

IMPORTANT NOTICE

Investment Risk Warning and Disclaimer

Without prejudice to the Terms and Condition stated below Darolls Nig. Ltd hereby disclaims as follows:

This Terms and Conditions/Agreement is prepared and published on our website for the purpose of providing information to a limited number of, clients, partners, investors or subscribers, and this document or the information contained herein is not a Prospectus and does not constitute an offering or an invitation to the general public to subscribe to any securities presented herein.

Subscription to the opportunity being offered may only be made by prospective clients, partners, investors or subscribers who understand the risk involve in this kind of investments opportunity. In accordance with the terms and conditions contained in this agreement.

Every prospective clients, partners, investors or subscribers to whom this document may be concerned is expected to scrutinize the information contained in this document and to properly assess the risk and opportunity it offers.

Delivering and accepting this terms and conditions constitutes complete receiving, and by receiving this agreement each person undertakes not to disclose any information contained therein, share, or reproduce any of its contents in whole or in part, except with express consent of Darolls Nig. Ltd..

Each person accepting, agreeing with this terms and condition should determine the suitability of their investment in Darolls Nig. Ltd. in the light most favourable to his or her own financial position and objective.

Each person requiring the advise of professional financial advisor/s should note that such advisor/s would be bound by the obligations of confidentiality, which they have undertaken by receiving or accepting delivery of this agreement.

This offer includes certain statements, estimates, and projections with respect to the future performance of the Company. These statements, estimates, and projections reflect various assumptions by the Company concerning its anticipated results, which have been included solely for illustrative purposes.

These statements, estimates, and projections should not however, be relied upon as a representation, warranty, and undertaking express or implied, as to the future performance of the Company. Actual results may vary, even materially from the projected results contained herein and/or the assumptions on which such statements, estimates, and projections are based.

The recipient of this Investment opportunity and terms and Condition or any information contained therein or supplied therewith or subsequently communicated does not constitute investment advice from Darolls Nig. Ltd. to any potential clients, partners, investors or subscribers.

Each potential clients, partners, investors or subscribers or interested parties as the case may be should make his/her own independent assessment of the merits or otherwise of subscribing to the offers herein and should seek professional advice.

The Directors of Darolls Nig. Ltd. have taken reasonable level of care to ensure that the material facts contained herein are true and accurate in all material respects and confirm, having made reasonable enquiries, that to the best of their knowledge and belief, there are no material facts the omission of which would make any material statement herein misleading or untrue.

The offers and the projected ROI represents the best estimate of our potential venture, which may not be free of errors of omission or commission. Therefore, interested parties should be aware that the investment offer has inherent risks that should be evaluated prior to any commitment.

a.) Confidentiality Clause and Recognition of Risk

The information included in document is strictly confidential and is provided on the understanding that it will not be disclosed to third parties without the expressed written consent of The Darolls Nig. Limited (DNL). This document and the business plan represents management's best estimate of the future potential of our business venture. It should be recognized that not all major risks can be accurately predicted or otherwise avoided and that few business decisions are free of errors of omission or commission. Therefore, clients, partners, investors, subscribers or interested parties should be aware that this business has inherent risks that should be properly evaluated prior to any investment or endorsement.

b. All forms of business investments carry along with it a substantial level of risk just like it also deliver enormous returns depending on invested funds, therefore your investment decision should be based on personal conviction to risk and either gain or loss. Never invest any amount you cannot afford to loose. Do not steal to invest or borrow to do so. It is advisable to start with personal investment savings start small and build it.

c. The client, partner, investor or subscriber agrees that Darolls Nig. Limited (DNL) or any of its Directors shall have no responsibility or any liability to the client for any diminution of the client's investment due to any future governmental order, levy, law, tax, embargo, moratorium or imposts or depreciation in value of funds due to inflation or the unavailability of funds due to exchange restrictions on convertibility, requisitions, involuntary transfers, seizure of any character, exercise of military or usurped powers, or other similar causes beyond the control of Darolls Nig. Limited (DNL)

d. The Client by entering into this agreement hereby understands the risks inherent in investments of this nature and that the value of investments may fall as well as rise and the past performance of investments is not a guide to future performance.

e. Post dated cheques of capital sum are issued to investors but please note that if you have received up to 50% of your invested value as ROI, you are not eligible to present the post dated cheque with you at the bank. Doing so will be termed as

Criminal. You are to hold such cheque as an evidence of your capital sum with Darolls Nigeria Limited. We require you to get acquainted with our risk disclaimer.

