SURFRIDES
RC 1954022
TECH LIMITED

13th June, 2026

To:

OGZ Ventures Ltd
399 Bromyard House
Bromyard Avenue
London, W3 7BU
United Kingdom

Email: fogundipe@ogz.com.ng

SUBJECT: APPOINTMENT OF OGZ VENTURES LTD AS TRANSACTION ADVISOR, FUNDRAISING CONSULTANT & COMMERCIAL PARTNER

Dear Mr. Ogundipe,

We, SURF RIDE TECH NIG. LTD. Abdurrahman Muhammad Bello, hereby formally appoint OGZ Ventures Ltd (“OGZ”) to act as our Transaction Advisor, Fundraising Consultant, and Commercial Strategy Partner in connection with The Mayfield Residence and any related projects, transactions, or opportunities introduced during the course of this engagement.

Scope of Engagement

OGZ shall provide advisory and facilitation services including, but not limited to:

Transaction Advisory & Fundraising

- Identification and introduction of credible investors, lenders, or funding partners
- Structuring of appropriate financing solutions (debt, equity, or hybrid)
- Preparation, refinement, and positioning of investment materials
- Coordination of investor engagement, negotiations, and due diligence through to financial close

Commercial Strategy & Business Development

- Identification and introduction of high-value clients, corporate partners, and strategic relationships
- Structuring and securing corporate retainers, long-stay agreements, and premium occupancy arrangements
- Advising on pricing strategy, positioning, and commercial optimisation
- Facilitating partnerships that enhance revenue generation and overall asset value

OGZ shall act as an independent advisor and facilitator and shall not be responsible for the operational execution of the Client's business.

Fees and Commercial Terms

Initial Retainer (First 90 Days)

The Client shall pay OGZ a non-refundable retainer fee of **USD 10,000** upon execution of this letter.

This retainer covers the initial 90-day engagement period and shall be deductible from OGZ's success fee upon financial close.

Ongoing Retainer (Post 90 Days)

Following the initial 90-day period, and subject to the Client's satisfaction with OGZ's services, this engagement shall continue on a monthly retainer of **USD 10,000**, payable in advance, for continued advisory, fundraising, and commercial development services.

Success Fee (Fundraising)

OGZ shall be entitled to:

- **10%** of funds raised up to USD 5,000,000
- **5%** of funds raised above USD 5,000,000

Such fees shall be payable upon first drawdown, disbursement, or receipt of funds by the Client.

Commercial / Transaction Fees

OGZ shall be entitled to commissions on all business, clients, partnerships, bookings, or commercial arrangements introduced or facilitated by OGZ, including any renewals, extensions, or repeat engagements arising from such introductions.

The applicable commercial terms shall be agreed on a case-by-case basis depending on the nature of the transaction.

Expenses

The Client shall reimburse all reasonable out-of-pocket expenses incurred by OGZ in the performance of its duties, subject to presentation of supporting documentation.

Escrow & Payment Protection

To ensure transparency and proper settlement of fees:

Fundraising Transactions

- All capital raised may be routed through an agreed escrow account or controlled payment structure.
- OGZ's success fee shall be deducted directly at source upon disbursement or drawdown.
- The Client hereby irrevocably authorises such deduction.

Commercial Transactions

- Revenues arising from OGZ-introduced clients or partners may be subject to a direct payment or split structure to ensure OGZ's commission is settled at source.

General

- Where funds are received outside an agreed structure, OGZ's fees shall become immediately due and payable upon receipt by the Client.
- The Client shall not enter into any arrangement that circumvents OGZ's entitlement to fees.

Non-Circumvention

The Client agrees not to circumvent, bypass, or directly engage with any party introduced by OGZ without OGZ's prior written consent.

In the event of a breach, OGZ shall be entitled to its full fees and commissions as if the transaction had been completed through its involvement.

Confidentiality

Both parties agree to maintain strict confidentiality regarding all proprietary and sensitive information exchanged during the course of this engagement.

Term and Continuity

This engagement shall remain valid for the initial 90-day period and shall continue thereafter on a monthly basis upon mutual agreement.

OGZ's entitlement to fees shall survive termination of this agreement with respect to any introductions or transactions initiated during the term of this engagement.

Governing Law

This Agreement shall be governed by the laws of the Federal Republic of Nigeria.

If the above terms are acceptable, kindly sign below to confirm your acceptance.

For and on behalf of Surf Ride Tech Nig. Ltd

Name: Abdurrahman Muhammad Bello
Designation: Founder

Date: 13th June, 2026

Signature: ____________________________

Acknowledged and Accepted by:
For and on behalf of OGZ Ventures Ltd

Femi Ogundipe
Managing Director