



GrowthMindset

Consultant Agreement

Dated the 01st of June 2025

Between

Growth Mindset Limited

9th Floor

Tanzanite Park

PO Box 105552

Dar es Salaam

Tanzania

(The Client)

And

[The Consultant]

This consulting agreement will commence on the **1** day of **June** of the year **2025**

1.0 Parties

This consulting agreement is hereby made between _____
a Tanzanian National with the National Identification Number of (NIDA)
_____ (Hereinafter referred to as the “CONSULTANT”)

AND

Growth Mindset Limited of P.O Box 105552, Dar es salaam with office address located at 9th Floor, Tanzanite Park, Victoria (Hereinafter referred to as the “CLIENT”)

WHEREAS the Consultant who is an expert as a **Growth Agent**, agrees to perform the service set forth in this Agreement unto the Client (Hereinafter referred to as the “SERVICE or SERVICES”)

AND WHEREAS the Client desires to hire the Consultant to provide the service or services with an expiry date of **31st day of March of the year 2026**

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein, it is hereby agreed as follows.

2.0 Service Description

- 2.1. The consultant offers consulting services on distribution, sales & marketing of client products and various commercial services
- 2.2. Due to the nature of the work working hours are **08:00 hrs to 17:00 hrs** Monday to Friday, inclusive of one hour break for lunch which may vary depending on work commitments and Saturday hours are **09:00 hrs to 13:30 hrs.** – these working hours are to ensure a full team of consultant can align and work together.

3.0 Representations & Warranties

- 3.1. The consultant shall perform the services in accordance with the highest standards of professional skill and that for a period of 5 days from the completion date of the services, the consultant shall, at no charge to the client, furnish such materials and services as may be necessary to correct any defects in the materials or deliverables developed under the applicable statement of work.
- 3.2. Shall comply with all applicable Tanzania and other jurisdictional laws, including local rules, in performing the services.
- 3.3. Has a legal right to remain and work in Tanzania and that the consultant shall indemnify, defend, and hold client harmless against any claims, penalties, fees, or

charges of any kind whatsoever arising out of or because of consultant's failure to comply with applicable laws.

- 3.4. It has the authority and capacity to enter into this agreement and it is not subject to any restrictive covenant or other legal obligation which prohibits the consultant from performing the services.
- 3.5. Hasn't any relationship with any third party with whom client has contracted which would cause such person to have a conflict of interest in relation to this agreement or in respect of the services. Should any such conflict of interest arise during the term of this agreement, the consultant covenants and agrees to immediately notify the client.
- 3.6. The Consultant throughout the duration of this agreement may at times be in contact with or work on projects that interact with third parties such as the Client's customers or other third-party suppliers, client employees and or other consultants that may need to work together to perform the objectives of the service as one team and unit.

4.0 Term

The term of this agreement shall commence on **01.06.2025** and continue until the scheduled completion dates.

5.0 Performance Management

The consultant will be subjected to monthly deliverables that will be communicated monthly and will be assessed on meeting the deliverables.

6.0 Compensation & Payment

As consideration for the services, the consultant has agreed to be remunerated a commissionable amount per client products as attached appendix. (commissionable income structure)

7.0 Reimbursables & Expenses

- The Client will cover any relevant expenses associated with travel and accommodation outside of working station.
- The Client will provide relevant working tools necessary for successful completion of the project to the Consultant.
- The Consultant will be responsible to cover their own travel expenses within working station that may include movement from various venues and travel to and from your workstation.

8.0 Payment Terms

- 8.1. As a national Consultant there will be a 5% deduction of Withholding Tax from all instalment payments, the consultant will be transferred the net amount.
- 8.2. The Client will take a maximum of 30 days to clear any payment as long as all relevant milestones/deliverables have been met.

- 8.3. In case of any changes or adjustments to the payment schedule stipulated above there must be a signed addendum to the agreement signed by both parties in signature of this document.

