**MYABUJAHOME AGENT AGREEMENT**

I/We (if Company) ……………...……...…………….……………………………………………………………………… of……………………………..……..…………………………………….……………………(**hereinafter referred to as the “AGENT”)** with Phone Number: ……………………………………………………………., and email address……………………………………………………………………..agree to offer non-exclusive corporate representation (to facilitate advertising, marketing, securing prospective clients, investment, and projects) for **MYABUJAHOME LIMITED,** a corporate entity registered under the companies and allied matters act, having a registered office address at Flat 5, Close 14a, His Grace Pavilion Estate, Apo-Wumba, Abuja, involved in providing residential real estate products, landed property, consulting and project management (**hereinafter referred to as “MYABUJAHOME”).**

**TERMS AND CONDITIONS**

1. **OBLIGATIONS OF THE AGENT AND MYABUJAHOME**
2. That the Agent shall representMYABUJAHOME positively and provide clients with truthful information and data.
3. That the Agent is not permitted to negotiate any transaction on behalf of MYABUJAHOME.
4. That the Agent shall market products and services that are available after confirming from MYABUJAHOME of their availability.
5. That the Agent shall abide by the guidelines as stated.
6. That the Agent shall prevent anything that may cause the integrity of MYABUJAHOME to be questioned.
7. That the Agent shall source for interested or potential clients and complete **Client Application Form, Attach Passport Photograph, Attach Valid Copy of Identification Card of Client, and highlight Preferences if any** to enable MYABUJAHOME process the application of clients.
8. That MYABUJAHOME / the PROPERTY OWNER, will provide the Agent with a Provisional Letter of Allocation for the client following confirmation of initial payment.
9. That all payments should be made into PARTNER/PROPERTY OWNERS’s accounts as directed ONLY
10. Where a client makes payment, the Agent should inform MYABUJAHOME of same, with a copy of receipt from client, and provide reminders to client on subsequent due dates.
11. That any payment by or on behalf of the client should indicate the invoice reference number.
12. That MYABUJAHOME will require 48 hours to verify and confirm all payments before issuance of receipts (it may take longer for offshore transfers or similar cases).
13. That MYABUJAHOME shall provide necessary information materials (**electronic format**) that may be needed by the Agent in the course of his/her marketing of products and services to clients.
14. **COMMISSION**

The parties hereby agree that the commission will be paid as follows:

1. The Agent, the EXECUTIVE MARKETING OFFICER (**EMO**) and the ASSISTANT MARKETING OFFICER (**AMO**), will be entitled to a commission of 10% and 7% respectively, on any **landed property**, only when monthly targets are met, and half of the commission where when monthly targets are NOT met.
2. The Agent, the EXECUTIVE MARKETING OFFICER (**EMO**) and the ASSISTANT MARKETING OFFICER (**AMO**), will be entitled to a commission of 4% and 3% respectively, on any **building property**, only when monthly targets are met, and half of the commission where when monthly targets are NOT met.
3. In a situation where the transaction falls into debt recovery, the Agent will receive 1% only on outstanding payment
4. In a situation where the Agent gives the lead to MYABUJAHOME for transaction closure, the **EMO** & **AMO** receive only 50% of the applicable commission.
5. All commissions due to be paid shall be subject to a 5% Withholding Tax (WHT) deduction for individuals and 10% WHT for corporate organizations
6. It should be noted that the commission will only be on monies paid by a client at a time (pro-rata).
7. MYABUJAHOME reserves the right to restructure the commission on any of the properties/products as it deems fit.
8. An Agent is only entitled to the commission of the client that he/she introduced. Where the client of the Agent introduces another client, the commission will either be claimed by the client or remain for MYABUJAHOME.
9. The Agent assigns the account details herein to receive all commission payments from MYABUJAHOME:
10. ACCT NAME:……………………………………………………......................................
11. ACCT NO:………………………………………………………………………

BANK NAME………………………………………………………………..…

1. **CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS**
	1. Where the Agent misrepresents MYABUJAHOME in any form or way, he/she will be sanctioned as deemed fit by MYABUJAHOME
	2. Where the Agent lies or gives wrong information to a client regarding the sale of any land, unit or completion period of properties, he/she will be held responsible, nor will MYABUJAHOME be held liable to remedy any such circumstance.
	3. Where the Agent has breached any of these terms and conditions, he/she will have no dealings with MYABUJAHOME again.
2. **CONFIDENTIALITY**
3. The Agent shall not disclose to any 3rd-party any details regarding MYABUJAHOME’s businesses, including, without limitation, any information regarding the client’s customer information, business plans, technology, methodology or price points.
4. The Agent will not make any copies of confidential information or any content based on the concepts contained with the confidential information for personal use or distribution unless requested to do so by MYABUJAHOME or the client
5. **DISPUTES AND ARBITRATION**
	1. Where there is a dispute regarding client representation and commission, the discretion of who gets paid lies solely on MYABUJAHOME LIMITED.
	2. Where disputes or differences arise between the parties hereto in connection with or arising out of this Agreement which cannot be amicably resolved by the parties after having exhausted all possible mediation process, such dispute or difference shall be referred to arbitration in accordance to the Arbitration and Conciliation Act Cap A19 of the Laws of the Federal Republic of Nigeria.
	3. The aforesaid arbitrators shall be duly constituted by a panel of three Arbitrators. Each party shall appoint an arbitrator and the two parties shall appoint the presiding Arbitrator.
	4. The sitting of the Arbitration shall be in Abuja.
	5. Where both parties are not satisfied with the findings of the Arbitration, they can resolve to settle the dispute in court.

In signing this Agreement, I hereby acknowledge my acceptance of, and agreement with the terms and conditions, as well as payment terms presented herein for my/our services as an for MYABUJAHOME. This acceptance/agreement is made this --------------------- day of ------------------------- 20\_\_.

SIGNATURE………………………………………. **(Attach valid ID or CAC Certificate of Incorporation for Legal Entities).**

**FOR OFFICIAL USE ONLY**

Approved/Decline………………………………………………………………………………

Signature………………………………………………………………………………………...

Date…………………………………………………………………………………………...