

## **AGENCY AGREEMENT**

This **AGENCY AGREEMENT** ("**Agreement**" for brevity) is made on \_\_\_\_\_, 2019 and is entered into by and between:

**NEXUS R FORWARD FINANCE INC.**, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines with principal office address located at Unit 1602, 16th Floor, Pacific Star Building, Sen. Gil Puyat Ave. corner Makati Ave., Makati City, Philippines, represented herein by **DAIKI SHIRAKAWA**, hereinafter referred to as the "**Company**"

**-and-**

\_\_\_\_\_, Filipino, of legal age and with residential address at \_\_\_\_\_, Philippines hereinafter referred to as the "**Agent**".

### **Recitals:**

**(A) WHEREAS**, Nexus is a duly registered Finance Company duly authorized by law to provide financing and/or lending services;

**(B) WHEREAS**, Nexus is willing to provide its lending and financing facilities to qualified businesses and companies who are willing and interested to assist their employees to secure and obtain loan/s from Nexus;

**(C) WHEREAS**, the Agent hereby represents that he/she is capable and competent to undertake the needs and demands of the Company for purposes of marketing and promoting its Product and/or Services to qualified businesses and companies;

**(D) WHEREAS**, the Agent represents that he/she can convince clients or businesses to enter into a Memorandum of Agreement with Nexus to make available the latter's lending and financing facilities to the clients and client's employees;

**(E) WHEREAS**, the Company hereby engages the Agent and the Agent accepts the engagement and that the parties hereby mutually agree to the following terms and conditions, to wit:

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the stipulations hereinafter set forth, the parties agree to the following terms and conditions:

### **1. DEFINITIONS**

As used herein, the following terms shall have the meanings set forth below:

a) **“Product or Service”** shall mean the following of the Company’s products to be marketed and/or promoted by the Agent: Financing Services, Biscuits Mobile App, Biscuits Work, Salarys

b) **“Territory”** shall mean the following described geographic area and/or specific accounts: Specified Areas Metro Manila Area as per Appendix A.

c) **“Client”** refers to those juridical persons convinced and/or procured by the Agent to avail of the Services and/or Products of the Company for the benefit of its Employees through the execution of the appropriate contract and/or agreement between the said juridical entity and the Company.

d) **“Employees”** refers to the bona fide employees of the Client.

## 2. **APPOINTMENT**

Company hereby appoints Agent as its sales and marketing representative for the Product/Service in the Territory, and the Agent hereby accepts such appointment. The Agent’s sole authority shall be to solicit and/or offer the Products and/or Services in the Territory in accordance with the terms of this Agreement. The Agent shall not have the authority to make any commitments whatsoever on behalf of Company, and will be fully responsible for keeping his or her customers duly informed of this limit on Agent’s authority to make agreements on behalf of Company with the customer.

## 3. **GENERAL DUTIES**

a) Agent shall undergo the necessary trainings set for and provided by the Company and binds himself to perform his/her obligations under the terms of this Agreement within the scope, conditions, and standard provided for by the Company;

b) Agent shall use its best efforts to promote the Products and maximize the sale of the Products in the Territory;

c) Agent shall provide reasonable assistance to Company in promotional activities in the Territory such as product presentations, sales calls, and other activities of Company with respect to the Products;

d) Agent shall provide reasonable “after sale” support to Product purchasers and generally perform such sales-related activities as are reasonable to promote the Products and the goodwill of Company in the Territory, in the line of business Company is in;

e) Agent shall report daily, weekly or monthly, at the discretion of the Company, concerning sales of the Products/Services and competitive promotional advertising pricing activities;

f) Agent will devote adequate time and effort to perform its obligations;

g) Agent shall neither advertise the Products outside the Territory nor solicit sales from purchasers located outside the Territory without the prior written consent of Company.

#### 4. **RESERVED RIGHTS**

a) Company reserves the right to solicit contracts and/or memorandum of agreements directly with any client and/or end users within the Territory without the knowledge and/or consent of the Agent.

b) Agent's task is to solicit contracts and/or memorandum of agreements all potential clients and businesses, unless agreed otherwise elsewhere in this Agreement.

#### 5. **CONFLICT OF INTEREST**

a) Agent warrants to Company that it does not currently represent or promote any products or service that compete with the Products and that Agent is free to enter into this Agreement and that this Agreement does not violate any agreement heretofore made by Agent and which remains in force.

b) During the term of this Agreement, Sales Representative covenants and agrees it shall not represent, promote, or otherwise try to sell within the Territory any products or service that, in Company's judgment, compete with the Products covered by this Agreement.

c) Agent shall provide Company with a list of the companies and products that it currently represents and shall notify Company in writing of any new companies and products at such time as its promotion of those new companies and products commences.