9.0 Independent Contractor

- 9.1. Consultant and client shall always be deemed to be independent contractors, and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture, or other combined business organization. Consultant shall hold no authority, express or implied, to commit, obligate or make representations on behalf of client and shall make no representation to others to the contrary. Nothing herein is intended nor shall be construed for any purpose as creating the relation of employer and employee or agent and principal between the parties. Except as otherwise specified herein, consultant retains the right to direct, control or supervise the details and means by which the consulting services are provided. Consultant shall be responsible for payment of all foreign and domestic taxes arising out of the consultant's activities in connection with this agreement, including without limitation, sales, goods and services, excise, value added etc.
- 9.2. Client shall not be responsible for the appropriate filing of and payment of income taxes whatsoever on behalf of the consultant (except for the stipulated Withholding Tax Deduction), and consultant further agrees to indemnify, defend, and hold client harmless from and against any claims or action arising out of or relating to consultant's failure to file such taxes to the revenue authority.

10.0 Acceptance

- 10.1. If the client is not reasonably satisfied with the service, they will so notify consultant with an explanation of the deficiency. Consultant will, at its own expense, re-perform the service within 7 days after receipt of the client's notice of deficiency. The foregoing procedure will be repeated until the client accepts or finally rejects the service in its reasonable discretion.

11.0 Termination

- 11.1. This agreement may be terminated by either party in the event of the other party fails to perform its obligation hereunder on time, fails to assure timely performance, or otherwise fails to perform its material obligations; provided, however, that prior to such termination the terminating party an opportunity to cure any alleged default during such 14-day notice period.
- 11.2. If the Consultant at any given time exercises any of the following acts it will be deemed as gross misconduct and lead to immediate termination of the consultancy agreement:
 - Theft of Company assets

- Engaging in Commercial Services with products or services existing outside of Clients portfolio.
- Consistent negligence of responsibilities
- Falsification of information in connection to the General Scope of Services
- Acts of harassment, bullying or discrimination to any member of the public
- Acceptance or issuance of bribes
- Mistreatment (use of offensive and rude language) to collaborators such as (Clients, Co-Workers, Targets, Customers & other key project Stakeholders)
- Insubordination or refusal to cooperate with your Line Manager
- Serious misuse of Clients name or property
- Set up or direct engagement with a competing business or organisation.
- Misuse of confidential information
- Serious incapability at work due to alcohol or illegal drug
- Consistent inability to perform as per the agreed targets.

11.3. The client may terminate this agreement, or any services to be performed hereunder, in whole or in part, without cause and for its own convenience, by providing Consultant written notice of termination at least 14 days in advance, specifying the extent to which the agreement is so terminated and the date upon which such termination becomes effective. The client shall have no liability for such termination except for liability for services rendered or expenses incurred by the Consultant in accordance with this agreement prior to the effective date of such termination and for which payment has not been made.

11.4. Upon termination of this Agreement, Consultant shall return to the Client all copies of any client data, records, or materials, of whatever nature and regardless of media. Consultant shall also furnish the client with all work in progress or portions thereof. Within 14 days following termination or expiration of this agreement, the consultant shall submit to client a termination proposal detailing the work completed and accepted by client and the proposed value of such completed and accepted work.

11.5. The amount due to consultant because of any termination hereunder will be as follows:

- For Services performed on agreed fee basis: A prorated portion of the overall statement of work price based on the per cent of the work completed and accepted up to the date of termination.

- For Services performed on a time-and-materials basis: Actual scope of work done under the statement of work for accepted services at the assignment rates set forth in the statement of work.
- Upon payment of the agreed to termination settlement amount, the client shall thereafter have no liability or obligation to consultant for any further compensation, fees, expenses, or other payments related to this agreement.

12.0 Publicity

12.1. Except as required by law, consultant shall not issue any press release or make any other public statement relating to this agreement, any services performed under this agreement, or any of the transactions contemplated by this agreement, without obtaining the prior approval of client's as to the contents and the manner of presentation and publication of such press release or public statement.

13.0 Confidentiality

13.1. Each party shall receive in confidence ("receiving party") from the other party ("disclosing party") and treat as confidential all technical information, business information, management information, and documentation which (i) is stamped or otherwise marked as being confidential or proprietary, whether in written or electronic form, (ii) pertains in any way to such party's (or its affiliates') business plans or methods, or (iii) otherwise is not generally known by others, and under the circumstances of the disclosure, the disclosing party had a reasonable expectation that the receiving party would know that the information is confidential or proprietary (collectively, "Proprietary Information").

