

## **VENDOR EMPANELMENT AGREEMENT**

This Memorandum of Understanding is entered on the **21<sup>st</sup> April 2022**, Year (“Effective Date”)

BETWEEN

**GeekLurn HR Consulting Pvt. Ltd**, having its office at **450- DBS House, 26-Cunningham Road, Bangalore, Karnataka – 560052** herein after referred to as “**GeekLurn**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns and successors in business.

AND

**TribolaTech India LLP** a company having its office at **26 Cunningham Road #505, Bengaluru, Karnataka, India 560052**(herein after referred to as “**TribolaTech India LLP**” unless it be repugnant to the context be deemed to include its permitted successors and assigns) of the **OTHER PARTY**.

GeekLurn and TribolaTech India LLP shall also be individually referred to as “Party” and collectively as “Parties”

### **WHEREAS**

1. The Geeklurn is a company engaged in the business of recruitment consultancy and provides service for sourcing and candidate management.
2. TribolaTech India LLP is a recruitment process management and outsourcing company with capability in managing end to end recruitment life cycle.
3. TribolaTech India LLP has agreed to utilise the services from Geeklurn regarding to candidate sourcing, engagement and other related services.
4. Pursuant to this understanding the parties have mutually agreed to execute this agreement on terms and conditions herein after specified.

**HENCE THIS AGREEMENT IS NOW MADE AND THE PARTIES HERETO AGREE AS FOLLOWS:**

### **1. DEFINITIONS**

- 1.1 “**AGREEMENT**” shall mean this agreement and annexure attached here with and shall include any subsequent written modifications and amendments thereto.
- 1.2 “**CANDIDATES**” shall mean people who are interested in exploring employment opportunities in Geeklurn client companies.
- 1.3 “**CV’s/RESUME**” shall mean bio data of people who are interested in exploring employment opportunities in Geeklurn client companies.
- 1.4 “**JOB OPENINGS**” shall mean any open job position to be filled by a suitable candidate assigned to GeekLurn by Geeklurn client companies.
- 1.5 “**JOB OFFER**” shall mean an offer for an employment to a selected candidate.
- 1.6 “**INTERVIEW**” shall mean telephonic / face to face assessment procedures undertaken in relation to candidates being considered for job openings at Geeklurn client companies.
- 1.7 “**ENGAGEMENT FEE**” shall mean professional charges payable by TribolaTech India LLP to Geeklurn towards delivering various services as said herein.

- 1.8 “CONFIDENTIAL INFORMATION”** shall mean all specialized technical information, data and other confidential information including the information of both the parties by the management or employee/consultants/agents etc.
- 1.9 “SERVICES”** shall mean the services relating to candidate sourcing and candidate engagement required to be provided by the Geeklurn to TribolaTech India LLP under the terms of this agreement.
- 1.10 “CTC”** shall mean Cost to the Company not including annual performance bonus and excluding stock options, sign-on/joining bonus and any other perks such as club membership etc. The Cost to Company is defined by the client and TribolaTech India LLP. Geeklurn will use TribolaTech India LLP’s definition of CTC when applicable.
- 1.11 “CLIENT”** shall mean any company that is the client of Geeklurn and has engaged with Geeklurn for recruitment services.
- 1.12 “SPOC”** shall mean single point of contact identified by either party for interaction in every engagement.
- 1.13 “SOW”** shall mean Statement of Work
- 1.14 “GUARANTEE PERIOD”** shall mean the time period of about 3 months after the date of joining of the selected candidate.

## **2. CONSIDERATION**

- 2.1** Subject to the provisions of this Agreement, TribolaTech India LLP will pay the Geeklurn for the Services provided under this Agreement as mentioned in **Annexure B**.
- 2.2** All payments received by the Geeklurn under this Agreement are subject to deduction of relevant taxes in providing Services to TribolaTech India LLP pursuant to this Agreement. All government taxes and duties of whatever nature will be charged extra at actual by the Geeklurn.
- 2.3** Geeklurn will raise an invoice against each selected candidate after his/her joining the Geeklurn client companies.
- 2.4** TribolaTech India LLP will make full payments of all invoices within the payment period as specified under Para No. 2.1 above and subject to **Annexure B**. In case of any disputes by the concerned TribolaTech India LLP client on the respective invoice, the final decision of concerned TribolaTech India LLP client or TribolaTech India LLP will be binding on the Geeklurn.

