

GREENETRO'S REALTORS' TERMS AND CONDITIONS

Effective Date: 16 October 2022

Definition:

Accredited Properties	means properties owned by the Company, which the Company has certified and listed as part of its marketing portfolio
Company	means Greenetro Infrastructure & Development Limited
Confidential Information	means all information and data, in whatever form, provided to the Realtor or obtained by the Realtor in connection with the Realtor's relationship with the Company; including all materials and documentation or otherwise which are confidential or proprietary to the Company, including without limitation information and data relating to this terms and conditions; the trade secrets; know-how; procedures; processes; techniques; customer information; product development and related information; marketing plans and related information; sales plans and related information; standard form agreements, contractual relations, policies, operating policies and manuals; information relating to personnel, in particular personal data; information relating to or affecting any legal rights of the Company, whether civil or criminal; business plans; financial records or other financial, commercial, business or technical information related to the Company; personal information; and all information and data which are confidential or which can be reasonably expected or regarded to be confidential, or proprietary to a third party and which are in the possession and control of the Company.
Company	means a person who has complied with the requirements of attaining the status of an Realtor with the Company.
Title Documents	refer to receipts, contract of sale, survey plan and deed of assignment, either in isolation or as a bulk document
Written Notification	means email, mail, letters signed by the client, or text messages originating from the client

1. Company Values

The Company is inspired by sustainability, powered by innovation, defined by excellence, and driven by integrity. Accordingly, we enjoin all Realtors and consultants to discharge their duties in line with the Company's core values.

2. Registration

Every intending Realtor of the Company must be officially registered with the Company

3. Company's Brand and Promotion Materials

The Company holds in high regard its brand and values and will not tolerate such acts that brings or are calculated to bring the Company's brand to disrepute. To this end, Realtors agree to make proper representation of the Company at all material times and make appropriate and prudent use of all promotion materials that may be delivered to them from time to time.

4. No misrepresentation

Realtors are to give out accurate information about the Company, and/or its product to the public always. Where you are not sure of answers to a client's question(s), you should seek clarifications from the Company.

Realtors should constantly keep themselves up to date about developments on the Company's products and offerings. Realtors should attend trainings and seminars organized for the purpose and make use of other information tools made available by the Company.

5. Compliance

Realtors shall ensure strict compliance with the Company's guidelines and procedures, non-compliance to which may result in deductions, suspension and/or dismissal of the defaulting Realtor.

6. Property Dealings with the Company

6.1 Dealings. Only registered Realtors are qualified to have property dealings with the Company in respect of the Accredited Properties. Please note that all other persons shall only be eligible to deal with Accredited Properties of the Company if such transactions are routed through a Realtor registered with the Company.

6.2 Inspection. It is illegal for any Realtor to charge clients or prospective client's inspection fee on behalf of the Company even if the Realtor is taking the clients on inspection.

6.3 Property prices, prohibition of padding or undercutting. The Company is responsible for fixing its property prices from time to time. The Company will not tolerate Realtors offering its estate prices below or above the stated prices, not even by mistake. Realtors should ensure they sell at the Company's price and earn their commissions. If you are uncertain about any information, please seek clarifications from the Company,

6.4 Payments. All payments due to the Company shall be paid into the Company's designated bank account(s) directly by subscribers or their nominated attorney. Realtors are not designated agents of the Company for cash or cheques collection from any subscriber(s) and/or prospective clients. Realtors should endeavour to always confirm proper accounts from the Company on behalf of their clients. Where a subscriber(s) and/or prospective client(s) desire that a Realtor effect payment on his/her behalf, such subscriber(s) and/or prospective clients must notify the Company directly by Written Notification for such arrangement to be valid.

7. Fraud

7.1 Realtors shall safeguard the Company's interest against fraud generally and shall not in any way convert client's/Company's monetary interest for personal reasons or gains.

7.2 Each Realtor undertakes that she/her shall comply with all anti-bribery and corruption legislation in force in Nigeria, as well as international anti-bribery and corruption standards including but not limited to the Corrupt Practices and Other Related Offences Act (chapter C31, Laws of the Federation of Nigeria 2004), the Economic and Financial Crimes Commission (Establishment, etc.) Act (chapter E1, Laws of the Federation of Nigeria 2004), the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act,

7.3 Any Realtor who contravenes this clause will be held liable in crime and tort for such acts, will have his/her membership of the brokerage withdrawn by the Company and legal action commenced against him/her.

