

## TERMS AND CONDITIONS

Acceptance of this "Terms & Conditions" is made and effective the day you accept this agreement

**BETWEEN: LATENIGHTGIST [LNG]**, a subsidiary organized under **Princesage Online Branding [POB]** which is existing under the laws of the state, **LAGOS STATE NIGERIA** with her head office located at:  
No.5 Adebayo Street, Shomolu Pedro, Lagos, Nigeria

**AND: You**, (the "Influencer or named celebrity"), a group of people or persons living or organized and existing under the laws of the state. Nigeria

## RECITALS

- Celebrity/Influencer & LNG desire to join together for the pursuit of common business goals.
- Celebrity/Influencer & LNG has considered various forms of joint business enterprises for their business activities.
- Celebrity/Influencer & LNG desire to enter into a Celebrity/Influencer agreement as the most advantageous business form for their mutual purposes.

In consideration of mutual promises contained in this agreement, Celebrity/Influencer & LNG agree as follows:

### 1. NAME, PURPOSE, AND DOMICILE

a) The name of the Celebrity/Influencer's & LNG Agreement shall **be LNG INFLUENCER AGREEMENT**. The Celebrity/Influencer & LNG agreement shall be conducted for the purposes of "Awareness and Commercialization".

b) The principal place of business shall be at No.5 Adebayo Street, Shomolu, Pedro, Lagos, Nigeria unless relocated by majority consent of the Celebrity/Influencer.

### 2. DURATION OF AGREEMENT

The term of this agreement shall be for a provision of two profitable years, commencing from the date of celebrity/influencer acceptance as a group of people, company or named individual. LATENIGHTGIST INFLUENCERS/CELEBRITY continues to be in operation, unless sooner terminated by mutual consent of the parties or by operation of the provisions for this agreement. As LateNightGist agrees to endorse LATENIGHTGIST INFLUENCER to be an Influencer solely responsible to support awareness and commercialization

### 3. CLASSIFICATION AND PERFORMANCE BY CELEBRITY/INFLUENCER

a. The LATENIGHTGIST Influencers or Named Individual shall be classified as a LATENIGHTGIST Influencer rendering personal content generation services to the public in the name of LateNightGist perhaps, voluntarily owning a platform for him/herself under the domain of Latenightgist

At the time of taking effect of this agreement, LATENIGHTGIST Influencers shall agree to be a social Influencer providing useful information, lifestyle, products and first class news or event of him/herself or personal brand to her fans through a personalized Latenightgist's custom platform. LateNightGist shall remain the major-active partner/parent Company and advisory partner, solely responsible for creating and maintaining the platform.

b. Any LateNightGist Influencer may at any age be required to become real custom owners of her domain name at any time if the EXECUTIVE COMMITTEE OR TACTICAL LEVEL MANAGEMENT AS THE CASE MAY BE with the approval of TWO-THIRDS OR AS THE CASE MAY BE of the other active parent company, **"Princesage Online Branding"** shall decide that the change is for any reason in the best interests of the company, **LateNightGist**. Provided notice of the decision shall be given in writing to the Influencer. The notice shall be signed by the CHAIRMAN OR AS THE CASE MAY BE of the EXECUTIVE COMMITTEE OR AS THE CASE MAY BE or, in the event of his or her being unable to sign at the time, by another member of the EXECUTIVE COMMITTEE OR AS THE CASE MAY BE. The notice shall be served personally on the Influencer required to change his or her status, or mailed by registered mail to the Influencer's last known address. Change of the Influencer status shall become effective as of the date specified in the notice.

c. All respective influencers shall have a full dedicated platform with her respective custom subdomain e.g. bayo.latenightgist.com where all content will be posted and shared.

- Full control of their blogs
- Automatic post to all social networks
- Dedicated account officer
- Full support
- POB team shall assist in managing and fixing all bug issues
- Celebrity or Influencer shall enjoy 80% of Ads proceeds and POB 20%
- Celebrity or Influencer shall also enjoy ecommerce functionality (CMS Engine for selling goods with receipts)
- Celebrity or Influencer shall enjoy 80% of all profit turnover on sales and POB 20%
- Leads shall be generated specially to ensure personal fans can get content delivered specially from the influencer and directly delivered to their respective mails of her followers
- Social media activities and follow buttons shall be embedded into her personal blog/Website such that all activities can be viewed from one place
- Traffic and fans management tips
- Opportunity to address fans on controversial media news
- An introductory video space for advertising on what's trending

d. In the event that an Influencer dies, the Influencer death benefit or the subsidiary estate shall be the responsibility of the respective Influencer's individual insurance plan (If any) or death benefit provisions. LateNightGist shall in no way be responsible for death compensation for the beneficiaries of the respective Influencer.

