

## PLACEMENT SERVICE AGREEMENT

This Placement Service Agreement (“**Agreement**”) is entered into on this 3rd day of May (“**Effective Date**”)

### **By and Between:**

**INMAKES INFOTECH PRIVATE LIMITED**, a company registered under the Indian Companies Act, 2013, having its registered office at VJ Tower, First Floor, Vyttila P.O, Ernakulam, Kerala, India - 682019 and represented by its authorized signatory, authorized by the board of Directors dated 10/04/2023(*hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context be deemed to mean and include its successors and assigns*) of **ONE PART**;

### **And**

**MOHAMMED AJMAL NK**, son of SAID ABDURAHIMAN, aged about 21 years, and Indian citizen, having and presently residing at Malappuram (hereinafter referred to as "**Candidate**") of the **OTHER PART**.

The Company and the Candidate shall be referred to individually as the “**Party**” and collectively as the “**Parties**.”

### **WHEREAS:**

1. The Company is in the business of information technology, viz application development for website, mobile and desktop, digital marketing, software support, web designing (“**Services**”) and other associated services consisting of providing 3(three) months training in code languages which include Python and Java, software training in React Native, and in other skill-oriented trainings such as Professional Accounting, Digital Marketing and Multimedia (“**Student Programs**”). During the course period of these Student Programs, the students are provided internship opportunity and placement training.
2. The Company also has a dedicated Placement Cell (**defined below**), which offers Placement Services mentioned in Clause 1.4 of this Agreement, to the students who are enrolled in Students Programs and to other job seekers.

3. The Candidate has approached the Company seeking its Placement Services and the Company has agreed to provide the Placement Services to the Candidate.

**NOW THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreement set forth herein, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **1. Definition**

- 1.1. **“Agreement”** means the contract between the Company and the Candidate for the provision of the Placement Services incorporating this contract.
- 1.2. **“Placement Cell”** means a division within the Company providing Placement Services to the job seekers.
- 1.3. **“Placement Fee”** means the fees payable by the Candidate to the Company for the Placement Service provided under this Agreement.
- 1.4. **“Placement Service”** includes identifying employment opportunities matching with the academic credentials and experience of the Candidate, Assistance in preparation of Curriculum Vitae, Scheduling interviews by coordinating with the candidate and the hiring employers, negotiating job offers and compensation packages with the hiring employers etc.
- 1.5. **“Student Programs”** as defined in Clause 1 of the Recitals

## **2. Scope of Engagement:**

- 2.1. Subject to the terms and conditions of this agreement, the Candidate hereby engages the Company to provide Placement Services and the Company has agreed to provide the Placement Services.
- 2.2. The Candidates acknowledges and agrees that the potential employers and employment opportunities identified by the Company may be from any geography. The Candidate further acknowledges and agrees that the location



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2.3. of the work will be at the discretion of the hiring employer and the same can be changed as per the terms of employment between the Candidate and such employer.

2.4. The Candidate hereby acknowledges and agrees that, once the offer letter is issued by the hiring employer, the Services of the Company shall be deemed to be completed and the Candidate shall be bound to pay the Placement Fee.

2.5. The Company and the Candidates acknowledge that the performance of this Agreement will require the mutual cooperation of the Parties, and each of the Parties shall assist and cooperate with the other Party as reasonably necessary to enable this Agreement to be performed and facilitate placement opportunities for the Candidate

### **3. Obligation of the Candidate:**

3.1. The Candidate confirms that he/she has undergone the Student Programs at the Company and he /she is availing the Placement Services in his/ her interest. The Candidate further acknowledges and agrees that, that the provisions of this Agreement are fairly and reasonably required for protection and preservation of the interest of the Company and is not penal in nature.

3.2. The Candidate shall strictly comply with all directions given by the Company including reporting at the recruiting employers at the given date and time. The Candidate shall notify the Placement Cell about cancellation / rescheduling of the interview at-least 24 hours of the scheduled date and time of the interview by email.

3.3. The Candidate shall, on receipt of any job offers or any other communication from recruiting employers arranged by the Company or its associates, immediately notify the Company about such job offers or any other communications.

3.4. The Candidate shall send a copy of the offer letter received by him/her from the hiring employer within 48 hours of the receipt of the offer letter.



