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LEGAL PRACTITIONERS & ARBITRATORS

International
Comparative
Legal Guides

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Franchise



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Relevant Legislation and Rules Governing Franchise Transactions

1.1 What is the legal definition of a franchise?

Nigeria does not have a specific franchise law and, as such, there is no legal definition of a franchise. However, the Nigerian International Franchising Association defines franchising as a business arrangement whereby the franchisor grants the franchise operator (the “franchisee”) the right to distribute certain products or services in a particular way, at a particular location and for specified periods of time. In return, the franchisee pays the franchisor fees and royalties.

1.2 What laws regulate the offer and sale of franchises?

There is currently no specific law in Nigeria that regulates the offer and sale of franchises. However, the National Office for Technology Acquisition and Promotion Act, Chapter N62, Laws of the Federation of Nigeria, 2004 (“NOTAP Act”) regulates the transfer of foreign technology to Nigeria. A franchise arrangement is regarded as involving the transfer of technology and so is regulated by the provisions of the NOTAP Act. It is worth noting a Franchising Regulation Bill, 2022, which appeared before the National Assembly. The Bill scaled through second reading at the House of Representatives on 27 March 2023.

1.3 If a franchisor is proposing to appoint only one franchisee/licensee in your jurisdiction, will this person be treated as a “franchisee” for purposes of any franchise disclosure or registration laws?

Yes, the franchisee/licensee will be treated as a franchisee under these circumstances.

1.4 Are there any registration requirements relating to the franchise system?

By virtue of the provisions of the NOTAP Act, all agreements for the transfer of technology between a foreign transferor and a Nigerian transferee must be registered with the National Office for Technology Acquisition and Promotion (“NOTAP”). More specifically, Section 4 of the NOTAP Act states that such agreements are registrable if their purpose or intent is, in the opinion of NOTAP, wholly or partially for or in connection with the following:

- use of trademarks;
- use of patented inventions;
- supply of technical expertise in the form of technical assistance of any description whatsoever;
- supply of detailed engineering drawings;
- supply of machinery and plant; and
- provision of operating staff, managerial assistance, and the training of personnel.

As a franchise arrangement involves the transfer of technology, it is required to be registered with NOTAP.

1.5 Are there mandatory pre-sale disclosure obligations?

As a result of the absence of a franchise-specific law, there are no pre-contract disclosure requirements or formalities that apply to a franchise arrangement. However, disclosure requirements under the laws of contract will apply. For instance, the principle of misrepresentation under the common law of contract will apply to a franchise relationship.

1.6 Do pre-sale disclosure obligations apply to sales to sub-franchisees? Who is required to make the necessary disclosures?

Please refer to our answer to question 1.5 above.

1.7 Is the format of disclosures prescribed by law or other regulation, and how often must disclosures be updated? Is there an obligation to make continuing disclosure to existing franchisees?

Please refer to our answer to question 1.5 above.

1.8 What are the consequences of not complying with mandatory pre-sale disclosure obligations?

Please refer to our answer to question 1.5 above.

1.9 Are there any other requirements that must be met before a franchise may be offered or sold?

There are no prescribed requirements that must be met.

1.10 Is membership of any national franchise association mandatory or commercially advisable?

No, membership of a national franchise association is not mandatory. There is also no commercial benefit derived from belonging to a national franchise association.

1.11 Does membership of a national franchise association impose any additional obligations on franchisors?

No, membership of a national franchise association does not impose any additional obligations on franchisors.

1.12 Is there a requirement for franchise documents or disclosure documents to be translated into the local language?

There is no legal requirement that mandates that documents should be translated into a local language. However, as the official language in Nigeria is English, in practice, all documents are required to be in the English language.

Business Organisations Through Which a Franchised Business Can be Carried On

2.1 Are there any foreign investment laws that impose restrictions on non-nationals in respect of the ownership or control of a business in your jurisdiction?

Yes, there are. Generally, under the Companies and Allied Matters Act, 2020, every person who intends to carry on business in Nigeria must, in the first instance, incorporate a local company for that purpose. Furthermore, the Immigration Act 2015 and the Nigerian Investment Promotion Commission Act, Chapter NI, Laws of the Federation of Nigeria, 2004 provide that a company with non-nationals must ensure that it registers its business, and also obtains a business permit, to be able to carry on business in Nigeria.

2.2 What forms of business entity are typically used by franchisors?

In Nigeria, the business entities typically used by franchisors are limited liability companies, which may be either private or public.

2.3 Are there any registration requirements or other formalities applicable to a new business entity as a pre-condition to being able to trade in your jurisdiction?

