

## SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is made and executed at Tamil Nadu on 18/04/2024

(CHENNAI)

### BY AND BETWEEN

**Trenet Consultant Services Pvt. Ltd.**, a Private Limited Company incorporated under the Companies Act, 1956 and having its Registered Office at First Floor MIG H/34 Hanuman Nagar, Kankarbagh, Patna(Bihar)-800020, here in after referred to as the "**Manpower provider**" (which expression shall unless it be repugnant to the context and/or the meaning thereof, include its successors-in-interest and permitted assigns) of the FIRST PART;

### AND

YOUNG ONCE HAIR REPLACEMENT a Company registered under the Companies Act, 1956/ Partnership firm/Proprietor firm/Individual having its place of business at TAMILNADU hereinafter referred to as the "**Agency/Agent**" (Which expression shall unless it be repugnant to the context and/or the meaning thereof, mean and include its successors-in-interest and permitted assigns) of the OTHER PART.

(Company and Agency shall hereinafter individually referred to as '**Party**' and collectively referred to as '**Parties**')

### WHEREAS

- a. The Agency has represented to the Company that it is engaged in the business of Manpower Recruitment Services.
- b. based on the proposal and representations submitted by Agency, the Company is willing to engage the services of the Agency and the Agency is willing to provide the Service as detailed in this Agreement on such terms and conditions agreed herein below.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereby agree, and contract as follows:

### 1. Effective Date:

1.1. This Agreement shall be effective from 18/4/24 and valid for a period of 1(one) year and shall agree to continue and avall services from the date of commencement. The Agreement is subjected to renewal after the term of 1(one) year upon mutual agreement between both the parties.

## 2. Termination

- 2.1. The Company shall have the right to terminate the Agreement for convenience at any time without assigning any reason whatsoever by giving a written notice of 1 (one) month to the Worker. During the notice period the Company shall be under no obligations to avail services from the Agency.
- 2.2. The Company shall have a right to terminate this Agreement or any specific Services being rendered under this Agreement with immediate effect in the event the Worker commits any breach of any of the terms of the Agreement.
- 2.3. I will be any replacement Worker in 7Days to 15Days.

## 3. Scope of Services

- 3.1. Based on the requirements of the Company for Executives, the Agency will identify appropriate persons through either any one or a combination of means such Manpower.
- 3.2. After assessments of the relevant skills and interviews, the Agency will send resumes of short-listed candidates to the Company for their review. Based on the Company's input, the Agency would arrange for interviews of candidates with Company personnel (hereinafter referred to as "**Services**")
- 3.3. All the aforesaid tasks shall be performed by the Agency in a time bound manner. Timelines shall be decided as per the requirement and urgency in closure of the position by Company and will vary from case-to-case basis. The validity of the resume shared by the Agency shall be for the period of **(3) three** months.
- 3.4. To facilitate the above the Company will: -
  - 3.4.1. Define and provide the Agency, recruitment criteria for the job description of Executive.
  - 3.4.2. Designate a SPOC (Single Point of Contact) who would be a person of authority, to facilitate day-to-day coordination.
  - 3.4.3. Provide appropriate induction to the Agency team designated to the Agency, to observe the interviews and understand the job/ process requirements.
  - 3.4.4. Allocate one day of the Two week, for detailed feedback on the candidates forwarded by the Agency to the Company during that week.
  - 3.4.5. Provide the Agency rolling plan of their staffing requirements, along with the job specifications of Executives.
  - 3.4.6. Inform the Agency of any duplication of candidates.

## 4. Compensation and Payment:

- 4.1. Upon Agency (i) performing its obligations as set out in this Agreement (ii) observing and complying with the terms and conditions and covenants herein contained, Company shall pay the Agency one-time/ Every Month payment as consideration/compensation for its services as provided further in detail (here in after referred to as "**Services Charges**").
- 4.2. The Agency shall be entitled to receive an amount of **8% Services Charge (Per Month/Per Year)** as against each candidate selected and hired on contract basis by the Company provided the candidate so hired completes a service of 20 working days with the

Company. Services Charge shall be payable only after the end of completion of 30 working days with the Company, subject to receipt of the true and correct invoice along with the necessary supporting documents and enclosures. The Company shall not be liable to pay any fees after the payment of Services Charge against any.

4.3. The Agency shall be entitled to receive Services Charge against once candidate only once. If the candidate leaves the Company and the Company receives a referral of the candidate again from the Agency either directly or indirectly, then the Agency shall not be entitled to receipt of any Services Charges.

4.4. The Agency agrees and acknowledges that all the candidates shall be engaged with the Company for a minimum of 60 days ("Minimum Working Days") for the Agency to claim any Services Charge. In case, any candidates resigns/absconds from the assigned work on or before the completion of the Minimum Working Days, then no Services Charges shall be payable to the Agent for such candidates.

4.5. In case candidates are removed and/or terminated by the Company due to performance issues then the Agent shall not be entitled to receive any Services Charges for those candidates.