8. Title Documents

- 8.1 Realtors shall promptly notify the Company of payments made by the clients so as to ensure speedy preparation and availability of client's documents.
- 8.2 Client's title documents will not be released to their Realtors. All clients are expected to pick up their title documents from the office of the Company personally or through their designated assigns or representatives. Where a client desires that title documents be picked on their behalf by their associate, the client shall send a written notification to the Company in that regard.
- 8.3 Realtors shall follow up with their clients on the return of the Company's copy of the respective documents, where required. Failure to return such copies means that the Company has no record of the transaction, and the Company shall not in any way be responsible for the consequences that flows from the failure on the realtor's part in this regard.
- 8.4 It is the duty of Realtors to ensure that their client(s) have complete records with the Company. Failure to have client(s) documents returned to the office will in deserving circumstances result in withholding payment of commission due to realtor(s) concerned.

9. Confidentiality

- 9.1 Each Realtor shall treat as secret and confidential and not to disclose to any third party (save to his or her own employees, agents or advisers who have a need to know, and who are under the same confidentiality obligations on terms no less onerous than those of the Realtor) any Confidential Information of the Company which he or she may directly or indirectly receive from time to time in connection with this terms and conditions. This restriction does not apply to any use or disclosure authorised by the Company or required by law; or any information which is already in, or comes into, the public domain otherwise than through the Realtor's unauthorised disclosure.
- 9.2 The Realtor shall immediately notify the Company if the Realtor learns of or suspects any unauthorised disclosure or use of any Confidential Information. If compelled by law or by any governmental or regulatory authority to disclose or divulge any Confidential Information, the Realtor shall, to the extent permissible by law, notify the Company sufficiently in advance of any such disclosure to allow the Company the opportunity to defend, limit, or otherwise protect its interests against such disclosure. The Realtor will co-operate with the Company and use all reasonable endeavours to limit disclosure.
- 9.3 The Realtor acknowledge that the Company may collect request, process, store and use personal data (name, phone number, etc) of Realtor or the Realtor's employees, officers or agents in connection with this terms and conditions, the administration of the relationship of the Realtor with the Company, or where the Company has a legitimate interest to do so. The Realtor and the Company undertake to comply with applicable data privacy and protection laws and all reasonable requests of either the Realtor or the Company with respect to the processing of any personal data disclosed. Where the Realtor discloses personal information, the Realtor represents that it has, where relevant, procured the consent of the data subject whose personal data the Realtor discloses to the Company and will indemnify the Company against claims made by a data subject against the Company for processing its data without consent. The Realtor and the Company shall take appropriate, reasonable, technical, commercial and organizational measures to prevent the loss of, damage to or unauthorized destruction of, and the unlawful access to or processing of personal data supplied to it. The measures taken must at all times be of a standard no less than the standards which are in compliance with best industry practice and applicable laws for the protection, control and use of personal data.

10. Company Incentives

Realtors shall qualify for Company incentives as may be declared from time to time only when the following conditions are met;

- a. the qualifying sales are on price cumulative volume basis;
- b. the qualifying sales are not subject of a discounted prices and/or concessions; however, Realtors are at liberty to elect that their commission be applied as discount for their clients, provided that the value of such commission is sufficient to make up the cost of the subject property.
- c. payment for the qualifying sale(s) is/are made within the stipulated deadline;

NB: terms on Company incentives do not operate disjunctively, hence all items (i) - (iii) must be met to qualify for incentives.

11. Disclaimer

The Company shall not;

- a. be liable in any way for wrong representations made by a Realtor to a client or prospective clients. In any such event, the concerned Realtor(s) agree(s) to solely take responsibility for such false information and take every necessary step to fully resolve and correct the information, and the resulting consequences of such misrepresentation;
- b. take responsibility for or be liable to anyone or entity for the negligent and/or fraudulent act of any realtor.
- c. take responsibility or become liable for Realtors who directly or indirectly deal with non-Accredited Properties whether or not such transactions were carried out with or under the name of the Company.
- d. be responsible or obliged to attend to disputes relating to client - Realtor relationship and/ or co-Realtors of any sort. All Realtors are to resolve issues with their respective clients and co-Realtors without involving the Company or any of its staff.

12. Indemnity

Realtors acknowledge that a breach of any provision of these terms and conditions may result in huge damage to the Company, as such, any Realtor who breaches the terms and conditions contained herein shall take responsibility to abate such damage (where it is a continuing one) or indemnify the Company for the cost of abating the damage.

Signed

For: Greenetro Infrastructure and Development Limited

Managing Director

By registering here (<http://greenetro.com/become-a-partner/>), the Realtor hereby agree to the terms and conditions herein stated.