



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement (the “**Agreement**”) is made on 28.07.2025 (the “**Effective Date**”) by and between:

TP Global Marketing Services FZ-LLC, registered under license number 92371 with the Dubai Development Authority and having its registered office at Office 509, Floor 5, Makateb 2, IMPZ, Dubai, United Arab Emirates (hereinafter called the “**Company**”) of the one part,

AND

CV. Gatherich Tambah Rezeki, with registration No: 1202240014744, with registered address AD Premier Lantai 17 Suite 04 B, JL. TB. Simatupang No. 5 - Kota Adm. Jakarta Selatan (hereinafter called the “**Contractor**”) of the other part.

For the sake of brevity each of the contracting parties shall be referred to as a “**Party**” to this Agreement, while both contracting parties shall be together called “the “**Parties**”. In the Agreement, unless inconsistent with the context, the singular includes the plural, and vice versa, and any pronoun denoting the masculine gender includes the feminine form of such pronoun.

WHEREAS:

- a) the Company wishes to engage the Contractor for the provision of the Services (as defined in clause 2 hereinbelow) pursuant to the terms and conditions set forth herein;
- b) the Contractor wishes and agrees to provide the Services to the Company, on a non-exclusive basis, pursuant to the terms and conditions of this Agreement;
- c) the Contractor holds the necessary licences (if applicable), educational, professional and other relevant skills, qualification, competency and experience to carry out the duties of the envisaged Services to the best of its ability and is not aware of any circumstances or obligations that might obstruct it from being appointed as a Contractor or performing the Services under this Agreement; and
- d) the Contractor acknowledges that it has no right, power or authority to create any obligation for the Company, express or implied, or to make representations on behalf of the Company.

NOW THIS AGREEMENT WITNESSETH THE FOLLOWING:

1. Definitions

1.1. In the present Agreement:

“**Associated Company**” shall mean a company which is, from time to time, a subsidiary or a holding company or a subsidiary (other than the Company) of a holding company of the Company.

“**Confidential Information**” shall mean information about the Company and its Customers, end-customers, Prospective Customers, and/or Vendors that is not generally known outside of the Company, which the Contractor will learn of, or gain access to, in connection with the provision of its services to the Company. Confidential Information may include, without limitation: (1) the terms of the present Agreement, except as necessary to inform subsequent partners of the restrictive covenants contained herein and/or the legal counsel, or professional tax or other advisors of the Contractor, only on the condition that any subsequent disclosure by any such person shall be considered a disclosure by the Contractor and a violation of the present Agreement; (2) the Company's business policies, business plans, financial and technological information, information in relation to its operations; (3) the Company's marketing strategies, intentions, market opportunities and performance results relating to the Company's past, present or future business activities, or those of its Associated Companies, as well



as financial projections, including but not limited to, annual sales forecasts and targets and any computation(s) of the market share of Customers, end-customers and/or Prospective Customers; (4) information relating to the Company's product roll-outs; (5) concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases, including also customized software, marketing tools and material, and/or any such other information that the Contractor will be provided access to by the Company and/or will create; (6) the personal data of the Company's employees, Customers, end-customers and/or Prospective Customers; (7) any list(s) of the Company's employees, Customers, end-customers, Prospective Customers and/or Vendors and/or suppliers; (8) the terms and pricing upon which the Company obtains products and services from its Vendors and/or suppliers; (9) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method.

Confidential Information shall exclude information that:

- a) is already in the public domain at the time of disclosure by the Company to the Contractor or thereafter enters the public domain without any breach of the terms of this Agreement;
- b) was already known by the Contractor before the moment of disclosure;
- c) is subsequently communicated to the Contractor without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Company;
- d) becomes publicly available by other means than a breach of the confidentiality obligations by the Contractor (not through fault or failure to act by the Contractor); and
- e) is or has been developed independently by the Contractor (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Company; and
- f) is required to be disclosed by law or on the basis of any professional or regulatory obligation;

"Customer" shall mean any natural or legal person that has entered into a binding agreement and/or contract with the Company or with the Company's Associated Companies for the purchase of goods and/or the provision of services from the Company or from the Company's Associated Companies, and which agreement and/or contract continues to be in force and effect at the time of execution of this Agreement;

