AGREEMENT FOR HIRING CONSULTANCY SERVICES

THIS AGREEMENT FOR HIRING CONSULTANCY SERVICES (“AGREEMENT”) is entered into at Mumbai on 8th November 2024 by and between:

**Careerstrike HR Solutions Private Limited** (hereinafter referred to as “the Company” which expression shall, unless repugnant to context or meaning thereof, mean and include its successors-in-interest and permitted assigns), a company incorporated under the Companies Act, 2013 having its office situated at 7, Tiwari Cottage, Andheri East, Mumbai, Maharashtra 400099 and **PAN** AAKCC7168G, **GSTIN** 27AAKCC7168G1ZB represented by its Director, Mr. Amul Dolas of the FIRST PART;

# AND

**(Your Name)** Director of **(Your Company Name)**, hereinafter referred to as “the Vendor” which expression shall, unless repugnant to context or meaning thereof, mean and include its successors-in-interest and permitted assigns), an individual, having PAN Card **(Pan Card Number)** of the OTHER PART;

The Company and the Vendor are hereinafter collectively referred to as the “Parties” and individually as a “Party” as the context may require.

WHEREAS:

1. the Company is engaged in the business of advisory, consultancy and business support services including sourcing / fulfilling requirement of candidates for the post and is carrying on its activities in India;
2. the Company is on an aggressive growth path and is looking to engage Vendors for the purposes of performing sourcing human resource requirements as mentioned in clause 1(b);
3. the Vendor has represented to the Company about their knowledge, experience and skills to fulfil the responsibilities as mentioned in clause 1(b). Based on the representations made by the Vendor, the Company is desirous of engaging the Vendor to perform certain services as set out in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED) IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

# APPOINTMENT & SCOPE OF WORK:

* 1. The Company hereby appoints the Vendor to render Hiring Consultancy Services mentioned in clause 1(b) and the Vendor hereby accepts the same upon the terms and conditions hereinafter set forth. b. Vendor shall assist the Company in identification of candidates and sourcing for the post of Rider Partners, delivery agents, drivers and other human resources as per requirement. The Company has internally decided upon the compensation package for its Rider Partners. Vendor will have to fulfill the sourcing as per these packages to be communicated by the Company to the Vendor in writing. c. Present potential and validated candidates, after finalizing the job description and the compensation packages for further interview by the Company or any of its client. The vendor shall continuously present candidates till the requirement of the Company and as required by the Company.

# TERM OF APPOINTMENT & DURATION OF THE AGREEMENT:

* 1. This Agreement shall commence on the effective date of the Agreement and shall remain in force for a period of 11 months, unless otherwise terminated in accordance with Clause 9 of this Agreement. b. However, the Company reserves the right and sole discretion to enter into a new agreement with the Vendor but only on terms mutually agreed between the Parties.

1. **PLACE OF OPERATION**: The Vendor shall perform the Hiring Consultancy Services for any position based out of India or any other place as decided mutually by the parties.

# FEES AND TERMS OF PAYMENT:

* 1. In consideration for the Consultancy Services provided by the Vendor, the vendor shall be paid a fee only

if the Company or any of its clients, hires the candidates presented by the vendor, through the Company and only if the Company receives any sourcing fee from its client for sourcing of such candidate.

* 1. It may be possible that the same candidate is referred for hiring by other vendors as well and in the case that such candidate is hired and the Company receives any sourcing fee for hiring of such candidate from its client, the Consultancy fee paid on such hiring to the Vendor shall be the sole discretion of the Company and the Company reserves the right to select the eligible vendor who will receive consultancy fee on the hiring / sourcing of the candidate.
  2. Consultancy Fee shall be paid to the Vendor as per Annexure – A on any successful hiring / deployment of rider partners sourced through the vendor and for which the Company receives sourcing fee from its clients ONLY.
  3. The Company shall not pay any fees to the vendor for presenting any number of potential or validated candidates for any hiring requirement and the payment shall only on successful hiring by clients of the Company for which the Company receives sourcing fees.
  4. The Fee mentioned above shall be payable only upon the Vendor raising an invoice on the Company on or before the last day of each calendar month. The Vendor shall provide the Bank Account number, Bank name, Branch name, IFSC code number in the invoice along with the PAN & GSTIN.
  5. The Company shall issue payment within 30 working days of receipt of the invoice to the bank account of the Vendor as mentioned in the Invoice after deduction of applicable taxes at source under the income Tax Act, 1961.
  6. The Company shall be entitled to withhold payment if the Services as set out in clause 1 of this Agreement do not conform to the standards prescribed by the Company.