#### 6. **INDEPENDENT CONTRACTOR**

a) Agent is an independent contractor engaged at will by the Company, and **NOTHING contained in this Agreement shall be construed to:**

- (i) give either party the power to direct and control the day-to-day activities of the other;

- (ii) constitute the parties as partners, joint venturers, co-owners or otherwise; or
  - (iii) allow Agent to create or assume any obligation on behalf of Company for any purpose whatsoever.
- b) Agent is not an employee of Company and is not entitled to any employee benefits. Neither Agent nor Agent's employees shall be entitled to participate in any Company plans, arrangements, or distributions pertaining to any pension, stock, bonus, profit sharing, or similar benefits.
- c) Agent shall be responsible for paying all income taxes and other taxes charged to Agent on amounts earned hereunder. All financial and other obligations associated with Agent's business are the sole responsibility of the Agent.

## 7. **INDEMNIFICATION**

- a) Agent shall indemnify and hold Company free and harmless from any and all claims, damages, or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Agent, its employees, or its agents.

## 8. **SALE AND COMPENSATION**

- a) **Prices and Terms of Conditions.** Company shall provide Agent with copies of its services, terms and conditions of Company's financial and lending services as established from time to time. Agent shall offer to client/s or customers only those services/products including its terms and conditions as provided by the Company.

- b) **Memorandum of Agreement or Contract.** The agent shall present to the customer the Memorandum of Agreement and/or Contract prepared by the Company and shall secure and/or procure from the customer or client the necessary supporting documents enumerated hereunder as follows:

- a. Client's General Information Sheet (GIS)
- b. Latest Financial Statement
- c. Company Application Form
- d. Employee Data
- e. President's ID
- f. PhilHealth Contribution List with Official Receipt
- g. Contact Persons' ID
- h. Secretary Certificate (if applicable)
- i. Other document/s as required by our Review Team

- c) **Screening and Verification of Information and Documents.** The

Agent shall be responsible for the initial screening of the client and shall require from the latter documentary requirements prior to the execution of the contract pertaining to the availment of Company's product. It shall be the agent's responsibility to stringently verify the genuineness and authenticity of the documentary requirements submitted by the customers. As such, upon the submission of the said documentary requirements to the Company, the Agent warrants to the former that the said documentary requirements are genuine and authentic and that in case of discovery of fraud and/or falsification of the client's documentary requirements, the Agent binds himself/herself to be solidarily liable to the Company for the total outstanding balance or liability of the client to the Company.

d) **Closing of Transaction.** The main target of the Agent is to close a transaction between the client and the company pertaining to the latter's lending and financial services facilities. However, the execution of the Memorandum of Agreement or any contract relative thereto shall not be the basis of the determination of the Agent's commission and/or compensation.

e) **Sole Compensation.** Agent's sole compensation under the terms of this Agreement shall be a **COMMISSION** computed in **Appendix A**. If this Agreement is terminated for breach on the part of the Agent or the contract between the Client and the Company is terminated due to fraud or any false pretense committed by the Agent or the concerned Client, the parties agree that the Agent's right to the Commission specified herein shall be revoked automatically and all amounts paid as commission by the Company to the Agent shall be returned and/or refunded immediately by the Agent to the Company, without need of any demand, judicial or otherwise.

f) **Basis of Commission.** The Commission shall apply to all contracts solicited by Agent from the Territory that have been accepted by Company and for which actual payment has occurred. No commissions shall be paid on orders from outside the Territory (even if Agent receives the initial inquiry from outside the Territory) unless otherwise agreed and/or authorized in writing by Company. Commissions shall be computed on the net amount of interest paid by Employee. In the event that this Commission is deemed not applicable to the Product and/or Service offered by the Client, the parties agree to mutually execute a separate agreement embodying the terms of the Commission. In no case, however, will the company be forced to enter into such separate agreement where the amount of Commission shall be greater than what is provided herein.

g) **Time of Payment.** The commission on a given order shall be due and payable when paid by the customer and be due **after 10<sup>th</sup> of the next month, once payments are already cleared for previous month.**

h) **Collection.** Full responsibility for collection from customers rests with Company, provided that Agent shall at Company's request assist in such collection efforts.

i) **Inquiries from Outside the Territory.** Agent shall promptly submit to Company, for Company's attention and handling, the originals of all inquiries received by Agents from prospective client/s outside the Territory.

## 9. **EXPENSES**

a) Agent shall bear any, and all costs or expenses incurred by Agent to perform his obligation under this Agreement, including, but not limited to travel expenses, and telephone expenses, except those which Company agrees to pay for in writing ("Agreed Expenses")

b) Any claim for Agreed Expenses must be accompanied by such proof of payment as Company may specify from time to time.

