

AGREEMENT

This Agreement for Service for Freelancer (herein referred as “**Agreement**”) is entered into and made effective as on [REDACTED] (“**Effective Date**”), by and

BETWEEN

Company Name

Represented By the Director of the Company, [REDACTED]

And

Sales Agent Name [REDACTED]

Address: [REDACTED]

Mobile: [REDACTED]

(Hereafter called as “**Parties**” together or a “**Party**” individually)

Whereas:

To any and all covenants, duties, and obligations of Sales Agent set forth elsewhere in this Agreement, Sales Agent agrees:

1. To use its best efforts to promote the sale of the Products;
2. To use its best efforts to meet the sales quotas set forth.
3. To bear all costs and liabilities relating to the conduct of its business, including but not limited to the cost and expense of providing and maintaining its place of business, the wages of its employees, the payment of commissions or other compensation to its agents or independent contractors, and its expenses

incurred for or in connection with its performance under or breach of this Agreement;

4. To refrain from making any representations or warranties in respect of the Products, except (i) those representations and warranties authorized in writing by the Company, in the form of memorandums, advertisements, specification sheets, or correspondences, and (ii) verbal technical assistance that Sales Agent received from the Company which was subsequently confirmed in writing by Sales Agent;
5. Sales agents have the rights to appoint the sub agents but Dowell will not be bearing the payments to sub agents that has to be beard by agent itself.

The Sales Agent is a Freelancer with the right of working for multiple clients and Dowell intends to engage the Freelancer to provide services, the scope of which may be agreed upon from time to time between the Parties under this Agreement. Now, therefore, in consideration of the foregoing, and the mutual promises herein contained, the parties hereby agree as follows:

1. Description of Services

The Agent shall use his best efforts to promote the services and maximize the sale of the services in the territory. Agent shall also provide reasonable assistance to Company in promotional activities in the territory. Agent will assist the company by taking part in all promotional events, and use the marketing inputs judiciously for maximizing orders for the company.

Notwithstanding any other clause of this Agreement, the Agent agrees to perform the Services in accordance with the requirements of:

- (a) all laws, rules, and regulations and generally accepted industry standards that apply to the performance of the Services;
- (b) the Code of Conduct and the Code of Practice of the Services under this Agreement in the respective country and the other countries where the project is executed; and
- (c) the provisions of Dowell's Interactions with Professionals Policy relating to the Services.

The Agent will contact and deliver Services under this Agreement to Dowell and/or its clients while using the email ID/social media platforms provided by Dowell and/or its clients only, with a carbon copy to Project in charge.

2. Deliverables

Deliverables are the things that the Agent is expected to deliver to Dowell under this Agreement.

In order to assist Sales Agent in fostering the promotion and sale of the Company's Products, the Company agrees:

- To reasonably assist Sales Agent with, and provide to Sales Agent reasonable quantities of, advertising material, sales promotion aids, displays, catalogues, literature and convention assistance;
- To provide Sales Agent with reasonable technical assistance, through meetings and training programs; and
- To use commercially reasonable efforts to make Products available to the Sales Agent to be used by customers.

3. Term

This Agreement commences on the Effective Date and will continue for the later of **Days** or the completion of all Services by the Agent unless terminated earlier in accordance with any clause, term, or part of this Agreement and/or otherwise.

4. Pricing/Rates

Fees will be based on the number of days engaged for the projects in a month which will be paid against your invoice at the end of every month. The Agent fees will be . Additional Bank Charges, the agent will be solely

responsible for any charges applied by their bank or the Recipient's bank resulting from the receipt of funds into their Nominated Bank Account.

5. Intellectual Property Rights

The Agent agrees to hold all confidential information in accordance with this Agreement.

The agent must collect the minimal information which is required for login and purchase process, and must not misuse them.

6. Privacy Undertakings

The Agent agrees to adhere to the following guidelines in relation to provision of Services:

- (a) The Agent will not use the names, contact information or any other details relating to individuals provided to it by Dowell and/or its clients ("Private Information") for any purposes other than provision of the Services requested by Dowell and/or its clients.
- (b) Following the completion of Services, the Agent shall return and/or destroy all Private Information and documents which may or may not be called Private Information.
- (c) When contacting individuals who are not employees of Dowell and/or its clients, the Agent shall advise such individuals that their details were provided by Dowell and/or its clients for the sole purpose of providing the Services, and that following the completion of Services, the Agent will not use their contact or other details for anything else unless requested in writing by Dowell and/or its clients.

