

Letter of Intent to Invest in ABAMA

Date: ____/____/____

This Letter of Intent (the “Letter”) sets forth the proposed terms and conditions for the investment by the Investor (“Buyer”) in ABAMA – African Blockchain and Microfinance Agency Ltd. (“Seller”) and shall govern the relationship between the Parties until replaced by a definitive formal agreement (the “Definitive Agreement”). The proposed investment is subject to the following terms:

1. Parties

- **Buyer:** _____, with a mailing address of _____

- **Seller:** ABAMA – African Blockchain and Microfinance Agency Ltd., with a mailing address of P.O. Box 542 00100 - G.P.O Nairobi Kenya.

2. Investment Details

The Buyer agrees to invest the amount of [Insert Amount] USD in ABAMA. The investment will be allocated to one or more of the following ABAMA initiatives, as indicated by the Buyer:

ABAMA - African Blockchain and Microfinance Agency

ABAMA is a pioneering entity established to revolutionize the fintech and blockchain sectors within Africa and beyond. To support this mission, ABAMA seeks licenses to offer a diverse range of services, enhancing financial inclusion and driving technological innovation.

Electronic Bank

ABAMA's electronic bank will provide digital banking services through online and mobile platforms. Key offerings include online banking, mobile banking, digital wallets, and personal finance management, focusing on accessibility, security, and continuous innovation.

Investment Bank

Through the Investment Venture Fund, ABAMA's investment bank will manage and raise funds from clients to invest in high-potential projects and various assets. Services include fund management, corporate finance, capital markets, asset management, and research and analysis, providing expert advice and access to global markets.

Blockchain and Crypto

ABAMA will leverage blockchain technology to enhance transparency, security, and efficiency in financial transactions. Services include blockchain development, cryptocurrency solutions, smart contracts, and consulting, driving technological advancements and financial inclusion.

Crypto Token Issuance and ICO

ABAMA will offer services for the creation and issuance of crypto tokens and Initial Coin Offerings (ICOs). These services encompass token creation, ICO advisory, token sale platforms, and post-ICO support, ensuring secure and compliant fundraising.

Crypto Exchange

ABAMA plans to operate a secure cryptocurrency exchange, providing a platform for trading digital assets. Services include a user-friendly trading platform, secure custody solutions, liquidity provision, and real-time market analytics, focusing on security and liquidity.

Microfinancing

ABAMA aims to provide microfinancing services to support small businesses and individuals in underserved communities. Offerings include microloans, financial education, savings programs, and community support, fostering economic growth and financial inclusion.

3. Closing Date

The Buyer shall be obligated to complete the investment with a closing date no later than/.../..... (“Closing Date”).

4. Deposit

The Parties agree that a: (check one)

Refundable Deposit is Required. The Buyer shall remit to the Seller a payment in the amount of [Insert Amount] USD. The Deposit shall be REFUNDABLE under the following terms: [Specify Terms].

Non-Refundable Deposit is Required. The Buyer shall remit to the Seller a payment in the amount of [Insert Amount] USD. The Deposit shall be NON-REFUNDABLE.

Deposit is NOT Required. The Buyer shall not be required to make a deposit payment at the time of signing this Letter.

5. Confidentiality

All negotiations and information regarding the investment between the Buyer and the Seller shall be confidential and not disclosed to anyone other than the Parties, their staff, advisors, and necessary third parties. No public release will be issued concerning the proposed investment without mutual consent or as required by law and then only upon prior written notice to the other party unless otherwise prohibited.

6. Good Faith Negotiations

The Parties are expected to negotiate the terms of the investment in good faith.

7. Access to Information

The Buyer and their advisors shall have full access to the Seller's information. They will be held to a fiduciary duty of confidentiality and must not misappropriate or disclose the information to any third parties without the Seller's authorization.

8. Exclusive Opportunity

After the execution of this Letter, the Parties agree to not negotiate or enter discussions with any other party unless there are existing agreements in place.

9. No Public Announcement

The Parties agree not to make any public announcement regarding the transaction contemplated by this Letter without the prior written consent of the other. Each of the Parties shall bear their own costs and expenses related to the transaction, including fees and expenses of legal counsel and accountants.

10. Intention of the Parties

This Letter sets forth the intentions of the Parties to use reasonable efforts to negotiate in good faith a Definitive Agreement with respect to all matters herein. Notwithstanding paragraphs 5 through 10, which shall be legally binding, any legal obligations with respect to all other matters shall only arise if and when the Parties execute and deliver a Definitive Agreement.

11. Governing Law

This Letter shall be governed under the laws of the Kenya.

12. Counterparts and Electronic Means

This Letter may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Letter by electronic facsimile transmission or other electronic communication capable of producing a printed copy shall be deemed to be execution and delivery of this Letter as of the date of successful transmission.

13. Severability

In case any provision or wording in this Letter shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Signatures

Buyer:

Signature: _____

Date: ____ / ____ / ____

Print Name: _____

Seller:

Signature: _____

Date: ____ / ____ / ____

Print Name: _____

This document is intended to formally express interest and outline the preliminary steps in the investment process with ABAMA. Please keep a copy of this document for your records.