

## **AGREEMENT B/W VAGARIOUS SOLUTIONS - DYNAPIX Digital Media**

This Agreement is made and entered into on **17th November 2025** by and between:

### **VAGARIOUS SOLUTIONS PRIVATE LIMITED**

Registered Office: Plot No. 1208, Flat No. 201, 2nd Floor, Spline Arcade, Ayyappa Society Main Road, Sri Sai Nagar, Madhapur, Hyderabad, Telangana – 500081.

(Hereinafter referred to as “Vagarious Solutions” or the “Service Provider”) AND

### **DYNAPIX Digital Media**

2nd Floor, Silicon Towers, Capital Pk Rd, Cyber Hills Colony, VIP Hills, Jaihind Enclave, HITEC City, Hyderabad, Telangana 500081

“Parties.”

### **RECITALS**

WHEREAS, the Client is engaged in the field of Information Technology and Services;

WHEREAS, Vagarious Solutions is engaged in human resource management and consultancy services, including recruitment, training, and business process outsourcing;

WHEREAS, the Client desires to avail recruitment services, and Vagarious Solutions has represented that it possesses the skills, expertise, and resources to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

### **1. CONTRACT TERM**

- This Agreement shall remain valid for 12 months from the date of signing unless terminated earlier as per Clause 11.
- Upon expiry, this Agreement may be extended by mutual written consent.
- The Client reserves the right to appoint multiple vendors. Vagarious Solutions acknowledges that its appointment is non-exclusive.

## 2. PROFESSIONAL FEES

- The Client shall pay Vagarious Solutions professional charges as follows:
- All Levels – **8.33%** of Annual CTC (Applicable GST extra).
- Annual CTC shall include Basic Salary, HRA, PF, LTA, Medical, Conveyance, and other fixed allowances. It shall exclude sales incentives, performance bonuses, and stock options.

## 3. SERVICE METHODOLOGY

- The Client shall share requirements via email/telephone.
- Vagarious Solutions shall confirm within 7 working days its ability to provide candidates.
- Vagarious Solutions shall shortlist and submit resumes matching the Client's requirements.
- The Client shall review resumes and provide feedback within 2 working days. During this time, Vagarious Solutions shall not propose the same candidates elsewhere.
- If the Client confirms a candidate already exists in its database, no fee shall apply.
- Vagarious Solutions shall coordinate interviews and follow up until candidate joining.
- If a candidate is hired within 3 months of initial submission (including via Client advertisements), service charges shall apply.

## 4. INVOICES & PAYMENT TERMS

- On confirmation of candidate joining, Vagarious Solutions shall raise an invoice **45 days** post joining.
- The Client shall process payment within **15 days** of invoice date, after deduction of applicable taxes.
- Fees are payable irrespective of whether the candidate is on trial or probation.
- No payment is due if a candidate absconds or resigns within 90 days of joining.
- In case of duplicate referrals, payment shall be made to the vendor whose reference was received first.

## 5. REPLACEMENT GUARANTEE

- If a candidate absconds in **60 Days** replacement is applicable and Vagarious Solutions shall provide a replacement within 10 working days.
- If the candidate is terminated due to misconduct, breach of confidentiality, or non-performance by the company after **60 days**, Vagarious Solutions shall not provide a replacement, but, if he is terminated in 60 Days vagarious will provide replacement.
- If replacement is not provided, the professional fee shall be refunded or adjusted against future invoices.
- This guarantee does not apply if the Client terminates for business reasons.
- The Client shall provide 1-week prior notice to Vagarious Solutions before termination for this guarantee to apply.

## 6. RESPONSIBILITIES OF VAGARIOUS SOLUTIONS

- Deliver services diligently and promote the Client's interests.
- Not forward selected candidates to other clients until released by the Client.
- Arrange interviews at mutually convenient times.
- Notify the Client if a proposed candidate accepts another assignment.

## 7. CONFIDENTIALITY & NON-SOLICITATION

- Vagarious Solutions shall not disclose Client's confidential information or business practices.
- Vagarious Solutions shall not solicit or influence Client employees.
- This clause survives the termination of this Agreement

## 8. NON-ASSIGNMENT

- This Agreement shall not be assigned by Vagarious Solutions to any third party without prior written consent of the Client.

## 9. DISPUTE RESOLUTION & ARBITRATION

- Any dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.
- A sole arbitrator shall be appointed with mutual consent.
- The arbitration shall be conducted in Hyderabad, in the English language.

## 10. GOVERNING LAW & JURISDICTION

- This Agreement shall be governed by the laws of India. Courts at Hyderabad and Secunderabad shall have exclusive jurisdiction.

## 11. TERMINATION

- Either Party may terminate this Agreement with 30 days' prior written notice.
- The Client may terminate immediately without notice if Vagarious Solutions breaches terms.
- No service fee shall be payable for placements made after termination unless the Agreement is renewed.

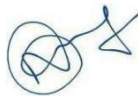
## 12. ENTIRE AGREEMENT

- This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions. Any amendments shall be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

**VAGARIOUS SOLUTIONS PVT LTD**

**DYNAPIX Digital Media**



**NAME :NAVYA S**

**NAME :**

**DESIGNATION : MANAGING DIRECTOR**

**DESIGNATION :**