7. Confidentiality

1. **Confidential information.** For purposes of this Agreement, “Confidential Information” shall mean information or material proprietary to a party or designated as confidential by such Party (the “Disclosing Party”), as well as information about which a Party (the “Receiving Party”) obtains knowledge or access, through or as a result of this Agreement (including information conceived, originated, discovered or developed in whole or in part by Agent hereunder). Confidential Information does not include:

- a. Information that is or becomes publicly known without restriction and without breach of this Agreement or that is generally employed by the trade at or after the time the receiving party first learns of such information;
- b. Generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade;
- c. Information the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a non-disclosure obligation;
- d. Information the Receiving Party rightfully knew prior to receiving such information from the disclosing party to the extent such knowledge was not subject to restrictions on further disclosure; or
- e. Information the Receiving Party develops independent of any information originating from the Disclosing Party.

2. **Non-disclosure.** The Parties hereby agree that during the term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity. Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentations and records which in any way incorporate Confidential Information.

In the course of performing the Services, the Agent may receive confidential or proprietary Dowell and/or its client’s information, the disclosure of which would not be in

Dowell's and/or its client's best interests. The Agent will keep this information and/or which may not be Confidential Information, together with any other information that the Agent may acquire with respect to Dowell's business and/or its clients, including, but not limited to:

- (a) Information developed by the Agent for Dowell and/or its clients; or
- (b) Information relating to new products, and practices, until such time as such knowledge or information otherwise becomes generally available to the public or any other unauthorized individual through no fault of the Supplier.

At the termination of this Agreement and/or otherwise when required by Dowell and/or its clients, the Agent will return all provided property and information to DoWell.

8. Conflict of Interests

Agent represents that its execution and performance of this Agreement does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Agent is bound. Agent shall not accept work from any other business organizations or entities which would create an actual or potential conflict of interest for the Agent or which is detrimental to Dowell's business interests.

Furthermore, the Agent shall notify Dowell and/or its clients of any interest the Agent has with any of Dowell's and/or its client's direct competitors, whether on their own account or jointly, or as a consultant to or as a partner, agent, trustee, employee, shareholder, member or director, or otherwise directly or indirectly interested, engaged or concerned in, or assisting financially or in any other way, any business which is a direct competitor to Dowell and/or its clients.

Should the Agent breach this clause, Dowell may terminate this Agreement with immediate effect by written notice to the Agent and have no further liability to the Agent, except to pay for Services actually rendered.

Provided that the Agent shall continue to provide Services in accordance with this Agreement on all existing Projects where the Agent has already commenced provision of Services, or where the Parties have already agreed in writing on the terms and budget for the Project.

9. Independent Contractor

The Agent is an Independent Contractor and not an employee of Dowell and/or its clients. The Agent has no employee-employer relationship with Dowell and/or its clients as the manner in which the Agent renders the Services will be within the Agent's sole control and discretion; the equipment's for work would not be provided to the Agent by Dowell and also the payment would not be made to the Agent at fixed regular intervals rather than the Agent would be paid only on completion of rendering Services and their delivery to Dowell and/or its clients. Nothing contained in this Agreement shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between Agent and Dowell.

It is understood that Dowell will not provide and Agent will not be entitled under this Agreement to any of the benefits that Dowell may make available to its employees, including but not limited to fringe benefits, health insurance, life insurance, profit-sharing, retirement benefits, holidays or sick leave, or workers' compensation insurance, paid vacation, or any other benefits, for Agent. No part of Agents compensation will be subject to withholding by Dowell for the payment of any social security, federal, state or any other employee payroll taxes. Dowell will regularly report amounts paid to Agent by filing tax forms as required by law and the Agent will regularly fill Self-employment tax forms and service tax on the service fee received as required by law. Agent may perform the services required by this Agreement at any place or location and at such times as Agent shall determine. Agent agrees to provide all tools and instrumentalities, if any, required to perform the Services under this Agreement.