#### 4. CONTRIBUTION

LateNightGist Influencer shall be an active Influencer rendering services of him/herself through regular/personal social post, news update, and personal sales (If necessary) as her contribution to support awareness and commercialization. LateNightGist shall be the major active partner and advisory partner, solely responsible for managing the platform, fixing bugs and searching for available plugins that will best promote awareness, marketing and commercialization. LateNightGist shall also be responsible to provide support & professional advice in proportional relation to the Influencer's contribution. Any, workshop etc. additional contribution required of Celebrity/Influencer shall only be determined and established in accordance with Article Nineteen.

***In compliance with the above mentioned LateNightGist clearly state LateNightGist social Influencer duties as seen below:***

**1. Content:** To proactively work with LATENIGHTGIST team, drawing upon all available resources to provide first hand personal information, content and sales material. (Personal posting or through account officer)

**2. Listen:** Working together with LateNightGist/POB to effectively listen to negative or controversial contributions from your brand competitors, news sites or blogs

**3. Curate:** To proactively work with LATENIGHTGIST team, drawing upon all available resources to create useful content post, social videos, and podcast if necessary

**Share:** Use social media tools through Latenightgist guidance to automatically share post to all social networks immediately each post has been posted or approved. Also publicize your personal Url e.g. 2face.latenightgist.com wherever, whenever or whatever platform

#### 5. BUSINESS EXPENSES

The rent of the buildings where LateNightGist business operates shall be carried on, and the cost of repairs and alterations, all rates, taxes, payments for insurance, and other expenses in respect to the head office used for this agreement, and the wages for all persons employed by LateNightGist are all to become payable on the account of LateNightGist. All damages or loss incurred shall be paid out of the capital of LateNightGist or the profits arising from the sales of ads. All personal or additional service rendered directly to LateNightGist Influencers shall be offered at a discount, drawing upon all available resources provided by the entire Celebrity/Influencer of LateNightGist. All laptops, extra tools, internet service used by the celebrity or Influencer writer from his/her personal domain shall be payable on the account of the Celebrity/ influencer

## 6. AUTHORITY BETWEEN EACH PARTIES

- Must not register this kind of service Celebrity/Influencer to other blogs, companies or news writers who in future will begin services similar to this agreement, as we regard this to be a clear violation of article eighteen (18) of this agreement. However, this agreement allows Celebrity/Influencer advance draws as seen in article Ten (10) of this agreement
- POB or LateNightGist must be notified immediately posts are made through her assigned account officer social media tags
- Social influencer must do a personal video/Image that informs the public on getting all information, sales, original social media activities and handle from her respective subdomain url (e.g. koffi.latenightgist.com)
- Must not violate general copyright policies and suppliers rules. Must sell or display only social contents they have rights to display and give credits where necessary
- Responsible for comments and response
- Where post content seems to be an ad placement directly or indirectly, POB or LateNightGist shall still be entitled to her profit portion of 20% as seen in Article Ten (10) of this agreement. The only exemption to this, is posting ads of a show that engages the influencer's performance or engagement
- Must share to all personal social networks channels using the auto feed generator. VIII. Must not provide content violating the terms and agreement of the contract. E.g. fraudulent content, network marketing, pornography, or stolen content from other blogs without credits
- POB/LateNightGist shall be responsible for Platform maintenance such as plugin updates, bug fixes, hacker's protection and other integrations workmanship setup. Where there will be need for a third party function, LateNightGist shall put into writing the related features, functions, needs and cost of application. Workmanship from LateNightGist to this set up shall be charged at no cost and LateNightGist shall not be responsible for damages incurred where celebrity/influencer do not take to advice
- Freedom to retire at any given time as stated in article twelve (12) of this agreement
- Social influencer can have different authors post administration with their respective credits encrypted to each post by each authors
- A corporate email (2face@latenightgist) shall be assigned to the celebrity/influencer with a copy of incoming mails to be forwarded to the mail of the social influencer and LateNightGist automatically
- Sales receipt of every transaction shall also be copied to parties involved
- Must have written experience and sound knowledge of fans
- Time to work is not controlled by POB but most post will be delivered to social followers or subscribers email at night
- In cases where there's an endorsement deal with the influencer or celebrity in question, LateNightGist ads placement profit benefits remains unchanged
- There shall be no form of third party ads platform such as Google ads, Infolinks etc.
- Periodic reports will be sent to the mails of influencer or celebrity

