

AGENCY AGREEMENT

This Agency Agreement ("Agreement") is made on this ____ day of _____ 2026,

BETWEEN

UB ARCHITECTS LTD a company duly registered under the laws of the Federal Republic of Nigeria with its registered office at **NO 34 and 35 Maituraka Filling Station. Daura Road, Katsina State** (hereinafter referred to as "the Company");

AND

_____ of _____ (hereinafter referred to as "the Agent").

The Company and the Agent are hereinafter collectively referred to as "the Parties".

1. APPOINTMENT

The Company hereby appoints the Agent as a **non-exclusive / exclusive** agent to market, promote, and source clients for the Company's properties and related services, and the Agent accepts such appointment subject to the terms of this Agreement.

2. SCOPE OF DUTIES

The Agent shall:

- a. Market and promote properties listed by the Company.
- b. Introduce potential buyers, tenants, or investors to the Company.
- c. Provide accurate information about properties, including prices, features, and location.
- d. Act honestly, professionally, and in the best interest of the Company.
- e. Not misrepresent the Company or its properties.

3. COMMISSION & PAYMENT

1. The Agent shall be entitled to a commission of **10%** of the total value of any completed transaction when he/she introduces a Seller.
 2. The Agent shall be entitled to a commission of **30%** of the total value of any completed transaction when he/she introduces a Buyer.
 3. Commission shall be payable **only after full payment** has been received by the Company from the client.
 4. No commission shall be payable for transactions concluded without the Agent's direct involvement.
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4. AGENT STATUS

The Agent is an **independent contractor** and not an employee of the Company. Nothing in this Agreement shall be construed as creating an employer-employee, partnership, or joint venture relationship.

5. CONFIDENTIALITY

The Agent shall not disclose any confidential information relating to the Company, its clients, pricing, or operations to any third party during or after the termination of this Agreement.

6. NON-COMPETITION

During the term of this Agreement, the Agent shall not:

- a. Represent competing property companies without written consent from the Company.
 - b. Divert Company clients for personal gain or third-party benefit.
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7. TERM & TERMINATION

1. This Agreement shall commence on the date signed and remain valid until terminated.
 2. Either Party may terminate this Agreement by giving ___ **days' written notice**.
 3. The Company may terminate this Agreement immediately in cases of fraud, misconduct, or breach of trust.
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8. INDEMNITY

The Agent shall indemnify the Company against any loss, claim, or damage arising from the Agent's negligence, misrepresentation, or breach of this Agreement.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **Federal Republic of Nigeria**.

10. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall first be resolved amicably. Where resolution fails, the matter shall be referred to arbitration or a competent court of jurisdiction in Nigeria.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

For the Company:

Name: _____

Signature: _____

Date: _____

The Agent:

Name: _____

Signature: _____

Date: _____