



ADEXA POWER WORLD

ADVANCED RENEWABLE ENERGY & WATER TECHNOLOGY

Adexa power world is a solar EPC powerhouse- forged in the toughest energy frontiers and built to dominate East Africa's renewable energy revolution and Founded in 2023. A company dedicated to zero emissions though quality solar products and water solution.

ADEXA POWER TERMS AND CONDITIONS FOR SALES AND MARKETING AGENTS (COMMISSION - BASED)

This documents outlines terms and conditions governing the engagement of Marketing and Sales Agent "AGENT" with Adexa Power WORLD "COMPANY"

By accepting this agreement, the Agent agrees to abide by the terms stated herein.

1. **Agent Status:** The Agent shall operate as an independent contractor, not an employee, of Adexa power world, Agent will be responsible for their own Taxes, insurance and other business expenses. This agreement doesn't create an employer – employee relationship, partnership, joint venture or agency relationship beyond that specifically defined for sales and marketing activities.
2. **Scope of work:**
The agent will be responsible for identifying and prospecting, and new business/ project for Adexa Power World within the renewable energy and water solutions sectors. This includes but is not limited to
 - Market research and lead generation
 - Presenting Adexa Power World's products and services to potential clients.
 - Maintaining client relationship.
 - Providing regular reports on sales activities and pipe line
3. **Commission Structure.:**
Adexa power world will compensate the Agent on a commission-only basis, calculated as follows.
 - 10% commission: For any business / project secured from UGX 1000 to UGX 100,000,000.
 - 8% commission: for any business / project secured with a total contract value of UGX 100,000,001 and above
4. **Commission payment terms:**
 - General projects (up to UGX 100,000,000): Commission will be issued in stages
 - ◆ The first portion of commission will be issued immediately after the contract is signed by both the client and Adexa Power World, AND the initial payment



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percentage (as stipulated in the contract terms for specific project) is received by Adexa Power World,

- ◆ Subsequent commission payments for big projects will be issued proportionally as Adexa Power World receives further payments from the client, corresponding to the agreed-upon payment milestones in the project contract.

5. Eligibility for Commission:

- Commission is earned only upon successful closure of a deal, defined as a signed contract and confirmed payment(s) from the client to Adexa Power World as per terms of this agreement.
- No commission will be paid on cancelled projects, projects where payments are not received or projects that are not initiated due to client default.
- In the event of a client default on payment, Adexa power world reserves the right to reclaim any commission already paid to the Agent related to that specific payment, or deduct it from future commissions.

6. Marketing and sales support:

Adexa Power World will provide the agent with necessary marketing materials, product information and technical support to facilitate their sales efforts. This may include brochures, presentations, quotations and access to internal experts for technical queries.

7. Reporting and communication:

The Agent is required to maintain accurate records of all sales activities, leads and client interactions. Regular reports eg; monthly reports, sales pipeline updates shall be submitted to Adexa power World regarding any client inquires, issues or significant development.

8. Confidentiality:

Agent agrees to keep all proprietary information, trade secrets, client data, pricing strategies, and other confidential information of Adexa Power World strictly confidential during and after the terms of this agreement.

9. Terms and Termination:

- This agreement shall commence from the date of issued (signed date) and continue until terminated by either party.
- Either party may terminate this agreement with 30 days' written notice to the other party



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- Adexa Power World may terminate this agreement immediately without notice if the agent breaches any material terms of this agreement, engages in misconduct or misrepresents Adexa Power World.
- Upon termination, Adexa power World will pay all earned commissions due to the Agent as per the payment terms outlined in section 4 for projects successfully closed and paid for prior to the termination date. No commission will be paid for pending deals or future payments o the projects initiated but not fully paid for prior to termination, unless explicitly agreed upon in writing.

10. Governing Law:

This agreement shall be governed by and construed in accordance with the law of Uganda. Any disputes arising from this agreement shall be resolved through amicable negotiation, and failing that, through the appropriate legal channels in Uganda.

11. Entire Agreement:

This document constitutes the entire agreement between Adexa Power World and the Agent regarding the subject matter herein and supersedes all prior discussions, negotiations and agreement whether oral or written.

12. Amendments:

Any amendments or modification to this agreement must be made in writing and signed by both Adexa power World and the Agent.

Acknowledgement and agreement by signing below, the Agent acknowledgement and agreement:

By signing below, the Agent acknowledges that they have read understood, and agree to all the terms and conditions outlined in this agreement.

For Adexa power world

Name

Title

Date

For Marketing and Sales Agent.

Full Name

ID/Passport Number

Agent Address



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Contact number

Date