"Data Protection Legislation" shall mean the Federal Data Protection Law, (Federal Decree Law No. 45 of 2021), as well as any other laws or regulations relating to the processing of personal data and privacy of any other jurisdiction that may be applicable to the Parties, as in force and/or as may be amended and/or supplemented from time to time;

"Prospective Customer" shall mean any natural or legal person reasonably expected by the Company to enter into a binding agreement and/or contract with the Company or with the Company's Associated Companies for the purchase of goods and/or the provision of services from the Company or from the Company's Associated Companies;

"Group" shall mean the group of legal entities consisting of all Associated Companies of the Company;

"Intellectual Property Rights" shall mean all worldwide, whether registered or not: (a) patents, patent applications and patent rights and disclosures; (b) rights associated with works of authorship, including copyrights, copyright applications, copyright restrictions, mask work rights, mask work applications and mask work registrations; (c) trademarks, trade names, brand names, icons, banners, service marks, logos, business and domain names, design rights, rights in goodwill sue for passing off, database and compilation rights; (d) rights relating to the protection of trade secrets, rights in computer software, technology and Confidential Information (including know-how, source codes, object codes, scientific or technical information, invention, procedure, formula, improvement, samples, reports, data, drawings, works-in-progress, photographs, development tools, flow charts, including also customized software, marketing tools and strategies and/or supplies); (e) other intellectual property rights, rights analogous to those set forth herein and any other Proprietary Rights of whatever nature, howsoever arising and in

whatever media, recognized, regardless of registration, which may now or in the future subsist in any country or jurisdiction in the world, and any applications for their protection or registration and all renewals and extensions anywhere in the world; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

“Invention” means any invention, idea, discovery, development, improvement or innovation made by the Contractor or by any other individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

“Proprietary Rights” shall mean any and all inventions, discoveries, developments, methods, processes, compositions, works, assignments submitted, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice by the Contractor (whether at the request or suggestion of the Contractor or otherwise, whether alone or in conjunction with others, and whether during the term and in the context of the Contractor’s engagement and within the scope of the Services (as defined hereunder) of this Agreement, which may be directly or indirectly useful in, or related to, the business of the Company or any business or products contemplated by the Company.

“Materials” means any work or material developed, written or prepared by the Contractor (or any other individuals providing the Services on behalf of the Contractor) in relation to the Services (whether individually, collectively or jointly with the Company or any Group Company and on whatever media) including (without limitation) any documents, reports, studies, data, diagrams, charts, specifications or computer programs and related copies and working papers whether developed, written or prepared before or after the signing of this Agreement.

“Vendor” shall mean any individual and/or entity that provides goods and services to the Company.

2. Scope and Services

- 2.1. By the present Agreement, the Company hereby engages the services of the Contractor, and the Contractor hereby agrees to offer to the Company and/or its Associated Companies its services as described in ANNEX I (hereinafter the **“Services”**).
- 2.2. In consideration for the provision of Services the Company shall pay the Contractor the fees prescribed in ANNEX I.
- 2.3. The precise scope of the Services, the main duties of the Contractor and additional details covering this Agreement are outlined in ANNEX I attached hereto, forming an inseparable, integral and indispensable part of the present Agreement.
- 2.4. It is hereby expressly agreed that the Services shall be offered by the Contractor to the Company on a non-exclusive basis, and to this end, whilst this Agreement shall be in force and effect, the Contractor shall be entitled to enter into (under any capacity) any agreement and/or contract with any third party for the provision of services, without the prior approval or consent of the Company, subject to the caveat that the Contractor shall be strictly prohibited from offering any services to any competitor of the Company or of its Associated Companies. It is understood that breach of this clause shall give the Company the right to terminate this Agreement with immediate effect.
- 2.5. The Contractor agrees, within the scope of the Services, that it may be required to offer the Services and carry out the duties relative to the qualifications, skills and experience as outlined and expected in the present Agreement, to any of the Associated Companies of the Group, while the Company under the present Agreement remains the sole counterparty within the framework of this Agreement, which shall be the single entity paying the Contractor’s remuneration. The Contractor shall have no claims for additional remuneration against the other Associated Companies that may be requested by the Company to offer the Services to.

