

SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT is made on the ____ day of _____, 2025.

BETWEEN

Gigdeveloper Ltd, a company incorporated on the 6th day of November, 2024, under the laws of the Republic of Mauritius, with company registration number C24215011, and having its registered office at 5th Floor, Hennessy Tower, Port Louis, Republic of Mauritius (hereinafter referred to as "Gigdeveloper").

AND

[Sales Representative Company Name], a company incorporated under the laws of **[Country]**, with company registration number **[Registration Number]**, and having its registered office at **[Sales Representative Address]** (hereinafter referred to as the "Sales Representative").

WHEREAS:

- Gigdeveloper is a consultancy firm providing software development and related IT services.
- The Sales Representative has expertise in sales and client acquisition and wishes to provide these services to Gigdeveloper.
- Both parties wish to formalize the terms and conditions of their working relationship.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Engagement and Scope

1.1 Role:

The Sales Representative agrees to market and sell Gigdeveloper's staffing and consultancy services, targeting European and Middle Eastern markets, or other markets as mutually agreed upon. The relationship between Gigdeveloper and the Sales Representative is non-exclusive. Gigdeveloper may freely engage additional sales representatives and perform sales directly at its discretion.

The Sales Representative shall:

- Generate leads and secure contracts with clients seeking software development staffing services.
- Maintain professional communications and uphold Gigdeveloper's reputation.
- Comply with all instructions provided by Gigdeveloper regarding client interactions and sales processes.
- Report regularly to Gigdeveloper on sales activities and client engagements.

1.2 Independent Contractor:

The Sales Representative operates as an independent contractor and is not an employee, partner, or agent of Gigdeveloper.

2. Term of Agreement

2.1 Commencement:

This Agreement shall commence on the ____ day of ____, 2025 ("Effective Date").

2.2 Duration:

The Agreement shall continue on an ongoing basis unless terminated by either party in accordance with this Agreement.

2.3 Termination:

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. Upon termination, both parties shall comply with the provisions outlined in Clause 7 ("Termination").

3. Compensation

3.1 Commission Structure:

The Sales Representative receives a commission based on the difference ("Spread") between the rate Gigdeveloper charges the client (minimum USD 10/hour) and the hourly rate paid to developers (approximately USD 4/hour), according to the structure detailed below:

- **30% commission** on the hourly rate Spread for the first 3 months from the effective date of the Gigdeveloper client agreement.
- **20% commission** on the hourly rate Spread for the following 3 months (months 4-6).
- **10% commission** on the hourly rate Spread for the subsequent 6 months (months 7-12).

This commission structure applies from the initial effective date of the Gigdeveloper client agreement, set forth in the signed agreement between GigDeveloper and the client. If additional developers commence work with the client after this initial effective date, the commission rate applicable to these new developers will align with the ongoing commission timeline established by the original client agreement.

Commissions shall be calculated based solely on the actual number of hours billed to the client.

3.2 Duration and Conditions for Commission Payments:

Gigdeveloper's obligation to pay commissions according to the structure in Clause 3.1 shall remain in force until the full twelve (12)-month period from the initial effective date of each client agreement has elapsed. This obligation shall persist irrespective of the termination of this Agreement, provided that:

- The termination of this Agreement was not due to any material breach by the Sales Representative; and
- The Sales Representative remains compliant with Clauses 6.1 and 6.2 (Non-Competition and Non-Solicitation), and Clause 7 (Intellectual Property).

In the event of a termination of this Agreement due to a breach by the Sales Representative, specifically of Clauses 6.1 and/or 6.2 and/or 7, Gigdeveloper's obligation to pay any further commissions shall immediately cease, and the Sales Representative shall forfeit all rights to any unpaid and accrued commissions.