To commence trading in Nigeria, a new business entity must fulfil the following requirements:

- register with the Nigerian Investment Promotion Commission (applies only to companies with foreign participation);
- register with the Federal Inland Revenue Service for tax purposes;
- open a corporate bank in a commercial bank in Nigeria and import capital; and obtain a business permit and expatriate quota from the Ministry of Interior (applies only to companies with foreign participation and in cases where foreigners are to be employed).

Certain sector-specific requirements could also apply, depending on the sector in which the new business entity intends to operate.

Protecting the Brand and Other Intellectual Property

4.1 How are trade marks protected?

An invented word, device, label, ticket, brand, letter, numeral, company name or any combination of the above can be registered with the Trademarks Registry as a trademark in Nigeria. Marks that are deceptive or scandalous, generic and descriptive, geographical names in their ordinary signification, or chemical substances cannot be registered as trademarks.

Nigeria is a first-to-file jurisdiction; therefore, for a mark to enjoy statutory protection, it must be registered in Nigeria. An application to register a trademark must be made to the Registrar of Trademarks and must contain the specification of goods.

The registration process currently takes between 12 and 18 months. A trademark is registered for an initial period of seven years but can be renewed for further periods of 14 years.

An unregistered trademark can be protected in Nigeria under the common law tort of passing off. For this purpose, the owner of the unregistered mark must show that:

- The trademark has acquired goodwill.
- Use of the mark by the third party is likely to result in confusion or deception.
- Use of the trademark by the third party is likely to cause damage.

4.2 Are know-how, trade secrets and other business-critical confidential information (e.g. the Operations Manual) protected by local law?

Trade secrets and confidential information do not have statutory protection in Nigeria but may be protected by contract, law of tort and other basic legal principles.

4.3 Is copyright (in the Operations Manual or in proprietary software developed by the franchisor and licensed to the franchisee under the franchise agreement) protected by local law?

Yes, operations manuals and proprietary software are regarded as literary works, which are protected as copyrights.

An application may be made to the Nigerian Copyrights Commission to register a work that is eligible for protection under Nigerian law. However, this registration does not confer copyright, as copyright arises automatically upon the creation of a work. A work is not eligible for copyright protection unless sufficient effort has been expended to give it an original character and it is fixed in a definite medium of expression.

The registration/entry of the work into the copyright register only serves as evidence (at first instance) of the work and the particulars entered into the register.

Liability

5.1 What remedies can be enforced against a franchisor for failing to comply with mandatory disclosure obligations? Is a franchisee entitled to rescind the franchise agreement and/or claim damages?

As a result of the absence of a franchise-specific law, there are no mandatory disclosure requirements or formalities that apply to a franchise arrangement. Disclosure requirements under the laws of contract will, however, apply. For instance, the principle of misrepresentation under the common law of contract will apply to a franchise relationship. The franchisee may be entitled to rescind the agreement and/or claim damages, depending on the terms of the agreement and what amounts to a material breach, as agreed by the parties.

5.2 In the case of sub-franchising, how is liability for disclosure non-compliance or for pre-contractual misrepresentation allocated between franchisor and master franchisee? If the franchisor takes an indemnity from the master franchisee in the Master Franchise Agreement, are there any limitations on such an indemnity being enforceable against the master franchisee?

Please refer to our answer to question 5.1 above.

5.3 Can a franchisor successfully avoid liability for pre-contractual misrepresentation by including a disclaimer in the franchise agreement?

There are no statutory restrictions on the inclusion of a disclaimer in a franchise agreement, nor is there Nigerian case law on this specific point. Nigerian Courts, however, do not take a lenient approach towards pre-contractual misrepresentations. In *Kuforji & Anor v. V.Y.B Nig. Ltd* (1981) LPELR-1716(SC), the Supreme Court held that where pre-contractual misrepresentation induces the party to whom such representation is made to enter into a contract, a valid cause of action arises.

5.4 Does local law permit class actions to be brought by a number of aggrieved franchisees and, if so, are class action waiver clauses enforceable?

As a result of the absence of franchise-specific laws in Nigeria, there is no law that regulates the institution of class actions by aggrieved franchisees. Under Nigerian civil law, however, the institution of class actions by aggrieved persons is permitted.

A franchise agreement may, however, have specific dispute resolution clauses that would provide that any dispute that arises between the franchisor and the franchisee must be settled by arbitration or other alternative dispute resolution mechanisms. This may prevent the aggrieved franchisees from bringing a class action as they would all have to institute their respective suits against the franchisor.

Governing Law

6.1 Is there a requirement for franchise documents to be governed by local law? If not, is there any generally accepted norm relating to choice of governing law, if it is not local law?