COMBINED AGREEMENT (TERMS AND CONDITIONS)

This agreement for the concession of investing in business opportunities, which enters into force in, 2014, will be governed by the following terms and conditions: These general conditions (hereinafter referred to as "General Conditions") govern the mutual business relationship (hereinafter, the "Agreement") established between Darolls Nig. Limited (DNL) a Limited Liability company, registered in Nigeria., located at No. 28, Awolowo Avenue, Old Bodija Ibadan Oyo State. (hereinafter " Darolls Nig. Limited (DNL)") and its Clients, Partners, Investors, (hereinafter "the Subscribers"), which requires of this agreement, the granting of the opportunity to voluntarily invest into the business activities of Darolls Nig. Limited (DNL) either as a client, partners, investor or subscribers by accepting the following general conditions:

A.) GENERAL CONDITIONS.

1. ACCEPTANCE OF GENERAL CONDITIONS

1.1 The Clients, partners, investors or subscribers declares to have sufficient legal capacity, as required by the law. It also guarantees that it acts in his/her own name and on his/her own behalf.

1.2 By signing the present general terms and conditions or by checking the option "accept", "yes", "sign up" or another similar at the end of this document, on the company's website <https://www.investment.darolls.net> the condition of the express acceptance of this subscription is attributed to the clients, partners, investors or subscribers as the full acceptance of each and every one of the general terms and conditions that are contained in this document.

2. PURPOSE

2.1 The general conditions of this contract are:

a) The concession, by Darolls Nig. Limited (DNL), of the opportunity to invest into its business activities as "client, partner, investor or subscriber", which authorizes the client, partner, investor, or subscriber to voluntarily register either through the internet (Website Virtual Account) or otherwise, and invest their fund into the current arrays of businesses, as well as all those which the company decided to launch in a future, it also automatically sign you up into a membership of or affiliated cooperative society Synergy Multipurpose Cooperative Society..

b) The mutual business opportunity offers by Darolls Nig. Limited (DNL), does not have any geographical limit since the expression of interest and registration can be carried out through the E-Commerce modality realized through a website that the company will make available to the client, partner, investor or subscriber.

2.2 These terms and conditions shall apply to the operation of all Darolls Nig. Limited (DNL) Investment Account (the Virtual Account) and form an integral part of the Agreement with the clients, Partners and Investors or subscribers.

2.3 Investing with Darolls Nig. Limited (DNL): The client, partner, investor or subscriber has irrevocably and voluntarily requested and Darolls Nig. Limited (DNL) has agreed to avail the client, partner, investor or subscriber the opportunity to invest in Darolls Business and open an Account (the Virtual Account) on behalf of the client.

2.4 Darolls Nig. Limited (DNL) will make available to the client, partners, investors or subscriber a "Virtual Office" which will be accessed through a user name and a password, where, among other functions, the client, partners, investors or subscriber will be able to view and modify all the data related to his active account: Personal data, request, and other functions. The cost of the virtual office is included in administrative and management expenses

2.5 The client, partner, investor or subscriber acknowledges to be informed of the existence of a personal data file in which his /her data will be included, as well as the treatment that Darolls Nig. Limited (DNL).

2.6 The client, partner, investor or subscriber acknowledges in this act to know perfectly the operation of the Darolls Nig. Limited (DNL) and is aware and authorizes that his/her data can be processed by Darolls Nig. Limited (DNL) and its collaborating companies, (e.g Synergy Multipurpose Cooperative Society authorizing the sending of messages and any kind of alert to your mobile phone number as well as sending emails.

2.7 The client, partner, investor or subscriber is obliged to have updated his contact details and fiscal information at all times, being obliged to communicate to Darolls Nig. Limited (DNL) any changes, either provisional or definitive.

2.8 The client, partner, investor or subscriber may, at any time, exercise his/her rights of access, rectification of his data and cancellation by sending an e-mail to investment@darolls.net

a. The client, partner, investor or subscriber agrees to assume full responsibility and ensure safe custody of all print and electronic correspondence issued to/or by Darolls Nig. Limited (DNL) regarding the account.

b. The client, partner, investor or subscriber agrees to notify Darolls Nig. Limited (DNL) immediately whenever he/she knows or has any reason to suspect that an unauthorized person has access to any print or electronic correspondence issued to or by Darolls Nig. Limited (DNL) regarding the account.

c. The client, partner, investor or subscriber agrees to indemnify Darolls Nig. Limited (DNL) against any loss, damage or liability resulting from his/her non-compliance to the above.

3.0 LEGALITY OF MONEY AND VERACITY OF IDENTIFYING DATA

3.1 In the application of the current legislation on the prevention of money laundering and the financing of terrorism, the client, partner, investor or subscriber declares that the money he uses for the investment does not come from any illegal activity, being

exclusively and solely responsible; Freeing Darolls Nig. Limited (DNL) of all responsibility of the provenance of the capital.