3.3 Invoicing and Payment Terms:

Gigdeveloper will provide the Sales Representative with a monthly report detailing the total hours billed to each client and the corresponding commission earned. The Sales Representative shall notify Gigdeveloper in writing within seven (7) days of receiving the monthly report if they dispute the accuracy of the report. Failure to notify Gigdeveloper within this period shall constitute acceptance of the report. The Sales Representative shall issue monthly invoices based on this report. Gigdeveloper will pay undisputed amounts within thirty (30) days via bank transfer or Payoneer.

3.4 Taxes:

The Sales Representative is solely responsible for all taxes, duties, and other governmental charges arising from the commissions paid under this Agreement.

- This includes, but is not limited to, income tax, social security contributions, and any other statutory obligations applicable in any jurisdiction where the Sales Representative operates.
- Gigdeveloper shall withhold income tax only if required by Mauritius authorities. Currently, there is no requirement to withhold income tax on consultancy fees or commissions paid to non-residents.

3.5 Authority Over Client Agreements:

The Sales Representative acknowledges and agrees that Gigdeveloper retains the absolute and unilateral right to modify, terminate, or discontinue any client agreement at its sole discretion and without prior consultation with, or approval by, the Sales Representative.

3.6 No Compensation Claims upon Client Termination:

The Sales Representative expressly waives any right to seek compensation, damages, commissions, or other financial claims from Gigdeveloper resulting from Gigdeveloper's termination, cancellation, or loss of any client contract or relationship for any reason whatsoever, including but not limited to voluntary termination by Gigdeveloper or termination by the client.

Notwithstanding the above, if a client agreement sourced by the Sales Representative is terminated within the first three (3) months from its effective date, the parties agree to engage in a good-faith dialogue to determine if any reasonable compensation should be provided to the Sales Representative, based on demonstrable effort and resources expended.

3.7 Limitation of Representative Authority:

The Sales Representative shall not make any promises, guarantees, or representations to any client or prospective client regarding the duration or continuity of their relationship with Gigdeveloper. The Sales Representative explicitly acknowledges that all such authority resides solely with Gigdeveloper.

4. Confidentiality Information

4.1 Confidential Information:

The Sales Representative shall maintain the confidentiality of all client lists, pricing strategies, trade secrets, proprietary information, and any other confidential data provided by or relating to Gigdeveloper.

4.2 Non-Disclosure:

This obligation of confidentiality remains effective for three (3) years following termination of this Agreement.

5. Subcontracting and Assignment

5.1 No Subcontracting:

The Sales Representative shall perform the services personally and shall not subcontract, delegate, or otherwise transfer any obligations under this Agreement to any third party without obtaining prior written consent from Gigdeveloper.

5.2 No Assignment:

The Sales Representative may not assign or transfer any rights or obligations under this Agreement without the prior written approval of Gigdeveloper.

6. Non-Compete and Non-Solicitation

6.1 Non-Competition:

During the term of this Agreement and for a period of one (1) year following its termination, the Sales Representative shall not, without obtaining the prior written consent of Gigdeveloper, directly or indirectly:

- Provide staffing, consultancy, or similar services directly to any current or former client of Gigdeveloper with whom the Sales Representative has had contact, was introduced to, or obtained knowledge of during the term of this Agreement.
- Engage, participate, or invest in any capacity, in any business or entity that competes with Gigdeveloper by offering similar staffing, consultancy, or related services to Gigdeveloper's existing or former clients, where such action would circumvent Gigdeveloper's business interests, within the European and Middle Eastern markets, or any other specific market mutually agreed upon by the parties during the term of this Agreement.

6.2 Non-Solicitation:

During the term of this Agreement and for three (3) years following its termination, the Sales Representative shall not, without obtaining the prior written consent of Gigdeveloper, directly or indirectly:

- Solicit, approach, or attempt to engage in any business activities with any client or prospective client of Gigdeveloper to whom the Sales Representative was introduced, or with whom the Sales Representative interacted or negotiated on behalf of Gigdeveloper, during the term of this Agreement.
- Encourage, induce, or attempt to persuade any employee, consultant, developer, contractor, or any other individual or entity engaged by Gigdeveloper to terminate or adversely alter their existing employment or contractual relationship with Gigdeveloper.

