**To, Date: 18.10.2023**

**Ms. Sophia**

4a Monck St, London SW1P 2BQ,

United Kingdom

**Sub: Freelance Agreement**

**Dear Sophia,**

We are Glad to inform you that our company **Episent Global Solutions Pvt. Ltd. based at Hyderabad, India** has selected you as freelance worker for our department of IT in Sales as Business Development Manager from 03.10.2023 to 02.10.2024. You will be working as Business Development Manager for the duration of one year.

You have to report to the Chief Technical Officer regarding your KRA’s and for any Job requirements.

Your services for this period as our Business Development Manager will be rendered in coordination with our Directors and other managers on following terms and condition:-

**1. Scope of Work:**

You agree to provide business development services to the Client as outlined in the project description or statement of work (SOW).

**2. Compensation:**

You will be compensated according to the Business you will be generating for our company as bonus or commission.

**3. Termination:**

Either party may terminate this agreement with 30 days written notice.

In case of termination, you shall be compensated for work completed up to the date of termination.

**4. Responsibilities:**

You are responsible, identifying and pursuing new business opportunities, developing sales strategies, maintaining client relationships.

You shall act in the best interests of the Client and work diligently to achieve agreed-upon objectives.

**5. Non-Compete and Non-Solicitation:**

You agree not to engage in any business activities that directly compete with the Client during the term of this agreement for 12 months].

You agree not to solicit the Client's clients, partners, or employees for 12 months.

**6. Confidentiality:**

You agree to keep all client and company information confidential and not to disclose or use such information for personal gain or the benefit of a third party.

**7. Performance Metrics:**

You will be evaluated based on agreed-upon key performance indicators (KPIs) and targets, including but not limited to sales revenue, client acquisition quotas.

**8. Expenses and Reimbursements:**

The Company will reimburse for pre-approved expenses related to business development activities. Documentation and receipts must be provided for reimbursement.

**9. Insurance:**

You are responsible for maintaining appropriate insurance coverage, including professional liability insurance, to protect against potential legal claims.

**10. Communication:**

Both parties agree to maintain open and regular communication as necessary for the successful execution of the project. Preferred means of communication include chat, email, video conferences.

**11. Taxes and Legal Compliance:**

You will be considered an independent contractor and is responsible for your own taxes, insurance, and compliance with applicable laws and regulations.

**12. Ownership of Work Product:**

All reports, proposals, business plans, or other work product produced by you for the Client shall be owned by the company upon payment.

**13. Dispute Resolution:**

Any disputes arising from this agreement will be resolved through negotiation or mediation. If not resolved, the parties agree to submit the matter to arbitration or a specific court.

**14. Force Majeure:**

In the event of unforeseen circumstances, such as natural disasters or pandemics, affecting yours ability to perform, the company will work in good faith to adjust the contract terms or timelines.

This agreement constitutes the entire understanding between the company and supersedes any prior discussions or agreements. You are requested to go through this agreement and send us the acceptance copy with your signature.We hope to get some commendable services from you shortly.

**With regards,**

**For Episent Global Solutions Pvt. Ltd. Accepted**

**Mr. T. David Signature**

**CEO Name**