- 2.6. The Contractor acknowledges that the Services to be provided, as set out in ANNEX I, may be altered or amended at the reasonable discretion of the Company upon the written agreement with the Contractor and that in any case the Contractor must carry out all duties and tasks that were assigned to the Contractor by the Company.
- 2.7. A testing of services period of two (2) months shall apply from the Effective Date, where both Parties may terminate this Agreement; if either of the Parties wish to terminate this Agreement within the 2-month testing period, they may do so by giving one (1) day written notice to the other Party. Upon completion of the testing of services period, this Agreement can be terminated as per the provisions of clause 13.

3. Relationship of the Parties

- 3.1. The Parties agree and acknowledge that the relationship between them under this Agreement shall be that of a client and an independent contractor and nothing in this Agreement shall be construed or interpreted as creating an employer – employee or agency relationship between the Parties. To this end and for this purpose, during the performance of the Services and the discharge of its respective obligations under this Agreement towards the Company, the Contractor shall not conduct or present itself to third parties as being an agent or representative of the Company, save with the express written authority of the Company.
- 3.2. As an independent contractor, the Contractor agrees and understands that the Contractor is not entitled to any benefits and privileges established for the Company's employees, such as health insurance, vacation and sick leave with pay, paid holidays or severance pay upon termination of this Agreement for any reason. In accordance with the Contractor's independent contractor status, payments to the Contractor shall not constitute wages/salary and therefore, no amounts shall be deducted for employment, social security or other taxes or employee benefit claims. The Contractor shall be individually responsible for filing and paying its own self-employment and withholding taxes or any other relevant contributions.

4. Rights and Obligations of the Parties

- 4.1. The Contractor herewith agrees to ensure that the Services are provided in a professional, diligent and efficient manner and to perform the same with such care, skill and diligence as would reasonably be expected of any person possessing the Contractor's skills, knowledge, expertise, know-how and experience. The Contractor shall comply with all lawful instructions and/or directions issued by the Company falling within the scope of this Agreement and shall perform the Services having due consideration to all Company's internal policies, procedures and processes.
- 4.2. Where applicable for the performance of the Services, the Contractor shall be obliged to observe and abide by the policies, procedures, code of conduct and/or other guidelines and internal operations manual(s) issued and implemented by the Company and/or the Group as well as any applicable laws and regulations to which the Company (and/or the Associated Company(ies), where applicable) is subject, from time to time.
- 4.3. The Contractor understands that it may not perform any services on behalf of the Company without authorization from the Company, and that the Contractor will not be eligible for payment for any services rendered without proper authorization. Further, the Contractor shall not, during the term of this Agreement, either on its own account or as the employee/consultant of others or otherwise, be engaged or concerned in any competing business or activity.
- 4.4. This Agreement, upon execution thereof by the Contractor will be the legal, valid, and binding agreement of the Contractor, enforceable against the Contractor in accordance with the terms herein and applicable law.



- 4.5. In carrying out the duties and performing the Services under this Agreement, the Contractor shall not make any representations, or give any guaranties on behalf of the Company, except as specifically authorized to do so.
- 4.6. The Contractor shall not draw, accept, or indorse any bill on behalf of the Company, or in any way pledge the credit of the Company except in so far as it may have been expressly authorised by the Company in writing, either generally or in any particular case.
- 4.7. The Contractor shall promptly whenever requested by the Company and in any event upon the termination of this Agreement deliver to the Company all lists of Customers, Prospective Customers, correspondence and all other documents, analyses, papers, reports and records (including, without limitation, computer files and printouts) and/or any other Confidential or Proprietary Information or Intellectual Property Rights that belong to the Company or which may have been prepared by himself/herself for have come in its possession, custody or control in the course of the Agreement, and the Contractor shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Company.
- 4.8. The Contractor shall not disclose any knowledge about any developments or affairs which concern the Company and/or its Associated Companies to third parties and will keep in strict confidence the terms and conditions of this Agreement as well as any Confidential Information and/or Proprietary Rights of the Company and/or its Associated Companies that come to its possession or knowledge, unless is required to disclose by any law, regulation or any court order. The Contractor further agrees to keep all activities of the Company and Associated Companies which come to its knowledge absolutely confidential and furthermore agrees not to disclose any knowledge about any developments, affairs which concern the Company or Associated Companies to third parties.
- 4.9. The Contractor shall provide the Services in a timely manner as agreed, devoting every effort to perform the duties for which it is engaged to the best of his ability to conform with the needs of the Company and/or its Associated Companies and to conscientiously perform the Services avoiding any actions that could harm the interests of the Company or cause harm to the good reputation and name of the Company and/or its Associated Companies and/or contend the Company's, or its Associated Companies', activity in any way.
- 4.10. Where applicable and for the purpose of facilitating the secured, seamless and unobstructed performance of the Services by the Contractor, it is hereby agreed that, upon the commencement of the Agreement the Company may provide to the Contractor equipment as may be needed, which shall have installed those programs, software, platforms and/or systems (offline and online) that the Contractor may need access to solely for the performance of the Services and its duties and obligations under this Agreement. The Contractor shall be provided with any credentials/passwords necessary for the purpose of accessing any such programs, software, platforms and/or databases.
- 4.11. It is expressly agreed that any Company device, as well as any Confidential or Proprietary Information stored on and/or accessed through it shall constitute the Company's and/or the Group's exclusive property and the Contractor shall only be entitled to possess and use such Company devices for the duration of this Agreement strictly for the purpose of performing the Services and for no other purpose. Upon termination of the Agreement, howsoever arising, the Contractor shall be under an obligation to immediately return such Company devices or any other Company equipment or property back to the Company, save for where the Contractor shall be required to complete any project that shall remain open or pending at the time the Notice of Termination shall be tendered, in which case the Contractor shall be entitled to retain possession of the laptop until the completion of the project in question even if the completion shall fall outside the effective date of termination.
- 4.12. The Contractor acknowledges that access to the Company's computers, internet, networks, telephone and e-mail systems is provided for business purposes only and may be monitored by the Company. The Company expects all its electronic and computer facilities to be used in an effective and professional manner and consequently, the Contractor shall be under an obligation to make proper



use of all Company software, equipment and facilities in the course of performing the Services and in a manner that shall not place the Company or its employees at risk. The preceding rules apply to the use of Company's technology by the Contractor irrespective of whether the Services shall be rendered from within or from outside of the Company's premises or that of its Associated Companies.

- 4.13. Where applicable, and if it is needed for the performance of the Services, the Contractor shall be within the scope of the Company's/Group's secure electronic networks. In such a case the Company's security guidelines, policies and procedures shall be strictly followed by the Contractor. This includes the requirement to only use the Company's secured access end points for the execution of the objects and work related to the Services.
- 4.14. The Company expects all of its electronic and computer facilities to be used in an effective and professional manner. These facilities are provided by the Company at its own expense for its own business purposes to assist in carrying out the duties effectively. It is the responsibility of the Contractor to ensure that this technology is used for proper business purposes and in a manner that does not compromise the Company in any way.
- 4.15. The Contractor shall not without the prior written consent of the Company employ or appoint sub-contractors; if with such consent it does so, every act or omission of the sub-contractor shall for the purposes of this Agreement be deemed to be the act or omission of the Contractor.
- 4.16. The Contractor acknowledges that its jurisdiction's time zone may differ from that of the Company and agrees to provide the Services in line with the time zone / location instructed or indicated by the Company.
- 4.17. The Contractor shall notify the Company, via email or any other communication channel approved by the Company, if:
 - 4.17.1. for any justified reason, the Contractor is not available to deliver the Services or expects delays in submitting the assignment(s)/project(s) by the deadlines set by the Company;
 - 4.17.2. there are any emergency situations, of whatever nature, that may cause delays in delivering the Services / submitting the assignment(s)/project(s).