Dowell and/or its clients will not be responsible for the Agent's acts, while performing the Services, whether on Dowell's and/or its client's premises or elsewhere. The Agent will not have authority to speak for, represent, or obligate Dowell and/or its clients in any

way. Provided that the Agent is to represent Dowell while provision of the Services under this Agreement.

Dowell and Agent agree that Agent is, and at all times during this Agreement shall remain, an independent contractor.

10. Diversity and Sustainability

For the purposes of this clause, the following definitions apply:

(a) “Sustainability Activities” means the use or identification of products and/or Services that have a low impact on the environment and support corporate social responsibility while maintaining quality, functionality, and cost competitiveness;

(b) “Sustainability Report” means a report which sets out goals, targets and actions in relation to Sustainability Activities which may include:

- (i) reducing usage of hazardous materials in products and Services;
- (ii) providing a safe workplace for its employees;
- (iii) reducing waste generation; and
- (iv) promoting a diverse and inclusive workplace.

The Agent warrants that it prohibits any form of unlawful discrimination in supplying Services of the kind contemplated under this Agreement.

The Agent agrees to support DoWell’s reasonable sustainability initiatives by undertaking Sustainability Activities.

11. Indemnification

Agent shall indemnify, defend and hold harmless Dowell and/or its clients, its affiliates, and their respective officers, directors, employees, and agents from any claims, losses, liabilities, damages or expenses (including without limitation reasonable attorney's fees) directly arising out of or in connection with:

- (a) negligent or wrongful acts or omissions of Agent in performing the Services hereunder and non-compliance with the terms of this Agreement or provision of Services;
- (b) any third party allegation that any Deliverables, materials or Services provided under this Agreement infringe such third-party's patent, or any copyright, trademark or trade secret; or
- (c) any breach of the terms of this Agreement by Agent except to the extent that any claim, loss, liability, damage or expense is attributable to act or omission or negligence of Dowell, affiliates, respective officers, directors, employees, and agents.

12. Termination

Rights to Terminate. In the following cases, the parties have the right to terminate this Agreement without violating the Agreement:

- Dowell may terminate this Agreement and/or an individual project for its convenience, without liability at any time, upon thirty (30) days prior written notice to Supplier.
- Agent may terminate this Agreement upon thirty (30) days prior written notice provided there are no open projects at the time notice is given.

· Dowell may terminate this Agreement and/or any open projects with immediate effect by a written notice if the Agent:

- (i) Breaches any of the clause of this Agreement or any of the warranties provided herein; or
- (ii) Fails to discharge its duties or responsibilities under this Agreement and fails to correct such failure or breach to Dowell's reasonable satisfaction within ten (10) calendar days (unless extended by Dowell) following notice of Dowell;

If the Agreement is terminated by Dowell under any one of the above conditions, it will only be entitled to pay the Consultant Fees for provision of Services up to the effective date of termination of the Agreement. Dowell shall be entitled to seek and obtain all remedies available to it in law or in equity.

Provided that in the case of termination by the Agent, the Agent shall continue to provide Services in accordance with this Agreement on all existing Projects where the Agent has already commenced provision of Services, or where the Parties have already agreed in writing on the terms and budget for the Project.

1. Upon termination of any project or work given Agent hereunder, Agent will immediately provide Dowell with any and all work in progress or completed prior to the termination date. As Dowell's sole obligation to Agent resulting from such termination, Dowell will pay Agent an equitable amount as determined by Dowell for the partially completed Services and/or Deliverables provided and accepted prior to the date of termination.

2. Upon termination or expiration of this Agreement or a project performed by Agent hereunder, whichever occurs first, Agent shall promptly return to Dowell all materials and or tools provided by Dowell under this Agreement and all Confidential Information provided by Dowell to Agent.

3. Any provision or clause in this Agreement that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement.

13. WARRANTIES

The Agent warrants that:

1. It will perform the Services hereunder in a professional and workmanlike manner,
2. The Service Agent provides to Dowell and/or its clients will meet the requirements and conform with specifications agreed between the Parties,
3. It has all necessary permits and is authorized to do business in all jurisdictions where Services are to be performed,
4. It will comply with all applicable federal and other jurisdictional laws in performing the Services,
5. It has all rights to enter into this Agreement and there are no impediments to Agents execution of this Agreement or Agent's performance of Services hereunder.

14. LIMITATION OF LIABILITY

Except as set forth in this clause below, in no event will either Party be liable for any special, indirect, incidental, or consequential damages nor for loss of data, profits or revenue, cost of capital or downtime costs, nor for any exemplary or punitive damages, arising from any claim or action, incidental or collateral to, or directly or indirectly related to or in any way connected with, the subject matter of the Agreement, whether such damages are based on Agreement, tort, statute, implied duties or obligations, or other legal theory, even if advised of the possibility of such damages.

Notwithstanding the foregoing, any purported limitation or waiver of liability shall not apply to Agent's obligation under the indemnification or Confidential Information clauses of this Agreement or either Party's liability to the other or personal injury, death or physical damage to property claims.

15. MISCELLANEOUS

1. *Assignment.* Dowell may assign its rights or obligations under this Agreement, without the Agent's prior written consent, to any Dowell affiliate or to a successor to the business or operation of Dowell or any affiliate. Dowell may assign its rights or obligations under this Agreement to any other party which agrees to be bound by all terms and conditions of this Agreement, provided that Dowell obtains the Supplier's prior written consent, such consent not to be reasonably withheld.

Agent shall not assign any rights of this Agreement or any other written instrument related to Services provided under this Agreement, and no assignment shall be binding without the prior written consent of Dowell. Subject to the foregoing, this Agreement will be binding upon the Parties' heirs, executors, successors and assigns.

2. *Governing law.* The parties shall make a good-faith effort to amicably settle by mutual Agreement, any dispute that may arise between them under this Agreement. The foregoing requirement will not preclude either party from seeking injunctive relief as it deems necessary to protect its own interest. This Agreement will be construed and enforced in accordance with the laws of the State, excluding its choice of law rules.

Agent agrees that his / her obligation under this Agreement is of a unique character that gives them particular value; Agent's breach of any of such obligations will result in irreparable and continuing damage to Dowell, for which there will be no adequate remedy at law; and, in the event of such breach, Dowell will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate). If not settled, the dispute claim or controversy that arises or relates under this Agreement, or the breach of it, shall be dealt with in accordance with the law of the respective Country or the State, and shall be subject to and be settled by Arbitration in accordance with the rules of the Country or State upon the award rendered and may be entered into the jurisdiction of the courts of the respective Country or State.

The waiver of a claim for breach of this Agreement or the failure of a Party to exercise any right under this Agreement shall in no event constitute a waiver as to any other

breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

If any Dispute arises between Dowell and Client because of Agent, Agent will also be the Party to the Suit.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE _____.

3. *Severability.* The Parties recognize the uncertainty of the law with respect to certain Clause of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its clauses valid and enforceable to the maximum extent possible under applicable law. To the extent, if any part, term or clause of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal state or local government having jurisdiction over this Agreement, the validity of the remaining portion(s) of the Agreement shall not be affected thereby continuing to be legal and enforceable.

4. *Force Majeure.* Neither Party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, the date of delivery or time for completion will be extended by a period of time reasonably necessary by both Agent and Dowell. If the delay remains in effect for a period in excess of thirty (30) days, Dowell may terminate this Agreement immediately upon written notice to the Agent.

6. *Entire Agreement.* This document and all attached or incorporated documents contain the entire Agreement but not exhaustively between the Parties and supersedes any previous understanding, commitments or agreements, oral or written in relation to the subject matter of this Agreement, other than the Agent's acceptance of Dowell's Standard Terms and Conditions. In the event of any conflict between this Agreement and Dowell's Standard Terms and Conditions, this Agreement shall prevail.

Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

EXECUTED as an Agreement

EXECUTED by _____ **(Company Name).**

Signature of Director

Signature of Freelancer

Name: _____ Name: _____

Date: _____ Date: _____

Place: _____ Place: _____

EXECUTED by CONSULTANT:

In Witness Whereof, by their respective Signatures above, the Parties have caused the Agreement, inclusive of the Ethics & Compliance Standards for Dowell and/or its clients' Suppliers', and any other terms and conditions agreed to by the Parties, to be duly executed and effective as of the Effective Date.

Signature: _____

Name: _____

Date: _____

Place: _____

ETHICS & COMPLIANCE STANDARDS FOR Dowell and Agent

These standards apply to individuals that provide services, raw material, active ingredients, components, finished goods, or other products (“Suppliers”). Where they exist, the Agent’s own written ethics and compliance standards may replace these Standards if they are consistent with these standards and are incorporated into a written agreement between Dowell and Supplier.

ADHERENCE TO APPLICABLE LAWS & REGULATIONS

Agent must comply with the applicable laws, rules, regulations, and ethical standards of the country or the state in which they operate, as well as these Standards.

PROHIBITION OF BRIBES, KICKBACKS, UNLAWFUL PAYMENTS, AND OTHER CORRUPT PRACTICES

- Agent is prohibited from directly or indirectly paying anything of value to a government official in order to:
 - Win or retain business or to improperly influence the act or decision of any government official, political party, candidate for political office, or official of a public international organization;
 - Gain an improper advantage; or
 - Illegally influence the action of any individual, customer, company, or company representative.
- Agents are required to keep accurate and transparent records that reflect actual transactions and payments.
- While Dowell observes local business customs and market practices, neither Dowell nor any Agent shall participate in any corrupt, unethical or illegal practices.

ACCURACY OF BUSINESS RECORDS

- All financial books and records must conform to generally accepted accounting principles.
- Agent records must be accurate in all material respects.
 - Records must be legible, transparent, and reflect actual transactions and payments.
 - Do not hide, fail to record, or make false entries.

FAIR COMPETITION AND ANTITRUST

Agents must comply with all applicable laws and regulations regarding fair competition and antitrust.

INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- Agents requiring the exchange of confidential information with Dowell and/or its clients are required to execute a confidentiality agreement with Dowell in advance.
- Exchange of confidential information is limited to that required to fulfill contracted performance requirements.
- Agents must immediately report unauthorized disclosure of Dowell's and/or its clients confidential information, whether inadvertent or not, through email.

DATA PRIVACY

- Agent must abide by applicable data privacy laws and regulations when handling personal information.
- Agent must immediately report unauthorized use, disclosure, or loss of Dowell and/or its client's related personal information through email.

EMPLOYMENT PRACTICES GUIDELINES

- Agents must treat Dowell and its clients' employees with dignity and respect.
- Agents must comply with all applicable laws and regulations including statutes prohibiting discrimination in the workplace.
- Agents shall not possess, use or sell illegal drugs on Dowell property or perform their work under the influence of alcohol or illegal drugs.
- Dowell does not permit intimidation or hostility and will not tolerate any behavior from a Agent that might harass, disrupt or interfere with another person's ability to work.

MOBILE DEVICES, ELECTRONIC MEDIA, INTERNET AND E-MAIL USE

In those circumstances where Agent have access to Dowell's electronic environment (Intranet, e-mail, voicemail or other), Suppliers shall:

- Protect Dowell's confidential information and electronic media;
- Encrypt or password protect data;
- Keep mobile devices with you or locked while traveling;
- Comply with local data protection laws;
- Use these tools for Dowell business purposes only; and
- Adhere to the timing and methods for retention and elimination of Dowellcompany data stored on electronic media.

TRADE COMPLIANCE

- Agent must comply with the letter and spirit of all applicable import and export controls, sanctions, and other trade compliance laws of the Country or the State and the laws the application to the respective country or the state where the transaction(s) occur(s).

ENVIRONMENT, HEALTH & SAFETY

- Agents are expected to comply with all applicable laws and regulations regarding the environment, health, and safety.
- Agent working with Dowell or onsite at a Dowell location must work in a way that assures their own safety and the safety of others and in compliance with applicable Dowell and its clients and governmental environmental, health, and safety requirements.

Any emergencies that may impact Dowell and/or its clients must be reported promptly.

