

The Service Provider and the Company are hereinafter individually referred to as “**Party**” and collectively referred to as “**Parties**”.

**WHEREAS:**

- i) The Service Provider carries on business of talent search and providing recruitment services to different organizations based on their requirements.
- ii) The Service Provider represents to the Company that the Service Provider has the requisite skills, knowledge, experience, expertise, and capability to perform and carry out the services (“**the said services**”) more particularly mentioned and described in detail in the **ANNEXURE I** of this Agreement, which the Company has agreed to avail relying upon the representations of the Service Provider and as per the terms and conditions contained in this Agreement.
- iii) The Parties agreed mutually to the terms and conditions stated below.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

**1. APPOINTMENT & SCOPE OF WORK**

The Company hereby agrees to avail the said services of the Service Provider , and the Service Provider hereby agrees and undertakes to perform and discharge the services to the Company, as mentioned in the **ANNEXURE I** of this Agreement and any other services as may be instructed by the Company to the Service Provider from time to time, and other obligations, functions and duties as more particularly described hereunder, in the manner and on the terms and conditions contained in this Agreement (hereinafter collectively referred to as "**the Service Provider's Obligations**").

**2. CONSIDERATION**

- 2.1 As consideration of the services which to be provided by the Service Provider under **ANNEXURE II**, the Company shall pay to the Service Provider the consideration as mentioned in **ANNEXURE II** of this Agreement. The Service Provider shall raise the bill at the end of each service provided for which it is due and payable. The consideration shall be subject to deduction of all applicable taxes.

2.2 Payment **ANNEXURE II** will be sent to you via mail. It will vary from time to Time.

2.3 The said consideration, as mentioned in **ANNEXURE II**, shall be fixed for One year(s) from the date of this agreement.

2.4 It is hereby clarified that the Company's only obligation is to pay the aforesaid consideration to the Service Provider, and the Service Provider shall be totally responsible and liable for making payment to the Service Provider's agents, employees, personnel, representatives and/or other persons for whom the Service Provider is responsible (hereinafter collectively referred to as "**Personnel**").

### **3. SERVICE PROVIDER'S OBLIGATIONS**

3.1 The Service Provider shall render the Service Provider's Obligations with utmost care and diligence in accordance with the requirement of the Company.

3.2 Save as expressly permitted by the Company in writing, the Service Provider and its Personnel shall not at any time use the name or trademark or logo or any other intellectual rights of the Company for any purposes.

3.3 The Service Provider shall comply with all applicable laws, legislation, orders, etc., prevailing, and as applicable from time to time in all applicable jurisdictions.

3.4 The Service Provider shall not sub-contract this contract without the prior written permission of the Company.

3.5 The Service Provider represents and warrants to the Company that they are under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of their duties under this Agreement.

3.6 The Service Provider represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for whom they provide services concurrently with those provided herein.

#### 4. COMPANY'S OBLIGATIONS:

For each service to be provided by the Service Provider, the Company shall define, and provide BEPS, entire description, and criteria for the said service.

4.1 The Company shall designate an executive who would be the person of authority/contact, to facilitate the day-to-day coordination.

4.2 The Company shall inform the Service Provider of any duplication of candidate on the same day of receipt of the candidature.

4.3 The Company shall maintain the confidentiality of all the information regarding technology, test, processes etc. of the Service Provider.

4.4 The Company shall provide one day induction to the Service Provider's team assigned to a provide the service, to observe and understand the requirements of the said service to be provided.

4.5 The Company shall assign one day of the week, for detailed feedback on the services provided by the Service Provider to the Company during that week.

4.6 The Company shall provide the Service Provider, a quarterly rolling plan of their staffing requirements, along with the job specifications at the beginning of every month.

4.7 The Company shall provide its Aadhar, PAN, GSTIN or any other documents as requested, to the Service Provider along with the Agreement.

