

**AFFILIATE AGREEMENT**

**BETWEEN**

**MINKA ESTATES LTD  
(THE COMPANY)**

**AND**

**XYZ  
(THE AFFILIATE)**

**DATED THIS ..... DAY OF ..... 2022**

**PREPARED BY**

**REUBEN CHAKU, ESQ  
SMERB's ATTORNEYS**

Suite 9, Ajami Plaza,  
Behind A.A. Rano Service Station,  
Tafawa Balewa Way, Area III, Garki Abuja

## **AFFILIATE AGREEMENT**

This affiliate marketing agreement is made this ..... day of ..... 2022

### **BETWEEN**

**MINKA ESTATES LIMITED** of Suite E1, Ground Floor, Uyk Hexahub Plot 1077A Balanga Crescent, Off Uke Street, By Ahmadu Bello Way, Area 11, Garki, Abuja (hereinafter referred to as '**the Company**' which expression shall where the context so admits include its successors-in-title and assigns) of one part

### **AND**

..... of.....  
(hereinafter referred to as '**the Affiliate**' which expression shall where the context so admits include its successor-in-title and assign) of the other part.

### **WHEREAS:**

By virtue of a ..... The Company became vested with all that parcel of land situated at ..... Katampe, Abuja-FCT with file no. MISC ..... herein after referred to as THE ESTATE.

The Company is a private limited liability company incorporated under the laws of the Federal Republic of Nigeria and in the business of real estate and infrastructure development.

The Company is developing 6 units of 4 bedroom terraces on The Estate.

The Affiliate is desirous of marketing the products and services of the Company in consideration of and subject to the terms and conditions contained in this Agreement.

### **Now it is hereby agreed that:**

#### **a. Obligations**

- i. The Affiliate shall represent the Company positively and provide clients with truthful information and data.

- ii. The Affiliate is not permitted to inflate the price stated by the company for the property.
- iii. The Affiliate shall market products and services that are available after confirming from the Company of the availability of the product and service.
- iv. The Affiliate shall abide by any guidelines on correspondence management.
- v. The Affiliate shall prevent anything that may cause the integrity of the Company to be questioned.
- vi. 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 the Company process the application of clients.
- vii. The Company will provide the Affiliate with a Provisional Letter of Allocation for the client following confirmation of initial payment.
- viii. All payments shall be made into the Company's accounts ONLY
- ix. Where a client makes payment, the Affiliate should inform the Company of same and provide reminders to client on subsequent due dates.
- x. Any payment by or on behalf of the client should indicate the invoice reference number.
- xi. The Company 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. The Company 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

b. **Commission**

- 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 2.5% commission of the original sum.
- ii. In a situation where the affiliate gives the lead to the company for transaction closure, the Affiliate receives 3% commission.
- iii. All commissions due to be paid shall be subject to a 5% Withholding Tax (WHT) deduction for individuals and 10% WHT for corporate organisations.
- iv. It should be noted that the commission will be on monies paid by a client at a time.
- v. In the case of a discount sale, the commission paid will be subject to the discretion of the Company (between 1-5%).
- vi. The Company reserves the right to restructure the commission on any of the properties/products as it deems fit.
- vii. 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 the Company.
- viii. The Affiliate assigns the account details herein to receive all commission payments from MINKA ESTATES:  
ACCT NAME:  
ACCT NUMBER:  
BANK NAME:

### **c. Breach of Terms and Conditions**

- i.** Where the Affiliate misrepresents the Company in any form or way, he/she will be sanctioned as deemed fit by the Company.
- ii.** Where the Affiliate lies or gives wrong information to a client regarding the sale of any unit or completion period of properties, s/he will be held liable, the Company will not 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 the Company afterwards.

**d. Confidentiality**

- i.** The Affiliate shall not disclose to any 3rd-party any details regarding the Company'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 the Company or the client

**e. Dispute resolution**

- i.** Where there is a dispute regarding client representation and commission, the discretion of who gets paid lies solely on the Company.
- ii.** Any dispute concerning this Agreement that cannot be amicably resolved by the Parties hereto shall be referred to a three member Arbitration Panel, The Company and the Affiliate shall appoint an arbitrator each and the two appointed arbitrators shall appoint a third arbitrator who shall serve as the presiding Arbitrator of the arbitration

panel. The Arbitration proceedings shall take place in Abuja, FCT and shall be conducted in the English Language, in accordance to the Arbitration and Conciliation Act Cap A19 of the Laws of the Federal Republic of Nigeria.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement in the manner hereinafter stated the day and year first above written.

THE COMMON SEAL of the within named **COMPANY** was affixed hereunto in the presence of:

.....

.....

**DIRECTOR**

**SECRETARY**

Signed, Sealed and Delivered  
By the within named Affiliate

.....

.....

In the presence of:

Name:.....

Address:.....

Occupation:.....

Signature and Date:.....