

MEMBERSHIP AGREEMENT

TERMS & CONDITIONS

1. Definitions and Interpretation

1.1. In the Membership Agreement the following capitalized words and expressions have the following meanings:

Expert Network Service means the networking service provided via the Website.

Intellectual Property Rights means all patents, unpatented inventions, registered and unregistered.

Materials means any and all documents, reports, spreadsheets, data, information and/or other materials made available via or by means of the Membership Services.

Membership Agreement means this agreement which consists of these Standard Terms and Conditions.

Membership Fees means the membership fees specified in the membership document except if specifically varied upon the execution of this agreement.

Membership Period means the period specified in the Membership Document during which the Membership Services will be made available to the Member.

Membership Services means the Website and such further services such as the Advisory Service as specified in the Membership Document.

Membership Start Date means the date in which the Membership Services commences, as specified in the Membership Document

Permitted Users means those individuals nominated by the Members to access the Membership Services under this Membership Agreement, who will at all times be the Member's employees or officers.

Impact enterprises as defined by the COVID-19 Impact Consortium (CIC) are companies, which pursue commercial as well as social impact objectives, including inclusive businesses and social enterprises.

Proprietary Rights shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

1.2. In this Membership Agreement the terms included will be construed as illustrative, without limiting the sense or scope of the words preceding them.

2. MEMBERSHIP CATEGORY

The Members are divided into 4 Categories, they are:

- Corporate/Institutional
- Small Enterprise

- Sponsor
- Observer

➤ **Corporate/Institutional** is further divided into three sub categories

Category A {Pension fund managers, wealth managers, financial services firms, VC/PE firms and Oil companies with \$100m AUM Family offices, and foundations }

Category B {International donor agencies, service providers (legal, accounting, consulting), wealth managers and VC/PE firms with <\$100m AUM}

Category C {Media and educational institutions}

- **Small Enterprise** {Micro, small and medium enterprises (MSMEs) Impact enterprises*, Social innovators, Angel Investors, NGOs providing solutions in the healthcare, education and agricultural sectors with gender and climate/sustainability considerations}
- **Sponsor** { Corporate, Organisations; DFIs/ Bi-lateral; multilateral; Development partners}
- **Observer** { Government/Government agencies/Regulators}

3. MEMBERSHIP ELIGIBILITY

The criteria for selection will be based on prospective members' skills, experience, network and influence in access to governments, policy advocacy, fund-raising, development partners, impact investment, financial services, institutional investment, management advisory services, service delivery, governance and strategy implementation.

4. MEMBERSHIP SERVICES

Subject to fulfilling all preliminary requirements as to being a member, NABII will provide professional membership services during the period of membership.

5. MEMBERSHIP FEES

5.1. Membership fees vary and must be made payable in full depending on which membership category its member subscribes to.

	MEMBERS CATEGORY	FEES

1.	Corporate/institutional- Category A Category B Category C	N1M N500K N250K N125K Project Sponsorship/Donation ><\$100,000 N/A
2.	Small Enterprise –	
3.	Sponsor	
4.	Observer	

5.2. NABII reserves the right to delay the Membership Start Date until the Membership Fees have been received by NABII in full and cleared funds.

5.3. The amounts payable under this Membership Agreement are exclusive of VAT or other similar taxes, duties, charges or assessments, which will be added (if applicable) as required by applicable legislation.

5.4 NABII may offer revised Membership Fees for increased Permitted Users and/or scope of Membership Services upon full payment of additional Membership Fees.

6. MEMBERSHIP BENEFITS

Corporate/Institution - Category A - The Global Steering Group for Impact Investing (GSG) provides access to market reports, data insights, sustainability reporting requirements, speaking engagements, discounts, featured in research, access to local and international LPs and asset owners, management of the Wholesale Impact Investment Fund, and IMM training.

Category B - The Global Steering Group for Impact Investing (GSG) provides opportunities to expand corporate network and increase relevance in the local and global impact investing ecosystem. It offers discounts on conferences, networking events, training, capacity building programmes and sustainability reporting, featured in research, access to local and international LPs and asset owners, management of the Wholesale Impact Investment Fund, and IMM training.

Category C - The Global Steering Group for Impact Investing (GSG) provides access to market reports, data insights, sustainability reporting requirements, speaking engagements, discounts, professional services, featured in research, and increased visibility through mentions on the NAB website.

Small Enterprise - The Global Steering Group for Impact Investing (GSG) provides access to market reports, data insights, capacity building, speaking engagements, peer networks, global industry associations,

networking events, featured in research, discounts on conferences/training and capacity building programmes, and increased visibility through mentions on the NAB website.

Sponsor - Access to market reports, data insights, brand association, speaking engagements, impact investing network, global industry associations, LPs, and featured in research.

Observer - Access to market reports, data insights, and LPs.

7. MEMBERSHIP CREDENTIALS

7.1. The Member agrees that all Permitted User logins, passwords and other Permitted User identification used to access the Membership Services are confidential and personal. Permitted Users shall not disclose or transfer Membership Credentials to any person.

7.2. The Member must notify NABII immediately of any unauthorized use of any Membership Credentials or any other breaches of security regarding the Membership Services.