## 11. **TERM AND TERMINATION**

a) **Term.** This Agreement shall commence on \_\_\_\_\_, 2019 and continue for one year thereafter, unless terminated earlier as provided herein. This Agreement shall continue until terminated upon at least thirty (30) calendar days' written notice by either party. If not terminated during the first year, this Agreement shall continue until one party or the other terminates the Agreement with thirty (30) calendar days' written notice.

b) **Immediate Termination.** Notwithstanding the foregoing, the Company reserves the right to immediately terminate this Agreement, for any cause whatsoever, without the need of sending the notice specified in the preceding subclause.

c) **Return of Materials.** All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, demonstrators, literature, digital materials, and sales aids of every kind shall remain the property of Company. Within ten (10) days after the termination of this Agreement, Agent shall return all such items to Company at Agent's expense. Agent shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Agent shall cease to use all trademarks, other marks, and trade name of Company.

## 12. **LIMITATION OF LIABILITY**

The Company shall not be liable to the Agent, because of the termination for compensation, reimbursement, or damages on account of the loss of

prospective profits or anticipated sales or on account of expenditures, investments, leases, or commitments in connection with the business or goodwill of the Company or the Agent. Company's sole liability under the terms of this Agreement shall be for any unpaid commissions. Notwithstanding anything to the contrary, if the goodwill and/or reputation of the Company is damaged by reason of the act and/or omission of the Agent or that the Company suffers any form of damages due to the said act or omission of the Agent, the parties agree that the Agent shall be liable to the Company for all damages, actual or otherwise, incurred by the company directly and/or indirectly arising from such act and/or omission of the Agent.

### 13. **CONFIDENTIALITY**

- a) Agent acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties.
- b) Agent agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Company.
- c) In the event of termination of this Agreement, there shall be no use or disclosure by Agent of any confidential information of Company.

### 14. **NOTICES**

Any notice required or permitted by this Agreement shall be deemed given if sent by recognized overnight courier delivery service to the appropriate address stipulated below or to the email address below:

If to Company: Nexus R Forward Finance Inc. Unit 1602, 16<sup>th</sup> Floor,  
Pacific Star Building, Sen. Gil Puyat Ave. corner Makati Ave., Makati  
City, Philippines  
Company Email Address: support@biscuits.ph

If to Sales Representative: #3 Unit C General Delgado St. San Antonio  
Village Pasig City 1600  
Sales Representative Email Address: tinconde@gmail.com

### 15. **SALE OF BUSINESS**

Both parties acknowledge that the Company is entering into this Agreement due to the special, unique, and extraordinary skills of Agent. Accordingly, this Agreement may not be transferred, sold, or assigned to any other individual, corporation, partnership, or joint venture without

the Company's prior approval.

**16. NO WAIVER**

The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

**17. ENTIRETY OF AGREEMENT**

The terms and conditions set forth herein constitute the entire Agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

**18. GOVERNING LAW**

This Agreement is governed by the substantive and procedural laws of the Philippines without reference to its conflict of laws principles and the parties agree to submit to the exclusive jurisdiction of, and venue in Makati City, Philippines in any dispute arising out of or relating to this Agreement.

**19. HEADINGS IN THIS AGREEMENT**

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

**20. SEVERABILITY**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2019, to become effective as of \_\_\_\_\_, 20\_\_.



**NEXUS R. FORWARD INC.**

Represented by:

\_\_\_\_\_  
**Agent**

**DAIKI SHIRAKAWA**

*President*

***Signed in the Presence of:***

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## **APPENDIX A**

### **Biscuits Sales Partnership Program**

#### **Commission Table**

<b>Number of Employees per Company</b>	<b>Amount</b>
12 - 19 employees	PHP 5,000
20 - 50 employees	PHP 10,000
51 - 100 employees	PHP 15,000
100 above employees	PHP 20,000

#### **Conditions of Commission:**

1. At least one employee in the company will loan.
2. Number of Employee is based on PhilHealth contribution
3. Nexus can join the meeting but company need to have the decision maker attend.

4. You need to get all requirements. (Nexus can help but it will be solely your responsibility.)
5. We have a company review process for potential clients based on the requirements that were provided as well as based on other records. If a company does not pass the review process, we will not push through with the company.
6. Only companies that are registered as Corporations in SEC are eligible for our service.
7. As discussed in Clause 9 of the contract, any expense for getting the clients will be shouldered by the sales representative.
8. All decisions that are not in our service, product or Memorandum of Agreement (MOA) for potential clients should be consulted with Nexus for approval.
9. We can provide necessary equipment for sales representative, for approval by Nexus.

**Preferred Industries to Tap (but not limited to):**

1. Industrial
2. Manufacturing
3. BPO
4. IT
5. Factories
6. Logistics

Note: Security agencies will not be considered. Manpower companies can be considered depending on the Financial Statement.

**Areas to avoid\*:**

1. Marikina
2. Caloocan
3. Novaliches
4. Valenzuela
5. Navotas
6. Malabon
7. Outside Metro Manila

\*However, if company has more than 50 employees it will be considered.

\*For companies outside Metro Manila it should have more than 100 employees.

\*All current client of FREELANCE outside Metro Manila or under the restricted areas can be considered depending on the level of client's interest with our offer.