#### 5. CONFIDENTIALITY

The Service Provider irrevocably agrees and undertakes that all tangible and intangible information obtained or disclosed to the Service Provider or its Personnel, including all details, documents, data, recipe, know-how, applications, software, systems, papers, notices, statements, business or customer information and the Company's practices and trade secrets (all of which are hereinafter collectively referred to as "**Confidential Information**") which may be communicated to the Service Provider or Service Provider's Personnel or to which the Service Provider or Service Provider's Personnel may be privy under or pursuant to this Agreement or in the course of performance of the Service Provider's Obligations shall be treated as absolutely confidential and the Service Provider irrevocably agrees and undertakes that the Service Provider and all Service Provider's Personnel shall keep the same as secret and confidential and shall not disclose the same, at all, in whole or in part, to any person or persons (including legal entities) at any time nor use nor shall allow the

Confidential Information to be used for any purpose other than as may be necessary for the due performance of the Service Provider's Obligations hereunder. The Service Provider undertakes that Service Provider shall take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion, or alteration and shall limit access to the Confidential Information to only such Personnel as need to know the same to fulfill the Service Provider's Obligations. The Service Provider shall return all the confidential information in their custody and control at the end of the period of this Agreement or as and when demanded by Company, without any protest or delay.

## **6. ANNOUNCEMENTS**

The Parties and their respective affiliates shall not issue any press release or other public statement with respect to the transactions contemplated by this Agreement.

## **7. TERMINATION**

Both the Parties shall have an option to terminate this Agreement by giving **thirty (30) days** prior written notice and without providing any reason. The Agreement will stand terminated upon the expiry of such thirty (30) days period, provided that the Service Provider has fulfilled and complied with all its obligations to the Company due under this Agreement in case of termination by the Service Provider.

## **8. EFFECT OF TERMINATION**

Upon expiry or sooner determination of this Agreement, the Company shall return all data, details, and information as provided by the Service Provider without keeping any copy (including the saved data, information or any details in the computers or the servers of the Company) to the Service Provider and shall confirm the same in writing and vice-versa.

## **9. NON - EXCLUSIVE**

It is agreed and clarified that this Agreement is on a non-exclusive basis and the Parties are at liberty to enter into similar agreements with others (provided, however, that the Service Provider shall ensure that its entering into agreement/s with other Parties, shall not in any way be conflict with the terms of this Agreement or affect the Company's interests, rights or, remedies under this Agreement or in law).

## **10. INTELLECTUAL PROPERTY RIGHTS**

The Service Provider acknowledges that, all intellectual property rights including copyright, design rights, rights to patents, trade secrets and trademarks relating to the products and Services (“**the Intellectual Property Rights**”) of Company shall be the absolute property of Company. Service

Provider represents and warrants to Company that, it has not breached any Intellectual Property Rights of any third party while providing the Services herein. Service Provider further agrees that it shall not include its employees/personnel's, agent, contractor, or any of its related bodies corporate or associates or permitted assigns breach confidentiality agreed herein and shall not part with crucial information of Company including its intellectual properties.

## **MESILLINIOUS:**

### **11. FREE REPLACEMENT POLICY:**

(a) In the event, the candidate voluntarily terminates his/her employment with the Company within a period of 3 months from the date of joining, the Service Provider shall provide a free replacement to the Company. Provided that, the Company should not force or pressurize the candidate to leave or terminate his/her job.

(b) The replacement shall be provided by the Service Provider once the payment has been made the Company and the amount has been credited in the Service Provider's account.

## **12. TERMS & CONDITIONS**

12.1 The Company must pay the decided amount if the candidate has worked in their organization for a period exceeding a week.

12.2 The Company cannot hold the joining of the candidate for more than a week after selection.

12.3 In case, where the Company have found that police verification of the candidate is false, or the salary details given by the previous organization/other documents of the candidate are fake, the Company has the right to that candidate immediately, or cancel his/her joining.

12.4 If the candidate refuses to join or is rejected by the Company, then the Company cannot hire such candidate in future without giving the prior intimation of the same to BEPS.

12.5 If the Company is hiring the candidate on trial basis, the Service Provider shall consider his/her joining from the very same day only.

### **13. RELATIONSHIP**

It is clarified that this Agreement is on a principal-to-principal basis and does not create and shall not be deemed to create any employer-employee or principal-agent relationship between the Company and the Service Provider and/or its personnel. The Service Provider and/or its personnel shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of the Company or in any manner bind the Company or hold out or represent that the Service Provider is representing or acting as agent of the Company, unless specifically instructed by the Company to do so. The actions of the Service Provider shall not be such as may be capable of being constructed as those of a branch of the Company.

### **14. SEVERANCE**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

### **15. APPROVALS AND CONSENTS**

Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

### **16. SURVIVAL**

The confidentiality obligations under this Agreement in Clause 6 and Clause 7 are independent in nature and shall survive the termination or expiry of this Agreement.

### **17. AMENDMENT**

Unless otherwise stated expressly, this Agreement shall be modified only by an instrument in writing duly executed by both the Parties.

