

INDEPENDENT SALES CONSULTANCY SERVICES AGREEMENT

This agreement is entered into as of (date) 04/12/2024 to 30/11/2025, by and between Lorimak Africa (Pvt) Ltd, of number 129 Borrowdale road, Gunhill, Harare, Zimbabwe

And

TATENDA NYAKUDZUMU ID NO. 70-312636-C-49

Address 1156 New Prospect, waterfalls Harare

Phone Number 0771 542 944, (hereinafter referred to as the Sales Consultant).

In the event of a conflict in the provision of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be bound, the parties hereto agree as follows:

1. RECITALS

- a. The Sales Consultant has expertise in the area of the clients business and is willing to provide consulting services to the client.
- b. The Company is willing to engage the Sales Consultant as an independent contractor, and not as an employee, on the terms and condition set forth herein.
- c. The Company desires to obtain the services of the Sales Consultant by means of services provided to Company client and the Sales Consultant desires to provide consulting services to the Company clients upon the following terms and conditions.
- d. The Client has spent significant time, effort and money to develop certain Proprietary information, which it considers vital to its business and goodwill.
- e. The Proprietary information and tools will necessarily be communicated or acquired by the Sales Consultant in the process of providing consulting services to the client, and the Client through the Company desires to obtain the services of the Sales Consultant, only if, in doing so, it can protect its Proprietary information and goodwill.

2. REMUNARATION

Commission structure is as below:

Total value of sales	Commission paid
≤ USD 2,000.00	2.50%
USD2,001.00 to USD10,000.00	3.00%
USD10,001.00 to USD20,000.00	3.50%
>USD20,000	4.00%

- a. Commission will be paid in local currency at the prevailing mid-rate at the time of processing the commissions.
- b. Commission is withdrawn on all loans that fail to pay the first instalment.

3. SERVICES

Sales Consultant agrees to perform the services listed in the Scope of services or profile specifications as attached to this agreement and executed by the Company and the Sales Consultant. Company agrees that the Sales Consultant shall have ready access to Client staff and resources as necessary to perform the services provided for by this contract.

4. KEY RESPONSIBILITIES OF SALES CONSULTANT

- a. Obtain targets from division Head of the Client and develop plan to ensure achievement.
- b. Mediating relationship between the company and the customers.
- c. Promoting client products.

5. NO AGENCY

The Sales Consultant is an independent contractor and under no circumstances will the Sales Consultant commit Lorimak Africa or its client to the delivery of client products in a manner that legally binds the client in any matter, or hold himself out as an employee or agent with legal authority to bind the client.

6. RULES OF CONDUCT

In the course of representing the client, the Sales Consultant shall adhere to the following rules of conduct, which include, but are not limited to:

- a. Sales consultant shall not disparage, denigrate, "run down" or make any negative comments regarding another competitors' product.
- b. Should the Sales Consultant wish to market, sell, distribute, solicit, or be involved in any way with competing products, written approval from the client shall be required.
- c. Under no circumstances shall the representative market, sell or demonstrate clients products together with any other product that has not been approved.
- d. Under no circumstance shall a sales consultant accept money in all its forms from a customer.(i.e accept bribes)
- e. All information is to be treated as private and confidential. Any divulgence of confidential information shall be regarded as grounds for disciplinary action or alternative action, should your contract have already terminated
- f. Upon termination of your contract, you must return all property in your possession or under your control, including documents, books, discs, company car or other company possessions, such as mobile telephone which are the property of our client, its customers, staff or agent and any copies thereof

7. USE OF INFORMATION

Only client approved information, and terms and conditions will be used in any Advertising, sales promotions, solicitation and other duties set forth in this Agreement.

8. REMUNERATIONS

The Sales consultant will receive remuneration based on a commission to be calculated as percentage of total sales which will be paid out at the end of each month that the contract is running.

9. SAMPLES

Any samples provided by the client to the Sales Consultant shall remain the property of the client, and cannot be sold or transferred to any other person and must be returned to the client upon request.

10. TECHNICAL SUPPORT AND INSURANCE

The client through Lorimak Africa shall assist the Sales consultant with leads, technical and training support, sales samples and literature, sales terms and conditions, pricing policies, bulletins, and sales promotional materials, as they are available.

