

ECOCAPITAL INVESTMENT MANAGEMENT LIMITED
NON-DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT

This Non-Discretionary Investment Management Agreement (the "Agreement") is made and entered into as of the date of inception of the investment account, between **EcoCapital Investment Management Limited**, a company duly incorporated under the laws of Ghana with its registered office at 3 Hackman O. Agyemang Street, East Legon (hereinafter referred to as "EcoCapital"), and (Name) (Address)..... (Contact)

WHEREAS:

1. EcoCapital is an investment management firm registered and regulated by the Securities and Exchange Commission of Ghana, offering various investment management services including the holding of investment cash;
2. wishes to engage EcoCapital to hold its investment cash under a non-discretionary management agreement, where asset selection and investment decisions shall be made and approved solely by
3. EcoCapital agrees to provide such non-discretionary services to in accordance with the terms and conditions set forth herein.

INVESTMENT MANAGEMENT LIMITED

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope of Services

1.1 Non-Discretionary Management:

EcoCapital shall hold the investment cash of in one or more accounts under its management. However, all investment decisions, including asset selection, purchase, sale, and other investment-related activities, shall be made and approved by the owners and directors of

1.2 Execution of Instructions:

EcoCapital shall execute transactions and implement investment decisions only upon receipt of written instructions from authorized representatives of EcoCapital shall not be responsible for the selection, timing, or merits of any investment decision made by

1.3 Asset allocation

Assets To be bought	Allocation

2. Duties and Responsibilities

2.1 Client's Name :

,..... shall be solely responsible for:

- Providing timely instructions and approvals to EcoCapital.
- Making all decisions related to the selection, acquisition, and disposition of assets.
- Ensuring that investment instructions comply with applicable laws and regulations.

2.2 EcoCapital's Responsibilities:

EcoCapital shall be responsible for:

- Safeguarding and holding (the Client's name) investment cash in accordance with this Agreement.
- Executing investment instructions in a timely and efficient manner.
- Providing periodic statements and reports as agreed upon by both parties.

3. Fees and Expenses

3.1 Performance Fees:

..... shall pay EcoCapital a performance fee of 2.5% of the interest or performance of the fund. The fee structure may be reviewed and adjusted periodically with mutual consent.

3.2 Expenses:

..... shall bear all costs and expenses related to the execution of transactions, including but not limited to brokerage fees, taxes, and other charges.

4. Term and Termination

4.1 Term:

This Agreement shall commence as of the inception date of the investment account and shall continue until terminated by either party.

4.2 Termination:

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. Upon termination.

5. Confidentiality

Both parties agree to maintain the confidentiality of all information exchanged under this Agreement, except as required by law or regulatory authorities.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, representations, and understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

8.

EcoCapital Investment Management Limited

By: _____

Name:

Title:

Date: _____

(Client)

By: _____

Name:

Title:

Date: _____

