

## Agreement for Recruitment Services ("Agreement")

This Agreement is made in Delhi on 26<sup>th</sup> July, 2023

### **BETWEEN**

**Krisumi corporation**, a company incorporated under the Companies Act, 1956 and having its registered offices at 3rd Floor, Central Plaza Mall, Golf Course Road, Sector 53, Gurgaon, Haryana- 122001 hereinafter referred to as the "Client" which expression unless repugnant or contrary to the context or meaning thereof shall mean and include its successors in interest and assigns of the **ONE PART**.

### **AND**

**Hashtag Human Resources Pvt. Ltd.** T93, DK House, 4<sup>th</sup> floor, Close to IOC Building, Gautam Nagar, New Delhi-49. hereinafter referred to as "Recruiting Agency" which expression unless repugnant or contrary to the context or meaning thereof shall mean and include its successors in interest) of the **OTHER PART**.

(Both the Client and Recruiting Agency may collectively be referred to as 'the Parties' and individually as "the Party" wherever the context requires)

**WHEREAS** the Recruitment Agency is engaged in the business of providing services in the area of human resource management & consultancy and offered its services to Client.

**AND WHEREAS** the Client has acceded to the above request of the Recruitment Agency on the terms and conditions of this Agreement as hereunder:

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Subject to the terms and conditions of the Agreement, the Client agrees to engage and Recruiting Agency agrees to provide services to the Client during the Term of this Agreement.
2. Recruitment Agency shall provide the services to the Client in terms of the obligations/ duties detailed in **Annexure A** to this Agreement during the Term of the Agreement. **Annexure A** may be revised and/ or amended from time to time as agreed between the Parties and shall be duly recorded in writing.
3.
  - i) Client shall pay 8.33% of TCTC to the Recruitment Agency for the successful placement of the candidates.

CIN: U80302DL2011PTC221232

Regd Office: T93, DK House, 4<sup>th</sup> floor, Close to IOC Building, Gautam Nagar, New Delhi -49  
Corp Office: 5<sup>th</sup> Floor, Awfis Co-working space, Plot No. 7, Sector 44, Gurgaon - 22

For the purpose of payments, annual TCTC shall comprise of all components namely Basic Salary, HRA, Special Allowance, and Statutory Bonus/LTA (as the case may be) and Medical Reimbursements if any provided as a part of CTC.

- ii) Client shall release the payment within 30 days of the Invoice date
  - iii) In case a selected candidate, as stated above in point 3 (i), resigns within 6 months of joining, then the Recruitment Agency shall provide a free replacement. Notwithstanding anything contained herein, the Client reserves the right to adjust the payment/expenses against any other position.
  - iv) The payment shall be subject to the deduction of Income Tax at source as applicable from time to time. GST, as applicable from time to time, shall be chargeable on the invoice amount and borne by the Client.
4. This Agreement shall come into force and effect from the date as mentioned herein above and shall remain in effect for a period of 1 year from such date or date of earlier termination, whichever is earlier.
  5. The Client will give the recruiting agency credit for the profiles sent by Hashtag HR for irrespective of the position the candidate is hired for within the organization.
  6. Any departure from the terms as specified in this contract for a specific position will necessitate a separate written consent from the Client, for that position.
  7.
    - i) The Recruitment Agency will not disclose information that may be classified as confidential and may receive or obtain as a result of entering into this Agreement.
    - ii) All information regarding the compensation/remuneration details of a candidate, who has been successfully placed with the Client, will be sought from the HR function of Client, and not from such candidate, or from anyone else. The offer/ appointment letter of such candidate is a confidential document of the Client.
  8. Client reserves the right to terminate this agreement at any point in time, in writing, without assigning any reasons whatsoever.
  9. The Recruitment Agency shall keep the Client indemnified and hold harmless against any and all liabilities, actions, claims, damages, costs and other expenses etc arising out of the breach /default of the terms and conditions of this Agreement by the Recruitment Agency.
  10. This Agreement is entered into between the Parties on principal-to-principal basis. Nothing contained herein shall be construed to imply a partnership or principal agent relationship or employee-employer relationship between the Parties and neither Party by virtue of this Agreement shall have the right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.



