

## **HERE ARE THE RULES**

### **1. Introduction**

Every successful business is built on the pillar of value proposition and Strategic alliances. It is this belief that has informed our provision for Strategic Sales Partnerships (SSP) as a core component of our Socially Smart business model. The SSP is positioned to create wealth for every person (Legal or Corporate) who has the social capital and who has taken reasonable action to introduce a business to us for the patronage of our product. We believe that it is only when every company can truly align various stakeholder interests that it can indeed achieve ultimate success.

### **2. How to become a Strategic Sales Partner (SSP)**

You can become our SSP by-

- Approaching any of our Sales Representative or Staff of our company, or,
- Contacting us through Email, Telephone, or other electronic means, or,
- Walk into our Head-office.

Becoming a Strategic Sales partner of our company is a feat reserved for only the best and most capable persons (Individual or Corporate). We hold all our Strategic partners in the highest esteem and because of this, we may request for certain Due Diligence (DD) documents before we can recognize you and confirm your appointment as our SSP. Appointment as an SSP is not automatic. It must be by written communication or through the SSP Onboarding Agreement, stating clearly and unequivocally such appointment.

### **3. Scope**

3.1. By choosing to be our Strategic Sales Partner, we pledge to be sincere, transparent and to exercise utmost good faith. You also recognize that we are a company who has its policies and regulatory demands. You therefore agree to abide by the Terms & Conditions shown below as your show of good faith and as a guiding principle for this entire engagement.

3.2. These General Terms and Conditions shall apply to all our Strategic Sales Partners (Individual or Corporate parties) who have introduced businesses to us for the purchase of our Products or who have signed standard SSP Onboarding Contracts with our Company.

3.3. The NNPCRL platform allows businesses and Individuals purchase NaijaCashTokens over its various Platforms and If these Terms & Conditions are inconsistent with any other Contract, the Terms & Conditions will take precedence and be the governing document.

3.4. For the purpose of this Strategic Sales Partnership Terms and conditions,

3.4.1. **"You", "SSP", "Facilitator"** shall as the context of use demands, reference the Strategic Sales Partner (SSP) and the relevant person, company, or legal entity unless the context requires otherwise.

- 3.4.2. **“Us”, “We”, “Our”, “The Company”, “NNPCRL”** shall mean Nigerian National Patronage Cash Reward Limited.
- 3.4.3. **“Product”** shall mean means the NNPCRL NaijaCashToken as well as any other product manufactured by or for NNPCRL Limited and are from time to time notified in writing by the Company to the SSP;
- 3.4.4. **“SSP Onboarding Agreement”** shall mean the SSP Onboarding Agreement.

#### **4. NNPCRL’s Rights and Obligations**

- 4.1. The Company shall supply the SSP with such samples, catalogues, advertising, promotional and selling materials, literature and information as the SSP may from time to time reasonably require for the purpose of complying with its obligations under this Terms and Conditions;
- 4.2. The Company shall supply up to date copies of any standard price lists which it has for the sale of the Product.
- 4.3. The Company shall honor any contracts for the sale of the Product to the Businesses introduced to the Company by the SSP; and shall comply with all the applicable laws and regulations relating to the nature and functionality of the Product. This obligation shall be subject to the right of the Company to reject certain Businesses where it has reason to believe that such businesses are involved in illegal activity of where the rejection is based on management’s decision.

#### **5. SSP's Rights and Obligations**

- 5.1. The SSP acknowledges that the relationship between the Introduced Businesses and NNPCRL is governed by the general terms and conditions which is available on the website and any other contract between the Company and the Introduced Business.
- 5.2. The SSP guarantees that all the information which it provides do not violate any third party's copyright.
- 5.3. The SSP shall use its best endeavours to promote and market the Product and to seek orders for the Products from Businesses and generally to assist the Company with the sale of the Product.
- 5.4. The SSP shall conduct the promotion and marketing of the Products with all due care and diligence and shall cultivate and maintain good relations with Introduced Businesses and potential Businesses in accordance with sound commercial principles.
- 5.5. The SSP shall promptly notify the Company of all enquiries and feedbacks concerning the Product, which it receives from Businesses.
- 5.6. The SSP shall be responsible for obtaining all licences, permits and approvals, which are necessary for the performance of its duties.

- 5.7. The SSP shall maintain a list of Businesses and potential Businesses for the purchase of the Product and shall, at the request of the Company, supply it with a copy of that list through any channel requested by the Company including an online portal maintained by the Company.
- 5.8. The SSP shall from time to time keep the Company fully informed of the SSP's promotional and marketing activities in respect of the Product.
- 5.9. The SSP shall keep the Company informed of conditions in the market for the Products and of competing products and the activities of the Company's competitors.
- 5.10. The SSP shall promptly inform the Company of:
- 5.10.1. any complaint or after-sales enquiry concerning the Product, which is received from the business; and
- 5.10.2. any matter likely to be relevant in relation to the sale, use or development of the Product.
- 5.11. Where the SSP Onboarding Contract imposes an obligation on the SSP to perform certain obligations or tasks, and the timeframe for such performance is not expressly stated in the contract, the SSP shall be required to complete the obligation within a maximum period of six (6) months from the date the obligation arises. If the SSP fails to perform the obligation within this period, the obligation shall be deemed unfulfilled, and any progress made thereafter shall be considered void and without effect except where there is a written extension by the Company.

