

CAPSA TECHNOLOGY LIMITED

RECURRING REVENUE BILL OF SALE: RECURRING REVENUE NUMBER/NAME [test1]

IN CONSIDERATION for the **SALE PRICE**, **Mayowa Samiat Aremu** 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, Lagos, Lagos (the **"Seller"**), agrees to sell to **Kamesk**, whose registered address is at Bhilai, Lagos, Andaman and Nicobar (the **"Buyer"**).

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

1. SALE PRICE

Subject to the [Terms](#), the Seller acknowledges the Buyer's payment of the Sale Price as full payment for the Recurring Revenue Value.

2. SALE OF RECURRING REVENUE

The Seller will sell and deliver to the Buyer Recurring Revenue Number **test1**: 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.

RECEIVABLE VALUE (where applicable)	₦ 50,000,000
RECURRING REVENUE NUMBER	test1
SALE PRICE	₦ 38,500,000

NET VALUE	₦ 37,693,750
MATURITY DATE	04-05-2026
INSURANCE POLICY NUMBER (where applicable)	

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

SIGNED by the Buyer