## **18. FORCE MAJEURE**

(1) Neither party hereto shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Products, if the delay or failure is beyond that party's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond either party's reasonable control (hereinafter collectively called the "Force Majeure"):

- (a) Act of God, explosion, flood, tempest, fire or accident;
- (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (c) acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- (d) import or export regulations or embargoes;
- (e) strikes, lockouts or other industrial actions or trade disputes;
- (f) difficulties in obtaining raw materials, labor, fuel, parts, or machinery.

(2) If either party is affected by the Force Majeure, it shall forthwith notify the other party of the nature and extent thereof.

(3) If the Force Majeure continues more than one (1) month, the other party shall have the right to terminate this Agreement or the portion of the obligation of this Agreement the performance of which shall have been so hindered or delayed, unless otherwise agreed upon between the Parties hereto within such period.

## **19. LIMITATION OF LIABILITY**

Unless expressly stated herein, the Service Provider shall not be liable to the loss of profit, for loss of contract or business opportunity, or for any indirect, consequential, special, or exemplary damages of any kind or nature whatsoever, howsoever caused, incurred by the Company, whether in an action in contract, tort or otherwise.

## **20. TAX AND DUTY**

The Service Provider shall bear and pay any taxes, withholding taxes, Goods and Service taxes, Excise Charges, turnover taxes, duties, or any other

charges imposed or charged in any country which may arise out of or in connection with the execution or performance of this Agreement.

## **21. ASSIGNMENT**

Neither party hereto shall assign or transfer the whole or a part of this Agreement to any person, firm or company.

## **22. NO IMPLIED WAIVER**

The failure of one party hereto at any time to require performance by the other of any provision hereof shall, in no way, affect such party's right to require full performance thereof at any time thereafter, nor shall the waiver by one party hereto of a breach of any provision hereof, be taken or held to be a waiver by such party of any succeeding breach of such provision or as a waiver of the provision itself.

## **23. ENTIRE AGREEMENT**

This Agreement along with its Annexures constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous communications or agreements with regard to the subject matter hereof. This Agreement may not be modified except in writing by the Parties hereto.

## **25. AGREEMENT IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all such counterparts shall together constitute one agreement binding on all the Parties notwithstanding that all of the Parties are not signatories to the original or same counterpart.

## **26. COSTS AND EXPENSES**

Whether or not other transactions contemplated hereby are consummated, each Party shall pay its own fees and expenses incidental to entering into this Agreement, and the other transactions contemplated by this Agreement (including those of legal counsel). The Company shall be responsible for all stamp duty payable on this Agreement.

## **27. ATTORNEYS**



Each person who executes this Agreement on behalf of a party under a power of attorney or authority declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney or authority.

## **28. DISPUTE RESOLUTION**

The Parties shall at all time endeavor to resolve all disputes/ differences amongst themselves and arising out of or in connection with this Agreement in a peaceful and amicable manner within a period of 30 days from the date when such disputes/differences first arose.

## **29. GOVERNING LAW AND JURISDICTION**

Any disputes between the Parties in respect of any issues under this agreement or relating to this Agreement shall be governed by and construed in accordance with the laws of India and the Parties hereto agree that the courts of Jaipur (Rajasthan) in India, shall have exclusive jurisdiction to try any such suit or proceedings.

### **ANNEXURE I**

#### **THE SCOPE OF WORK OF SERVICE PROVIDER INCLUDING ANY OTHER SPECIFIC TERM & CONDITION (TO BE REVISED FROM TIME TO TIME AND SHALL FORM PART OF THE AGREEMENT)**

**Based on the requirements of the Company for various positions, the Service provider will identify the appropriate person through either one or a combination of means such as external advertising, in house search of existing data bank and headhunting.**

**After the inhouse assessments of the relevant skills and interviews, the Service Provider will send the resumes/CVs of the shortlisted candidates to the Company for its review.**

**Based on the Company's input, the Service Provider will arrange for interviews with the Company's personnel.**

### **ANNEXURE II**

#### **THE CONSIDERATION PAYABLE TO SERVICE PROVIDER FOR PROVIDING THE SERVICES**

**(TO BE REVISED FROM TIME TO TIME AT THE DISCRETION OF THE  
COMPANY AND SHALL FORM PART OF THE AGREEMENT)**

**Annexure II (payment norms )will be share to you via  
mail.**