7.3. Without prejudice to any other right, NABII may disable any Membership Credentials at any time if in NABII's opinion the Member or a Permitted User has failed to comply with Clauses 7.1 and/or 7.2.

7.4. NABII reserves the right to temporarily suspend the Membership Services (whether in whole or in part) for the purposes of maintenance or upgrade, but NABII will use reasonable endeavors to carry out such maintenance/upgrade during periods of low demand for access and to minimize the period of such maintenance/upgrade.

8. PROPRIETARY RIGHTS

8.1. In consideration of and subject to the Member's payment of the Membership Fees, NABII grants to the Member and the Permitted Users a non-transferable membership to access and use the Membership Services and the materials for the Membership Period strictly in accordance with and subject to the terms and conditions of this Membership Agreement.

8.2. NABII retains all Intellectual Property Right to Membership Services and Materials.

9. LIMITATION OF LIABILITY AND INDEMNITIES

9.1. NABII will use reasonable endeavours to ensure that the Membership Services and the Materials are accurate.

9.2. NABII accepts no liability for any loss or damages whatsoever sustained by the Member or any Permitted User out of self-negligence as a result of wrongful use on any aspect of the Membership Services or the Materials.

9.3. The Member acknowledges and agrees that the Membership Services and the Materials may include conjecture, prediction, opinion, assessment or analysis of subjective facts and circumstances.

9.4. Subject to the above, neither party will be liable to the other in contract, tort (including negligence and breach of statutory duty) misrepresentation or otherwise for any loss of revenue, profit, business opportunity or anticipated savings, or for any loss of goodwill or reputation, or for any indirect or consequential loss arising under or in relation to this Membership Agreement.

9.5. Nothing in this Membership Agreement will exclude or limit either party's liability in respect of:

a) death or personal injury caused by the negligence of such party or its agents, officers or employees.

b) fraud or fraudulent misrepresentation.

c) misuse of the other's confidential information.

d) payment of sums properly due and owing to the other in the course of normal performance of this Membership Agreement; or

e) other matters for which liability cannot be lawfully excluded or limited.

9.6. Subject to the above, each party (the Indemnifying Party) agrees to indemnify the other party (the Indemnified Party) from and against any and all expenses, costs, liabilities, losses or damages actually incurred by the Indemnified Party arising out of a breach by the Indemnifying Party of any of its representations, warranties, or undertakings contained in this Membership Agreement.

9.7. The Member is responsible for ensuring that its computer system meets all relevant technical specifications necessary to receive the Membership Services. NABII employs industry standard procedures and virus checks. However, it does not guarantee that the Membership Services or the Materials will be free from viruses or other malicious code. The Member is responsible for implementing industry standard procedures and virus checks to maintain the security of its computer systems.

9.8. If NABII is liable to the Member under this Membership Agreement for any reason, then NABII's liability will be limited to amount the Membership Fees paid or payable by the Member in the preceding 12-month period.

10. PERMITTED USE AND RESTRICTIONS

10.1. The Permitted Users may, strictly and solely for the Member's internal business purposes:

a) access and use the Membership Services;

b) access the Materials via the Website; and

c) download, print or store copies of certain Materials provided that the Materials so used shall not exceed a reasonable number during the Membership Period (as determined by the sole discretion of NABII's).

10.2. The Member and its Permitted Users may use Materials downloaded in accordance with Clause 10.1(c) internal business reports circulated to the Member's employees or officers only.

10.3. The Member warrants and represents that:

- a) it will not download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Membership Services or the Materials except as expressly permitted in this Membership Agreement.
- b) it will not use the Membership Services or the Materials or any information contained within the Membership Services for any external purpose whatsoever.
- c) it will not resell, rent, lease, transfer or attempt to assign any rights in the Membership Services or the Materials (in whole or in part) to any other person.
- d) it will not modify or alter the Membership Services or the Materials.
- e) it will not allow any person other than the Permitted Users to use or gain access to the Membership Services or the Materials except as expressly permitted in this Membership Agreement; and
- f) it will not change or substitute a Permitted User without NABII's prior written consent (not to be unreasonably withheld).

11. TERMINATION

This agreement will remain in effect until either party gives formal notice in accordance with the provisions of the Governing Documents. Termination of this Agreement for any reason shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination.

11.1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Membership Agreement immediately on giving written notice to the other party:

- a) if the other party commits a breach of any of the material terms of this Membership Agreement not capable of remedy;
- b) if the other party commits a breach of any of the material terms of this Membership Agreement capable of remedy and fails to remedy that breach within thirty (30) days of being notified in writing of the breach; or
- c) if the other party goes into liquidation (whether compulsory or voluntary) otherwise than for the purposes of a bona fide amalgamation or reconstruction, or an administrator or receiver or similar officer is appointed over the whole or any part of the other party's assets, or the other party enters into any arrangement for the benefit of or compounds with its creditors generally, or threatens to do any of these things, or any judgment is made against the other party, or any similar occurrence under any jurisdiction affects the other party, or the other party ceases or threatens to cease to carry on business.