11. NO SUBCONTRACTING OR ASSIGNMENT

Subcontracting or assignment of this Sales Consultancy Agreement is prohibited. Under no circumstances will the Sales Consultant subcontract, assign, delegate or otherwise have any person or entity perform any of the duties and obligations of the Sales Consultant under this agreement without the client's express written consent.

12. TERMS

This Sales Consultancy Agreement shall be in force for the specified time, and can only be renewed at the discretion of the Client. Lorimak Africa has complete and sole discretion to appoint, terminate, renew, decrease or add to its staff of Independent Sales Consultants, at any time, for any reason. In such event, the Sales Consultant shall be given 1 day's written notice if his services are no longer required by the client, after which time the Agreement will be terminated.

13. TERMINATION

In the event this agreement is terminated for any reason, the Sales Consultant shall be entitled to no compensation or damages of any variety whatsoever, it being understood that the sales and marketing of client products is covered by commissions paid or earned by Sales Consultants. The Sales Consultant understands that, by signing this Agreement, the following paragraph specifically eliminates any claim they might have to damages in quantum merit (what one has earned). Furthermore, the Sales Consultant agrees that no commissions will be due for orders received more than 30 days after the Sales Consultant's contract termination.

14. ENTIRE AGREEMENT

This Sales Consultancy Agreement embodies the entire agreement between the parties hereto, and there are no verbal or collateral agreements between them. All preliminary negotiations, representation and discussions are deemed merged herein. This Sales Consultancy Agreement may be altered or modified only in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in Harare, Zimbabwe, on the date and year above first written.

LORIMAK AFRICA

SALES CONSULTANT

Print name

Print name _____

Capacity

Signature

Signature

WITNESSES:

1. _____

2. _____

WITNESSES:

1. _____ 2.



PERSONAL INFORMATION

Last Name First Name Other Names

NYAKUDZIGUMA TATENDA

Marital Status

Title

Date of Birth

Married

Divorced

Widowed

Single ☒Mr. ☒

Mrs.

Miss

Ms

Dr

10/11/2001

Gender

Female

Male ☒

Nationality:

ZIMBABWEAN

ID Number:

70-312636-C-49

Residential Address

Contact Details

1156 New Prospect,
waterfalls Harare

Mobile Number:

1) 0771542944

2)

Email: tatendaz02@gmail.com

NEXT OF KIN DETAILS

Name

Contact Number

ADMIRE NYAKUDZIGUMA

0785724709

BANKING DETAILS

Bank Name

Branch Name

Account Number

First Capital

Borrowdale

14703654893

Attached Documents



National ID



Passport photo

Date: 04/12/2024

First Capital bank branch signed at _____

Signature: 

FOR INTERNAL USE ONLY

Fin check /FCB check ☐World check ☐Employment broker confirmation ☐

Official name _____

Signature _____

Do's & Don'ts**Do's**

- ✓ Always address clients in a polite and professional manner no matter the situation
- ✓ Always explain to the client of their obligation and ensure they understand what it entails.
- ✓ Always make sure the client fully completes the application form in full and provides all requisite documents.
- ✓ Always demand to see the original supporting documents.
- ✓ Always dress appropriately when representing the bank
- ✓ Always keep a record of your successful and prospecting customers
- ✓ Always verify client's identity with their ID and passport photo.
- ✓ Always keep promises you make to clients.

Don'ts

- x Never sign any document on behalf of the client
- x Never accept money in any form on behalf of the bank from a customer
- x Don't cross sell or give client information on products you have not been trained on
- x Never confirm to have seen original documents when you did not.
- x Avoid inappropriate places and situations when wearing work attire.
- x Never denigrate competitors or their products
- x Don't lie/ promise customers what is outside the parameters of the product.
- x Never accept loan applications from a third party (not the applicant)
- x Don't sale for other institutions (failure to comply results in immediate termination).

Agents Name : TATENDA NYAKUPZIGUMAID Number : 70-312636-C-49Signature : 



Attestation Form

I TATENDA NYAKUDZIKUMA ID number 70-312636 C49

attest that I have received training for the duties expected of me.

The Do's and Don'ts associated with my duties and those aligned to the bank's policies have been explained to me and I have signed the Do's and Don't Document in acknowledgement.

Date : 04/12/2024

Name : TATENDA NYAKUDZIKUMA

Signature : 