



AFRITROPIC FREELANCERS MOU AGREEMENT.

This Freelancer Agreement ("Agreement") is entered into on [Date_____] between Afritropic Farming & Agro Services Limited, a company registered and operating under the laws of Nigeria, with its principal place _____ of _____ business _____ at [Address_____] (Company), _____ and [Name_____], residing at [Address_____],

1. **ENGAGEMENT:** The Company engages the Freelancer as an independent contractor to sell the Company's products within _____state in Nigeria].

2. **TERM:** This Agreement shall commence on [Effective Date_____] and shall continue until terminated by either party upon one month's written notice to the other party.

3. FREELANCER'S OBLIGATIONS:

a. **Sales:** The Freelancer shall use best efforts to promote and sell ONLY the Company's products within the designated territory.

b. **Compliance:** The Freelancer shall comply with all applicable laws, regulations, and Company policies in performing services under this Agreement.

c. **Reporting:** The Freelancer shall provide regular reports weekly and monthly to the Company detailing sales activities, leads generated, sales amount, customers database, frequently asked questions, and any other relevant information as requested by the Company.

4. COMPANY'S OBLIGATIONS:

a. Support: The Company shall provide necessary sales materials, product information, and training to assist the Freelancer in selling the Company's products.

b. Compensation: The Company shall compensate the Freelancer according to the terms outlined in Schedule A attached hereto.

5. INDEPENDENT CONTRACTOR STATUS: The Freelancer acknowledges and agrees that they are an independent contractor and not an employee, but a sales representative of the Company in the region they represent. The Freelancer shall be solely responsible for payment of all taxes, including income tax and VAT, arising from payments received under this Agreement.

6. CONFIDENTIALITY: The Freelancer agrees to maintain the confidentiality of any proprietary or confidential information provided by the Company and shall not disclose such information to third parties without the Company's prior written consent. "Confidential Information" means information, to the extent, it is not a Trade Secret although possessed by AFAS and shared with Freelancer, including, but not limited to

- Business plans,
- Business strategies existing or proposed,
- Costs,
- Suppliers and Partner's information
- Technical developments
- Operational processes and protocols, including quality control and sustainability
- Financial or business projections
- Investments
- Templates
- Marketing plans Training information
- Research and Development
- Materials, and any other information that holds proprietary value to the Releaser.

TRADE SECRET: "Trade Secret" means all information possessed by or developed for AFAS to which all of the following apply: (i) the information derives independent economic value from not being generally known and (ii) AFAS takes reasonable precautions to prevent such information from being disclosed and released to the public. Some of trade secrets include but not limited to

- Proprietary seed varieties,
- Generic names,
- Seed processes,
- Innovative irrigation techniques,
- Specialized greenhouse technologies,
- Crop and livestock nutrition formula
- Agricultural machinery or equipment modification
- Unique farming practices
- Data-Driven insight
- Supply chain optimization
- Biosecurity measures
- Brand reputation and customer's trust

Furthermore, after the termination of any such relationship, the Freelancer shall not use or disclose AFAS Trade Secrets or confidential document as long as they remain Trade Secrets.

7. TERMINATION: Either party may terminate this Agreement upon one month's written notice to the other party. Upon termination, the Freelancer shall promptly return any Company property and cease using the Company's intellectual property.

8. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of Nigeria. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Nigeria.

9. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

COMPANY:

Signature: _____

Name: Authorized Signatory

Title:

Date: _____

FREELANCER:

Signature: _____

Name:

Date: _____

SCHEDULE A - COMPENSATION

Commission rates: Seeds and grow accessories – 2%

Greenhouse units and Irrigation kit- 1.5%

Bonuses _____ Above sales target attracts 10% of commission

Sales Target: ~~N~~3,000,000

Logistics _____ Paid by AFAS when attending business shows, Cooperative farms/commercial farm visits, and invents on behalf of the company at company approval and report showing evidence.

Waybill: Waybill is done once a week after gathering all customer's order

Orders to a minimum of 300,000 can be sent to the rep before the date.

Payment: All payments go through the website and must be from a designated account carrying the company name.