



NO A92 LIAS Estate,
Life Camp, Kafe District,
Abuja
+234 (0) 809 901 1990
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TRUSS AFFILIATE AGREEMENT

I/We (if Company)

of (hereinafter referred to as the "Truss

Affiliate") with Phone Number, and email address

Agree to offer non-exclusive corporate representation (to facilitate advertising, marketing, securing prospective clients, and projects) for TRUSS CONSTRUCTION &

PROPERTIES, a corporate entity registered under the companies and allied matters act, having a registered office address at No A92 Lias Estate Life camp Abuja involved in providing residential real estate products, consulting, and project management (hereinafter referred to as "TRUSS").

TERMS AND CONDITIONS

1.0 OBLIGATIONS OF THE AFFILIATE AND TRUSS

- i. That the Affiliate shall represent TRUSS positively and provide clients with truthful information and data.
- ii. That the Affiliate is not permitted to negotiate any transaction on behalf of TRUSS.
- iii. That the Affiliate shall market products and services that are available after confirming from TRUSS of their availability.
- iv. That the Affiliate shall abide by the guidelines on correspondence management (attached herewith).
- v. That the Affiliate shall prevent anything that may cause the integrity of TRUSS to be questioned.
- vi. That the Affiliate 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 TRUSS process the application of clients.
- vii. That TRUSS will provide the Affiliate with a Provisional Letter of Allocation for the client following confirmation of initial payment.
- viii. That all payments should be made into TRUSS's accounts ONLY
- ix. Where a client makes payment, the Affiliate should inform TRUSS of same and provide reminders to client on subsequent due dates.
- x. That any payment by or on behalf of the client should indicate the invoice reference number.
- xi. That TRUSS will require 48 hours to verify and confirm all payments before issuance of receipts (it may take longer for offshore transfers or similar cases).

xii. That TRUSS shall provide necessary information materials (electronic format) that may be needed by the Affiliate in the course of his/her marketing of products and services to clients.

2.0 COMMISSION

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

- i. The Affiliate will be entitled to a commission of 5% on any property in a situation where the Affiliate single-handedly closes the transaction. In a situation where the transaction falls into debt recovery, the affiliate will receive 5%.
- ii. In a situation where the affiliate gives the lead to the company for transaction closure, the Affiliate receives 5%.
- iii. The Affiliate will be entitled to a commission of between 1-5% on the amount raised for project investment.
- iv. The Affiliate will be entitled to a commission of between 1-5% on the agreed land value for a Joint Venture project.
- v. All commissions due to be paid shall be subject to a 5% Withholding Tax (WHT) deduction for individuals and 10% WHT for corporate organizations.
- vi. It should be noted that the commission will be on monies paid by a client at a time.
- Vii. In the case of a discount sale, the commission paid will be subject to the discretion of TRUSS (between 1- 5%)
- viii. TRUSS reserves the right to restructure the commission on any of the properties/products as it deems fit.
- ix. An Affiliate is only entitled to the commission of the client that he/she introduced. Where the client of the Affiliate introduces another client, the commission will either be claimed by the client or remain for TRUSS.
- x. The Affiliate assigns the account details herein to receive all commission payments from TRUSS:
- xi. ACCT NAME.....
- xii. ACCT NO..... BANK NAME.....

3.0 CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS

- i. Where the Affiliate misrepresents TRUSS in any form or way, he/she will be sanctioned as deemed fit by TRUSS
- ii. Where the Affiliate lies or gives wrong information to a client regarding the sale of any unit or completion period of properties, he/she will be held responsible nor will TRUSS be held liable to remedy any such circumstance.
- iii. Where the Affiliate has breached any of these terms and conditions, he /she will have no dealings with TRUSS again.

4.0 CONFIDENTIALITY

- i. The Affiliate shall not disclose to any 3rd-party any details regarding TRUSS's businesses, including, without limitation, any information regarding the client's customer information, business plans, technology, methodology or price points.
- ii. The Affiliate 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 TRUSS or the client.

5.0 DISPUTES AND ARBITRATION

1. Where there is a dispute regarding client representation and commission, the discretion of who gets paid lies solely on TRUSS.
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 a TRUSS Affiliate. 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/Declined

Signature