

RETAINERSHIP AGREEMENT

This agreement made and entered into on **22/10/2019** by and between:

CareerNet Technologies Pvt. Ltd a Company incorporated under the Companies Act, 1956 and having its Corporate Office at 'CareerNet Campus', Plot # 53, Bellandur Post, Devarabisana Halli (Next to Intel Junction Flyover), Outer Ring Road, Bangalore – 560 103 hereinafter referred to as "the Company" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include their successors and assigns) on the ONE PART.

AND

Manjunath R. residing at Bangalore, Karnataka hereinafter referred to as "the Retainer" (which expression shall unless it is repugnant to the context or contrary to the meaning hereto be deemed to mean and include his / her legal heirs, executors and administrators) of the OTHER PART.

WHEREAS the Company requires the Consultancy services of a person specialized in the area of Recruitment Services.

AND WHEREAS the party of the Second part has offered to provide his / her specialized Consultancy services to meet the requirements of the Company,

AND WHEREAS the Company has decided to appoint the Retainer for the purpose of meeting its requirements,

AND WHEREAS the Company has accepted the said offer and agreed to engage the party of the Second Part as its Retainer to carryout the assignment on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. APPOINTMENT AS RETAINER:

The Company hereby appoints the Party of the Second Part as a Retainer to carry out the assignment of Recruiter at Bangalore.

2. TENURE OF THE AGREEMENT:

This agreement shall come into force on **23.10.2019** and shall continue till **22.04.2020** unless determined otherwise as hereinafter provided. This agreement if not renewed shall stand terminated on the expiry of the aforesaid period unless the terms has been extended for further period(s) by mutual consent of the parties hereto by giving 15 days notice in writing prior to the expiry hereof or earlier termination hereof or as hereinafter provided

3. DUTIES AND RESPONSIBILITIES OF THE RETAINER:

- a. It shall be the duty of the Retainer to use his best endeavors to successfully carry out the assignment.
- b. To provide such assistance and support to the Company as and when so required by the Company from time to time.
- c. In addition to the execution of the assignments it shall be the responsibility of the Retainer to assist the Company in completing the documentation, scrutiny and considerations pertinent to research in the behavioral sciences.

- d. The Retainer shall not represent the Company as its agent and the Company shall not be bound by any commitments made by the Retainer to any third party.

4. STIPULATION TO THE RETAINER'S RIGHTS:

The Retainer shall not have any power to enter into any contract or agreement with any other party carrying out similar business as that of the Company. The Retainer shall not represent the Company as its agent and the Company shall not be bound by any commitments made by the Retainer to any third party.

5. CONSIDERATION PAYABLE TO THE RETAINER:

- a. As consideration for the assignment to be performed by the Retainer, the Company shall pay to the Retainer a sum of **Rs 18,333/- (Eighteen Thousand Three Hundred and Thirty Three only)** monthly as retainer fee, excluding any taxes. The said retainer fee shall be payable based on the number of days worked in the respective month. No other amounts shall be payable to the Retainer.
- b. Outstation travel, boarding & lodging expenses in connection with office work will be reimbursed supported by original bills / vouchers as per policies of the Company in this regard.

6. RETAINER TO COMPLY WITH INSTRUCTIONS OF THE COMPANY:

- a. While the Retainer is entitled to use his discretion in executing the assignment to the best of his ability, the Retainer shall carryout the assignment in confirmity with the instructions, and general, specific or special instructions that may be provided by the Company as and when the issues are referred to the Retainer. Such instructions may be amended by the Company from time to time and the same shall be communicated to the Retainer who shall comply with the same.
- b. The Retainer shall always act strictly as per law and without violating any law and secure the best interest of the Company. If he so desires he may seek further clarifications from the Company on all or any particular matter or transaction.
- c. The Company may in its absolute discretion accept or reject any proposal or reject any suggestions or opinion rendered by the Retainer and the decision of the Company shall be final in that regard.

7. DOCUMENTS TO BE' RETURNED BY RETAINER IN THE EVENT OF TERMINATION OR THE AGREEMENT:

In the event of the termination of the Agreement by either party for any reason whatsoever the Retainer shall forthwith return to the Company all the documents/papers/monies/authorisation letters/properties belonging to the Company and / or held by the Retainer on behalf of the Company. The Retainer shall be responsible or liable for any loss or damages caused by not returning papers / amounts / properties of the Company promptly on termination of this agreement.

8. NON-EXCLUSIVE AGREEMENT:

The Retainer shall very clearly understand that this Agreement entered into between the Company and the Retainer does not provide any exclusive right to the Retainer to get contract assignment from the Company and the Company is free to engage any other Retainer or Consultant for undertaking similar or otherwise assignments and enter into Agreement(s) with any other person / firm / Company as may be deemed fit to the Company.