# INTELLECTUAL PROPERTY:

* 1. In the course of performance of the Services, the Vendor will get / shall have access to various tangible and intangible information including, various data, trademarks, trade names, trade secrets, registered or unregistered patents, copyrights, designs, or any other document or intellectual property developed by the Company (collectively “Intellectual Property”). The Vendor acknowledges that all rights, ownership, title and interest in and to Intellectual Property shall remain with the Company, and the Vendor shall have no manner of right, title or interest thereto. The Vendor agrees that they shall use the Intellectual Property only in order to perform the Services and shall keep such Intellectual Property confidential in accordance with the terms contained herein;
  2. Intellectual Property developed by the Vendor pursuant to performance of Consultancy Services shall be the sole and exclusive property of the Company and the Vendor shall have no right thereon. The Vendor hereby irrevocably and permanently assigns to the Company, the exclusive and absolute right to such Intellectual Property. The Vendor shall, if called upon to do so, execute all such deeds and documents as may be required by the Company to evidence and confer such ownership on the Company;
  3. The Vendor shall not use or disclose the Intellectual Property or any portion thereof, except for the limited purposes of performing its/his/her duties and obligations of the Agreement with the Company. Nothing contained herein or in any other document furnished to the Vendor by the Company, shall be deemed to mean an assignment, license or transfer of the Intellectual Property to the Vendor.

# CONFIDENTIALITY:

* 1. The Vendor shall retain in confidence and shall not, without the prior written consent of the Company, disclose in any manner or use, except in the performance of its Services under this Agreement, any materials disclosed to the Vendor by the Company or developed by the Vendor for the Company, including but not limited to all information, data and items relating to

area of functioning of the Company and its affiliates, including, without limitation, information relating to its accounts, receivables, clients, prospective clients, employees, prospective employees, business methods and procedures, pricing techniques, business leads, budgets, memoranda, correspondence, reports, records, processes, Intellectual Property, financial statements, analysis, business reports,

policies, market survey, market research, human resource data, risk management initiatives, incentive plans, financial projections or personal matter, employees, investors (collectively “Confidential Information”) to any third Party;

* 1. Upon termination of this Agreement or upon receipt of a request thereof by the Company, the Vendor shall promptly deliver to the Company, all originals and copies of all documents, records, software, media and other materials containing any Confidential Information within 3 (Three) days from the date of termination or receipt of written request. Upon receipt of a written request from the Company, the Vendor shall destroy any such material or Confidential Information.
  2. The disclosure of Confidential Information by the Company shall not amount to a license, assignment or transfer of any right, title or interest to the Vendor. The Company shall be the sole and absolute owner of all intellectual property in and with respect to its Confidential Information, during the term of this Agreement and thereafter.
  3. The confidentiality obligations under this Clause shall survive the termination of this Agreement and shall remain valid for a period of 5 years from the end of the validity of this Agreement. e. Without prejudice to the other remedies which the Company may have under the Agreement or law or equity, the Vendor acknowledges that the Company may be irreparably damaged by any breach of this Clause and the Agreement and that the Company shall be entitled to seek an injunction, specific performance or other equitable remedy to prevent such breach, and may entitle the Company to other legal remedies, including attorney’s fees and costs.

# EXCLUSIVITY, NON-COMPETE AND OTHER RESTRICTIONS:

* 1. The Vendor acknowledges that the Company may, either by itself or through its affiliates, appoint any third party for procuring for services which may be same or similar to the Consultancy Services during the Term (or thereafter) of this Agreement or after the termination of this Agreement.
  2. The Vendor agrees that it shall not, during the Term (including any extensions thereof) of this Agreement, deal with any person in any capacity including as a director, shareholder, Vendor, advisor, partner, agent, representative for providing assistance or services which are similar or identical to the Consultancy Services under this Agreement to any political party or an organization, group, or any organization that is in a similar or identical to the current business of the Company or to the clients of the Company.
  3. For the purposes of this clause, ‘current business of the Company’ shall mean each of such businesses, products, customers or activities that is conducted, developed or aggregated and/or are in the process of development for or within the Company during the period commencing from the Commencement Date till the expiry or early termination of this Agreement.
  4. The Vendor shall ensure that the provision of services by the Vendor to any third party does not affect the quality and efficiency of Consultancy Services required to be discharged by the Vendor under this Agreement.
  5. The Vendor agrees that any documents including but not limited to codebase, software, technology, dashboard, reports, drawings, calculations, formula, equations, tables, designs, manuals, data, research material, research results, papers, studies, and/or other documents of a technical nature prepared or procured by the Vendor in relation to the performance of the Consultancy Services during the Term, including results from work performed by the Vendor (“Deliverables”) for discharging its responsibilities/obligations under this Agreement shall not be utilized, embedded, and exploited in any manner for the performance of services for any third party.
  6. The Vendor shall represent the Company faithfully in all engagements with vendors, third parties, and client representatives. During the term of this Agreement, the Vendor shall not engage, discuss or enter into any relationships, offer any advice, or promise any benefit outside the scope of the Deliverables, to the Client, its officers, members, affiliate groups or any of their Vendors, vendors, or subcontractors that the Vendor may be in contact with. Nor shall the Vendor enter or attempt to enter into any arrangement that may result in a reputational risk to the Company or a conflict of interest with the aims and objectives of the Company.