6.3 Acknowledgment of Reasonableness:

The Sales Representative acknowledges and agrees that the restrictions contained in this Section 6 are reasonable and necessary to protect Gigdeveloper's legitimate business interests, including but not limited to client relationships, confidential information, trade secrets, goodwill, and market opportunities.

6.4 Remedies for Breach:

The Sales Representative acknowledges that breach or threatened breach of any provision in this Section 6 may result in substantial and irreparable harm to Gigdeveloper. Consequently,

Gigdeveloper is entitled, in addition to other available remedies, to seek and obtain injunctive relief and other equitable remedies from a competent court in Mauritius, without the requirement of proving actual damages or posting any bond or security.

6.5 Consequences of Breach

In the event of a breach or a reasonably suspected breach of the obligations set forth in Sections 6.1 or 6.2 (Non-Competition and Non-Solicitation), Gigdeveloper reserves the right to immediately terminate this Agreement without notice or liability. Additionally, the Sales Representative shall forfeit any unpaid and outstanding commission or payments accrued or payable from the date such breach occurred. Gigdeveloper's exercise of this remedy does not waive any other legal or equitable remedies available to it.

7. Intellectual Property

7.1 Ownership

All intellectual property generated or related to sales strategies, client lists, documentation, reports, marketing materials, presentations, and any other proprietary materials ("Work Product") developed or provided by the Sales Representative during the engagement shall remain the exclusive property of Gigdeveloper. However, Gigdeveloper grants the Sales Representative a limited, non-transferable, non-exclusive right to use specific, non-confidential, and non-sensitive aspects of the Work Product solely for personal portfolio or reference purposes, strictly subject to prior written approval by Gigdeveloper on a case-by-case basis. For clarity, under no circumstances shall client lists, pricing strategies, confidential business methods, sensitive materials, or other proprietary business information be included within this limited usage right.

7.2 Assignment

The Sales Representative hereby irrevocably assigns and transfers to Gigdeveloper all rights, title, and interest in and to the Work Product, free from any claims, liens, or encumbrances, immediately upon creation.

7.3 Moral Rights

The Sales Representative expressly waives any and all moral rights or similar rights in any jurisdiction relating to the Work Product to the maximum extent permitted by law.

7.4 Further Assurances

The Sales Representative agrees to execute, upon request, any documents necessary or desirable to vest fully in Gigdeveloper all right, title, and interest in the Work Product and to facilitate the legal protection and enforcement of such rights.

7.5 No Unauthorized Use

The Sales Representative shall not use, disclose, or permit any third party to use or disclose

any Work Product for any purpose other than the performance of obligations under this Agreement.

7.6 Contract Termination

Upon termination of this Agreement, the Sales Representative must promptly return or securely destroy all GigDeveloper proprietary materials and confirm in writing that this obligation has been completed.

8. Termination

8.1 Termination for Convenience:

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. Upon termination under this clause, all rights to commissions accrued up to the termination date remain payable as specified in Clause 3.

8.2 Termination for Breach (General):

If either party materially breaches any obligation under this Agreement (other than breaches specified in clause 8.3 & 8.4), the non-breaching party may terminate the Agreement immediately upon written notice. Upon termination under this clause:

- Commissions accrued and payable as of the termination date shall remain due, unless otherwise mutually agreed or determined by applicable law.
- No further commissions will accrue after the termination date.

8.3 Immediate Termination for Specific Breaches (Non-Competition and Non-Solicitation):

Notwithstanding clauses 8.1 and 8.2, Gigdeveloper reserves the right to immediately terminate this Agreement, without prior notice or liability, if the Sales Representative breaches the obligations stipulated in Sections 6.1 (Non-Competition) or 6.2 (Non-Solicitation). Upon such termination:

- The Sales Representative shall automatically forfeit any accrued but unpaid commissions from the date such breach occurred;
- Gigdeveloper's obligation to pay any further commissions under this Agreement immediately ceases; and
- Gigdeveloper shall retain all other rights and remedies available at law or equity.