4.6. TDS shall be deducted by the Company as per the provisions of the Income Tax Act, 1961, as amended from time to time at the time of making the payment to Agency. Company shall issue necessary TDS Certificate for the abovementioned deductions. The Services Charges as mentioned above are inclusive of all other present and future direct and indirect taxes. Agency shall be solely responsible for payment of all its cess, levies etc. and Company shall in no way be responsible for making any such payments on behalf of the Agency.

4.7. The PAN No. of the Agency/Agent is\_\_\_\_\_.

4.8. Agency agrees to reconcile the outstanding amounts and provide "No Dues Confirmation" to Company after every Per Month/ Per Year from the date of commencement of Agreement during the tenure of the Agreement. It is agreed between the Parties that after annual reconciliation of the Agency's books of account for the said financial year, unpaid Services Charges, if any, shall be payable by Company only if claimed by the Agency within three months of same financial year. In case unpaid Services Charges is not claimed as mentioned herein before, Company shall not be liable to pay the same and Agency shall not raise any claim for the same in future.

## **5. Rights, Duties and Obligations of the Agency:**

5.1. Agency represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of its Services as detailed under this Agreement. Agency represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which it performs Services concurrently with those performed herein.

5.2. Agency agrees and undertakes that the Agency shall refer candidates of only good background to the Company. Agency shall provide the Company, all employment documents as may be required by the Company against the profile of the candidates shared. Any losses, damages, costs, and expenses whether direct or indirect due to any act/omission of any act or any fraud or cheating which is proved to be conducted by the candidate or any losses that

have accrued to the Company owing to negligence of any manner attributable to the candidate shall be the solely liability of the Agency.

5.3. In case any candidate resigns/absconds from the employment, then such candidate shall not be referred again to the Company. In case such a referral is made, the Company may choose to employ the candidates, however, the Agency shall not be entitled to receive any Sourcing Fee for those particular candidates.

5.4. The Agency shall ensure compliance with all applicable laws while rendering the services under this agreement.

5.5. The Agency shall warrant and undertakes that it has all the necessary approvals, consents, permissions etc. as may be required to provide services under this Agreement. The Agency shall ensure that the necessary approvals, consents, permissions are maintained during the entire term of the Agreement.

## **6. Non-Solicitation:**

6.1. Unless otherwise agreed in writing, once a candidate is hired by the Company, the Agency will not solicit the candidate to leave the employment and join any other employer. .

## **7. Confidentiality:**

7.1. The Agency hereby undertakes and agrees to shall safeguard and keep confidential any and all information relating to the Company obtained by it or provided to it by the Company in connection with provision of services under this Agreement or otherwise, and shall use such information only for the purposes of carrying out its obligations under this Agreement.

## **8. Dispute Resolution:**

8.1. The parties shall attempt to resolve amicably all disputes arising out of or in connection with this Agreement, including its existence and interpretation. However, if the parties fail to do so within a period of 30 days from the date of notification of dispute, then the dispute(s) shall be referred to Arbitration.

8.2. The Company shall have the right to appoint a sole arbitrator to hear, try and decide the arbitration proceedings. The decision of the Sole Arbitrator shall be final and binding on the parties.

8.3. The Arbitration proceeding shall take place at Pune, India, in accordance with the Arbitration and Conciliation Act, 1996, including any statutory modification or re-enactment thereof.

8.4. During the amicable dispute resolution and arbitration, the Agency shall continue to perform their obligations under this Agreement in so far as is reasonably practical.

## 9. Governing Law:

9.1. This Agreement is governed by and will be construed in accordance with the laws of India. Subject to the Arbitration clause, the Courts at Pune alone shall have the exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Agreement.

## 10. Non-Exclusivity

10.1. The transaction contemplated under this Agreement is on a non-exclusive basis and, nothing in this Agreement will preclude the company from entering into a similar agreement with any other party.

10.2. The Agency is advised to promptly raise its concern at hr@trenet.in. In case of any such acts being found the Company shall take an action of Prevention of Corruption Act.

## 11. Counterpart

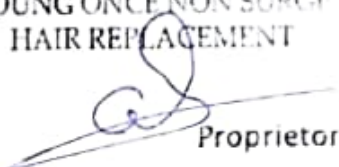
11.1. Delivery of executed signature pages by facsimile or electronic transmission (via scanned PDF) will constitute effective and binding execution and delivery of this Agreement.

**IN WITNESS WHEREOF** the Parties here to

**Trenet Consultant Services Pvt.Ltd.**  
By the hand of its Authorised Signatory

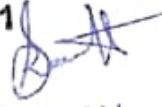
Signature with Stamp:  
Name:  
Authorised:

For YOUNG ONCE NON SURGICAL  
HAIR REPLACEMENT

  
Proprietor

For \_\_\_\_\_  
By the hand of its Authorised Signatory

**YOUNG ONCE**  
Hair Replacement Centre  
Nagercoil - 629 001

  
Signature with Stamp:  
Name: KAVITA SUBBIAH  
Authorised: