

AFRICANER AGENCY AGREEMENT

THIS AGENCY AGREEMENT (the “Agreement”) made and entered into this ____ day of _____, 2023 (the “Execution Date”) for a period of _____ days;

BETWEEN:

having its principal place of business Located at _____ (the
“Company”)

and

having its principal place of business Located at _____ (the
“Agent”), both of whom agree to be bound by this Agreement.

WHEREAS, the Company offers customers certain products, as described on the document attached hereto as Exhibit A (the “Products”); and

WHEREAS, the Company and the Agent desire to enter into an agreement whereby the Agent will market and sell the Product according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Company and the Agent (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Assignment of Right

With certain limitations stated herein, the Company hereby authorizes the Agent the right to market and offer for sale the Products according to the terms and limitations stated in this Agency Agreement.

1. The Agent shall only market and offer for sale the products within the Territory, as defined in this Agreement.
2. The Company reserves the right to add to or subtract from the list of Products authorized on Exhibit A attached hereto with notice to the Agent.

2. Territory

The Agent shall be authorized to market the Product in _____ (the
“Territory”).

3. Exclusivity

The Agent shall be the exclusive party authorized to market the Product within the Territory.

4. Trademark Rights

The Agent agrees and acknowledges the following with regard to the Company's trademark:

- a. The Company is the sole and exclusive owner to all right, title and interest in "Africaner Trademarks" or to any other trademarks associated with the Company (the "Ufanisi Africa Trademarks") which the Agent may utilize in performing the services herein.
- b. The Company hereby grants to the Agent for the duration of this Agreement and subject to the limitations stated within this Agreement a non-exclusive, non-transferable, revocable right to use the Company Trademarks as necessary to market and offer for sale the Products within the Territory.

5. Agent Responsibilities

In marketing and offering the Products for sale in the Territory, the Agent shall:

1. Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
2. Maintain reasonable technical and practical knowledge with regard to the Products;
3. Utilize promotional materials provided to the Agent by the Company for the purpose of marketing and selling the Products;
4. If requested by the Company, attend and participate in trade shows and conventions related to the Products;
5. Promptly respond to all communications by customers and the Company regarding the Products;
6. Reasonably assist the Company with regard to any and all collection matters as requested by the Company; and
7. Prepare and maintain any reports and documentation, as requested by the Company.

6. Commission

The Company shall pay to the Agent 15% of all Net Product Sales directly from the Agent's efforts. "Net Product Sales" shall be defined as the amount of sales revenue from any sales made by the Agent less any charge backs, returns, or defaults by customers.

1. Should the Parties terminate this Agreement for any reason, the Company shall pay the Agent only for sales of the Products made prior to the termination date.
2. In the event that the Agent receives commission payments for orders that are subsequently refunded, charged back, or the Company otherwise fails to realize the income from such a sale, the Agent shall offset any future commissions paid by the amount by which the commissions actually paid would be reduced if the sales associated with income the Company failed to realize were never completed.
3. Payments shall be made to the Agent in every payment installment made by client at stated percentage, which is 35% until fully covered.

7. Confidentiality

1. The Agent shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.
2. Immediately upon termination of the relationship between the Company and the Agent, the Agent shall return to the Company any documents pertaining to the Company's business or any of its trade secrets which are in the Agent's possession.

8. Term and Termination

1. This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement in writing.
2. Upon such termination, the Agent shall cease marketing and offering for sale the Products and shall continue to abide by the obligation refrain from sharing with any third party any of the Company's confidential information.

9. Indemnification

The Agent agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to any violation of the law, this Agreement, or the rights of any third party by the Agent while acting pursuant to this Agreement. Such costs include but are not limited to reasonable legal fees.

10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

11. Applicable Law

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

12. Settlement of Disputes

The PARTIES shall endeavour to settle by negotiation any dispute arising out of or in connection with the contract, and all the consequences thereof. Such dispute shall be duly notified by the claiming party to the other party, in writing and the parties shall endeavour to settle such dispute by negotiation within thirty (30) days from receipt of said notice.

In case of failure to settle the dispute by negotiation within the period of time above-mentioned, the claiming party may notify to the other party his/its intention to submit the dispute to arbitration.

The dispute shall then be finally settled under the (the Arbitration Act, [Cap 15 R.E 2002] its rules and regulations made from time to time. The parties appoint 3 arbitrators from the Tanzanian Institute of Arbitrators to resolve their dispute

The chairman of the tribunal of arbitration shall be a lawyer.

The arbitration shall be held in Tanzania and shall be conducted in the English language.

The arbitrators shall decide according to law and not ex aequo et bono.

Each party may at any time request from any competent judicial authority any interim or conservatory measure.

The parties undertake to keep strictly confidential the contents of the arbitration proceedings.

13. Signatures

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below

SIGNED and DELIVERED at Mwanza

By the said _____

On behalf of the Company

Who is known to me personally/identified to me by

In my presence on this _____ day of _____ 2023

COMPANY

SIGNED and DELIVERED at Mwanza

By the said _____

On behalf of the Company

Who is known to me personally/identified to me by

In my presence on this _____ day of _____ 2023

AGENT