3.2 It is the client, partner, investor or subscriber's obligation to verify his identity and to provide Darolls Nig. Limited (DNL) with an official document of identity and address, which the client will attach through his virtual office at the web address [https://www.investment.darolls.net /office/userprofile/"username"](https://www.investment.darolls.net /office/userprofile/)

3.3. In consideration of Darolls Nig. Limited (DNL) allowing the client, partner, investor or subscriber to operate the virtual account from time to time, the client, partner, investor hereby undertakes to hold Darolls Nig. Limited (DNL) harmless and keep Darolls Nig. Limited (DNL) indemnified from all losses, costs, or damages Darolls Nig. Limited (DNL) may sustain or be put to.

3.4 Data: The client, partner, investor or subscriber agrees that Darolls Nig. Limited (DNL) may use the information disclosed to it by the client, partner, investor or subscriber in connection or as a result of operating the Virtual Account (Data) for assessment and analysis.

We may disclose data:

- a. To any person who may assume our rights under this Agreement, a member of Darolls Nig. Limited (DNL), or
- b. If we have a right or duty to disclose or are compelled to do so by law.

3.5 Contact details: The client, partner, investor or subscriber agrees that Darolls Nig. Limited (DNL) will use the address and any other details given on the registration opening documentation to contact the client. The client agrees to immediately inform Darolls Nig. Limited (DNL) of any changes or additions to those details. All notices and correspondence required to be provided by Darolls Nig. Limited (DNL) to the client will be forwarded to that address until Darolls Nig. Limited (DNL) receives a written notification of the client's change of address.

4.0. RIGHTS AND OBLIGATIONS

4.1 The client, partner, investor or subscriber is not obliged to work for the company because he has chosen the option not to. There is no contract of employment or a relationship as a commercial agent between the two parties.

4.2 The client, partner, investor or subscriber has no right to make legal statements in any media on behalf of Darolls Nig. Limited (DNL). You may not use the name, logos, printed promotional materials, audiovisual formats, websites, forums, bulletin boards, indiscriminate email, (spam) and any kind of material in general, other than authorized by Darolls Nig. Limited (DNL) .

4.3 Failure to comply with point 4.2 would result in the claim of compensation by Darolls Nig. Limited (DNL).

5.0. GENERAL PROVISIONS

5.1 Except in case of fault, Darolls Nig. Limited (DNL) shall not be liable for indirect or consequential damages resulting from the breach, termination or suspension of this agreement, whether or not Darolls Nig. Limited (DNL) has or is not aware of them.

5.2 Darolls Nig. Limited (DNL) does not accept cash payments other than those made in the company accounts.

5.3 The client, partners, investor or subscriber declares that he knows and understands the business plans of the company, where all the plans and business model including all line of businesses are detailed and agree with all of them including those to be launch in future.

5.4 The client, partners, investor or subscriber declares that the fulfillment of this contract is within the margin of his financial possibilities.

5.5 Darolls Nig. Limited (DNL) reserves the right of unilateral termination of all investments subscribed by the client, partner, investor or subscriber as well as the opening of new investment to those clients, partners, investors who in one way or another have breached any of the clauses of this terms and conditions or by any of the Following reasons:

- A.) Realization of Advertising not authorized by Darolls Nig. Limited (DNL).
- B.) Use of continuous commercial strategies that damage the good functioning of the company or other clients, partners, investors or subscriber
- C.) Slander, false accusations and offenses against the company or any of its leaders.
- D.) Opening chats, forums, websites, videos and use of unauthorized conference rooms in which there are no moderators formed by the company.
- G.) False promises of winnings and allegations that are not written in the T & C and other company manuals
- I.) Access to the virtual office of any other client.
- J.) Sending emails impersonating the identity of the company or any other client, partner, investor.

5.6 The company reserves the right to assign this contract to third parties without there being any prejudice to the client, partner, investor or subscriber.

5.7 The client, partner, investor or subscriber agrees that Darolls Nig. Limited (DNL) will accept no liability whatsoever for funds handed to any person(s) who may claim to be an agent of the company of its staff outside office hours or outside the Darolls Nig. Limited (DNL) office premises, except those officers have been pre-authorized by Darolls Nig. Limited (DNL)

5.8 The client, partner, investor, or subscriber agrees that Darolls Nig. Limited (DNL) may refuse to act on any instruction if:

- a. It doubts the authenticity of the instruction or does not consider it to be sufficiently clear.
- b. It believes that doing so might cause a breach of any law, regulation, code, order or contractual obligation binding on Darolls Nig. Limited (DNL) or the client.

