

Bond



**Indian-Non Judicial Stamp
Haryana Government**



Date :06/07/2024

Certificate No. G0F2024G1766



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 118653892



Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Name: Krisumi Corporation Private limited

H.No/Floor : Na

Sector/Ward : 36a

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 85*****49



Purpose : ALL to be submitted at Concerned office

AGREEMENT FOR RECRUITMENT FACILITATION SERVICES

This Agreement for Recruitment Facilitation Services (hereinafter referred to as "Agreement") is made between:

PERSOLKELLY India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Sri Ram Samanthu Chambers, No. 3287, 12th Main HAL 2nd Stage, Indira Nagar, Bangalore-560 038 (Karnataka) and its corporate office at Unit 1202, 1203 & 1204, 12th Floor, Tower-C, Unitech Cyber Park, Sector-39, Gurgaon-122 002 (Haryana) hereinafter referred to as "**PERSOLKELLY**" which expression shall, unless the context admits otherwise, include its successors in business and interest and permitted assigns of the **ONE PART**

AND

KRISUMI CORPORATION, a company incorporated under the Companies Act, 1956 and having its registered offices at Unit - 02, 11th Floor, Emaar Capital Tower - 2, MG Road, Sector - 26, Gurugram, Haryana, 122001 and Corporate office at Krisumi Sales Lounge, Sector- 36A, Gurugram, Haryana (hereinafter referred to as "Customer" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of **Other Part**;

WHEREAS PERSOLKELLY is engaged in the business of facilitating recruitment solutions, providing recruitment contractual staffing & pay-rolling solutions for different organizations along with providing any other necessary human resource staffing solutions.

AND WHEREAS at the request of the Customer, PERSOLKELLY has agreed to provide recruitment facilitation and related consultancy services on the terms and conditions mutually



agreed upon as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HEREBY AGREE WHICH IS AS FOLLOWS:

1. SCOPE OF SERVICES

- (a) **Services:** PERSOLKELLY agrees to provide recruitment facilitation services to the Customer which involves PERSOLKELLY identifying & recommending suitable



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candidates to the Customer for the purpose of them getting recruited by the Customer basis the roles, positions & its specific requirements shared in advance by the Customer in writing to PERSOLKELLY. These recruitment facilitation services shall further comprise of PERSOLKELLY:

- (i) performing a basic check/ screening of potential candidates to check if they meet/ fulfil the requirements stated by Customer regarding the work roles, positions details shared,
- (ii) searching & short-listing candidates (using PERSOLKELLY's own innovative & confidential methods) who in PERSOLKELLY's opinion, meet the requirements of Customer,
- (iii) doing a basic telephonic interview of each shot-listed candidate to verify his/her interest in the opportunity before forwarding such candidate information to Customer, and
- (iv) conducting a post-hiring review with Customer and any of PERSOLKELLY recommended candidates placed with Customer if required.

(b) **Positions Covered:** This Agreement applies to all positions requested by Customer until the Agreement is replaced or amended.

2. FEE

As consideration for the entire recruitment facilitation services rendered by PERSOLKELLY, the Customer shall pay to PERSOLKELLY the fee amounts which shall comprise of and is calculated in the manner as specified below:

(a) **Placement Fee**

INDIAN CANDIDATES:

| Salary Range | Placement Fee |
|--------------------------|--|
| Up to – 40 Lakhs INR | An amount equivalent to 25.00%** of the Total annual CTC* paid or offered to be paid by the Customer to a candidate recommended by PERSOLKELLY |
| 40 Lakhs INR and upwards | An amount equivalent to 27.00%** of the Total annual CTC* paid or offered to be paid by the Customer to a candidate recommended by PERSOLKELLY |

NATIVE JAPANESE CANDIDATES:

| Salary Range | Placement Fee |
|--------------|--|
| All Range | An amount equivalent to 30.00%** of the Total annual CTC* paid or offered to be paid by the Customer to a candidate recommended by PERSOLKELLY |

ANY OTHER FOREIGN CANDIDATES:

| Salary Range | Placement Fee |
|--------------|---------------|
| | |



| | |
|-----------|--|
| All Range | An amount equivalent to 35.00%** of the Total annual CTC* paid or offered to be paid by the Customer to a candidate recommended by PERSOLKELLY |
|-----------|--|

**Annual Fixed Cost to Company (CTC) shall include but not be limited to Basic Pay, House Rental Allowance, Medical, Leave Travel Allowance, Provident Fund, Ex-Gratia, Incentives, all allowances by whatever name an allowance may be called, perks and benefits which is part of annual salary package.*

***Note: Applicable taxes will be charged extra at actuals, in addition to the Placement Fee.*

Notwithstanding anything to the contrary, the afore-mentioned Placement Fee amounts are payable in full by the Customer to PERSOLKELLY whenever any PERSOLKELLY recommended candidate is accepted by the Customer irrespective of whether the Customer hires or engages with such PERSOLKELLY recommended candidate by:

- (i) making such candidate join on Customer's own permanent payroll,
- (ii) making such candidate join on Customer's own contractual payroll (be it for period less than or more than a calendar year),
- (iii) making such candidate join as a consultant with the Customer; and
- (iv) making such candidate join on the payroll (contractual or permanent) of a third party and then making such candidate work for the Customer via such third party.