11.2. In addition, NABII shall immediately terminate this Membership Agreement on written notice to the Member:

“if the Member is or becomes a competitor of NABII”

Upon termination of the Organizational Membership for any reason

- i. no membership fee (or any portion of it) shall be returned or refunded
- ii. any outstanding membership fees or other charges incurred by or on behalf of the organization shall become immediately payable.
- iii. the organizational member shall at NABII's option return or destroy any confidential information of NABII.

11.3. Without prejudice to any other rights or remedies under this Membership Agreement, NABII is entitled to immediately suspend the Permitted Users' access to any or all of the Membership Services, without prior notice, in the event that NABII reasonably believes the Member, or any Permitted User is in breach of any term of this Membership Agreement.

12. CONSEQUENCES OF TERMINATION/EXPIRY

12.1. Upon expiry of the Membership Term or earlier termination of this Membership Agreement:

- a) all Member's and Permitted Users' rights under this Membership Agreement will immediately cease.
- b) NABII will ensure that all Permitted Users immediately cease using the Membership Credentials; and

12.2. Termination or expiry of this Membership Agreement will not operate as a waiver of any breach by either party of any of the provisions hereof and will be without prejudice to any rights or remedies of either party which arise as a consequence of such breach or which have accrued under this Membership Agreement up to the date of such termination:

13. MISCELLANEOUS

13.1. Each party undertakes to the other that it will treat as confidential the terms of this Membership Agreement together with all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the other party, save only information which (a) is or becomes available to the public other than as a result of a breach of this Clause or (b) is or becomes available to the receiving party from other sources free of restriction as to its use or disclosure.

13.2. This Membership Agreement contains the entire understanding and agreement of the parties relating to its subject matter and supersedes in all respects any previous or other existing arrangements, agreements or understandings between the parties whether oral or written in relation to its subject matter.

13.3. Each party acknowledges that in entering into this Membership Agreement it does not rely on, and irrevocably waives any right it has or may have in respect of, any representation which is not expressly set out in this Membership Agreement.

13.4. Each party irrevocably and unconditionally waives any right or remedy it has or may have to rescind this Membership Agreement or to claim damages for any misrepresentation not contained in this

Membership Agreement, provided that nothing in this Membership Agreement will limit or exclude any liability for fraud.

13.5. Each party agrees that the only remedy available to it for breach of this Membership Agreement will be for breach of contract and no party will be liable in tort or otherwise in respect of such breach.

13.6. No variation or agreed termination of this Membership Agreement will be effective unless made in writing and signed by or on behalf of each of the parties.

13.7. In the event that any provision or part of a provision of this Membership Agreement is, or is held to be, illegal, invalid, unenforceable or against public policy pursuant to a final adjudication by a court of competent jurisdiction such provision will be severed here from and the remainder of this Membership Agreement will be deemed in full force and effect.

13.8. No failure or delay in exercising any right or remedy will constitute a waiver, and no waiver or discharge of any breach will be effective unless written and signed.

13.9. Neither party will be in breach of this Membership Agreement nor bear any responsibility or liability for any loss arising out of any delay or failure in the performance of its obligations under this Membership Agreement due to events beyond its reasonable control commonly referred to as events of force majeure **PROVIDED THAT** the defaulting party will promptly notify the other party of the nature and reasons for the delay or failure and will use its reasonable endeavours to mitigate the effects of any default as soon as possible.

13.10. Subject to Clause 13.9, If any such force majeure event continues for a period of more than one month either party may terminate this Membership Agreement by written notice to the other party without prejudice to the rights of the parties existing prior to such termination.

13.11. At its own expense, each party will execute and perform such acts as may reasonably be required for the purpose of giving full effect to this Membership Agreement and the rights expressed to be granted under this Membership Agreement.

13.12. Nothing in this Membership Agreement creates or will be deemed to have created a partnership or a joint venture or an agency agreement between the parties. Neither party will do anything to bind the other to any contract or to pledge the credit of the other party or to bind it to any obligation, commitment or liability, nor will represent itself as able to do so.

13.13. Any notices sent under this Membership Agreement must be in writing and may be served by personal delivery or by sending the notice by special delivery at the address given in this Membership Agreement or at such other address as the relevant party may give for the purpose of service of notices under this Membership Agreement and every such notice will be deemed to have been served upon acknowledgement.

13.14. This Membership Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, is governed by and will be construed in accordance with the law currently in force in

Nigeria. The parties irrevocably agree that the High Court of Lagos State, Nigeria will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Membership Agreement or its subject matter.

I agree that NABII may collect my personal information – including contact information, payment, demographic or behavioral characteristics, technical computer, website usage and social network information, or other categories permitted by our Privacy Policy – for the purposes of account maintenance, website personalization and improvement or other purposes permitted by our Privacy Policy. By visiting NABII and by submitting my information, I agree with the Privacy Policy and the website's Terms and Conditions.

BY SIGNING THIS AGREEMENT, I UNDERSTAND AND ACCEPT THAT IT IS MY RESPONSIBILITY AND I UNDERSTAND THAT THIS AGREEMENT WILL BE IN EFFECT FROM THE DATE OF SIGNING BELOW.