5. Confidentiality

- 5.1. The Contractor understands and accepts that the provision of the Services to the Company may bring it to contact with the Company's Confidential Information, Proprietary Rights and other business information and data of sensitive nature. The Contractor further agrees that the restrictive covenant in the present section is reasonable and necessary to protect the Company's legitimate business interests, Confidential Information and Proprietary Rights.
- 5.2. The Contractor further acknowledges that its engagement in any activity that may breach the present confidentiality obligations may cause the Company great, immediate, and irreparable harm, entitling the Company to seek injunctive or other equitable relief in addition to any other remedies it may have whether at law or otherwise.
- 5.3. Therefore, in consideration of the above, the Contractor hereby agrees to the following:
 - 5.3.1. during this Agreement and for a period of two (2) years following the termination of the Agreement (for any reason), it shall not directly or indirectly divulge or make use of any Confidential Information and/or Proprietary Information outside of the context of this Agreement (so long as the information remains confidential) without the prior written consent of the Company;
 - 5.3.2. it shall hold the Confidential Information and/or Proprietary Information in strict confidence and shall not disclose it to any third party, other than as permitted according to this Agreement

and/or required by applicable law or regulation;

5.3.3. it shall not, directly or indirectly:

5.3.3.1. disclose, display, provide, transfer or copy the Confidential Information or otherwise reproduce, repackage, further transmit, transfer, disseminate, distribute, redistribute, sell, resell, license, sublicense, alter, modify, adapt or store for subsequent use, in whole or in part, in any form or manner or by any means whatsoever any part of the Confidential Information;

5.3.3.2. reverse engineer, decompile or disassemble the Company's software or Confidential Information or attempt to use the Company's software or Confidential Information in any form other than machine readable object code, or allow a third party to do any of the above;

5.3.4. if it is requested (by subpoena, court order, regulatory body request, criminal investigative demand, or similar process) to disclose any Confidential Information, the Contractor shall provide the Company with prompt notice, reveal the confidential nature of the required Confidential Information to the requesting party and cooperate with, and provide all reasonable assistance to the Company in the event that the Company wishes to seek an injunction, protective order or other appropriate remedy to prevent such disclosure. In addition, the Contractor further agrees that if he/she is questioned about Confidential Information by anyone not authorised to receive such information, it shall notify the Company within 24 hours;

5.3.5. it shall not make any copies of the Company's Confidential Information and/or Proprietary Information except as needed for the purposes of this Agreement. Notwithstanding the foregoing, the Contractor may retain such of its documents as required to comply with mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation;

5.3.6. all Confidential Information disclosed under this Agreement, and any right, title and interest in and to the Confidential Information, shall be and remain the property of the Company and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Contractor. The Contractor hereby acknowledges and confirms that all the existing and future Intellectual Property Rights related to the Confidential Information and/or Proprietary Information are exclusive titles of the Company;

5.3.7. to protect the Confidential Information from unauthorised disclosure, use or any other action prohibited, by using the same degree of care, but no less than a reasonable degree of care, as the Contractor uses to protect its own Confidential Information of like importance;

5.3.8. to return all Confidential Information within three (3) calendar days following the termination of this Agreement (for any reason) and in any case whenever requested by the Company to do so. To the extent that the Contractor maintains Confidential Information in electronic form on any computers or other electronic devices, the Contractor agrees to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination of this Agreement. The Contractor also agrees to return all information and/or documentation in its possession at the time of the termination of the Agreement with the Company, including but not limited to all lists of Customers, Prospective Customers, analyses, charts, data, correspondence, documents, records, tapes, and other media of any kind and description relating to the business and operations of the Company and any copies, in whole or in part, whether or not prepared by the Contractor, all of which shall remain the sole and exclusive property of the Company.

