

STAFFING AGREEMENT

This STAFFING AGREEMENT (the "Agreement") is made on **01st June, 2022** (the "Effective Date") by and between:

GeekLurn HR Consulting Pvt. Ltd., a company incorporated under the Indian Companies Act, 1956, and having its registered office at 450-DBS House, 26, Cunningham Road, Bangalore, Karnataka-560052 (hereinafter referred to as the "**Staffing Consultant**", which expression shall include where the context admits, the successors and assignees) ON THE ONE PART.

AND

Nous Infosolutions LLP, having its principal place of business at 983-985, 7th Cross, 24th Main, HSR Layout, 1st Sector, Bangalore - 560102 (hereinafter referred to as the "**Client**", which expression shall include its subsidiaries and affiliates, and also include where the context admits, the successors and assignees) ON THE OTHER PART.

Whereas Client is engaged in the business of Information Technology and Software Services.

Whereas Staffing Consultant represents that they have substantial experience and expertise in the field of 'Named Executive Level Search' and in providing permanent 'Staffing Solutions in Information Technology and Software' sectors, and wishes to provide such services to the Client, and the Client is desirous of engaging Staffing Consultant's services, subject to the terms agreed hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

Upon receipt by the Staffing Consultant, a requisition from Client of their need for any Named Executive Level Search, the Staffing Consultant shall make a Named Executive Level Search and shall identify the appropriate candidates and provide the Client within one (1) week of the receipt of Client's requisition, the names of appropriate candidates possessing the required qualification and experience as specified by the Client.

1. Duties and Responsibilities of the Staffing Consultant.

Furnish Appropriate Referral Details: Staffing Consultant within one (1) week of the receipt of Client's requisition shall, (a) furnish the qualifications and experience details of appropriate candidates and (b) furnish details of appropriate candidate's intimates.

Confidential: Keep Client's business methods and trade secrets confidential.

Replacement: If an appointee/candidate referred by the Staffing Consultant leaves or resigns from the employment of the Client within ninety (90) days from the date of joining the Client, Staffing Consultant shall find a replacement for such vacant position within one (1) month from the date of such vacancy without any consideration for the same.

2. Right to Choose.

The Client alone shall have the exclusive and absolute right to choose the candidate for employment. Mere acceptance of list of candidates from Staffing Consultant does not confer any vested right to the Staffing

Consultant and its referrals. Under any circumstances, Client is under no obligation to accept the referrals made by Staffing Consultant. In case the resumes sent by Staffing Consultant already exists in the data bank of Client, the Client shall inform the same to Staffing Consultant within one (1) week from the receipt of such resume, either through electronic mail or in any form of written communication, and such resumes shall not be considered as referral by Staffing Consultant.

3. Consultation Fees.

In the event of Client offering employment to the candidate referred by Staffing Consultant within six (6) months from the date of referral, a consideration equivalent of **8.33% of CTC ("Fixed Annual Gross Compensation")** excluding 18% of GST offered to the selected candidate shall be paid to the Staffing Consultant, provided the selected candidate accepts Client's offer and join the services of the Client. For the purpose of this section, CTC does not include any joining bonus, relocation expenses and performance incentives or bonus, if any.

Staffing Consultant shall raise the invoice once their referral joins the Client, and the same will be paid by the Client within thirty (30) days from the date of an undisputed invoice. In case a candidate placed by Staffing Consultant fails to complete ninety (90) days period from the date of joining due to termination or resignation, the Staffing Consultant shall provide an alternative replacement for such given role at no extra cost. If the Staffing Consultant is unable to find an alternative replacement, Staffing Consultant shall furnish a credit note to the Client for the complete value of the placement fee paid. Notwithstanding anything stated herein, the right of the Staffing Consultant under this clause is subjected to clause 2 above.

4. Term and Termination.

This Agreement shall come into force from the Effective Date, and shall remain valid for a period of **twelve (12) months** thereafter, unless otherwise notified by the parties. This Agreement shall automatically renew for successive one-year periods on its anniversary date. This Agreement may be terminated by the Client without cause and for convenience, at any time, by giving a written notice of two (2) weeks to the Staffing Consultant.

5. Non-Hire.

Staffing Consultant shall not solicit for hire or hire or engage any employee or consultant of the Client during the term of this Agreement and for a period of two (2) years from the date of its termination or expiration.

6. Confidentiality.

Both the parties hereunder agree that any information disclosed by one party to the other under this Agreement shall be maintained as proprietary confidential information and that such information will be disclosed only to the authorities as required in the relevant statutory regulations. All such proprietary information will be kept in strict confidence, and the party receiving such information agrees to prevent disclosure to any other person(s) except to the personnel authorized by either of the parties on need-to-know basis for execution of work/services under this Agreement.

7. Independent Consultant.

The relationship between Staffing Consultant and Client is that of an independent staffing consultant. Nothing under this Agreement shall create or understood or construed or interpreted as a relationship of Employer and Employee or, Principal and Agent or, representative or, any fiduciary relationship between the parties.

8. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the Laws of India. Any dispute or claim arising out of, concerning or related to this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in Bangalore, and the parties hereby consent to the personal and exclusive jurisdiction and venue of these courts over such claims.

9. Miscellaneous.

This Agreement embodies the entire agreement and understanding between the parties as to the subject matter and supersedes all other agreements, understandings, proposals and others, if any previously entered into by and between the parties.

Any notice or other communication (other than telephone requests for support) required or permitted by this agreement shall be in writing in English delivered by electronic email to the specified points of contacts of either party or delivered through certified or registered mail, return receipt.

The Staffing Consultant shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading, etc.; undertaking appropriate statutory compliances as may be applicable; timely payment of Central GST, State GST, IGST taxes respectively or any other tax applicable under GST regime; and filing of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by Client. In the event of input tax credit not available to Client on account of default/non-compliance of applicable laws by the Staffing Consultant, the same shall be compensated by the Staffing Consultant to Client.

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be executed by its duly authorized representative to be effective as of the Effective Date.

GeekLurn HR Consulting Pvt. Ltd

Nous Infosolutions LLP

By: Srinivas Kalyan

By: _____

Name: Kamalapuram Srinivas Kalyan

Name: _____

Title: Founder & Managing Director

Title: _____

Date: 01-06-2022

Date: _____

For **GEEKLURN HR CONSULTING PVT. LTD.**

Director

CONFIDENTIAL

Page 3 of 3