8.4 Immediate Termination for Specific Breaches (Intellectual Property obligations):

Gigdeveloper may terminate this Agreement immediately upon written notice without liability if the Sales Representative breaches confidentiality obligations (Clause 4) or Intellectual Property obligations (Clause 7). Upon such termination, the Sales Representative shall forfeit any accrued but unpaid commissions from the date such breach occurred.

9. Expenses and Tools

9.1 Operational Expenses:

Each party shall be responsible for their respective operational costs and expenses. However, Gigdeveloper agrees to cover reasonable expenses directly related to sales activities, specifically subscription fees for CRM systems, lead generation tools, and sales prospecting software (including but not limited to LinkedIn Sales Navigator, Apollo.io, HubSpot, or similar platforms), subject to prior written approval.

9.2 Equipment and Hardware:

The Sales Representative shall be solely responsible for providing and maintaining all personal equipment, hardware, devices, phones, computers, internet connections, and any other tools or resources required to perform their duties under this Agreement. Gigdeveloper shall have no responsibility or liability for reimbursing, providing, maintaining, or compensating for such personal equipment or hardware expenses.

9.3 Approval of Expenses:

All expenses covered by Gigdeveloper under Clause 9.1 shall require prior written authorization from Gigdeveloper. Any expense incurred without such prior authorization shall remain the sole responsibility of the Sales Representative. Gigdeveloper reserves the right to approve, modify, set reasonable limits, or cap the reimbursable expenses related to any sales software or client acquisition tools at its sole discretion. All such expenses require prior written approval by Gigdeveloper.

10. Liability and Indemnification

10.1 Limitation of Liability

Except in cases of gross negligence, intentional misconduct, breach of confidentiality, non-competition, non-solicitation obligations, or infringement of intellectual property rights, neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, whether in contract, tort, or otherwise.

10.2 Indemnification by Sales Representative

The Sales Representative agrees to indemnify, defend, and hold harmless Gigdeveloper and its affiliates, directors, employees, and contractors from and against any and all claims, demands, liabilities, costs, expenses (including reasonable attorneys' fees), damages, or losses arising out of or relating to:

- Any breach by the Sales Representative of this Agreement, including breaches of confidentiality, intellectual property rights, non-competition, or non-solicitation obligations.

- Any negligent acts, omissions, or willful misconduct by the Sales Representative in performing their duties.

Further the Sales Representative agrees to indemnify Gigdeveloper against third-party claims arising from or relating to a breach of this Agreement.

10.3 Indemnification by Gigdeveloper

Gigdeveloper agrees to indemnify, defend, and hold harmless the Sales Representative from and against any and all claims, demands, liabilities, costs, expenses (including reasonable attorneys' fees), damages, or losses arising out of or relating to:

- Any breach by Gigdeveloper of this Agreement, including breaches of its representations and warranties.
 - Any negligent acts, omissions, or willful misconduct by Gigdeveloper in relation to the performance of its obligations under this Agreement.
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11. Force Majeure

11.1 Events of Force Majeure

Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to natural disasters, war, civil unrest, pandemics, governmental actions, or other events commonly defined as Force Majeure.

11.2 Notification

The affected party shall promptly notify the other party in writing about the Force Majeure event and shall use all reasonable efforts to mitigate the impact and duration of the event.

12. Dispute Resolution

12.1 Negotiation

In the event of a dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute amicably through good-faith negotiation within thirty (30) days from written notice by either party.

12.2 Mediation

If the dispute is not resolved through negotiation within thirty (30) days, either party may refer the dispute to mediation in accordance with the rules of the Mauritius Chamber of Commerce and Industry, or if mutually agreed, to a mediation body located in Sweden.