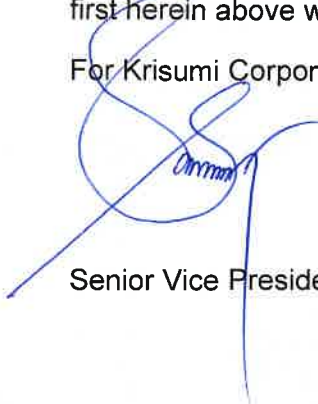
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11. This Agreement along with the Annexure(s) annexed hereto constitutes the entire agreement between the Parties and shall not be changed or modified except by written amendment duly agreed and signed by the Parties.
12. Any notice under these presents shall be deemed to have been validly served if the same is delivered by hand or dispatched by registered/speed post etc to the aforesaid address of the party concerned or to such other address as such party may have notified in writing to the other party for such purpose. Every such notice shall be deemed to have been duly received and come into effect immediately if the notice is delivered by hand, or on the expiry of seven days from the date of its dispatch if the notice is given by registered/speed post as mentioned above.
13. All disputes pertaining to this Agreement shall be subject to jurisdiction of Delhi only.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement the day and year first herein above written

For Krisumi Corporation Pvt. Ltd.

  
Senior Vice President – Human Resources

For Hashtag Human Resources Pvt. Ltd.

For HASHTAG HUMAN RESOURCES PRIVATE LIMITED

  
Authorised Signatory

DIRECTOR

## Annexure A

**For performing the services, the obligations of the Parties are as follows:**

### **A. Recruitment Agency's Obligation:**

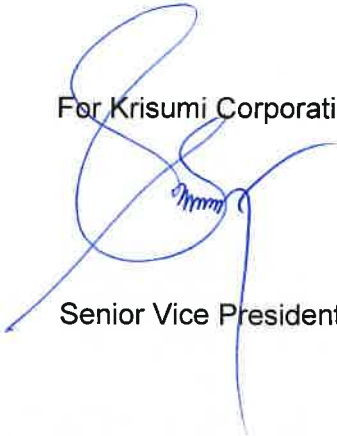
1. Recording of Client requirement(s).
2. To Provide the Client with suitable resumes of potential candidates as per the requirement(s) of the Client as intimated to the Recruitment Agency from time to time.
3. To ensure that the potential candidates are given fair and accurate information about the Client and the Client's requirement(s).
4. To provide to the Client any information about a potential candidate that is in the knowledge of the Recruitment Agency and disclosure of such information may be considered to be relevant to the recruitment process and may be in the interest of the Client.
5. To communicate and coordinate between the Client and the potential candidate in fixing the venue, time or such other matters relating to meetings between the Client and potential candidate
6. To assist the Client with the co-ordination of acceptance of job offers by and between the potential candidate and the Client
7. To provide a brief write up based on the profile of the potential candidate in relation to his / her being fit for the position, comments, views, etc. (current CTC, total experience must be included).
8. It would also be the Recruitment Agency's responsibility to ascertain whether a candidate has applied earlier to Client either directly, or through some other Consultant(s).
9. Since the Company does not maintain a database of all candidates met/ interviewed, the Recruitment Agency would have a lien on valid candidates presented by them for six months, for a specific position
10. During the tenure of this contract, the Recruitment Agency will not offer employment opportunity to any employee of Client even if the candidate had directly approached the Recruitment Agency. Recruitment Agency shall not poach or offer any job to any personnel from Client. This includes all Business Development consultants, Delivery and/or HR consultants, recruiters, members from back-end operations or any other departments/ functions and such other support functions during the tenure of this Agreement and one year thereafter [ i.e. till Date 26th July, 2024]
11. The Recruitment Agency shall be held liable for any inadequacies or inaccuracies in information as provided to or understood (1) by the potential candidate(s) about Client and the role & (2) by Client about the candidate, including the candidate's compensation.

### **B. Client's Obligation:**

1. In the Client Requirement Brief, a clear and comprehensive description of the requirements it seeks in a potential candidate, this would include description of the position for which recruitment is sought, person and qualification specifications, relevant organization details, CTC bracket per position, etc, as is necessary the Recruitment Agency to effectively perform its obligations under this Agreement

2. To give to the Recruitment Agency true, fair and accurate information about itself to be furnished by the Recruitment Agency to the potential candidate.
3. To intimate the Recruitment Agency, within 15 days of receiving the resumes of a potential candidate, if Client is already in possession of or has already considered the resume of the said candidate. However, this would not preclude the responsibility of the Recruitment Agency to ratify/check the same, prior to sending resumes.
4. Upon recruitment of a potential candidate, intimate the fact of such recruitment within 7 days of issuing the letter of appointment to such candidate.
5. The ultimate decision on recruitment of personnel and of the completion of the recruitment process rests solely with the Client, to be exercised at its discretion or pleasure or in accordance with its policies.

For Krisumi Corporation Pvt. Ltd.



Senior Vice President – Human Resources

For Hashtag Human Resources Pvt. Ltd.

For HASHTAG HUMAN RESOURECS PRIVATE LIMITED



DIRECTOR

Authorised Signatory