



GrowthMindset

Consultant Agreement

Dated the 1st of October 2025

Between

**Growth Mindset Limited
9th Floor Tanzanite Park
PO Box 105552
Dar es Salaam
Tanzania**

And

[The Consultant]

Consultant Agreement

This Agreement is made on the 1st of October 2025

BETWEEN

Growth Mindset Limited of 9th Floor, Tanzanite Park, P.O. Box 105552 Dar es Salaam, Tanzania (Hereinafter referred to as the “Client”)

AND

_____ Tanzanian National with NIDA
Number _____ (Hereinafter referred to
as the “Consultant”)

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”)

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

1. Commencement and Term

This consulting agreement will commence on the date of signing and remain in force for a period of 12 months, unless terminated earlier under the provisions herein. The agreement may be extended only by mutual written consent.

2. Definitions

For clarity and consistency:

- **Client:** The person, company, or entity whose products Growth Mindset Limited has been engaged to market and sell.
- **Customer:** The end user, buyer, or recipient of the Client’s products being sold.
- **Consultant:** The independent person engaged under this Agreement to provide sales, marketing, and distribution services.

- **Services:** The activities of sales, promotion, marketing, and distribution of products assigned by Growth Mindset Limited.
- **Commission:** The performance-based remuneration calculated under Appendix A.

3. Service Description

- 3.1.** The consultant offers consulting services on distribution, sales & marketing of client products and various commercial services assigned by Growth Mindset Limited.
- 3.2.** The Consultant retains flexibility to determine their own working hours and methods, provided agreed sales targets and deliverables are met. Growth Mindset may request attendance in trainings, meetings, or reviews for coordination, but this does not constitute an employer - employee relationship.

4. Representations & Warranties

The Consultant warrants that they:

- 4.1.** The Consultant will perform the Services with professionalism, skill, and care. If any mistakes or defects are found in the deliverables within five (5) days after completion, the Consultant will fix them at no extra cost to Growth Mindset Limited.
- 4.2.** The Consultant will follow all applicable laws and regulations in Tanzania and any other relevant jurisdictions when providing the Services.
- 4.3.** The Consultant confirms that they have the legal right to live and work in Tanzania. If the Consultant fails to comply with immigration, labor, or tax laws, they will be responsible for any penalties, claims, or costs, and must protect (indemnify) Growth Mindset Limited from any related liability.
- 4.4.** The Consultant confirms that they have the legal capacity to sign this Agreement, and that no other contract or legal obligation prevents them from performing the Services.
- 4.5.** The Consultant agrees not to enter into any relationship or agreement that creates a conflict of interest with Growth Mindset Limited during the term of this Agreement. If a conflict of interest arises, the Consultant must immediately notify Growth Mindset Limited in writing and cooperate to resolve the issue.

4.6. The Consultant understands that, while carrying out the Services, they may work with Growth Mindset Limited's Clients, Customers, employees, or other consultants. The Consultant agrees to act professionally, respectfully, and in the best interests of Growth Mindset Limited in all such interactions.

5. Performance Management

Performance shall be measured on sales outcomes, commissions earned, and compliance with Growth Mindset's reporting requirements. The consultant will be subjected to monthly deliverables that will be communicated monthly and will be assessed on meeting the deliverables

6. Compensation & Payment

6.1. Remuneration is commission-only, as outlined in the relevant Appendix to this agreement.

6.2. Commissions shall be payable on individual **net sales revenue received** by the Client, after deductions (refunds, chargebacks, taxes).

6.3. Payments shall be processed within thirty (30) days after the end of each month once reconciled.

6.4. No salary or retainer is payable under this Agreement.

7. Payment Terms

7.1. As a consultant, there will be a 5% deduction of Withholding Tax from all instalment payments, the consultant will be transferred the net amount.

7.2. The Growth Mindset will take a maximum of 30 days to clear any payment as long as all relevant milestones/deliverables have been met.

7.3. 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.

8. Expenses & Tools

8.1. The Consultant shall cover their own operating costs within their workstation.

8.2. Growth Mindset may reimburse **pre-approved travel and accommodation expenses** incurred outside the workstation.

8.3. Sales tools, promotional materials, and training may be provided by Growth Mindset or their client as support but remain the exclusive property of Growth Mindset or their client and must not be shared externally.

9. Independent Contractor

9.1. The Consultant and Growth Mindset Limited are independent contractors. This Agreement does not create a partnership, joint venture, agency, or employer–employee relationship.

9.2. The Consultant has no authority, whether expressed or implied, to bind or represent Growth Mindset Limited in any way and must not present themselves as having such authority.

9.3. The Consultant is free to determine how to carry out the Services, provided they meet the agreed outcomes. Growth Mindset Limited is only concerned with the results, not the method of delivery.

9.4. The Consultant is solely responsible for all taxes, levies, or statutory contributions arising from their earnings, including VAT (if registered), PAYE for any sub-consultants, and social security. Growth Mindset Limited will only deduct the mandatory 5% Withholding Tax as required by the Tanzania Revenue Authority.

9.5. Growth Mindset Limited is not responsible for filing or paying the Consultant's taxes. The Consultant shall indemnify and hold Growth Mindset Limited harmless against any claims, penalties, or liabilities resulting from the Consultant's failure to comply with tax or legal obligations.

10. Acceptance

If Growth Mindset Limited is not reasonably satisfied with the Services, it will notify the Consultant in writing, explaining the deficiencies. The Consultant shall, at no additional cost, correct or re-perform the Services within seven (7) days of receiving such notice. This process may be repeated as necessary until the Services meet Growth Mindset Limited's reasonable requirements. If the Services still fail to meet these requirements after reasonable opportunities to correct them, Growth Mindset Limited may reject the Services in its discretion without further obligation to the Consultant.