12.3 Legal Action

If mediation fails to resolve the dispute, either party may pursue all available remedies at law or

equity. Both parties irrevocably submit to the exclusive jurisdiction of the courts of Mauritius for any legal proceedings related to this Agreement.

13. General Provisions

13.1 Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and communications, whether oral or written.

13.2 Amendments

No amendment, modification, or alteration of this Agreement shall be valid unless agreed upon in writing and signed by authorized representatives of both parties.

13.3 Waiver

No waiver of any provision or condition of this Agreement shall be effective unless made in writing and signed by the waiving party. Any waiver shall not constitute a waiver of any subsequent breach or failure to perform.

13.4 Severability

If any provision of this Agreement is held invalid, unlawful, or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

13.5 Assignment

The Sales Representative may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Gigdeveloper. Gigdeveloper retains the right to assign or transfer its rights and obligations under this Agreement freely, including, but not limited to, instances of corporate restructuring, mergers, acquisitions, or sale of the business.

13.6 Insurance Obligations:

The Sales Representative shall, at their own cost, maintain adequate liability insurance to cover potential claims arising from the performance of their services under this Agreement. Upon request by Gigdeveloper, the Sales Representative shall provide proof of such insurance.

13.7 Data Protection Compliance:

The Sales Representative shall comply fully with all applicable data protection and privacy laws, including GDPR. The Sales Representative shall immediately inform Gigdeveloper upon becoming aware of any unauthorized disclosure or security breach involving personal data related to Gigdeveloper's clients, and shall cooperate fully in the investigation and remediation efforts.

13.8 Audit and Inspection Rights:

Gigdeveloper reserves the right, upon giving reasonable notice of at least seven (7) days, to audit once annually the Sales Representative's records and documentation specifically related

to commission calculations, invoicing, and reimbursable expenses under this Agreement. Gigdeveloper agrees to keep any audit findings confidential, except as required by law.

13.9 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius. Both parties irrevocably submit to the exclusive jurisdiction of the courts of Mauritius for any and all disputes arising from or relating to this Agreement.

13.10 Counterparts and Electronic Execution

This Agreement may be executed in counterparts, each of which shall be considered an original, and all counterparts shall together constitute one Agreement. Signatures transmitted electronically (via PDF, facsimile, email, or other electronic means) shall be deemed valid and enforceable for all purposes under this Agreement.

13.11 Notices

All notices under this Agreement shall be in writing and shall be delivered via email, registered mail, or courier service to the following addresses, or to such other addresses as either party may designate in writing:

- **Gigdeveloper Ltd:**
 - Address: 5th Floor, Hennessy Tower, Port Louis, Republic of Mauritius
 - Email: nils.fohlin@gigdeveloper.com
 - Attention: Nils Erik Fohlin
 - **Sales Representative:**
 - Address: **[Sales Representative Address]**
 - Email: **[Sales Representative Email Address]**
 - Attention: **[Sales Representative Contact Person]**
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14. Representations and Warranties

14.1 Gigdeveloper's Warranties

Gigdeveloper represents and warrants that:

- It has full legal authority to enter into and fulfill its obligations under this Agreement.
- It will provide necessary materials, instructions, and information to enable the Sales Representative to effectively perform their duties under this Agreement.

14.2 Sales Representative's Warranties

The Sales Representative represents and warrants that:

- They possess the necessary experience, skills, and qualifications to perform their duties under this Agreement effectively and professionally.
- They have full legal authority and capacity to enter into this Agreement.

- They will comply with all applicable laws, regulations, and professional standards while performing duties under this Agreement.
- They shall perform all duties in a professional manner, consistent with industry standards and best practices.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For and on behalf of Gigdeveloper Ltd

Name: Nils Erik Fohlin

Title: Director

Date: _____

For and on behalf of [Sales Rep Company]

Name: [Sales Rep Authorized Rep]

Title: [Title of Authorized Representative]

Date: _____