## **3. ENGAGEMENT TERMS AND CONDITIONS**

- 3.1** Any candidate sent by Geeklurn should be acknowledged within 8 working hours after submission failing which is deemed to be sourced/owned by Geeklurn for all further process.
- 3.2** In case for any reason the position applied by Geeklurn candidate is withheld/cancelled for any reason the candidate continues to be the sourced candidate for a period of 45 Days for the same position. The validity period for the candidate will be the same as that given by the client to TribolaTech India LLP

#### **4. INDEMNIFICATION**

Geeklurn and TribolaTech India LLP indemnifies and holds the other party harmless from and against any loss, damage or liability suffered by Geeklurn or TribolaTech India LLP resulting from any breach of this Agreement or any other contractual or statutory obligations by, negligence or wilful misconduct of, the other party or any person engaged by the other party to perform the Services.

Geeklurn and TribolaTech India LLP indemnifies and holds the other party harmless from and against any claim brought against either parties or its employees, agents and directors etc by a third party alleging that the Services or any material furnished in the performance of the Services by Geeklurn infringes the patent, copyright, trademark, design right, trade secret or other intellectual property right of the third party.

#### **5. OBLIGATIONS FOR TRIBOLATECH INDIA LLP**

5.1 TribolaTech India LLP shall provide the following information to Geeklurn, by electronic mail or in writing, for any requirement.

- Job Description
- Engagement fee
- Payment Terms
- Other client specific terms and conditions
- Feedback on the candidates during the process of recruitment

The engagement fee, payment terms and other client specific terms and conditions as conveyed over email by TribolaTech India LLP to the Geeklurn will form the annexure to this agreement.

5.2 TribolaTech India LLP shall detail the specifications for recruitment of candidates from time to time with regard to the number of candidates, level of qualification, experience, skill, etc.

5.3 TribolaTech India LLP shall notify the Geeklurn in the event of any change in the requirements in relation to the Services required by TribolaTech India LLP

5.4 TribolaTech India LLP shall ensure the required co-operation for the purposes of this Agreement and also on issues like important dates, policies and code of conduct.

#### **6. GOVERNING LAW AND ARBITRATION**

This Agreement will be governed by all applicable laws of India. Any difference or dispute or claim arising out of or in relation to this Agreement, which is not resolved by the Parties amicably, shall be resolved by arbitration under and in accordance with the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator to be mutually appointed by the Parties. All arbitrations

will be in English and the venue shall be Bangalore. The award given by the arbitrators shall be final and binding on both the Parties.

## **7. RECORDS AND INSPECTION**

7.1 The Parties shall maintain complete and accurate records for the Services provided by under this Agreement for a period of at least one (1) year even after the expiry or termination of this Agreement.

7.2 The Geeklurn and TribolaTech India LLP represents and warrants to the other party that all records to be maintained and reports to be furnished under this Agreement shall be complete and accurate in all material respects.

## **8. CONFIDENTIALITY**

The Parties undertake not to divulge or communicate or use or exploit the confidential information to any person other than the job applicants (unless required by law or by any regulation or by any governmental authorities or with proper authority) for any purpose whatsoever. The Parties also restrict to maintain confidentiality from its officers, employees or agents.

## **9. TERM AND TERMINATION**

9.1 This Agreement will be in force for 12 months from the “Effective Date” or till terminated by either party as stated in 9.3 or when the agreement is lapsed by mutual consent.

9.2 The terms of this agreement are limited to the scope of work highlighted in **Annexure A** of this agreement. The terms of any future engagements will be discussed with mutual consent.

9.3 Either Party may terminate this Agreement by written notice of thirty (30) days. In the event a party terminates this Agreement, the TribolaTech India LLP will pay the engagement fee to Geeklurn for the candidate/s in process during the termination notice period.

9.4 In no event either party shall claim any amounts by way of liquidated damages or consequential damages such as loss of direct or indirect profits, loss of reputation and goodwill or any other payments as a consequence of termination, other than any entitlements arising under clause 8

10.2 Upon termination of this agreement, both party agree to transfer or destroy, at TribolaTech Inc.’s option, all TribolaTech India LLP-related information artifacts, except user accounts, resumes, documents, and any TribolaTech India LLP-generated software artifacts within 30 days.

## **11. MISCELLANEOUS**

11.1 Force Majeure: In the event, if either Party is prevented from performing or is unable to perform any of its obligation under this Agreement resulting directly from causes beyond the reasonable control of such Party, such as but not limited to, acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires,

earthquakes, floods, transportation embargoes, epidemics, acts of government, its agencies or officers, or any other legitimate cause beyond the reasonable control of the Parties invoking this Section and if such Party shall have used its best efforts to mitigate its effects, such Party shall notify the other Party of the occurrence of such cause and the time allowed for performance by the effected Party will be extended for the duration of such cause. Notwithstanding the foregoing, if such Party is not able to perform within two (2) months after the event giving rise to Force Majeure, then the other Party shall have the right to terminate this Agreement by giving one (1) month's written notice. Neither Party shall be liable to the other Party for any reason with respect to the termination of this Agreement as a result of an event of Force Majeure.

11.2 Entire Agreement: This Agreement shall constitute the entire agreement between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto OR acknowledgement over official mail IDs. Subsequent schedules or amendments can be added with mutual agreements and will be considered as whole or in part of this Agreement.

11.3 Assignment: The Geeklurn will not sub contract the sourcing service and responsibility to any other party without the explicit written consent of TribolaTech India LLP.

11.4 Publication: Both parties hereby expressly agrees that it will keep the existence and nature of this Agreement confidential and any announcement or circular relating to the existence or the subject matter of this Agreement shall first be approved by TribolaTech India LLP as to its content, form and manner of publication. Both Parties shall not publicize any information pertaining to this Agreement and also shall not provide any information to the media as to the recruitment process, methods, projections etc relating to TribolaTech India LLP or its clients without seeking the prior written consent of TribolaTech India LLP

11.5 Waiver: It is expressly understood that if both Party on any occasion fails to perform any term of this Agreement and the other Party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

11.6 Severability: Each section of this Agreement is severable. If any provision is held unenforceable by a court of competent jurisdiction, such ruling shall not impair any other provision that remains intelligible and all other provisions shall continue in effect.

## **12. TERMS OF USE OF TECHNOLOGY**

- a. TribolaTech India LLP will provide Geeklurn user licenses during the contract period. These licenses are not transferrable and can be used by the recruitment team or hiring managers or both during the contract period.
- b. TribolaTech India LLP will provide email support to the Geeklurn, during the contract period. TribolaTech India LLP may take one to three business days to revert to the Geeklurn depending upon the nature of the issue involved

### 13. NON-COMPETE

- a. Geeklurn will for a period of 2 years after the expiration of the agreement not contact any client of TribolaTech India LLP or TribolaTech Inc. In case Geeklurn does business with any TribolaTech India LLP or TribolaTech Inc client, all profits generated will be deemed to be property of TribolaTech India LLP. This applies only to those clients introduced to Geeklurn by TribolaTech India LLP
- b. Geeklurn will not approach any TribolaTech India LLP employee for a period of 2 years after the expiration of the agreement with an offer of employment. In case Geeklurn does employ a TribolaTech India LLP employee, a fee of 15% of the total CTC will be due and payable upon demand.

### RELATIONSHIP BETWEEN PARTIES

The Parties hereby expressly agree that either party shall not be deemed either directly or indirectly to be the employer, franchiser, contractor or principal of the other party or the staff/employees of the party and this Agreement has been executed expressly on a principal-to-principal arrangement.

<b>Geeklurn HR Consulting Pvt. Ltd.</b>		<b>TribolaTech India LLP</b>	
Name	Sudhakar Piridi	(Signature & seal)	
Title	VP-Vendor Management	Name	Sandeep Bhasin
Address	450 – DBS House, 26-Cunningham Road, Bangalore, Karnataka - 560052	Title	Partner
Date	21-04-2022	Address	DBS House, 26 Cunningham Road, Bangalore, Karnataka - 560052
		Date	22-04-2022

## **Annexure A**

### **Scope of services:**

#### **Engagement Period:**

The engagement is enforced from the “Effective Date”.

The scope of services offered to meet TribolaTech Inc.’s requirements is a sourcing service, where in Geeklurn will be involved in sourcing and involving in engagement of candidates.

#### **Candidate Sourcing Services**

Geeklurn will develop appropriate candidate sourcing strategy to fulfil the various skill set requirements at TribolaTech Inc.’s clients.

#### **Sourcing Plan**

- Targets will be set for different sourcing channels and resources will be allocated accordingly.
- An estimate will be developed on the number of profiles to be sourced.