9. INDEMNITY:

- a. The Retainer shall indemnify the Company and keep the Company indemnified against any loss or claim or damages that any other persons whomsoever may make against the Company in respect of any act of omission or commission which the Retainer or his representative(s) have done which is contrary to or in breach of the terms of this Agreement and for any instructions that may be given to the Company.
- b. The Company shall not be liable to indemnify or be liable or responsible for any loss or damages which the Retainer may suffer by reasons of the Retainer having acted contrary to or in breach of the terms of this agreement and / or any instructions that may be given by the Company. The Retainer shall indemnify and keep the Company indemnified against any loss or claim or damages that any other person whatsoever may make against the Company or even that which the Company may suffer by reason of misuse of authority given hereunder.
- c. The retainer shall indemnify the company and keep the Company indemnified against any loss or claim or damages that any other employer of the retainer may make against the company in respect of any act of omission or commission of the Retainer during the course of his engagement with the company.

10. CONFIDENTIALITY:

All communications between the parties, all information and other material supplied to or received by or sent by the Retainer from / to Company and / or any information concerning the business transaction which the Retainer has knowledge of and / or the confidential relationship between the Company and the Retainer and any other person shall be kept confidential by the Retainer. No such information shall be disclosed by the Retainer except with the specific prior written approval of the Company.

The Retainer agree that with respect to any information of Company which (i) is marked as "confidential," proprietary" or some similar indication; (ii) is expressly advised by Company to be confidential through some contemporaneous written means; or (iii) which the receiving Party would reasonably construe to be confidential information under the circumstances (collectively referred to as "Confidential Information"):

- a. to use such Confidential information only in relation to the purposes of this Agreement;
- b. not to disclose any such Confidential Information or any part thereof to a person outside the Company's business organization for any purposes unless expressly authorized by Company;
- c. to limit dissemination of such Confidential Information to persons within the Company's business organization who are directly involved under this Agreement and have a need to use such Confidential Information;
- d. to safeguard the Confidential Information using highest degree of care and skill.

The manuals and other related documentation provided by the Company to Retainer shall without limitation be considered Confidential Information for the purposes of this Agreement

The Retainer's obligations under this Section shall survive the termination of this Agreement

In the event of termination of this Agreement, the Retainer shall immediately return Company's Confidential Information, or at Company's option destroy any remaining Confidential Information and certify that such destruction has taken place.

11. ASSIGNMENT:

This Agreement is exclusive to the parties and the Retainer shall not assign his rights hereunder to any person or party without the explicit prior written consent of Company in this regard.

12. NOTICE IN WRITING

Any notice by either party to the other shall be in writing and delivered at the address of the other party given here in above.

13. NON PERSISTENCE IS NOT A DEEMED WAIVER:

Any forbearance, waiver or failure of the Company to insist upon the performance of this Agreement shall not constitute waiver by the Company of any subsequent breach nor shall such waiver prejudice, affect or restrict the rights of the Company hereunder.

14. AMENDMENT:

This Agreement represents the entire Agreement between the parties and shall be capable of modification only in writing by a note of amendment signed by both parties in this regard.

15. TERMINATION:

- i. This Agreement if not renewed shall stand terminated on the expiry of the aforesaid period of currency of this Agreement unless the term has been extended for further period(s) by mutual consent of the parties hereto by giving 30 days notice in writing prior to the expiry hereof or earlier termination hereof as hereinafter provided.
- ii. Either party may terminate the Agreement without assigning any reasons by
 - a. Providing the other party with prior written notice of atleast 30 (Thirty) days; or
 - b. Paying to the other party an equivalent of 1 (One) month retainer fees as per the terms of this Agreement.

16. ARBITRATION AND JURISDICTION:

In the event of any dispute or disagreement over the interpretations of any of the terms here in above contained the same shall be referred to any Arbitrator nominated by the Company, whose decision shall be final and binding upon all the parties hereto. Such reference shall be deemed to be a submission to arbitration by a sole arbitrator under the Indian Arbitration and Conciliation Act, 1996, or of any modification or re-enactment thereof. The venue of arbitration shall be Bangalore, India subject to the jurisdiction of courts in Bangalore which shall have exclusive jurisdiction in proceedings to enforce arbitration agreement and not for enforcement of the award, to the exclusion of all other courts.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SUBSCRIBED THEIR SIGNATURE ON THE DAY, MONTH AND YEAR MENTIONED ABOVE IN TOKEN OF HAVING ACCEPTED THE ABOVE TERMS AND CONDITIONS.

For **CareerNet Technologies Pvt. Ltd.**

Kavitha S
General Manager-HR

Manjunath R.
Date: