Strategic HR & OD Growth Consultant Training & Development Faculty

To,
Shree Prefab Steels Pvt. Ltd.
Navrangpura, Ahmedabad

Subject: RECRUITMENT SERVICE AGREEMENT

Dear Shruti Ji & Devambhai, Greetings!!

Thank you for providing an opportunity to work as a Recruitment Partner with your prestigious company. Along with 18 years plus of rich experience in the HR domain, now I am introducing myself herewith as an Entrepreneur as a Strategic HR & OD Growth Consultant. I can be highly helpful in the following segments to your company.

| Strategic HR | Policy Framework & Talent | HR Audit & ELCM |
|--------------|---------------------------|-----------------|
| Advisory | Management | |
| Training & | Staffing & Recruitment | Organization |
| Development | (with RPO & Job fair) | Development |

Consultant's obligation

- 1. Understanding the client requirement, Provide the client with appropriate & relevant resumes of potential candidates as per the requirements
- 2. Ensure that the potential candidates are given fair and accurate information regarding clients & their requirements
- 3. Provide clients with any information about a potential candidate that is in the knowledge of consultant, and disclosure of which information may be relevant to the recruitment process
- 4. Communicate and co-ordinate between client and the potential candidate in fixing the venue, time or such other matters related to the interview process
- 5. Assist the client with the coordination of Resignation letter acceptance of the candidate from his previous company to Job offers till the joining of the candidate
- 6. The choice of mode of sourcing of candidates lies exclusively with consultant
- 7. The consultant will take extra care so as not to give any false or inaccurate information about the client / candidate, at the same time, the consultant is not liable for inadequacies and inaccuracies in information (as provided to or understood by the client / candidate) (insist client to go for the background verification always)
- 8. That the consultant is not responsible / liable for any action / gesture / act / behavior / speech / language etc. of any employee/s (candidate/s) against any person/s during the working / nonworking hours after/before he/she is selected (recruited) in the company

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Client's obligation

- 1. Provide a clear and comprehensive description of all the requirements, This will include description of the position, qualification, work experience, relevant organization details, CTC range per position etc. as is necessary for the consultant to perform effectively & source the relevant profiles
- 2. Keep the consultant updated at all the stages of the recruitment process
- 3. Intimate the consultant within 2 working days of receiving the profile of a potential candidate if the client is already in possession of or has already considered/interviewed/rejected the recommended one
- 4. Intimate the CTC details of the selected candidate as soon as the offer is made
- 5. Provide the consultant with a copy of the appointment letter issued to the candidate, for records
- 6. Exercise abundant care and caution in handling the resumes and information provided to the client, such that, no unauthorized use or misuse is made of the same
- 7. If the client recruits a candidate for a different position within one year of us presenting their profile, the terms of this agreement will apply as if the candidate was initially intended for the position they were ultimately hired for, not the original one
- 8. In the event of the candidate resigning during the replacement period, the client should inform the consultant within 3 working days

Confidentiality clause

- 1. It is understood by and between the consultant and client that
- 2. Neither consultant nor client will disclose any information that may be classified as confidential that it may receive or obtain after entering into this agreement
- 3. The appointment letter and the terms content therein are confidential information and shall be used by the consultant only for official purposes

Professional Charges are as under

- 1. <u>12% of the cost to the company</u> (total yearly CTC*) on all the selected candidate(s) with the CTC above 12 LPA
- 2. <u>10% of the cost to the company</u> (total yearly CTC*) on all the selected candidate(s) with the CTC above 6 LPA and up to 12 LPA
- 3. <u>8.33% of the cost to the company</u> (total yearly CTC*) on all the selected candidate(s) with the CTC up to 6 LPA
- 4. From my end, I will share the CV of the candidate with initial interview, if company (client) wants to engage us as an <u>Interview Assessment Consultant</u>, below details & charges shall be applicable. (<u>interview checklist format attached for your reference</u>)
- 5. Assessment criteria: Candidates will be evaluated based on the following standardized criteria: # Experience and qualifications: Alignment with the job requirements in terms of education, certifications, and work history