#### **Candidate Sourcing**

Candidate sourcing will involve use of the following talent sourcing channels and methodologies:

- **Candidate Database**

Geeklurn has an active database of candidates who have interacted with it at various stages in their career. This database will help Geeklurn ensure faster and more accurate results for various job positions

- **Internet Search**

Geeklurn will research to identify online communities having membership from targeted candidate pool.

Their recruiters will get in touch with these passive candidates and explore their interest in various job positions available with TribolaTech Inc.’s clients.

- **Pan India Recruitment**

Geeklurn will engage in various head-hunting techniques for Volume and lateral positions.

### **Sourcing Responsibility of Geeklurn**

- Submit the validated candidate against the assigned requisition
- Support TribolaTech India LLP in the cases where the candidate is not screened well, sharing the JD and other important details of the requirement with candidate, ensure candidate is prepared and updated about the job applying for and ready to go through the interview as per the client process
- Support TribolaTech India LLP in reaching out to not responding candidates at any stage of recruitment process.
- **Geeklurn** after discussions with suitable candidates with the aim of fulfilling a position shall prepare & forward **a list of candidates** along with their detailed profile & its recommendations to **TRIBOLATECH INDIA LLP** Once submitted to TRIBOLATECH INDIA LLP, the information belongs to TRIBOLATECH INDIA LLP.
- **Geeklurn** shall conduct and present systematic reference checks through formal & informal channels on the performance & character attributes of the candidates short listed for employment by the company, with 2 relevant references in question with respect to present and prior employment, if any. The final offer details will be imparted to Geeklurn by TribolaTech India LLP
- Profiles sent by the Geeklurn will be pertinent only to the position for which candidates have been submitted. The ownership of that candidate resume for the Geeklurn is for the applied position only.
- In the event of a candidate, who has been referred by Geeklurn, is already being considered by TribolaTech India LLP for the specific mandate, the latter intimates Geeklurn about this conflict of interest, Geeklurn will not have a right to claim the credit for any such submission.
- In the event that none of the above conflicts are evidenced, and the candidate is finally placed and offered a role and joins TRIBOLATECH INDIA LLP's client or TRIBOLATECH INDIA LLP rolls, and fulfils the employment guarantee period, the credit for the candidate/resume proposed by GEEKLURN will be given to that position against which the candidate/resume has been proposed/ submitted. The ownership of the profiles, as per above criteria, submitted against the specific position, will be with the GEEKLURN for a period of 45 days, or the period of position open, and not for any other position of the same client or any other client. Resume ownership is therefore specific to the position against which it is proposed and not to any other position.

## Annexure B

### **Recruitment Charges:**

- a) Base Rate of **6.5% of the fixed CTC / annual salary** offered to the candidate,  excluding   
GST or taxes as applicable. This fee is assumed to be the default fees unless specifically informed otherwise.
- b) TribolaTech India LLP may offer client specific rates which may be different from above rates. The same will be intimated via e-SOW to the Geeklurn.

### **Invoice Submission & Payment Term**

- a) Invoices need to be submitted to TribolaTech India LLP post receiving a confirmation from the respective TribolaTech India LLP representative to avoid any conflicts or delays.
- b) TribolaTech India LLP will inform the Geeklurn about errors or format within 48 working hours from the date of receipt of receiving the invoice, in case the Geeklurn doesn't receive any communication from TribolaTech India LLP in 48 working hours then the invoice is considered as accepted.
- c) Subject to the provisions of this Agreement, TribolaTech India LLP will pay the Geeklurn for the Services provided under this Agreement within **payment of 1<sup>st</sup> salary or 30 Days** whichever is earlier.

### **Replacement Provision**

- a. If the candidate resigns or is terminated for any reason within 90 days, Geeklurn shall replace the candidate or refund the fees paid as decided by TribolaTech India LLP.

The Fees mentioned under the Agreement are **Exclusive of applicable GST**. The GST shall be additional and shall be paid by TribolaTech India LLP to Geeklurn upon raising appropriate invoices.

### **STATUTORY COMPLIANCE**

Geeklurn shall comply with the provisions of all statutes, ordinances, rules and regulations applicable to the Services agreed to be provided pursuant to this Agreement and shall obtain all

necessary registrations, licenses, approvals and sanctions under the laws applicable and in force during the Term of this Agreement.