



INDEPENDENT OPTIVEN SELLERS AGREEMENT

THIS AGREEMENT is made this.....day of 20.....

Between

1. **OPTIVEN LIMITED** a limited liability company incorporated in Kenya of P.O Box Number 623-00600, Nairobi (*as the “Principal”*); and
2. of Identification Number..... and of P.O Box (*as the “Independent Optiven Seller [IOS]”*)

A. APPOINTMENT AND TERM.

The principal appoints the Independent Optiven Seller to carry out and the IOS agrees to provide services to the Principal in marketing and selling in relation to the Client’s Real Estate Products during the term in accordance with this Agreement.

The Agreement shall commence on (the “Commencement Date”) and shall continue for the period of Twelve (12) months from the Commencement Date (the 'Initial Period'), This Agreement shall continue to be in operation after the lapse of the 12 months unless expressly terminated in writing by the Principal.

This Agreement may be terminated by the Principal for the following reasons: There have been no sales from the IOS for a period of 6 months; the IOS fails to act in fiduciary manner, the IOS breaches any of the terms of this Agreement, the IOS misrepresents the Principal or the products of the Principal, the IOS commits to potential Purchasers undertakings that have not been authorized in writing, the IOS unjustly enriches himself, or there has been a law that prevents the operation of this Agreement.

Head Office:

- 📍 **Optiven Global Headquarters** - Zamani Business Park, Karen
- 📦 P.O.Box 623 - 00600 Nairobi, Kenya
- ☎ 0790 300 300
- ✉ info@optiven.co.ke
- 🌐 www.optiven.co.ke





B. EXPECTATIONS: -

In order to provide the Work, The IOS shall perform the Services set out below:

- a) Market & Sell Optiven projects on various fronts including but not limited to Social Media Platforms, corporate events, zoom, networking meetings, and other legal platforms;
- b) Be an eye for the Optiven brand on different platforms and inform Optiven in case of negative or positive publicity in different platforms that you come across;
- c) Share detailed monthly sales reports with the Relationship Manager.

C. OPTIVEN SHALL: -

Optiven will give the IOS: advertisement Content Videos and e-brochures, onsite visit logistics, access to the Relationship Manager to manage the customer relationship from the point of introduction by the Sales Agent to the closure of the purchase transaction, availing staff on site to attend to any queries by the client, track all clients through the client management system (CRM), Pay agreed commission for every successful sale, and to provide training for the Products from time to time.

Draw a sale Agreement for the transaction and ensure that it is signed.

D. REMUNERATION.

The principal shall pay the IOS commissions as per the below terms based on the value of the plot purchased.

A 5% commission shall be paid by the Principal on every property sale. 50% of the commission is payable upon signing of the Sale Agreement and payment of 50% of the purchase price by the purchaser, that is money in the bank and the balance of 50% is payable of the purchase price in full.

If within a period of any one calendar month of the contract the IOS makes more than 5 complete sales, the commission payable from the 6th sale shall be paid by the Principal at the rate of 6% of the Purchase Price.

The Commission shall be subject to withholding tax and any other statutory deductions.

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E. OTHER TERMS.

- a) This contract is not an employment contract and should therefore not be treated as such.
- b) Any party wishing to terminate this contract before the contract period is over shall be required to give the other party 30 days' Notice in writing.
- c) The parties acknowledge a duty not (during or after the Term) to disclose without the other's prior written permission any information either concerning the terms of this Agreement, the other's business, its business plans, customers, or associated companies of the Principal.
- d) Should either party sustain any loss or liability, costs (including legal costs) or damages as a result of the other's breach of this Agreement, the party in breach shall indemnify the other.
- e) If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
- f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.
- g) Neither party shall assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed.

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- h) The parties agree that neither of them has been induced to enter into any Contractual Documentation in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Agreement as a warranty.
- i) No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

Signed by: _____

Independent Optiven Seller

Signature

Date

Witnessed By: _____

Legal Counsel- OPTIVEN LIMITED.

Signature

Date

The Relationship Manager

Signature.....

Date.....

Name.....

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