

Hiring Agreement

This Hiring Agreement is made on 18/01/2023 between GenX Info Technologies Pvt Ltd and ATR Consultants

ATR Consultants registered under the Companies Act, 1956 of India, having its corporate office/registered office at Tikri Kehni, Jammu and Kashmir, 181206 (hereinafter referred to as the "Consultant")

And

GenX Info Technologies Pvt. Ltd. Company registered under the Companies Act, 1956 of India having its office at 411, 4th Floor, Bestech Cyber Park, Narsinghpur, NH-8, Gurgaon (hereinafter referred to as "Company")

The following shall be the terms & conditions towards the Executive Search & Placement Service offered by the Consultant to the Company.

1. Nature & Scope of Services:

- The Company shall send the Consultant detailed list of their recruitment that shall include job Profile, number of Vacancies, Education /Professional Qualification, Age, Experience, Location, CTC & other specific skill sets in the prescribed format send by the Consultant or the Company.
- The Consultant will hold a formal meeting/ discussion in person or through Email/ Phone & clarify the Company's requirement wherever required.
- The Company shall intimate the Consultant regarding the time, date & venue preference to make the short-listed candidates for the succeeding interviews.
- The final selection process will be carried out from the Company's end & the outcome shall be intimated to the Company.

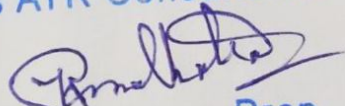
2. Professional Fess:

- The Company will be charged a professional fee for placements as 7% of Annual CTC+ Taxes for all roles.
- The Company is liable to pay GST at the current rates as per the government guidelines.
- The Company shall pay within 45 days from the date of Joining.

3. Replacement in case of separation: If the candidates resigns OR Company releases him within 90 days of joining, Consultant will provide a replacement for the same without any extra cost.

4. Force Majeure: Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of Nature or other causes which are unavoidable and beyond the reasonable control of

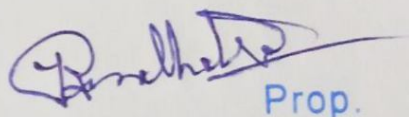
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the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party.

5. **Governing law:** This Agreement shall be construed and governed by the laws of India without regard to principles of conflict of laws.
6. **Dispute resolution:** The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of parties, then each party's CEO ("representatives") shall, within thirty (30) days of a written request by either party to call such a meeting, meet either in person or through any other media and alone (except for one assistant for each party) and shall attempt in good faith to resolve the dispute. If the disputes cannot be resolved by such representatives in such meeting, the parties agree that they shall, if requested in writing by either party, meet within thirty (30) days after such written notification for one day with an impartial mediator and consider dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within thirty (30) days after the one-day mediation, either party may invoke arbitration proceedings for resolution of disputes.
7. The **arbitration** will be conducted in Gurugram (Haryana), India in English language, in accordance with the rules of the Indian Arbitration and Conciliation Act, 1996 ("Rules"). If any restriction set forth in the aforesaid Section is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period or too broad in geographic area, it shall be interpreted to extend only over the maximum period, range of activities or geographic area as to which it may be enforceable.
8. **Entire Agreement:** This Agreement shall constitute the complete and exclusive Agreement between the parties respecting the subject matter. This Agreement can be extended explicitly with the mutual consent of both the parties. This Agreement supersedes all previous agreements between Company and Consultant, whether oral or written, regarding subject matter hereof.
9. **Termination:** This Agreement or a Statement of Work may be terminated by either party at any time upon thirty (30) days prior written notice. Either party may terminate the Agreement or a Statement of Work with thirty (30) days' notice if other party breaches the term of the Agreement.
10. **Confidential Information:** "Confidential Information" means any information disclosed by the Company to the Consultant, either directly or indirectly, in writing, orally or by inspection

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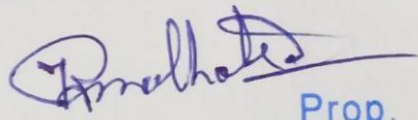
of tangible objects (including without limitation documents, prototypes, samples), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within two (2) weeks after the initial disclosure. Notwithstanding the foregoing, Confidential Information shall not include any information, which the Consultant can show (a) is now or later has become available in the public domain without breach of this Agreement by the Consultant, or (b) was in the possession of the Consultant prior to disclosure to the Consultant by the Company as evidenced by the Consultant's records, or (c) was received from a third party without breach of any nondisclosure obligations to the Company or otherwise in violation of the Company's rights, or (d) was developed by the Consultant independently of any Confidential Information received from the Company as evidenced by the Consultant's records.

11. Non-disclosure: The Consultant (a) shall treat all Confidential Information as strictly confidential, (b) shall not disclose any Confidential Information to any other person or entity without the prior written consent of the Company, (c) shall protect the Confidential Information with at least the same degree of care and confidentiality as it affords its own confidential information, at all times exercising at least a reasonable degree of care in such protection, and (d) shall not use any Confidential Information in any manner except for purposes of conducting business with the Company, or as otherwise agreed by the Company in writing. Notwithstanding the foregoing, the Consultant may disclose Confidential Information pursuant to an order of a court or governmental agency as so required by such order, provided that the Consultant shall first notify the Company of such order and afford the Company the opportunity to seek a protective order relating to such disclosure. The Consultant hereby agrees to notify the Company immediately if it learns of any use or disclosure of any Company Confidential Information in violation of the terms hereof. Parties agree that the Consultant shall limit the disclosure of Company's Confidential Information to its personnel, governmental authorities, auditors or a third party on a need-to-know basis or to conduct any quality audits or trainings who are bound to maintain the confidentiality of Confidential Information.

12. Confidentiality Term: The Consultant shall observe all obligations hereunder with respect to disclosures of Confidential Information for a period of 5 years after the Confidential Information was received from the Company.

13. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Company to the Consultant, the Company shall retain title thereto and to all intellectual property and proprietary rights therein, and the Consultant will have no rights,

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by license or otherwise, to use the Confidential Information except as expressly provided herein. The Consultant shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Company on any copy of the Confidential Information and shall faithfully reproduce any such mark or notice on all copies of such Confidential Information. The Contractor is permitted to use Company's name and logo in self-promotional materials, proposal, or similar matters. Contractor may use Company's name and logo as Contractor's customer on Contractor web page.

14. **Return of Confidential Information:** The Consultant will promptly return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies, and excerpts of Confidential Information) upon the earlier of the completion or termination of this Agreement or the dealings between the Company and the Consultant, or at the Company's written request.
15. **Validity:** Based on the criteria of the Company's requirements the Consultant will pool CVs from the data bank and their network, if found suitable the Consultant will mail the short-listed CVs to the Company and CV's will be valid for period of 3 months in the Company database from the date of sharing of CVs to the Company.
16. **Acceptance & Agreement:** Upon accepting and agreeing to our terms & conditions as mentioned above we duly signed copy of the agreement shall constitute a valid service contract between the Consultant and the Company for a period of 12 months from the date of signing the agreement.

Agreed to the above terms and condition

For ATR Consultants

Genx Info technologies Pvt. Ltd.

Name- Mr. Tilak Raj__

Name -

Designation- CEO & Founder_

Designation - Director

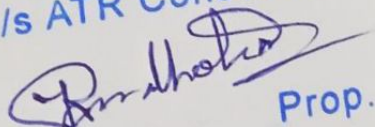
Date-18th January,2023

Date

Place-Jammu_____

Place - Gurugram

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