5.9 The client, partner, investor or subscriber agrees that in the absence of clear disposal instruction, the invested principal amount and interest/income at maturity will be liquidated and Darolls Nig. Limited (DNL) its discretion hold the funds in a non- interest bearing account pending further instructions from the client.

f. The client, partner, investor or subscriber agrees that Darolls Nig. Limited (DNL) shall not be liable for any loss or damages sustained by him/her by reason of the operatin of the investment provided such loss or damages was not caused or facilitated by Darolls Nig. Limited (DNL) or any of its staff action on its instruction.

5.10 Indemnity for Third-Party Instruments: The client, partner, investor or subrciber agrees that in consideration of Darolls Nig. Limited (DNL issuing or accepting third-party Bank cheques, Bank drafts and/or other negotiable instruments from time to time, the client hereby irrevocably undertakes to fully indemnify Darolls Nig. Limited (DNL against all losses, expenses, costs, damages or otherwise, that may occur as a result of the issuance or acceptance of the said third-party cheques, draft and/or negotiable instrument.

6.0 Right of Set-off: The client, partner, investor or subscriber agrees that in addition to any general lien or similar right to which Darolls Nig. Limited (DNL) may be entitled by law, Darolls Nig. Limited (DNL) may at any time and without prior notice to the client combine or consolidate all or any of the client's accounts without liabilities to Darolls Nig. Limited (DNL) or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

6.1 Disruption of Service(s): The client, partner, investor, or subscriber agrees that Darolls Nig. Limited (DNL) shall have no liability for failure to provide any agreed service(s) due to reasons beyond its reasonable control. These reasons include but are not limited to industrial action, failure of electricity supply, riots, civil commotion, political unrest or armed insurrection.

7.0 In-House Guaranteed "cover" on Investment:

In the event that company experience a liquidity or profitability challenge, Deteriorating capital funds and tight liquidity in capital injection system. Lower returns from our business investments, (low Net Cash Flow) inward and outbound for all Partners, Clients investors or subscribers for Excessive financial leverage in terms of returns delivery to investors. Serious liquidity issues resulting from a

significant fall in profit and a substantial rise in risk that threaten the company's capacity to meet its financial commitment in the short term.

Should any of the case arise, in a bid to take a proactive steps in returning the company to an active profitable state Darolls Ng. Ltd would take a unilateral decision of restructuring the frequency of payments of ROI this may be staggered quarterly/biannually/annual in order to guarantor the investment fund of all partners, investors or subscribers.

In a situation where all efforts to resuscitate the liquidity challenge where its arise or any partner, client, investor or subscriber decided to liquidate his/her investment the following statistic shall be applied

a.) The ROI withdrawn/collected since the inception of the investment would be calculated side by side with the invested principal and if the ROI equate the invested capital.. The investment would be deemed liquidated, However, a percentage of interest may be paid later when the company stabilizes and eable to meet short and long time financial commitment.

2. b.) If the ROI withdrawn/collected so far exceed the principal capital invested the Investment would be deemed totally liquidated. And no payment shall be made in the future.
3. c.) If the ROI withdrawn/collected so far is lesser than the principal amount invested or no RIO had been withdrawn/collected at all, The company Darolls Ng. Ltd will commit to pay up the principal capital invested in full but in four or more instalment.
4. d.) And in a situations where all efforts from salvaging the business of the company fails completely, the company may be declare bankrupt and bankruptcy law would be applied to its assets. Although the company has a 50% guaranteed insurance on all principal capital invested by clients, partners, investors or subscribers.
5. e.) The client, partner, investor or subscriber agrees that Darolls Nig. Limited (DNL) or any of its Directors shall have no responsibility or any liability to the client for any diminution of the client's investment due to any future governmental order, levy, law, tax, embargo, moratorium or imposts or depreciation in value of funds due to inflation or the unavailability of funds due to exchange restrictions on convertibility, requisitions, involuntary transfers, seizure of any character, exercise of military or usurped powers, or other similar causes beyond the control of Darolls Nig. Limited (DNL)

7.1 In the event that one or more clauses of the investor agreement or these general conditions of business may be invalidated or contain an omission, the validity of the other clauses would be maintained and would not be affected.

7.2 This contract is governed by the current legislation of Nigeria. Jurisdiction with respect to any and all disputes arising out of or relating to this contract shall be vested exclusively in the courts of Oyo State Nigeria.

7.3 Variation: The client, partner, investor or subscriber agrees that Darolls Nig. Limited (DNL in its sole discretion may at any time suspend or vary the terms and

conditions of the operation of the Account, with or without written notification to client, partner, investor, or subscriber.

7.4 The company reserves the right to assign this contract to third parties without there being any prejudice to the client.

7.5 In the event that one or more clauses of the purchase agreement or these general conditions of business may be invalidated or contain an omission, the validity of the other clauses would be maintained and would not be affected.