13.2. A receiving party shall hold Proprietary Information received from the disclosing party in confidence, shall use such information only for the purpose of and in accordance with this Agreement and shall not further disclose such information to any third party without the prior approval of the original disclosing party. The obligation to protect the confidentiality of Proprietary Information shall extend throughout the engagement following a party's receipt of Proprietary Information.

13.3. The restrictions of this section shall not apply to any information:

- I. lawfully received from another source free of restriction and without breach of this agreement.
- II. that is published or becomes generally available to the public without breach of this agreement.
- III. known by the receiving party prior to the time of disclosure,

- IV. independently developed by the receiving party without resort or access to the Proprietary Information; or
- V. that the disclosing party has approved for further release by the receiving party.

Proprietary Information shall remain the property of the disclosing party and shall be returned or destroyed upon written request or upon termination or expiration of this agreement. Receiving party may retain in the files of its legal counsel for archival purposes only, one copy of all written materials returned.

14.0 Liability and Indemnification

- 14.1. Neither the client, nor its directors, employees, or affiliates shall be liable for any injury to the person or property of consultant except to the extent that such injury was directly caused by the fault or negligence of the client or its employees acting within the scope of their employment.
- 14.2. In addition to any other indemnification obligation herein, consultant shall indemnify, defend and hold client and its directors, and employees, harmless from and against all expenses, costs, damages, liabilities and losses (including, without limitation, reasonable attorney's fees) incurred by client in connection with any claim, investigation, demand, action, suit or proceeding (whether civil, criminal, administrative or investigative) arising out of or resulting from consultant's performance of the services, including but not limited to, the following:
- 14.3. Consultant's failure to deduct and pay taxes required by law on compensation consultant is obligated to pay to its employees or independent contractors: and personal injury or death, as well as loss or damage to property, caused directly or indirectly by the acts, omissions, or negligence of consultant or any of consultant's agents, employees, or independent contractors engaged in the performance of the services under this agreement.

15.0 Miscellaneous

- 15.1. **Severability:** If any provision of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- 15.2. **Governing Law:** The validity, interpretation and/or enforcement of this agreement shall be governed by the laws of United Republic of Tanzania.
- 15.3. **No Waiver:** Any failure or delay by either party to exercise any right, power, or privilege hereunder or to insist upon observance or performance by the other party of the provisions of this agreement shall not operate or be construed as a waiver

thereof. No waiver shall be binding on either party unless it is in writing or signed by an authorized representative of the party to be bound.

- 15.4. **Anti-Assignment:** Neither party may assign, subcontract, or otherwise transfer its rights or obligations under this without the prior written consent of the other party, which shall not be unreasonably withheld.
- 15.5. **Integration/Modification:** This document and any exhibits or attachments hereto embody the entire agreement of the parties with respect to the subject matter hereof and supersede and cancel all previous negotiations, agreements, or commitments by the parties, whether oral or written. This agreement may not be released, cancelled, abandoned, amended, or modified in any manner except by an instrument in writing duly signed by each of the parties hereto.
- 15.6. **Disputes:** The parties agree that prior to bringing any legal action upon any dispute or controversy between the parties arising under or in connection with this agreement (“Dispute”) they will attempt to settle such matter through good faith negotiations. Failing such efforts, the parties agree and consent to exclusive venue and jurisdiction in the court with United Republic of Tanzania and each party waives any defence of inconvenient forum in connection with such proceedings. The parties acknowledge and agree that the foregoing shall not prevent a party hereto from seeking or obtaining injunctive, preliminary, or provisional relief to enforce a party’s rights or to prevent immediate or irreparable harm to a party.
- 15.7. **Counterparts:** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party’s original signature for all purposes.
- 15.8. **Acknowledgement:** The parties acknowledge that they have read and understand this agreement and agree to be bound by its terms and conditions in their entirety.

This agreement is duly executed by the duly authorized representatives of the parties as set forth below:

16.0 SIGNATURES

If you are in agreement with the terms set out in the Consultant Agreement, please sign below:

SIGNED FOR GROWTH MINDSET LIMITED

Name: Joshua Naiman _____

Position: Director _____

Date: _____

Name: Baraka Ngalomba _____

Position: Company Secretary _____

Date: _____

THE CONSULTANT

Name: _____

Designation: _____

Signature: _____

Date: _____