**This Employment Contract** is made this …… day of …………………, 2021

**BETWEEN**

REALMEN INITIATIVE GLOBAL RESOURCES LTD of ………………………………………………………, Port-Harcourt, Rivers State, Nigeria (hereinafter referred to as **‘the Company’**, which expression shall, except repugnant to the context thereof, include its Representatives, Assigns, Agents, etc.) of the ONE PART;

**AND**

……………………………………… of …………………………………………… …………………………………………, Nigeria (hereinafter referred to as **‘the Rep’**), which expression shall, except repugnant to the context thereof, include his Representatives, Assigns, Estate, etc) of the OTHER PART.

**1.0 INTRODUCTION**

1.1 The Company, a duly registered business engaged in the business of providing service management services (including marketing and sales, building and real estate, entertainment, etc) is desirous of engaging the services of the Rep as a representative of the Company in different parts of Nigeria.

1.2 The Rep is interested and desirous of being engaged by the Company, and the parties have agreed to create a contractual relationship between them subject to the terms and conditions contained hereunder.

**2.0 NATURE OF ENGAGEMENT**

2.1 The nature of the engagement agreed to by the parties is that of commission-based agency/representation of the Company by the Rep within …………………… State, Nigeria (hereafter referred to as ‘the Territory’).

**3.0 COMMENCEMENT**

3.1 This Contract shall commence at such date and time as shall be indicated on an Engagement Letter which shall be issued by the Company to the Rep sequel to the execution of this Contract.

**4.0 DUTIES OF THE REP**

4.1 The Rep shall carry out the following duties:

a. Implement the awareness campaign strategy of the Company within the Territory

b. Market the services of the Company to prospective customers

c. Facilitate the procurement of jobs from customers for the Company

d. Carry out verification of vendors as directed by the Company

e. Monitor the activities of vendors during the execution of customer jobs and serve as quality control officer to ensure standards are met

and such other services and duties as may be assigned to the Rep from time to time by the Company.

**5.0 BEST EFFORTS OF THE REP**

5.1 The Rep agrees to perform faithfully, industriously, and to the best of his ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of the Company.

5.2 Such duties to be carried out by the Rep shall be provided at such place(s) as the needs, business, or opportunities of the Company may require from time to time.

**6.0 REP’S REMUNERATION**

6.1 The Rep shall be entitled to commission on every new job facilitated by the Rep, which shall be ten (10%) percent of the professional/workmanship fee from jobs facilitated by the Rep, as stated on the invoice issued for the job.

6.2 The Rep’s commission shall be paid by the Company within 7 days of the receipt of at least two-thirds of the professional/workmanship fee agreed for the execution of the job.

**7.0 CONFIDENTIALITY**

7.1 The Rep recognizes that the Company may have information regarding inventions, products, designs, processes, technical matters, trade secrets, copyrights, customer lists, prices, costs, discounts, affairs, and other vital information items (collectively referred to as ‘Information’) which are valuable, special and unique assets of the Company.

7.2 The Rep therefore agrees not to, at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of the Company. The Rep will protect the Information and treat it as strictly confidential.

7.3 A violation by the Rep of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief by the Company against the Rep.

7.4 If it appears that the Rep has disclosed (or has threatened to disclose) Information in violation of this Contract, the Company shall be entitled to an injunction to restrain the Rep from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. The Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

7.5 The confidentiality provisions of this Contract shall remain in full force and effect for a period of 2 years after the voluntary or involuntary termination of the employment.

**8.** **NON-CIRCUMVENTION AND NON-COMPETE AGREEMENT**

8.1 The Rep agrees and covenants that during the subsistence of the relationship created by this Contract and for a period of 1 year following the termination of the said relationship, the Rep shall not directly or indirectly engage in any business competitive with the Company. Directly or indirectly engaging in any competitive business includes, but is not limited to:

(a) engaging in a business as owner, partner, or agent,

(b) becoming a Rep of any third party that is engaged in such business,

(c) becoming interested directly or indirectly in any such business, or

(d) soliciting any customer of the Company for the benefit of a third party that is engaged in such business.

**9. RESTRICTION ON CONTRACTING POWER**

9.1 The Rep shall not have the power or right to enter any contracts or make any commitments for or on behalf of the Company without first obtaining the express written consent of the Company.

9.2 In the course of carrying out their duties, Reps are not allowed to collect money or to enter direct engagement with client on behalf of the Company but must ensure that all transactions between the Client and the Company are conducted through the Company’s recommended channels.

9.3 Where the Reps fail to comply with the provisions of 9.2 above, the Rep shall bear full liability that may arise from the said transaction.

**10. TERMINATION**

10.1 This Contract may be terminated by either party upon 2 (Two) weeks written notice. Where the Rep is in violation of the terms of this Contract, the Company may terminate this Contract without notice.

10.2 Where this Contract is terminated, all outstanding obligation by either party shall be settled, where termination is by prior written notice, before the termination date, and where termination is without notice, within 5 working days of termination.

**11. COMPLIANCE WITH COMPANY'S RULES**

11.1 The Rep agrees to comply with and by bound by all of the rules and regulations of the Company.

**12. RETURN OF PROPERTY**

12.1 Upon termination of this Contract, the Rep shall deliver to the Company all property belonging to the Company or related to the Company’s business (including keys, records, notes, data, memoranda, models, and equipment) that is in the Rep’s possession or under his control.

**13. INDEMNIFICATION**

13.1 The Rep shall fully indemnify the company for any loss, claim, damage suffered, compensations paid or liability incurred by the Company as a result of any unauthorized act or omission by the Rep in the course of his performance of this Contract.

**14. NOTICES**

14.1 All notices required or permitted under this Contract shall be in writing and deemed delivered when delivered in person or by other electronic mail, and may be addressed to the Chief Executive Officer of the Company or the Rep at their respective last known addresses.

14.2 The last known addresses of parties shall be that stated in this Contract unless there is a written notice by any party to the other party stating a change of address.

14.3 Correspondence between parties may also be validly exchanged through other electronic means such as Whatsapp chats, SMS, etc.

**15. ENTIRE AGREEMENT**

15.1 This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**16. AMENDMENT**

16.1 This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

**17. SEVERABILITY**

17.1 If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited only to such extent as is necessary to make the Contract valid or enforceable.

**18. WAIVER OF CONTRACTUAL RIGHT**

18.1 The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**19. APPLICABLE LAW**

19.1 This Contract shall be governed by the laws of the Republic of Nigeria.

**In witness** **whereof** the parties herein have hereunto set their hands the day and year first above written:

………………………………

**BY THE COMPANY**

………………………………

 **BY THE REP**