11. Allocation of Products

Growth Mindset has full discretion to assign, reassign, or withdraw products or services to/from the Consultant. No exclusivity over products, clients, or territories is implied unless expressly stated in writing.

12. Confidentiality

The Consultant shall treat as strictly confidential all business methods, training, sales techniques, customer data, client details, or strategies learned during the engagement. This obligation continues after termination.

13. Termination

Either party may terminate this Agreement if the other fails to perform its obligations. Written notice will be given, and the defaulting party will have fourteen (14) days to fix the problem. If not corrected, termination may proceed.

Growth Mindset Limited may terminate this Agreement immediately, without notice, for gross misconduct by the Consultant. Gross misconduct includes (but is not limited to):

- Theft or misuse of company assets.
- Unauthorized commercial services outside Growth Mindset's client portfolio.
- Repeated negligence or failure to meet targets.
- Providing false or misleading information.
- Harassment, bullying, or discrimination.
- Bribery or corruption.
- Offensive or abusive conduct toward clients, staff, or stakeholders.
- Refusal to follow reasonable instructions.
- Misuse of Growth Mindset's name, property, or confidential information.
- Engaging with or setting up a competing business.
- Working while impaired by alcohol or illegal drugs.

Growth Mindset Limited may also end this Agreement for convenience by giving at least fourteen (14) days' written notice. In such cases, the Consultant will only be paid for accepted services and approved expenses up to the termination date.

Upon termination, the Consultant must return all company data, records, and materials, and provide any work in progress. A final report of completed work must be submitted within fourteen (14) days.

The Consultant will only be entitled to:

- A prorated fee for accepted work if on a fixed-fee basis; or
- Payment for actual accepted work at agreed rates if on a time-and-materials basis.

After these payments, Growth Mindset Limited will have no further obligations.

14. Intellectual Property

All materials, documents, reports, sales strategies, or training content created by the Consultant while performing the Services shall be the sole property of Growth Mindset Limited (or its clients, where applicable). The Consultant waives any rights to such materials and agrees not to use them outside the scope of this Agreement without written consent.

15. Survival

The obligations relating to confidentiality, intellectual property, indemnity, non-compete, dispute resolution, and any other clauses intended to apply after termination shall remain in effect even after this Agreement ends.

16. Force Majeure

Neither party shall be held liable for failure or delay in performing obligations under this Agreement if caused by events beyond reasonable control, including but not limited to natural disasters, government restrictions, strikes, pandemics, or similar events. Obligations will resume once performance becomes reasonably possible.

17. Data Protection

The Consultant shall protect all personal data, customer information, and records obtained during the engagement and shall only use such information for the purpose of providing Services under this Agreement. The Consultant must comply with applicable data protection laws and Growth Mindset Limited's policies at all times.

18. Non-Solicitation

During the term of this Agreement and for twelve (12) months after termination, the Consultant shall not, without written approval from Growth Mindset Limited:

- Solicit or attempt to solicit business directly from Growth Mindset Limited's clients or customers; or
- Solicit or attempt to recruit Growth Mindset Limited's employees or other consultants.

19. Training & Support

Growth Mindset Limited may provide training, guidance, and support materials to help the Consultant carry out the Services effectively. All such resources remain the property of Growth Mindset Limited and are subject to confidentiality obligations

20. Liability & Indemnity

- Growth Mindset shall not be liable for personal injury, loss, or damages suffered by the Consultant unless caused by gross negligence of Growth Mindset.

- The Consultant shall indemnify and hold Growth Mindset harmless against claims, losses, or liabilities arising from their own negligence, misconduct, or failure to comply with tax/legal obligations.

21. Exclusivity & non-compete

During the term, the Consultant shall not directly market or sell products in direct competition with Growth Mindset's current client portfolio, unless written approval is obtained. This restriction ends upon termination of the Agreement, provided confidentiality is maintained.

22. Disputes & Governing Law

Disputes shall first be resolved through good faith negotiations. Failing resolution, disputes shall be submitted to the jurisdiction of Tanzanian courts.

This Agreement is governed by the **laws of the United Republic of Tanzania**.

23. Miscellaneous

- **Severability:** If any part of this Agreement is found invalid or unenforceable, that part shall be removed, and the remainder shall remain in full effect. The parties shall, where possible, agree to replace the invalid provision with one that is valid and reflects the original intent.
- **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania.
- **No Waiver:** Failure or delay by either party to enforce any right or obligation under this Agreement shall not be considered a waiver. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- **Assignment:** Neither party may assign, subcontract, or transfer its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.
- **Entire Agreement & Amendments:** This Agreement, including its schedules and attachments, represents the full and final agreement between the parties and replaces all prior discussions or agreements, written or oral. Any change or amendment must be in writing and signed by both parties.

- **Dispute Resolution:** The parties shall first attempt to resolve any dispute arising from this Agreement through good faith negotiations. If unresolved, the matter shall be submitted to the courts of the United Republic of Tanzania, which shall have exclusive jurisdiction. Nothing in this clause prevents a party from seeking urgent injunctive or provisional relief to protect its rights.
- **Counterparts & Electronic Signatures:** This Agreement may be signed in multiple counterparts, including by electronic transmission, each of which shall be deemed an original. Together, they shall form one binding agreement.

24. Acknowledgement

The parties confirm they have read, understood, and agreed to the terms of this Agreement, and that it is signed by their duly authorized representatives.

IN WITNESS WHEREOF, the parties have signed this Agreement:

FOR GROWTH MINDSET LIMITED

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

THE CONSULTANT

Name: _____

Designation: _____

Signature: _____

Date: _____