 2024

|                                                                             |                   |
|-----------------------------------------------------------------------------|-------------------|
| <b>MATURITY<br/>DATE</b>                                                    | <b>22-06-2024</b> |
| <b>INSURANCE<br/>POLICY<br/>NUMBER</b><br><br><b>(where<br/>applicable)</b> |                   |

### 3. VENDOR'S REPRESENTATIONS

- 3.1 The Vendor represents that the Invoice is genuine and accurate
- 3.2 The Vendor represents that the services described in the Invoice were provided to the Anchor as specified and meet the agreed-upon standards of quality and completeness.
- 3.3 The Vendor represents that it has full legal rights, title, and ownership of the Invoice being sold, and that there are no liens, encumbrances, or claims against the Invoice that would prevent its transfer to the Buyer.
- 3.4 The Vendor represents that there are no disputes, claims, or counterclaims pending or threatened between the Vendor and the Anchor related to the services provided or the invoice being sold.
- 3.5 The Vendor represents that, to the best of its knowledge, the Invoice is collectible in the ordinary course of business and that there are no known reasons why the Anchor would not pay the invoice at its maturity date.
- 3.6 The Vendor represents that the services provided and the invoice being sold comply with all applicable laws, regulations, and contractual obligations.
- 3.7 The vendor represents that it has disclosed all material information relevant to the invoice being sold, including any known defects, disputes, or uncertainties.

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

AREMU S

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**Accepted At:** Thu May 23 2024

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**SIGNED** by the Buyer

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