- Latenightgist has the right to encrypt links or tabs to the primary menu, linking them to LateNightGist.com but cannot encrypt links of celebrity/influencer's competitors
- Links to third party sales websites on the platform without the consent of Latenightgist are prohibited. All items desired to be sold must be done on the platform
- In cases where sold items are tangible and involves shipping, LateNightGist shall not be responsible for customer's refunds or delivery
- All customers payment shall be made through account of the parent company Princesage Online Branding

## **7. SEPARATE DEBTS**

No LateNightGist Influencer or celebrity shall enter into any bond, or become surety or customer, or provide security for any person, Celebrity/Influencer, or corporation, or knowingly condone anything by which LateNightGist property/name may be attached or taken in execution, without the prior written consent of LateNightGist.

LateNightGist Influencer shall punctually pay her separate, personal Celebrity/Influencer/customers/suppliers separate debts; indemnify LateNightGist and the capital or property of the Celebrity/Influencer against the party, supplier or customer's separate debts and all expenses relating to such separate debts.

## **8. BOOKS AND RECORDS**

Books of account shall be maintained by LateNightGist separately to be reconciled at a given time and in respect to Influencer's ads and sales transactions. The books of account and all records of the Celebrity/Influencer shall be retained at the principal place of business as specified in Article One. Each partner shall have free access at all times to all books and records maintained relative to the Influencer business.

## **9. ACCOUNTING**

The agreed year of the agreement shall be from the date of acceptance of this agreement to the twelfth (12) month of each year which shall be the age next birthday of this agreement. On the month of birthday of this agreement in each succeeding year, a general accounting shall be made and taken by **LateNightGist** of all personal ads sales, purchases, receipts, payments, and transactions of the agreement during the preceding fiscal year, and of all the capital property and current liabilities of the agreement. The general accounting shall be written in the agreement account books and signed in each book by each partner immediately after it is completed. After the signature of each partner is entered, **LATENIGHTGIST** shall keep the books and shall be bound by every account, except that if any manifest error is found in an account book by you, the Influencer and shown to LATENIGHTGIST within 1 month after the error shall have been noted and the error shall be rectified.

## **10. DIVISION OF PROFITS AND LOSSES**

LateNightGist and the celebrity/influencer shall be entitled to 20% and 80% respectively of the personal ads sale and ecommerce transactions of the Influencer platform and all losses occurring in the course of the business shall be borne in the same proportion, unless the losses are occasioned by the willful neglect or default, and not the mere mistake or error, of the Influencer, in which case the loss so incurred shall be made good by the LATENIGHTGIST through whose neglect or default the losses shall arise. Distribution of profits shall be made on the 3<sup>rd</sup> DAY AFTER THE SALE HAS BEEN COMPLETED, CONFIRMED, DELIVERED AND PAID FOR

## **11. ADVANCE DRAWS**

Each representative involved in this agreement shall be at liberty to draw out of the business in anticipation of the expected profits, any sums or service that may be mutually agreed on, and the sums/service are to be drawn only after there have been entered in the books of the terms of agreement, giving the date, the amount to be drawn by the respective Celebrity/Influencer, the time at which the sums shall be drawn, and any other conditions or matters mutually agreed on. The signatures of each representative shall be affixed on the books of the agreement. The total sum of the advanced draw for each partner shall be deducted from the sum that partner is entitled to under the distribution of profits as provided for in Article Ten. In cases where LATENIGHTGIST do not default in the said payment agreement, the Influencer can only draw out of business as seen in article thirteen(13) of this agreement

**12. SALARY:** No party shall receive any salary from this Celebrity or Influencer agreement, and the only compensation to be paid shall be as provided in Articles Ten and Eleven of this agreement. Except if the influencer desire from POB/LateNightGist an extended service not stated in this agreement to improve productivity and commercialization

## **13. RETIREMENT**

In the event you, the LateNightGist Influencer shall desire to retire from this agreement, the Influencer shall give 2 months' notice in writing to LateNightGist. If for any reason the said retirement is seen as violation of her corporate rights, business law and bridge of agreement. All disputes arising from such determination shall be resolved as provided in Article Twenty.