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- 3.5. The Candidate further agrees to sign all such relevant papers, documents, notes, guarantee, undertakings and / or powers of attorney/letters of authority as the Company may require in this respect or under this Agreement.
- 3.6. All expenses for attending the interview or for any other meetings with the hiring employer shall be borne fully by the Candidate.
- 3.7. The Candidate must always and on all occasions dress in a manner that reasonably and properly identifies and reflects professional standards of the services being performed by the Candidate.
- 3.8. The Candidate is to always behave themselves in a professional and appropriate manner.
- 3.9. The Candidate agrees not to use any drugs/intoxicants while attending the interview or during any other meetings with the hiring employer.

#### **4. Placement Fee**

- 4.1. The Candidate shall be liable to pay a Placement Fee for the Placement Services provided by the Company which shall be equal to eight percent (8%) of his/ her annual gross salary as provided in offer letter.
- 4.2. The Placement Fee shall be paid in the following manner:
- a) 50% of the Placement Fee shall be paid within 5 days of joining the employment.
  - b) Remaining 50% of the Placement Fee shall be paid within 30 days from the date of joining the employment.
- 4.3. All payments shall attract Goods and Service Tax at the applicable rate. The Company shall raise the invoice for the Placement Fee along with applicable GST and the Candidate shall pay the placement Fee along with GST within the timelines mentioned in clause 4.2 above or such other extended time given by the Company.



4.4. The Candidate shall be liable to pay the entire Placement Fee even if the Candidate leaves the employment after accepting the offer.

4.5. In case the Placement Fee is not paid on time by the Candidate, the Candidate shall be liable to pay interest to the Company on the outstanding amount and the interest rate applied will be 12% per annum for each days delay.

## **5. Indemnification**

5.1. The Candidate shall comply with the employment policy of the hiring employer and all such other terms of employment as agreed with the hiring employer. The Candidate understand and acknowledges that, in the event of any non compliances with the terms of employment or the employment policies of the hiring employer, such employer may recover compensation from the Company and in such an event, the Candidate shall full indemnify the Company for any such losses or expenses suffered by the Company.

## **6. Waiver**

6.1. The Parties agree that (i) the failure to enforce any right against the Candidate by the Company or (ii) any compromise made by the Company with the Candidate for any violation of the terms in the Agreement shall not constitute a waiver of the rights that the Company enjoys against the Candidate under this Agreement or under the applicable laws.

6.2. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

## **7. Acknowledgment**

7.1. The Candidate agrees, recognizes and acknowledges that:

- (i) he/she has been provided with a copy of this Agreement for review prior to signing it; (ii) he/she has reviewed it and that he/she understands the terms, purposes and effects of this Agreement; (iii) he/she has signed this



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Agreement only after having had the opportunity to seek clarifications;

(iv) he/she has been given a signed copy of this Agreement for his/her own records; and (v) he/she has not been subjected to duress or undue influence of any kind to execute this Agreement and this Agreement will not impose an undue hardship upon him/her; and

- (ii) He/she is not subject to any contractual restriction or obligation that will in any way limit his/her activities on behalf of the Company or prevent him/her from performing all or any of the obligations, terms and conditions of this Agreement.

## **8. Entire Agreement**

8.1. The terms of this Agreement are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between the Company and the Candidate.

## **9. Assignment**

9.1. The Candidate acknowledges and agrees that the Company may assign any of its rights under this Agreement to any person or entity. This Agreement is not assignable by the Candidate.

## **10. Amendment**

10.1. No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all signatories to this Agreement.

## **11. MISCELLANEOUS**

11.1. **Notice**: Any notice hereby required or permitted to be given shall be sufficiently given if in writing and delivered in person or sent by facsimile, electronic mail, overnight courier, in the case of the Company, to its principal business office, and in the case of the Candidate, to his / her address appearing on the records of the Company or such other address as shall have been designated by written notice by such Party to the other Party.

11.2. **Governing Law:** This Agreement shall be construed, enforced and governed by the laws of India and the courts at Ernakulam alone shall have jurisdiction to try such disputes.

11.3. **Severability:** The invalidity or unenforceability of any provision of this Agreement, or any terms hereof, shall not affect the validity or enforceability of any other provision or term of this Agreement.

11.4. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed or caused this Agreement to be executed as of the day, month and year first above written.

For and on behalf of the **COMPANY**:

Authorized signatory



**CANDIDATE:**

Name: \_\_\_\_\_

Son of / Daughter of / Wife of \_\_\_\_\_

**WITNESS:**

1.

2.



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