5.4. The obligations of the Contractor under this clause 5 shall survive termination of this Agreement.

6. Data Protection

- 6.1. The Contractor consents to the Company holding and processing data relating to it for legal, personnel, administrative and management purposes as well as for the purpose of complying with applicable laws and regulations. In addition, the Contractor consents to the processing of any "special categories of personal data" (as defined in the Data Protection Legislation), e.g., criminal records' data, etc., in order to comply with legal requirements and/or obligations.
- 6.2. The Contractor further consents that the Company may, when necessary, make such data available to its advisers, to parties providing services to the Company (including without limitation IT system suppliers, pension, benefits and payroll administrators, medical practitioners, etc.) and to regulatory authorities, as required by law.
- 6.3. The Contractor shall comply with the Company's Privacy and Personal Data Protection policy and relevant obligations under the Data Protection Legislation and associated codes of practice when processing personal data relating to any employee, client, prospective client, supplier, or agent of the Company (whether prospective, current or future).
- 6.4. Each Party has obligations with respect to the security of the personal data that will be processed in the context of this Agreement. Both Parties shall employee appropriate administrative, physical and technical measures and safeguards that are designed to prevent any unauthorised use, access, processing, destruction, loss, alteration or disclosure of any of the Company's or its Associated Companies' clients' or employees' personal data.

7. Intellectual Property

- 7.1. Proprietary Rights and Intellectual Property Rights shall be promptly and fully disclosed by the Contractor to the Company and shall be the exclusive property of the Company as against the Contractor and its successors, heirs, devisees, legatees and assigns.
- 7.2. The Contractor agrees that any work, Material, Invention, idea, sample, software or report produced or that results from or is suggested by the work the Contractor does on behalf of the Company or any of its Associated Companies is "work for hire" (hereinafter referred to as "Work") and will be the sole property of the Company. The Contractor agrees not to claim any such ownership in such Work's intellectual property at any time prior to or after the completion and delivery of such Work to the Company. The Contractor further agrees to sign any documents, during or after its business relationship with the Company, that the Company deems necessary to confirm its ownership of the Work, and the Contractor agrees to cooperate with the Company to allow the Company to take advantage and make use of its ownership of such Work. The Contractor hereby assigns to the Company all existing and future Intellectual Property Rights in the Work all materials embodying such rights to the fullest extent permitted by law and shall promptly deliver to the Company all papers, drawings, models, data, and other material relating to any of the foregoing Proprietary/Intellectual Property Rights conceived, made, developed, created or reduced to practice by the Contractor under this Agreement. This Agreement shall operate as an irrevocable assignment by the Contractor to the Company of all right, title and interest in and to such Work, including, without limitation, all worldwide copyright interests therein, in perpetuity.
- 7.3. All title and Intellectual Property Rights in and to the Company's information, documents and other materials, systems or programs (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and content), are owned solely and exclusively by the Company and/or its Associated Companies. All title and Intellectual Property Rights in and to the information and content which may be accessed by the Contractor under this Agreement are the property of the Company and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant the Contractor any rights to use such content, other than the rights provided herein according to the terms of this Agreement.

7.4. All Intellectual Property Rights created by the Contractor individually or in cooperation of two or more members of staff for the purpose of completing work-related activities assigned to them by the Company under this Agreement shall belong to the Company and shall remain the property of the Company during the term of this Agreement and upon its termination.

7.5. The Contractor undertakes to the Company:

7.5.1. to notify to the Company in writing full details of all Inventions and Materials promptly on their creation;

7.5.2. to keep confidential the details of all Inventions and Materials;

7.5.3. whenever requested to do so by the Company and in any event on the termination of this Agreement, promptly to deliver to the Company all correspondence, documents papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Materials and the process of their creation which are in its possession, custody or power;

7.5.4. not to register nor attempt to register any of the Intellectual Property Rights in the Materials, nor any of the Inventions, unless requested to do so by the Company; and

7.5.5. to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Materials and that the Inventions has passed, or will pass, to the Company.

7.6. To the extent that all and any portion of the Work is not a work made for hire under applicable law, the Contractor hereby irrevocably assigns and transfers to the Company all of the right, title and interest in the Work in perpetuity worldwide, including all works based upon, derived from, or incorporating the Work, and any income, royalties, damages and/or payments now or hereafter due or payable with respect to the Work.

7.7. The Contractor waives any moral rights in the Materials to which he/she is now or may at any future time be entitled under the applicable law or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of publicity, the right of integrity, the right of approval and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Materials or other materials, infringes the Contractor's moral rights.

7.8. The Contractor acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Contractor in respect of the performance of its obligations under this clause.