3. ABSORPTION OF PERSOLKELLY IMPLANT / ONSITE RESOURCE

In case the Parties have agreed under this Agreement to depute a PERSOLKELLY permanent employee as on onsite resource / implant with the Customer to undertake the services under this Agreement and Customer absorbs the said onsite resource/ implant during the tenure of this Agreement or six (6) months thereafter, Customer agrees to pay PERSOLKELLY a fee of minimum of three (3) month's annual CTC of the said onsite resource/ implant's annual CTC as absorption fee or as mutually agreed between the Parties.

4. REPLACEMENT GUARANTEE

- (a) In case the Customer has already paid in full the Fee amounts for any PERSOLKELLY recommended candidate's placement within the time-period mentioned below and such PERSOLKELLY recommended candidate's employment with Customer is terminated within a guarantee period of the **90 calendar days** (starting from the date of joining of such PERSOLKELLY recommended candidate with the Customer) for reasons other than layoff, lack of work, change in work scope, cancellation of project, or change in the Customer's location, then Customer shall inform PERSOLKELLY within twenty-four (24) hours from candidate's termination or when the candidate leaves the customer and PERSOLKELLY shall endeavor to provide one (1) suitable replacement candidate within a time-line of three (3) months from the date of leaving of the original candidate at no additional cost under its replacement guarantee and no replacement shall be provided thereafter.



- (b) If, for any reason, PERSOLKELLY is not given the exclusive opportunity to replace the original candidate or the Customer does not require PERSOLKELLY to locate a replacement, PERSOLKELLY's original fee shall stand. In case the Customer does not wish to pursue a replacement search after the 3 months period, no credit will be given by PERSOLKELLY. The replacement guarantee does not apply to a replaced candidate. PERSOLKELLY reserves the right not to replace the original candidate in the event of employer's misconduct. The replacement guarantee will be voided by sustainable allegations of sexual harassment, discrimination, misrepresentation of the position, failure to provide safe working conditions and unfair dismissal.
- (c) This replacement guarantee shall only apply to PERSOLKELLY recommended candidates employed with the Customer who are drawing a monthly salary greater than INR 30,000/- (Rupees Thirty Thousand only).

5. **RESUME DUPLICITY & VALIDITY**

Customer shall inform in writing to PERSOLKELLY with regards to any duplicity of resume/ c.v. within seventy-two (72) hours of the receipt of the same. The validity of every resume/ c.v. sent to the Customer by PERSOLKELLY is twelve (12) months and Customer will pay the Placement Fee for each candidate employed by the Customer during this period.

6. **INVOICING & PAYMENT TERMS:**

- (a) **Invoicing relating to Placement Fee:** PERSOLKELLY will invoice the Customer for the agreed Placement Fee upon getting to know/ being informed about the date of joining by any PERSOLKELLY recommended candidate with the Customer (irrespective of any joining formalities or documentation being completed or not).
- (b) The aforesaid Fee amounts as mentioned above shall be due and payable by the Customer within **30 calendar days** from the date of invoice. PERSOLKELLY shall charge interest at **2%** per month on all overdue invoices. PERSOLKELLY shall raise such invoices along with applicable taxes (eg. Goods & Service tax) extra at actuals as notified by Government of India from time to time.
- (c) The Customer hereby undertakes to provide in writing to PERSOLKELLY its GST number is **06AAECV0565A1ZR** & GST address as **Unit – 02, 11th Floor, Emaar Capital Tower – 2, MG Road, Sector - 26, Gurugram, Haryana, 122001, INDIA** for the purpose of PERSOLKELLY raising an invoice in accordance with Goods & Service Tax (GST) laws of India. Further, in case such details provided by Customer are found to be incorrect then the Customer shall hold PERSOLKELLY and its employees, directors, etc. harmless from any and all claims, losses, demands, liabilities, etc. arising on PERSOLKELLY due to submission of an incorrect Customer GSTN and location address that results in PERSOLKELLY being held in non-compliance with the provisions of GST Act.
- (d) PERSOLKELLY hereby undertakes to raise invoice to the Customer in connection with the Services provided under this Agreement as a Service Provider. The location of PERSOLKELLY in accordance with the provisions of GST Act with GSTN No. would be as specified in Annexure A
- (e) **Expenses:** Customer agrees to reimburse PERSOLKELLY for any travel/ accommodation expenses incurred by the candidates for outstation travel. PERSOLKELLY shall obtain the prior approval from the Customer before incurring such expenses.



7. CONFIDENTIALITY

Each Party agrees that it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this Agreement any confidential and proprietary information disclosed to it by the other Party pursuant to this Agreement. The Parties shall not at any time during the term of this Agreement, divulge, or allow to be divulged, to any person any Confidential Information (including, but not limited to, any information relating to the personnel policies, rules, regulations and bye laws of the Customer, business or affairs of the Parties) except if such Confidential Information is required to be divulged by the receiving Party to its employees on a 'need to know basis' for the performance of its obligations in accordance with the terms of this Agreement. Both Parties agree that no obligations will be imposed on the receiving Party with respect to Confidential Information: (a) that is or becomes available in the public domain through no fault of the receiving Party, (b) that the receiving Party can prove is already in possession prior to its receipt or disclosure, (c) that is rightfully received by the receiving Party from a third-party not known to be bound by a duty of confidentiality (d) that is independently developed/ created by the receiving Party without any breach of its confidentiality obligations, or (e) that is required to be divulged in accordance with the order of a court of law of appropriate jurisdiction or by a government or statutory authority body provided if legally permissible the receiving Party has given prompt prior written notice to the disclosing Party of the same. "**Confidential Information**" shall mean all information, marked, designated as confidential by either Party in writing together with all such information which relates to the business affairs, products, developments, trade secrets, know-how, personnel, salaries, financial information, employee details, customers and suppliers of either Party. All information (written or verbal) regarding candidates must be treated as confidential and must not be disclosed to any third party.

8. INTELLECTUAL PROPERTY RIGHTS

Neither Party will use the other Party's names, trademarks, logos or any intellectual property rights of the other Party without the prior written notice from the concerned Party. During the subsistence and upon termination or expiration of this Agreement, both Parties shall continue to have ownership of intellectual property rights which they respectively owned or had rights vested-in prior to the execution of this Agreement.

9. TERM & TERMINATION

- (a) **Term:** This Agreement will continue in force for a period starting from 01st day of May, 2025 unless terminated by either Party by giving the other Party at least a thirty (30) days prior written notice of termination.
- (b) **Termination:**
- (i) Either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice of termination.
 - (ii) This Agreement may be terminated by either Party by notice with immediate effect if it is unable to commence, continue or completely perform its obligations hereunder by reason of any force majeure event or any government/ regulatory action or an order by a court of law of competent jurisdiction affecting it.
 - (iii) This Agreement may be terminated by one Party in case the other Party is declared bankrupt, adjudged insolvent, wound up, liquidated or any proceedings for winding up, liquidation is filed before the appropriate court and/ or any quasi-judicial authority(ies).
 - (iv) PERSOLKELLY reserves the right, however, to terminate this Agreement immediately in the event of non-payment for Services rendered. Termination



or expiry of this Agreement by whichever means shall not preclude either Party from fulfilling its obligations which were accrued during this Agreement being in effect. This includes the obligation of the Customer to make payment of any and all Fee amounts due and payable towards PERSOLKELLY for Services provided until the date of termination or expiry of Agreement.

10. LIMITATION OF LIABILITY

Notwithstanding anything contained elsewhere in this Agreement, the total liability of PERSOLKELLY towards the Customer under this Agreement shall in no event (irrespective of the nature of claim) exceed an amount equivalent to 25% of the total Fee amounts paid by the Customer to PERSOLKELLY in a specific calendar year in which Customer had availed Services from PERSOLKELLY. In no event shall either Party be liable to each other under or in connection with this Agreement for any indirect, incidental, special or consequential loss or damage, loss of revenue, profits, goodwill, bargain or loss of anticipated savings incurred or suffered by one Party whether in an action in contract, tort (including without limitation negligence), statute or otherwise and whether or not the other Party was aware or should have been aware of the possibility of such loss or damage.

11. GOVERNING LAW & DISPUTE RESOLUTION

- (a) This Agreement shall be governed by, construed and interpreted in accordance with the laws of India and Parties hereto submit to the exclusive jurisdiction of the courts of Bangalore, Karnataka, India.
- (b) In the event of any dispute arising out of this agreement, PERSOLKELLY and the Customer shall try to resolve it amicably within thirty (30) days from the date of dispute which has been reported in writing by one Party to the other Party. However, any unresolved dispute may be referred to a mutually appointed arbitrator as per the provisions of the Arbitration and Conciliation Act 1996 and any amendments made thereafter. The arbitration award shall be final and binding on both the Parties. PERSOLKELLY and the Customer shall bear their part of expenses respectively. Language of the Arbitration shall be English and venue for Arbitration shall be Bangalore, Karnataka, India.