Contracting parties generally have the freedom to choose the law that would regulate their transaction and the courts would generally uphold foreign choice of law clauses as long as these do not violate the provisions of any Nigerian law.

However, by virtue of Section 6 (2) of the NOTAP Act, NOTAP may refuse to register any agreement that compels the franchisee to submit to foreign jurisdiction in any controversy arising for a decision concerning the interpretation or enforcement in Nigeria of any such contract or agreement or any provisions thereof.

Though, in practice, NOTAP has a preference for the adoption of Nigerian law as the governing law of a franchise agreement, it is not unusual for the choice of law of a foreign jurisdiction to be accepted, particularly English law.

6.2 Do the local courts provide a remedy, or will they enforce orders granted by other countries' courts, for interlocutory relief (injunction) against a franchisee to prevent damage to the brand or misuse of business-critical confidential information?

Interim/interlocutory foreign orders/judgments are not enforceable in Nigeria. Nigerian courts will permit the registration and enforcement of a foreign order/judgment only if it is final and conclusive between the parties thereto and it is payable, there- under, a sum of money, not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty.

6.3 Is arbitration recognised as a viable means of dispute resolution and is your country a signatory to the New York Arbitration Convention on the Recognition and Enforcement of Foreign Arbitral Awards? Do businesses that accept arbitration as a form of dispute resolution procedure generally favour any particular set of arbitral rules?

Yes, arbitration is recognised as a viable means of dispute resolution and Nigeria is a signatory to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Nigeria acceded to the convention on March 17, 1970 and it came into force on June 15, 1970. The convention is set out in the Schedule 2 to the Arbitration and Conciliation Act, Chapter A18, Laws of the Federation of Nigeria ("Arbitration Act"), pursuant to Section 54 (1) of the Arbitration Act.

The more commonly used arbitral rules include: the Arbitration Rules made pursuant to the Arbitration Act; the United Nations Commission on International Trade Law ("UNCITRAL") Rules; and the Rules of Arbitration of the International Chamber of Commerce.

Real Estate

7.1 Generally speaking, is there a typical length of term for a commercial property lease?

Typically, leases are granted for a term of three to five years and are made subject to renewal by the parties.

7.2 Is the concept of an option/conditional lease assignment over the lease (under which a franchisor has the right to step into the franchisee/tenant's shoes under the lease, or direct that a third party (often a replacement franchisee) may do so upon the failure of the original tenant or the termination of the franchise agreement) understood and enforceable?

While this is not a common arrangement in Nigeria, and can even be considered unusual, an agreement of the parties in relation to a conditional lease will be enforceable.

7.3 Are there any restrictions on non-national entities holding any interest in real estate, or being able to sub-lease property?

Yes, the Acquisition of Lands by Aliens Law of the various states in Nigeria contains restrictions on the right of non-national entities to acquire interest in real estate.

Under the Acquisition of Lands by Aliens Law of Lagos State, for instance, non-national entities are not permitted to acquire any interest or right (for more than three years) in or over any land from a Nigerian, unless the transaction under which such interest or right is being acquired has been previously acquired by the Governor.

7.4 Give a general overview of the commercial real estate market. To what extent has the real estate market been affected by the Coronavirus pandemic? Specifically, can a tenant expect to secure an initial rent-free period when entering into a new lease (and if so, for how long, generally), or are landlords demanding "key money" (a premium for a lease in a flagship location)?

The real estate market in Nigeria has not been significantly affected by the Coronavirus pandemic.

It is possible for a tenant in Nigeria to enjoy rent-free periods or periods where lower rent may be paid, especially where the tenant intends to make significant renovations that will improve the value of the leased property. Rental value is generally dictated by a number of factors, including the location and state of a property.

Online Trading

8.1 If an online order for products or request for services is received from a potential customer located outside the franchisee's exclusive territory, can the franchise agreement impose a binding requirement for the request to be re-directed to the franchisee for the territory from which the sales request originated?

Yes, the franchise agreement may contain provisions to this effect.

8.2 Are there any limitations on a franchisor being able to require a former franchisee to assign local domain names to the franchisor on the termination or expiry of the franchise agreement?

No, there are no such specific limitations.

However, NOTAP has the power to refuse the registration of a franchise agreement that imposes an obligation on a franchisee to assign to the franchisor, or any other person designated by the franchisor, patents, trademarks, technical information, innovations or improvements obtained by the franchisee with no assistance from the franchisor or such other person.

Termination

9.1 Are there any mandatory local laws that might override the termination rights one might typically expect to see in a franchise agreement?