7.9. The Company shall have the right to assign such rights freely to any third party, natural or legal person and nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to the Contractor or to any third party, and neither the Contractor nor any third party has acquired or will acquire, any right, title, or interest in or to, any part of the Works.

7.10. The Contractor shall be responsible for any damage resulting from any unauthorized use of the Company's intellectual property.

7.11. Except as expressly set forth herein, as between the Parties, each Party is and shall remain the owner of all Intellectual Property Rights that it owns or controls as of the Effective Date or that it develops or acquires thereafter.

7.12. The obligations of the Contractor under this clause 7 shall survive termination of this Agreement.

8. Representations and Warranties

8.1. The Contractor represents, warrants and covenants that:

a. he/she possesses the requisite training, knowledge, skills, experience and expertise to provide the

Services; and

- b. he/she understands that any request for compensation submitted to the Company for the Services provided under this Agreement is final and irrevocable; and
- c. it agrees and understands that the Contractor is not covered by any employees' compensation insurance provided by the Company to its direct employees and the Contractor expressly waives any such coverage as a condition of signing this Agreement; and
- d. it understands and agrees to respect and adhere to the email communication rules set by the Company and treat them as confidential, without sharing/discussing them with any third parties; and
- e. it shall inform the Company, immediately upon becoming aware of any matter in which it or a member of its immediate family has a personal interest, or which might create a conflict of interest with its duties under this Agreement; and
- f. this Agreement, upon execution thereof by the Contractor will be the legal, valid and binding agreement of the Contractor, enforceable against the Contractor in accordance with its terms and applicable law; and
- g. in carrying out the duties and performing the Services under this Agreement, the Contractor shall not make any representations, or give any guaranties on behalf of the Company, except as specifically authorised to do so; and
- h. agrees to handling all working tools provided by the Company to the Contractor for facilitating the Contractor's provision of the Services (i.e., localisation software, glossaries, style guides, training materials, localisation guidelines, templates, search engine optimisation materials, user manuals and product descriptions prepared by the Company) as confidential, as well as all email communications between the Company and the Contractor, and it shall not discuss/share/distribute them with/to any third parties under any circumstances; and
- i. shall indemnify and hold harmless the Company and/or its Associated Companies, their officers, employees and clients from and against all claims, losses, damages, liabilities and expenses (including attorney's fees) arising out of or based upon the Contractor's conduct, acts or omissions; and
- j. has the right, power and capacity to execute, deliver and perform this Agreement; and
- k. the Contractor's performance of its obligations under this Agreement does not violate any existing agreement or obligation between the Contractor and a third party.

9. Taxation

- 9.1. The Contractor shall be responsible for the payment of all taxes (e.g., applicable VAT, Income Tax etc) and insurance requirements under existing law, including, but not limited to social security taxes, income taxes or similar contributions and/or any other form of taxes and levies that may be applicable in connection with the payments made to the Contractor by the Company under this Agreement. The Contractor shall indemnify and hold the Company harmless against any and all claims, liabilities, costs or expenses that may arise out of any breach by the Contractor of this requirement.

10. Entire Agreement; Amendment; Severability

- 10.1. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and contains all of the promises, understandings, undertakings, and other representations made by the Parties to each other, all of which are merged herein.



10.2. This Agreement shall prevail over any prior agreement, understanding, promise or undertaking of the Parties, whether written or oral, with respect to the subject matter hereof, all of which are merged herein.

10.3. This Agreement shall not be amended, modified or varied other than by written instrument executed by both Parties or their duly authorized representatives.

10.4. Any determination of the invalidity or unenforceability of any provision of the Agreement shall not affect the remaining provisions hereof unless the business purpose of this Agreement is substantially frustrated thereby.

11. Indemnity

11.1. The Contractor agrees to indemnify and hold harmless and defend the Company and/or its Associated Companies, including their officers, directors, agents and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, the Contractor's negligent or reckless act, omission or default in connection to the performance of the Services under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Contractor. Parties found liable shall pay their proportionate share of damages as agreed by the Parties or as ordered by a court of competent jurisdiction.