12. FORCE MAJEURE

Either Party shall not be liable to the other Party for failure or delay in the performance of any of the obligations under this Agreement for the time and to the extent such failure or delay is caused by riot, civil commotion, wars, hostilities between nations, amendments in existing laws or passing of new laws, governmental & regulatory body orders or regulations, significant & unsuspected increase in raw material prices, embargoes, actions by governments or any agency thereof, an act of God, storms, fires, earthquakes, accidents, strikes, sabotages, explosions, declaration of any epidemic and/ or pandemic disease by central or state government authorities affecting the Services under this Agreement, other similar or different contingencies beyond the reasonable control of the respective Party (collectively "Force Majeure Event"). However, any such Force Majeure Event cannot be used by as a reason by either Party to fail to meet any payment obligations under this Agreement (including the Customer's obligation to make timely payment for all PERSOLKELLY invoices raised for Fee amounts as mentioned in clause 2 above & any other amounts). On the occurrence and subsistence of any of the Force Majeure Event as mentioned above for a period of thirty (30) days or more, either Party has the option of terminating this Agreement by means of providing a written notice to the other Party as per the terms of this Agreement. Upon such termination the Customer shall pay to PERSOLKELLY any & all outstanding Fee amounts & other amounts that have been accrued & invoiced to Customer.



13. **MISCELLANEOUS**



- (a) **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision or provisions of this Agreement are unenforceable then they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the enforceability of the remainder of this Agreement.
- (b) **Assignment:** Both Parties agree that PERSOLKELLY shall possess a right of assignment entitled to assign or sub-contract its obligations or rights hereunder to any sub-vendor.
- (c) **No-Partnership:** This Agreement is on a principal to principal basis and nothing herein contained shall be deemed to create any employment, partnership, joint venture between the Parties or their representatives and employees and nothing herein shall be deemed to confer on any Party any authority to incur any obligation or liability on behalf of the other Party. Additionally, neither Party shall be deemed to be an agent of the other Party.
- (d) **Waiver:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.
- (e) **Notices:** Any notices, consents or other communications required by this Agreement must be in writing and delivered, faxed, or sent by customary commercial electronic transmission to the address as mentioned in the recitals.

14. **ENTIRE AGREEMENT**

This Agreement (including all terms mentioned herein) governs the provision of the Services to the exclusion of all other written or verbal representations, statements, understandings, negotiations, proposals or contracts and shall apply to all business conducted between the Parties relating to the recruitment facilitation services unless anything to the contrary is mutually agreed in writing. This Agreement may be amended, modified or supplemented only by a written instrument executed by both the Parties.

IN WITNESS WHEREOF this Agreement is executed by the Parties through their authorized signatories hereby on the day, month and year as mentioned above in the recital.



| For and on behalf of PERSOLKELLY India Private Limited | For and on behalf of Krisumi Corporation Private Limited |
|--|---|
|  Signature : |  Signature : |
| Name : Mr. Masato Arai | Name : Yuji Kato |
| Title : Head of Japan Desk - India | Title : Co - Chief Executive Officer & Director |

ANNEXURE A

| List of Entities | GST Identification No | Address |
|-----------------------------------|-----------------------|--|
| PERSOLKELLY India Private Limited | 06AABCK6665K1Z7 | 12th Floor, Unit no. 1202,1203,1204, Tower-C, Unitech Cyber Park, Sector-39, Gurugram, Haryana-122001 |
| PERSOLKELLY India Private Limited | 29AABCK6665K1ZZ | 3287, 12th Main, Sriram Samanthu Chambers, HAL 2nd Stage, Indiranagar, Bengaluru (Bangalore) Urban, Karnataka, 560038 |
| PERSOLKELLY India Private Limited | 27AABCK6665K2Z2 | 02ND FLOOR, Unit No 215, 215 Atrium Wing C, Andheri Kurla road, Andheri East, Mumbai, Mumbai Suburban, Maharashtra, 400059 |
| PERSOLKELLY India Private Limited | 36AABCK6665K1Z4 | LEVEL-3, RELIANCE CYBER VILLE, HITEC CITY, VITTAL RAO NAGAR, MADHAPUR, Hyderabad, Telangana, 500081 |
| PERSOLKELLY India Private Limited | 33AABCK6665K1ZA | First floor, No 8, Kumaran Kudil Main |



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| | | Road, Thoraipakkam, Chennai, Tamil Nadu, 600097 |
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