

E-TERRA SERVICE AGENT (ESA) CONTRACT AGREEMENT

This Agreement is made on this ----- day of ----- 200----- by and between **E-Terra Technologies Limited** a company having its office at No. 2 Ibikunle Close Via Harvey Street, off Hebert Macaulay Road, Yaba, Lagos (hereinafter called the “Company”) and -----, a having his address at -----(hereinafter called “Agent”) and both Parties hereto have agreed as follows :

1. **Sales Products**

The Company is engaging agents to sell its primary service of destruction/shredding of sensitive data containing devices like hard disc, tapes, servers etc and other associated business such as collection/refurbishing and decommissioning of electronic waste products.

2. **Sales Territory**

“Agent” shall act as a sales agent for the “Company” within the entire territory of the Federal Republic of Nigeria.

3. **Scope of Engagement**

The Company is desirous of engaging impact agents to penetrate high-end target clients who will utilize their networks and spheres of influence to attract business for the Company and boost its sales.

4. **Obligations of Company**

- i. Appoint the agent and define the scope of his contract and specify performance target which the agent is expected to meet within the agreed timeframe using his best and utmost efforts.
- ii. Provide the Agent with all necessary materials and assistance needed to achieve his targets.

5. **Obligations of Agent**

- i. Source, prospect and win business contacts for the company within its immediate and external locales.
- ii. **Provide initial information and work to ensure that the business is consummated in full.**
- iii. Conduct preliminary surveys with clients/prospects on behalf of the company.
- iv. Inform and advise the Company on bids and procurement processes.
- v. Not to bind the Company into any contracts without involving the company in the final contract negotiating, pricing and execution.
- vi. To make full disclosure on the terms and conditions of every prospective business to help the company make an informed decision.

6. **Agent’s Commission**

Commission rate will be based on the share of the returns and profit made on each contract. The Agent will be entitled to five (10) % of the net proceeds of the contract as commission, and such commission is VAT deductible. Where the Agent wins contract in the company’s secondary services sector such as collection, refurbishing and decommissioning of e-waste, the commission rate

may be negotiated at the instance of the parties.

7. **Duration of Agreement**

This Agreement is effective from () of () 200--, and shall remain effective, **subject to satisfactory performance**, until it is formally dissolved.

8. **Governing Laws**

The Agreement shall be governed by Nigerian Laws and parties agree to comply with all relevant rules and regulations.

9. **Termination**

Both parties can decide to terminate the contract at any time e.g agent has no more useful government/business connection.

The Company can terminate the agreement where in its opinion, the Agent has failed to perform satisfactory on its obligation or where a fundamental breach of the contract has occurred. In the event of this Agreement being terminated by the Company for any reason other than willful misconduct on the part of the Agent, the Agent shall be entitled to be compensated for the unpaid commission due to him and nothing more.

10. **Unauthorised Acts of the Agent**

The Company will not be responsible for the unauthorised acts of the Agent and these shall include activities that are outside the scope of this contract and where the Agent fails to carry the company along in the performance of a contract.

11. **Dispute Resolution**

Any disputes or claims which may not be resolved amicably between the parties hereto shall be settled by arbitration in Lagos, Nigeria in accordance with the Arbitration and Conciliation Law of Nigeria.

IN WITNESS WHEREOF, the authorised representatives of the Parties have executed this Agreement made the day and year first above mentioned.

FOR AND ON BEHALF OF THE COMPANY, E-TERRA TECHNOLOGIES LTD

Signed by:

Name and title:

Date and place:

FOR AND ON BEHALF OF THE AGENT:

Name:

Address:

Date:

Signature: