

March 2018

Terms of Engagement and Empanelment with Hiring Company (COMPANY)

- 1. Purpose of Agreement** is to set forth the terms and conditions for the introduction of Experts by EXPERTIES, which is in the business of introducing Experts for undertaking contractual business assignments, to companies seeking expertise in its line of business, all within the applicable legal framework of India and International Laws.
2. It is understood and agreed that EXPERTIES will provide its services to COMPANY as an independent contractor, and no relationship of employer/employee shall be construed to result from this agreement or from the performance of any services hereunder between EXPERTIES and COMPANY.
- 3. Eligibility and Suitability of the Expert** - COMPANY understands that EXPERTIES only matches profiles of Experts based on the eligibility brief provided by it and that deeper assessment of the Expert's suitability is best understood by COMPANY. Verification and assessment of the Expert's personal, academic, professional and technical background and experience etc. shall be the sole responsibility of COMPANY.
- 4. Introduction to and Engagement with the Expert -**
 - a. Post consent by COMPANY of the terms herein, by signing a copy of this letter agreement and returning it to EXPERTIES, and its prima facie interest in the Expert's profile, the name and contact details of the Expert would be shared by EXPERTIES.
 - b. The fructification of engagement between COMPANY and the Expert is based on the mutual consensus between the two. It is purely a matter of assessment of suitability for and convenience to the Expert and COMPANY. The scope of work would be as defined by COMPANY on such mutually agreed terms.
 - c. In the eventuality that COMPANY was to decide not to engage with the Expert at this point but did decide at a later stage to engage with the Expert for any assignment within three-year period from the date of this contract, COMPANY would need to intimate EXPERTIES, and all terms of this agreement would be applicable.
- 5. Confidentiality** - COMPANY understands that it shall maintain confidentiality of all details and shall not share details of the Expert with any third party or related companies. All terms herein would apply in case any referral is made (under intimation to EXPERTIES) to related companies - sister concerns or within the group.
- 6. Responsibility of EXPERTIES** - EXPERTIES and its associates including its staff and/or representatives would in no way be responsible or liable for the work performance or action of the Expert. Any questionable action or dissatisfactory performance, that is part-delivery, non-delivery etc. or incompleteness of contract is to be resolved/settled by COMPANY directly with the Expert. Nor will EXPERTIES and its associates including its staff and/or representatives be held liable for any damages (whether special or exemplary), directly or indirectly or remotely or consequentially resulting from any connection it has with COMPANY and/or any work, action or non-action of the Expert; nor will it be liable for any fraudulent activity, gross negligence, wilful misconduct or breach of any covenants or agreements by COMPANY, the Expert or any third party. Likewise, EXPERTIES has no responsibility regarding the suitability of the Expert, and the terms of engagement between COMPANY and the Expert which would need to be mutually agreed upon between them.

7. **Expert's Professional Fee (EPF)** - The Expert's fee would need to be mutually agreed upon between COMPANY and the Expert based on the project and EXPERTIES has no say in the matter. All payments to the Expert would need to be directly settled by COMPANY. EXPERTIES' fee, payable in favour of Elements Training & Advisory Services, is over and above the Expert's fee as per terms below.

8. **EXPERTIES' Fee & Other Terms - for Contractual or Consulting assignments including trainings/workshops -**

TYPE OF ENGAGEMENT	EXPERTIES' FEE (taxes additional as applicable)	PAYMENT MODALITIES
Contractual / Consulting Assignments	15% of EPF for total contracted period and/or any extended period, with a minimum of Rs.25000/ -	<ul style="list-style-type: none"> • Minimum amount of Rs.25000 is payable upfront, which is adjustable & non-refundable • Balance payment staggered over contract period - payable as and when expert is paid, whether periodically or intermittently
<p>Note:</p> <ol style="list-style-type: none"> i. EPF - Expert's Professional Fee payable for the total contracted period (and/or any extended period on on-going basis) of utilisation of Expert's services, and includes payments related to training or workshops conducted by an expert, and any ex-gratia / bonus / incentive etc. paid to the expert subsequently. ii. Any subsequent extension of contract or re-engagement of expert would continue to attract the same terms. Any work done for any other related company would also attract the above terms. iii. In case of any pre-closure of contract with expert, contract with EXPERTIES also closes simultaneously with no replacement clause option. iv. In the eventuality of the Hiring Company wishing to convert the contract with the Expert into a full-time assignment at any point, fresh terms as applicable for full-time hires as per clause 9 below would apply from there on. 		

9. **EXPERTIES' Fee & Other Terms - for Full-time hires only -**

TYPE OF ENGAGEMENT	EXPERTIES' FEE (taxes additional as applicable)	PAYMENT MODALITIES
Full-time hiring	18% of annual CTC as below	Payable within 7 days of candidate's joining date
<p>Note:</p> <ol style="list-style-type: none"> i. EXPERTIES Fees - 18% p.a. plus taxes as applicable of annual CTC / annual gross remuneration (Basic, CCA, DA, HRA, Medical, Conveyance, LTA, PF contributions, medical, ex-gratia / guaranteed bonus or incentive, allowances, perquisites such as company car, house etc.) ii. Replacement Clause - 1 month for junior & middle management, 3 months for senior management, from date of joining of candidate. One time replacement would be provided with no fee refund option. Replacement clause would not be applicable in case candidate leaves on account of termination, redundancy, change of work site, change in job description. 		

- 10.** EXPERTIES and the COMPANY both represent that they are fully empowered, authorized and competent to enter into this agreement, and fully understand the terms and conditions of this agreement and confirm compliance with applicable laws in force in their respective jurisdictions.
 - 11.** COMPANY hereby indemnifies and agrees to hold harmless EXPERTIES, its officers, affiliates and employees from and against all actions, suits, proceedings, costs, expenses and liabilities brought against, suffered or incurred by EXPERTIES by reason of any breach, non-performance or non-observance including any willful misconduct or bad faith by COMPANY or any third party pertaining to this Agreement.
 - 12.** This agreement shall be governed by and interpreted in accordance with all applicable laws in force in India and shall be subject to the exclusive jurisdiction of competent courts in Gurgaon, India for determination of any question or dispute arising in connection with this letter agreement.
 - 13.** In acceptance of the foregoing and agreeing to be bound as described above, COMPANY to sign and return to EXPERTIES the copy of this letter agreement, initially via email and subsequently by post to the aforesaid address. Engaging of the Expert as introduced by EXPERTIES would also tantamount to acceptance of the said terms. This letter agreement may be executed in any number of counterparts, each of which shall be deemed as original, but which together shall consist a single instrument.
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