

1. Services to be performed by LPM

LPM agrees to perform the following services:

- a. Recruit tenants and landlords.
- b. Carry out regular inspection on the various properties been managed and make timely reports to the Principal.
- c. Respond on time to complaints from clients and deal with their complaints as promptly as possible.
- d. Follow up on queries from clients.
- e. Work with the Principal to execute an organized and efficient eviction process.
- f. Work with the Principal to develop an environmentally friendly development plan.

2. Payment

In consideration for the services to be performed by LPM, Principal agrees:

- a. To pay LPM a commission of 8% on rent paid by tenant in care of.
- b. To pay a one-time on-boarding commission of 0.5% on total rent of every Landlord's property listed to the platform by the signing LPM.

LPM shall be paid within a reasonable time as stated on the dashboard of the LPM

3. Expenses

LPM shall be responsible for all expenses incurred while performing services under the Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the LPM hires to complete the work under this Agreement.

4. Vehicles and Equipment

LPM will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Principal will not require LPM to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent LPM Status

LPM is an independent LPM, and neither LPM nor LPM's employees or contract personnel are, or shall be deemed, Principal's employees. In its capacity as an independent LPM, LPM agrees and represents, and Principal agrees, as follows:

- ☐ LPM has the right to perform services for others during the term of this Agreement.
- ☐ LPM has the right to hire assistants as sub-LPMs or to use employees to provide the services required by this Agreement.
- ☐ Neither LPM nor LPM's employees or contract personnel shall be required to wear any uniforms provided by Principal.
- ☐ The services required by this Agreement shall be performed by LPM, LPM's employees, or contract personnel, and Principal shall not hire, supervise, or pay any assistants to help LPM.
- ☐ Neither LPM nor LPM's employees or contract personnel shall receive any training from Principal in the professional skills necessary to perform the services required by this Agreement.

[] Neither LPM nor LPM's employees or contract personnel shall be required by Principal to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

LPM represents and warrants that LPM and LPM's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. Local, State and Federal Taxes

LPM shall be responsible for the payment of all taxes incurred while performing services under this Agreement and shall be solely liable for any failure to pay any incurred taxes or dues as stipulated by the Local, State and/or Federal Government.

8. Fringe Benefits

LPM understands that neither LPM nor LPM's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Principal.

9. Workers' Compensation

Principal shall not obtain workers' compensation insurance on behalf of LPM or LPM's employees. If LPM hires employees to perform any work under this Agreement, LPM will cover them with workers' compensation insurance to the extent required by law and provide Principal with a certificate of workers' compensation insurance before the employees begin the work.

10. Insurance

Principal shall not provide insurance coverage of any kind for LPM or LPM's employees or contract personnel. LPM shall obtain any required insurance coverage and maintain it during the entire term of this Agreement:

11. Indemnification

LPM shall indemnify and hold Principal harmless from any loss or liability arising from performing services under this Agreement.

12. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the date a party terminates the Agreement as provided below.

13. Terminating the Agreement

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

14. Exclusive Agreement

This is the entire Agreement between LPM and Principal.

15. Modifying the Agreement

This Agreement may be modified only in writing and signed by both parties.

16. Resolving Disputes

Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation.

Should such negotiations fail to achieve a resolution within twenty-one (21) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-

16.1 Such arbitration shall be resolved under provisions of the Arbitration and Conciliation Act 2004 (as amended from time to time);

16.2 The tribunal shall consist of one arbitrator to be agreed upon between the Parties;

16.3 The place and seat of arbitration shall be agreed upon by the parties and the language of arbitration shall be English;

16.4 The award of the arbitration tribunal shall be final and binding upon the Parties to the extent permitted by law and either Party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitration tribunal may take the form of an order to pay an amount or to perform or to prohibit certain activities; and

16.5 Notwithstanding the above provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator

17. Confidentiality

LPM acknowledges that it will be necessary for Principal to disclose certain confidential and proprietary information to LPM in order for LPM to perform duties under this Agreement. LPM acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Principal. Accordingly, LPM will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Principal without Principal's prior written permission except to the extent necessary to perform services on Principal's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Principal for LPM to use
- Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Principal makes reasonable efforts to maintain the secrecy of
- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- Information belonging to clients, customers and suppliers of Principal about whom LPM gained knowledge as a result of LPM's services to Principal.

Upon termination of LPM's services to Principal, or at Principal's request, LPM shall deliver to Principal all materials in LPM's possession relating to Principal's business.

LPM acknowledges that any breach or threatened breach of Clause 17 of this Agreement will result in irreparable harm to Principal for which damages would be an inadequate remedy. Therefore, Principal shall be entitled to equitable relief, including an injunction,

in the event of such breach or threatened breach of Clause 17 of this Agreement. Such equitable relief shall be in addition to Principal's rights and remedies otherwise available at law.

18. Proprietary Information.

A. The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Principal, and LPM hereby assigns to the Principal all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. LPM retains no right to use the Work Product and agree not to challenge the validity of the Principal’s ownership in the Work Product.

B. LPM hereby assigns to the Principal all right, title, and interest in any and all photographic images and videos or audio recordings made by the Principal during LPM’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Principal will be entitled to use LPM’s name and/or likeness use in advertising and other materials.

19. No Partnership

This Agreement does not create a partnership relationship. LPM does not have authority to enter into contracts on Principal's behalf.

20. Assignment and Delegation

LPM may not assign or subcontract any rights or delegate any of its duties under this Agreement without Principal's prior written approval.

21. Applicable Law

This Agreement will be governed by the law of the Federal Republic of Nigeria.

LIVEIZY PROPERTY MANAGER'S AGREEMENT (LPM)

This Agreement is made between Liveizy Ltd ("Principal") with a principal place of business at 21a Jimoh Agunbiade, Ijesha, Lagos and _____ ("LPM"), with a principal place of business at _____.

IN WITNESS WHEREOF The owner has executed the agreement hereto and The Manager have also executed same in the manner described in the agreement content, the day and the year first below written.

IN WITNESS WHEREOF the Parties have set their hands the date and year first mentioned above.

Signed by the LPM
Signature:

In the presence of:

Name:

Profession:

Signature:

Date:

SIGNED FOR AND ON BEHALF OF
LIVEIZY LTD (MANAGER)



Name: Adesanya Tochi

Designation: Managing Director