## **14. RIGHTS OF RETIRING INFLUENCER & LATENIGHTGIST**

On the retirement of any LateNightGist Influencer, the retiring Influencer & LATENIGHTGIST shall be at liberty, if they so desire, to retain or share some of the jobs credits and leads except from the trade names/post designating the firm name used by the Influencer or Latenightgist . Each of the Celebrity/Influencer shall sign and execute any assignments, instruments, or papers that shall be reasonably required for effectuating an amicable retirement. And all credit claws must be carefully stated in the retirement agreement

## **15. DEATH OF THE INFLUENCER OR LATENIGHTGIST**

In the event of the death of a LateNightGist Influencer in this agreement, the proven beneficiary of the deceased shall be credited with any ads placement benefits or profit turnover accrued to the agent as seen in the books kept according to article eight (8). The original rights of the Celebrity/Influencer shall accrue to their heirs, executors, or assigns. There is no group life policy for the Influencer.

In cases, where LATENIGHTGIST is acquired by other firms, rights of the Influencer remain the same. In situations, where LATENIGHTGIST is liquidated, the Influencer takes full credit for her jobs, campaigns strategies and more

## **16. MANAGEMENT**

- Work or post time is not controlled by LATENIGHTGIST
- Content and creation tips
- All post will be monitored through the quality assurance team
- Right to get POB services for personal branding at highly discounted prices
- Links to personal blogs or third party blogs must not violate the POB/LateNightGist business practices
- Freedom to engage in other social media and website platforms
- Backlinks to Latenightgist Home
- Compliance to LateNightGist content ethics
- Activities of all social media sites {facebook, twitter, Instagram etc} and their follow buttons will be embedded to the platform
- Social share buttons to share each post
- Ecommerce functionality will be flexible but attract extra cost for extra services
- Get followers full details ☑ Support service will be offered free with assigned account officer
- Corporate custom Latenightgist email and subdomain
- Primary tabs can differentiate categories
- Unlimited post and videos uploads
- Sell any form of content or material as long as it doesn't devalue the POB ecommerce Celebrity/Influencer' sales agreement
- Sales of digital items might attract extra cost billed yearly or monthly but highly affordable
- Sell on personal facebook pages
- Hosting, domain and security management shall be the responsibility of LateNightGist
- Social influencer may wish to inform Latenightgist on any event to be covered prior to the given date
- System maintenance check will be done periodically

## **17. RELEASE OF DEBTS AND CUSTOMERS REFUND POLICY COMPENSATION**

No LateNightGist Influencer agent shall compound, release, or discharge any debt that shall be due or owing to LATENIGHTGIST, without receiving the full amount of the debt, unless that Influencer obtains

the prior written consent of LATENIGHTGIST to the discharge of the indebtedness. 10% refundable damage agreement cost within the period will be reserved by LATENIGHTGIST to pay aggrieved customers who are not satisfied with service delivery after placing ads or delivering the goods item. If after 15days of customers review there are no untreated complains, 10% shall be refunded back to the social influencer

#### **18. COVENANT AGAINST REVEALING TRADE SECRETS**

No Influencer shall, during the continuance of the agreement or for 10years after its termination by any means, divulge to any person not a member of the firm any trade secret or special information employed in or conducive to the agreed business and which may come to LATENIGHTGIST's knowledge in the course of this agreement, without the consent in writing of LATENIGHTGIST, or of the other Celebrity/Influencer' heirs, administrators, or assigns.

#### **19. ADDITIONAL CONTRIBUTIONS**

The LateNightGist Influencer shall not have to contribute any additional capital to the Celebrity/Influencer required under Article Four, except as follows:

- (1) The LateNightGist Influencer is willing to support the organization or increase the number of products sold on her home page or probably sell digital items for download
- (2) Financial obligation to cover copyright damages incurred where necessary

#### **20. ARBITRATION**

If any differences shall arise between or among the company and the Freelancer as to their rights or liabilities under this agreement, or under any instrument made in furtherance of this agreement, the difference shall be determined and the instrument shall be settled using alternative dispute resolution before litigation will be resulted to

#### **21. ADDITIONS, ALTERATIONS, OR MODIFICATIONS**

Where it shall appear to the Influencer that this agreement, or any terms and conditions contained in this agreement, are in any way ineffective or deficient, or not expressed as originally intended, the partners will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration, or modification shall be in writing, and no oral agreement shall be effective.

IN WITNESS WHEREOF, the parties have executed this Partnership Agreement at NO. 5 ADEBAYO ST PEDRO ROAD, SHOMOLU, LAGOS ON the day and year first above written or accepted by conduct

LATENIGHTGIST CELEBRITY OR INFLUENCER AGREEMENT (Princesage Online Branding)