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- # Communication skills: Clarity, articulation, and confidence during the conversation
- # Problem-solving ability: Analytical thinking, decision-making, and ability to handle situational questions
- # Cultural fitness and attitude: Alignment with company values, adaptability, and team collaboration skills
- # Overall presentation: Professionalism, grooming, and online etiquette
- 6. Assessment charges at our site:
- # Senior-level candidates (Manager and above): ₹2,500/- per assessment
- # Mid-level candidates: ₹1,500/- per assessment
- 7. Assessment charges at client site:
- # On-site interview assistance: If you require our presence during the in-person interview round
- # Our charges will be:
- # ₹4000/- for up to 4 hours
- # ₹8,000/- for 8 hours
- # The assessment charges need to be paid in advance
- A. Pl. note: CTC* amount for computing the professional charges includes:
- B. The fixed cost including basic salary + HCLA + HRA + other monthly allowances offered to the candidate. This includes the conveyance allowance (if applicable) for coming to & from the company
- C. All annual allowances including medical, LTC, bonus, insurance etc.
- D. The benefits such as company's contribution to PF / Superannuation
- E. One time allowance like joining bonus etc. paid in the first year
- F. Housing (approximate 12 months' rent to be considered in CTC), Car (approximate 20% of the car value may be considered in CTC), etc.

Payment Terms

- 1. Invoice will be raised after 15 days of joining of the candidate & Payment shall be made within 7 days from the invoice
- 2. Client shall release the payment as per the MSME act.

Replacement Guarantee

- 1. The consultant will give replacement of the candidate(s) without charging anything extra, if the selected candidate(s) leave the job (and not if terminated), in the first three months
- 2. If a replacement candidate is hired at a higher salary than the original candidate placed by our end, hence I shall charge an additional fees on the salary difference, based on the agreed percentage rate in the initial agreement
- 3. Pl. note: The three-month notice period will be calculated based on the duration from the employee's date of joining to their last working day, and it will not be determined by the day on which the employee submits their resignation letter
- 4. There will not be any replacement for the replacement

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5. If we are unable to find a replacement candidate within three months of the date of intimation, we will adjust the professional charges in the next invoice. However, this commitment does not apply to cases of involuntary separation, such as termination, workforce reduction, or force majeure circumstances

Jurisdiction Clause that if any dispute arises between the parties regarding the agreement, only the courts of Ahmedabad, Gujarat (India) will have the exclusive jurisdiction to settle/decide the matter

Arbitration Clause In the event of any dispute, difference or question arising out of or in respect of this agreement or any breach of any terms thereof or of compensation payable thereof or claim made by either of the parties against the other in any manner whatsoever in connection with it, the same shall be referred to a Sole Arbitrator to be selected and appointed by mutual agreement for arbitration as provided in the Arbitration and Conciliation Act 1996 and Rules framed therein. The decision or award so given by the Single Arbitrator shall be final and binding on the parties hereto. Initially the cost of the arbitration shall be borne equally by both parties and the award shall tax the costs of the Arbitration to the party against whom the award is passed

Termination of the agreement

Either party may terminate this agreement by providing one months' written notice to the other party. In the event of termination, if any candidate whose resume has been shared or for whom an interview has been arranged during the tenure of this agreement is selected or engaged within a period of six (6) months from the date of termination, the professional fees for such candidate shall remain payable as per the terms of this agreement

Validity of the agreement

This agreement will be initially valid for the period commencing from the date written above to 31st March 2028 and shall automatically renew thereafter from year to year unless terminated in accordance with this agreement.

<u>IN WITNESS WHEREOF</u>, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as of the date written herein. This Recruitment Service agreement supersedes all prior written agreements between Shree Prefab steels Pvt. Ltd. & Jigar Doshi.

Stamp & Sign of both parties: