

REPRO Agency Ltd. - Terms and Conditions

IMPORTANT - Preliminary Note

Before you read the articles listed below, please consider the following preliminary terms that constitute an essential part of the Terms and Conditions and note the definitions in Article 1.

In this legal document, when an individual or REPRO Agency signs up to be an agent of the Company: REPRO Agency, they will be referred to as ("**The Agent**") - whereby the Agent will market and sell the Product according to the terms and conditions herein. REPRO Agency that owns or has the sole right to market the real estate products being sold will be referred to as ("**REPRO Agency**").

REPRO 10X and reproagency.com is owned and operated by REPRO Agency.

1. Assignment of Right

With certain limitations stated herein, REPRO Agency hereby authorizes the Agent the right to market and offer for sale the Products according to the terms and limitations stated in this Agency Terms and Condition.

1. The Agent shall only market and offer for sale the products, as defined in this Terms and Condition.
2. REPRO Agency reserves the right to add to or subtract from the list of Products authorized on Exhibit A attached hereto with notice to the Agent.

2. Trademark Rights

The Agent agrees and acknowledges the following with regard to REPRO Agency's trademark:

- a. REPRO Agency is the sole and exclusive owner to all right, title and interest in (the "REPRO Agency Trademarks") which the Agent may utilize in performing the services herein.
- b. REPRO Agency hereby grants to the Agent a non-exclusive, non-transferable, revocable right to use REPRO Agency Trademarks as necessary to market and offer for sale the Products.

3. Agent Responsibilities

In marketing and offering the Products for sale, the Agent shall:

1. Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
2. Maintain reasonable technical and practical knowledge with regard to the Products;
3. Utilize promotional materials provided to the Agent by REPRO Agency for the purpose of marketing and selling the Products;
4. If requested by REPRO Agency, attend and participate in trade shows and conventions related to the Products;
5. Promptly respond to all communications by customers and REPRO Agency regarding the Products;
6. Reasonably assist REPRO Agency with regard to any and all collection matters as requested by REPRO Agency; and
7. Prepare and maintain any reports and documentation, as requested by REPRO Agency.

4. Commission

REPRO Agency shall pay to the Agent [Percentage as detailed in Appendix 1] of all Net Product Sales directly from the Agent's efforts. "Net Product Sales" shall be defined as the amount of sales revenue from any sales made by the Agent less tax, any chargebacks, returns, or defaults by customers.

1. Should the Parties terminate this Terms and Condition for any reason, REPRO Agency shall pay the Agent only for sales of the Products made prior to the termination date.
2. In the event that the Agent receives commission payments for purchases that are due for refunds or are subsequently refunded or the Company otherwise fails to realize the income from such a sale, the Agent shall offset any future commissions paid, by the amount of the commission refund requested.
3. In the event that the Agent receives commission payments for purchases that are due for refunds or subsequently refunded, and the Agent has no future commissions due, the Agent shall

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refund the commissions received to REPRO Agency or her partner company within 30 days of commissions request.

4. Payments shall be made to the Agent on or before [the first Thursday after client payment is received] on or before [11:59pm].

5. Confidentiality

1. The Agent shall not disclose to any third party any details regarding REPRO Agency's business, including, without limitation any information regarding any of REPRO Agency's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by REPRO Agency, or (iii) use Confidential Information other than solely for the benefit of REPRO Agency.
2. Immediately upon termination of the relationship between REPRO Agency and the Agent, the Agent shall return to REPRO Agency any documents pertaining to REPRO Agency's business or any of its trade secrets which are in the Agent's possession.

6. Term and Termination

1. This Terms and Condition shall commence upon the date of sign up and continue until either Party terminates the alignment/signup in writing.
2. Upon such termination, the Agent shall cease marketing and offering for sale the Products and shall continue to abide by the obligation refrain from sharing with any third party any of REPRO Agency's confidential information.

7. Indemnification

The Agent agrees to indemnify, defend, and protect REPRO Agency from and against all lawsuits and costs of every kind pertaining to any violation of the law, this Terms and Condition, or the rights of any third party by the Agent while acting pursuant to this Terms and Condition. Such costs include but are not limited to reasonable legal fees.

8. No Modification Unless in Writing

No modification of this Terms and Condition shall be valid unless in writing and shall be made public to all Agents.

9. Applicable Law

This Terms and Condition and the interpretation of its standings shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria and subject to the exclusive jurisdiction of the federal and state courts located in Lagos State, Nigeria.

Appendix 1

S/N	PRODUCTS	LOCATION	DIRECT COMMISSION	INDIRECT COMMISSION
1	OTTA LAKES AND COUNTRY ESTATE	Ota, Ogun State	25%	5%
2	LEKKI VALE ESTATE	Ibeju Lekki, Lagos	15%	5%
3	HUNDRED OAKS ESTATE	Ajah, Lagos	10%	3%