## **6. SSP Commissions**

- 6.1. The Company shall pay the SSP a commission on the Net Invoice Price of all Products sold to Businesses introduced by the SSP. This commission shall be communicated to the SSP by the company in writing or through a SSP Onboarding contract mutually executed by the SSP and the Company.
- 6.2. In addition to the commission payable on the Net invoice Price of the Products sold to the introduced Businesses, the SSP may be entitled to additional commissions, as written and mutually agreed by parties.
- 6.3. All agreed commissions due to the SSP shall be subject to review by the company to ensure good faith, comply with regulatory demands and to prevent undue financial burden on the Company.

## **7. Privacy & Confidentiality**

- 7.1. "Confidential Information" shall include, but shall not be limited to, any and all information associated with a party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. NNPCRL's Confidential

Information includes all information that you receive relating to us, or to the services, that is not known to the general public including information related to our security program and practices.

7.2. Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service including this clause. Each party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than:

7.2.1. by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party's obligations hereunder, who each shall treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or

7.2.2. as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving party shall give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment.

7.3. Confidential Information shall not include any information that the receiving party can prove:

7.3.1. Was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information;

7.3.2. Is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

7.4. Both you and NNPCRL agree to use the Confidential Information of the other only to perform the obligations in these Terms of Service. Confidential Information must be protected and respected.

## **8. Anti-Money Laundry and Counter Terrorism Financing Compliance**

**8.1. The SSP represents that it has established an Anti-Money Laundering Program ("AML Program") that is designed to comply with applicable Nigerian laws, regulations, and guidance, including rules of self-regulatory organizations, relating to the prevention of money laundering, terrorist financing, and related financial crimes.**

**8.2. The SSP agrees to cooperate with the Company to satisfy the Company's AML due diligence policies, which may include annual AML compliance certifications, periodic AML due diligence reviews and/or other requests deemed necessary to ensure its compliance with the AML regulations.**

**8.3. The SSP will (but only to the extent consistent with applicable law) take all steps necessary and appropriate to provide the Company with any requested information about any other party and their Fund accounts in the event that the Company shall request such information due to an inquiry or investigation by any law enforcement, regulatory, or administrative authority.**

## **9. Indemnity**

- 9.1. **The SSP shall indemnify the Company from and against all claims, losses, expenses and damages which the Company may directly or indirectly suffer or incur or any dispute between the Company and any third party as a result of the SSP's failure to observe any of the SSP's obligations under this Term and Condition.**
- 9.2. **The SSP hereby agrees and undertakes to fully indemnify and keep the Company harmless from and against all actions, claims, costs (including legal costs on a full indemnity basis), losses, charges, expenses and damages which the Company may suffer or incur as a result of fraud, dishonesty or misconduct (criminal or otherwise) relating to the transactions perpetrated by the SSP, its servant, agents, employee or contractor or the fraud, dishonesty or misconduct (criminal or otherwise) perpetrated by a third party as a result of the negligence or default of the SSP, its servant, agents, employee or contractor.**

## **10. General**

- 10.1. If a single clause in this Term and Condition is invalid, both parties will endeavor to replace the invalid clause by a valid one that reproduces as closely as possible the intended economic meaning of the invalid clause. The validity of the rest of the Term and Condition remains unaffected. This applies in particular if the agreement is found to be incomplete.
- 10.2. The Company reserves the sole right to modify this General Terms and Conditions. In that case, NNPCRL will give the SSP adequate notice of such modification. The notice will contain advice on the right and reason for the modification.

## **11. Terms and Termination**

- 11.1. This term and condition is valid as soon as the SSP is appointed and remains applicable until termination by either party.
- 11.2. Termination can occur at any time, with a period of notice of one month, in writing, by email, post, or fax. The revenues generated during this notice period are still subject to the SSP onboarding agreement. The right to immediate termination by either party for important cause remains unaffected.
- 11.3. Repeatedly providing misleading information or withholding information required to be presented by the SSP under this Terms and Conditions is also a ground for immediate termination.

## **12. Commitment to Company Interests and Business Survival**

- 12.1. The SSP hereby acknowledges and agrees that their primary obligation under this Terms and Conditions is to act in the best interests of the Company. The SSP further commits to prioritizing the survival and long-term viability of the Company in all decisions and actions taken under this Terms and Conditions. To this end, the SSP shall:

- 12.1.1. Collaborate Effectively: Engage in open, honest, and constructive dialogue to ensure that all decisions are made with the Company's best interests in mind.
- 12.1.2. Prioritize Company Survival: Ensure that the survival and sustainability of the Company are the paramount considerations in all strategic, operational, and financial decisions.
- 12.1.3. Act in Good Faith: Make all reasonable efforts to align their actions and decisions with the objective of preserving the Company's business, including but not limited to, maintaining financial stability, operational efficiency, and competitive positioning.
- 12.1.4. Avoid Conflicts of Interest: Refrain from engaging in any activities or making decisions that could compromise the Company's interests or undermine its survival.
- 12.1.5. Support Mutual Goals: Work cooperatively to achieve the Company's goals, recognizing that the success of the Company is mutually beneficial to both Parties.
- 12.1.6. Resolve Disputes Constructively: Address any disagreements or disputes that may arise in a manner that prioritizes the Company's ongoing operations and strategic objectives.
- 12.1.7. By this Terms and Conditions, the SSP affirms its commitment to these principles and agree that the survival of the Company will take priority.