There are no mandatory laws that might override the termination rights of the parties to a franchise agreement. The terms on which a franchise agreement will be terminated, and the consequences of such termination, will be as agreed by the parties in the franchise agreement.

9.2 Are there local rules that impose a minimum notice period that must be given to bring a business relationship that has existed for a number of years to an end, which will apply irrespective of the length of the notice period set out in the franchise agreement?

Please see our response to question 9.1 above.

Joint Employer Risk and Vicarious Liability

10.1 Is there a risk that a franchisor may be regarded as a joint employer with the franchisee in respect of the franchisee's employees? If so, can anything be done to mitigate this risk?

The risk that the franchisor may be regarded as a joint employer may arise if the franchisor performs, in respect of the franchisee's employees, certain duties of an employer, such as paying salaries, carrying out performance evaluations and appointing or terminating employments.

In view of the limited amount of control that a franchisor is permitted to exercise over the operations of a franchisee by NOTAP, this risk should be mitigated if the parties in their operations comply with the NOTAP Act and guidelines.

It is also common for clauses expressly stating that neither party is an employee, agent or partner of the other to be inserted into franchise agreements.

10.2 Is there a risk that a franchisor may be held to be vicariously liable for the acts or omissions of a franchisee's employees in the performance of the franchisee's franchised business? If so, can anything be done to mitigate this risk?

No, this risk will only arise where the franchisor and franchisee are regarded as co-employers.

Currency Controls and Taxation

11.1 Are there any restrictions (for example exchange control restrictions) on the payment of royalties to an overseas franchisor?

Yes, one of the consequences of a failure to obtain NOTAP's approval in respect of a franchise agreement is that the franchisee will be unable to make remittances to an overseas franchisor from funds obtained from the official foreign exchange market.

By virtue of the provisions of the Foreign Exchange Manual issued by the Central Bank of Nigeria, offshore franchise fee payments can only be made by a commercial bank, upon presentation of the prescribed documentation. These include:

- a duly completed Form "A";
- a certified copy of the franchise agreement registered by NOTAP;
- a certificate of registration issued by NOTAP;
- a demand note from the franchisor;
- evidence of payment of tax on the amount to be remitted; audited account for the relevant period; and
- confirmation of reasonableness of fees from NOTAP.

Payments to an overseas franchisor may be made in any convertible currency, including British Pounds, United States Dollars and Euros.

11.2 Are there any mandatory withholding tax requirements applicable to the payment of royalties under a trade mark licence or in respect of the transfer of technology?

Can any withholding tax be avoided by structuring payments due from the franchisee to the franchisor as a management services fee rather than a royalty for the use of a trademark or technology?

Yes, withholding tax at a rate of 10% will apply to royalty payments made to an overseas franchisor.

The tax exposure of the franchisor may be reduced if the franchisor is incorporated in a country with which Nigeria has a double taxation agreement. Some of the countries with which Nigeria currently has a double taxation agreement include: Belgium; Canada; China; the Czech Republic; France; Italy; the Netherlands; Pakistan; Romania; the Slovak Republic; South Africa; and the United Kingdom.

The withholding tax requirement will not be avoided by structuring royalty payments as a management services fee as the same withholding tax rate will apply.

11.3 Are there any requirements for financial transactions, including the payment of franchise fees or royalties, to be conducted in local currency?

Yes, all transactions conducted between a Nigerian franchisor and franchisee are to be denominated in Naira, which is the official currency in Nigeria. This will not apply to payments from a local franchisee to a foreign franchisee or any other foreign entity.

Commercial Agency

12.1 Is there a risk that a franchisee might be treated as the franchisor's commercial agent? If so, is there anything that can be done to help mitigate this risk?

Under the common law doctrine of privity, it is only the parties to a contract that can enforce the contract with the aim of seeking its benefits. The contract cannot bind a third party, and third parties cannot take or accept the benefits or liabilities under it. On this basis, a third party cannot seek to enforce a franchise agreement to which it is not a party; and neither can a third party sue a franchisor for business relations between itself and the franchisee.

An exception to this doctrine is where an agency relationship can be established, as between the franchisor and franchisee and, in which case, the franchisee is construed as being the franchisor's agent. In this case, the franchisor may be liable for the actions of the franchisee.

However, in many cases, the franchisee is a distinct business entity from the franchisor and it may be difficult for a third party to prove an agency relationship between the franchisor and the franchisee, i.e. it dealt with the franchisee under the impression that it was in fact dealing with the franchisor.

Good Faith and Fair Dealings

13.1 Is there any overriding requirement for a franchisor to deal with a franchisee in good faith and to act fairly in its dealings with franchisees according to some objective test of fairness and reasonableness?