12. Non – Assignment

12.1. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to any third person without the prior written consent of the other Party hereto; provided that the Company may assign or transfer this Agreement to an Associated Company by providing prior written notice to the Contractor of such assignment or transfer; provided, further, that such assignment or transfer is not inconsistent with applicable law or the terms and conditions of this Agreement. No assignment or transfer hereof should relieve the assignor of its obligation under this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

13. Termination and Notices

13.1. The Company may terminate this Agreement, without liability at any time, upon two (2) weeks prior written notice to the Contractor.

13.2. The Contractor may terminate this Agreement upon two (2) weeks prior written notice provided that there are no open projects at the time notice is given and/or that any open/pending project(s) will be delivered/completed on or before the effective date of the termination.

13.3. Any notice under this section, in order to be effective, must be in writing and must be given personally to the Contractor or be sent to the address set out above or to any other address notified by the Contractor to the Company for that purpose or via email to the email address provided by the Contractor.

13.4. The Company may terminate (for cause) this Agreement immediately where the Contractor's conduct is such as to justify the termination without notice, e.g.:

- failure by the Contractor to perform any of the obligations under this Agreement;
- breach by the Contractor of any of the warranties provided herein and failure to correct such

breach to the Company's reasonable satisfaction within three (3) calendar days following notice of the breach by the Company;

- gross misconduct in the course of its duties;
- commission by the Contractor, in the course of its duties under this Agreement, of a criminal offence without the agreement, expressed or implied, of the Company;
- immoral behaviour by the Contractor in the course of its duties; and
- serious or repeated contravention or disregard by the Contractor of work or other rules in relation to this Agreement.

14. Force Majeure

- 14.1. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two (2) months, the non-affected Party may terminate this Agreement by giving seven (7) days' written notice to the affected Party.

15. Governing Law and Jurisdiction

- 15.1. This Agreement shall be governed by and construed in all respects in accordance with the Laws of Dubai, United Arab Emirates. In case of dispute arising out of or in connection with this Agreement the competent courts of Dubai, United Arab Emirates shall have jurisdiction.
- 15.2. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

16. Electronic Signatures

- 16.1. Except where prohibited by law, the Parties may use an electronic signature service to execute this Agreement and agree that such signatures are valid and binding on the Parties.

17. Miscellaneous

- 17.1. This Agreement, along with the attached Annex I, set out all particulars of the Contractor's Agreement with the Company and the Contractor has read and fully understood all the terms of the present Agreement and declares that he/she is entering into this Agreement in its own free will.
- 17.2. The preamble and appendices to this Agreement constitute an integral part hereof.
- 17.3. Headings are included for convenience purposes only and are not to be used in interpreting this Agreement.
- 17.4. If there is any conflict or inconsistency between the provisions of this Agreement and ANNEX I, the provisions of this Agreement will prevail.
- 17.5. The text of this Agreement herein written in the English Language is the authentic text and any difficulties or uncertainties in interpretation arising shall be solved solely by reference to this text.
- 17.6. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date stated above.

[signature page follows]



Signed for and on behalf of
TP Global Marketing Services FZ-LLC

.....
Ayaz Haider
Director

Signed for and on behalf of
CV. Gatherich Tambah Rezeki


.....
Kayleen
Authorised Legal Representative

Dikomentari [A1]: Please provide us with the full name of the Contractor's authorized signatory.

ANNEX I

The following terms and details form an inseparable, integral and indispensable part of the present Agreement.

A. Description of Services:

Guest speaker for Grand Webinar - Kennedy Handersen (kennedyhandersen@gmail.com)
The Company shall retain full discretion over the structure, content, topics and key points of the webinar.

Dikomentari [A2]: Provide details to be included in the description of the service such as date of the webinar, duration of the seminar etc.

B. Payment Terms:

1. The Company shall pay the Contractor for the Services the amount of US\$933.
2. 50% advance payment and 50% one (1) day before the day of the webinar.

C. Other terms:

1. Any breach of, or failure of the Contractor to comply with, the agreed terms may result in a penalty, including but not limited to a refund of fifty percent (50%) of the total fee paid.
2. All payments shall be made via bank transfer.