1. **PUBLICITY**: The Vendor shall not use the name of the Company or that of the clients represented by the Company or the nature of any work done on behalf of the Company in any advertising, recruitment or publicity releases whether by way of email, newsletter, social media posts, recruitment information, or marketing materials without securing the prior written approval of the Company. The Vendor shall not use the Company's name or Company's logo in any advertising or reference or marketing material in any way, unless written permission is received by the Vendor from the Company in each circumstance.

# TERMINATION:

* 1. This Agreement may be terminated by both Parties mutually in writing.
  2. This Agreement may be terminated by either Party without cause by giving at least 7 days prior notice in writing to the other Party. Termination of this Agreement shall not relieve either Party of any obligation accrued prior to the termination date.

1. **INDEMNITY**: The Vendor shall indemnify and hold the Company harmless against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's fees and expenses, and all other expenses accruing, incurred or suffered by the Company directly, arising on account of (i) failure by the Vendor to perform any of their obligations under this Agreement, in accordance with the provisions of this Agreement; (ii) any harm, disrepute or negative publicity caused to the Company due to the act, commission or omission of the Vendor; (iii) any claim from any statutory authority or any employee/s or agent of the Vendor; and/or (iv) any act, commission or omission, negligence, fraud, misconduct or gross violation of any of the terms and conditions of this Agreement by the Vendor.
2. **RELATIONSHIP BETWEEN THE COMPANY AND THE VENDOR**: The Vendor is an independent Vendor and is not an agent of the Company and is not authorized to act on behalf of the Company. While the Company is entitled to provide the Vendor with general guidance to assist the Vendor in competing the Services to the Company’s satisfaction, nevertheless the Vendor is ultimately responsible for directing and controlling the performance of the task comprising scope of services as mentioned in clause 1(b), in accordance with the terms and conditions of this Agreement.
3. **DISPUTE/RESOLUTIONS**: Any disputes, differences, controversy arising relating to the interpretation of this Agreement shall be settled by arbitration in the accordance with the rules of conciliation and arbitration of India. The place of arbitration shall be New Delhi, India and conducted in English.
4. **ENTIRE AGREEMENT AND AMENDMENTS**: This Agreement constitutes the entire agreement between the Parties, and any representation made by either Party prior to the signing hereof shall be disregarded. Any amendments to this Agreement shall be agreed in writing by the Vendor and the Company.
5. **NOTICES**: Any Notice required to be sent under this Agreement shall be sent or delivered to the receiving party at the address set forth at the beginning of the Agreement, or at such other address as the Parties may, from time to time, designate in writing.
6. **WAIVER**: No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right power privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement.
7. **SEVERABILITY**: If any term or provision of this Agreement shall be determined to be invalid or unenforceable under Indian law, such term or provision shall be deemed severed from this Agreement and a reasonable valid term or provision, as the case may be, to be mutually agreed upon by the parties shall be substituted.
8. **COUNTERPARTS**: This Agreement may be signed in any number of counterparts, each of which when so

executed and delivered shall be an original, but all of which taken together shall constitute one and the same instrument.

1. **SUB-CONTRACTING**: The Vendor shall not sub-contract any part of the performance of the Consultancy Services
2. **FORCE MAJEURE**: If either Party fails to perform its/her obligation under this Agreement due to causes beyond his reasonable control including war, fire, blockade, strikes (excluding strikes by its/his/her own personnel) or natural catastrophe or any other force majeure event, then such Party shall not be held responsible for any loss or damage which may be incurred by the other party as a result of such failure.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AGREEMENT ON THE DAY AND DATE FIRST MENTIONED ABOVE

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| **SIGNED BY THE VENDOR** | **SIGNED FOR AND ON BEHALF OF**  **Careerstrike HR Solutions PRIVATE LIMITED** |
|  | **Digi sign amul** |
| Name: | Name: Amul Dolas |
| Designation: | Designation: Director |
| Dated: | Dated: 8th November 2024 |
|  |  |
| Witness 1 | Witness 2 |
| Name: | Name: |
| Address: | Address: |

# Annexure – A

**(Select the applicable category)**

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| --- | --- | --- |
| **Category** | **Payout Structure** | **Type of Vendor** |
| Vendor | **For Permanent Recruitment:**  Up to 50% of entire invoicing Amount excluding GST After Closure | Sub Vendor |
| Vendor | **For Staffing:**  Commercials will differ for every requirement As per Careerstrike HR Solutions Pvt LTd commercial agreement with the client and will be disclosed before every requirement is shared. | Sub Vendor |

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| --- | --- |
| **SIGNED BY THE VENDOR** | **SIGNED FOR AND ON BEHALF OF**  **CAREERSTRIKE HR SOLUTIONS PRIVATE LIMITED** |
|  | **Digi sign amul** |
| Name: | Name:AMUL DOLAS |
| Designation: | Designation: Director |
| Dated: | Dated: 8th November 2024 |
|  |  |
| Witness 1 | Witness 2 |
| Name: | Name: |
| Address: | Address: |