There are no express or implied obligations imposed on a franchisor under Nigerian law. The obligations of the parties will be determined by the express provisions of the franchise agreement.

13.2 Is there any limitation on a good faith obligation being unenforceable if it only applies from franchisee to franchisor, rather than being mutual?

Please refer to our response to question 13.1 above.

Ongoing Relationship Issues

14.1 Are there any specific laws regulating the relationship between franchisor and franchisee once the franchise agreement has been entered into?

No, there are no specific laws. The laws of contract will operate to regulate the relationship between a franchisor and franchisee.

Franchise Renewal

15.1 What disclosure obligations apply in relation to a renewal of an existing franchise at the end of the franchise agreement term?

There is no law that imposes disclosure obligations in relation to the renewal of an existing franchise. However, the laws of contract will operate to enforce any contractual terms on renewal, which may be contained in a franchise agreement.

15.2 Is there any overriding right for a franchisee to be automatically entitled to a renewal or extension of the franchise

agreement at the end of the initial term irrespective of the wishes of the franchisor not to renew or extend?

Please see our response to question 15.1 above.

15.3 Is a franchisee that is refused a renewal or extension of its franchise agreement entitled to any compensation or damages as a result of the non-renewal or refusal to extend?

Please see our response to question 15.1 above.

Franchise Migration

16.1 Is a franchisor entitled to impose restrictions on a franchisee's freedom to sell, transfer, assign or otherwise dispose of the franchised business?

Yes. This may be regulated by contract between the franchisor and franchisee.

16.2 If a franchisee is in breach and the franchise agreement is terminated by the franchisor, will a "step-in" right in the franchise agreement (whereby the franchisor may take over the ownership and management of the franchised business) be recognised by local law, and are there any registration requirements or other formalities that must be complied with to ensure that such a right will be enforceable?

Yes, a step-in right will be recognised under Nigerian law. The formalities for this will depend on how the parties intend for the step-in right to be exercised.

16.3 If the franchise agreement contains a power of attorney in favour of the franchisor under which it may complete all necessary formalities required to complete a franchise migration under pre-emption or "step-in" rights, will such a power of attorney be recognised by the courts in the jurisdiction and be treated as valid? Are there any registration or other formalities that must be complied with to ensure that such a power of attorney will be valid and effective?

Yes, such a power of attorney will be recognised by the courts. Note, however, that a power of attorney requiring the donee to execute a deed must be under seal.

Although attestation of a power of attorney is not a mandatory requirement, it is necessary that a power of attorney be attested to by a Notary Public, Judge or Magistrate for the presumption of due execution. Where the power of attorney is executed outside Nigeria, it may be witnessed by a Notary Public who attests or certifies deeds and other documents and has worldwide recognition.

Electronic Signatures and Document Retention

17.1 Are there any specific requirements for applying an electronic signature to a franchise agreement (rather than physically signing a “wet ink” version of the agreement), and are electronic signatures recognised as a valid way of creating a binding and enforceable agreement?

Generally, electronic signatures are acceptable and recognised as a valid way of creating a binding agreement. Statutory provisions in support of this are found in the Evidence Act 2011 and the Cybercrimes (Prohibition, Prevention, etc.) Act 2015. Note, however, that in Nigeria, many government agencies, and in particular, NOTAP, require “wet ink” signatures on documents submitted to them.

17.2 If a signed/executed franchise agreement is stored electronically (either having been signed using e-signatures or a “wet ink” version having been scanned and saved as an electronic file), can the paper version of the agreement be destroyed?

Yes. Under Nigerian evidence law, copies of a document made from the original by mechanical or electronic processes can be admitted as secondary evidence if the original has been lost.

It is, however, not advisable to destroy the hard copy of the agreement without cause. Please also take note of our response for question 17.1 above.

Current Developments

18.1 What is the biggest challenge franchising is facing in your jurisdiction and how are franchisors responding to that challenge?

A challenge franchising is currently facing in Nigeria is access to foreign currency, with which payments under franchise agreements are to be made, and the constant devaluation of the Naira in relation to the United States Dollar, which has resulted in higher costs for franchises as Nigeria is largely import-dependent.

The increase of value-added tax from 5% to 7.5% has also led to an increase in the cost of goods and services required by franchises.

The recent government policy removing fuel subsidy is also likely to have a significant impact on the cost of doing business in general. Franchise systems will be impacted by this, since raw material costs, as well as transportation and employee costs, are likely to increase. It also remains to be seen if the resulting inflation will impact on customer purchasing behaviour, especially as it relates to inessential products or services.

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