

Business Development Services Agreement – NON-IT (BULK DIRECT CLIENTS)

Non-Negotiable | Non-Transferable | Non-Refundable Agreement

THIS AGREEMENT is made on this 31st October 2025

BETWEEN

(1) InTime eSolutions Inc., a corporation registered in the State of Wyoming, United States of America, and having its registered office at 30 N Gould St Ste R, Sheridan, WY 82801, USA, represented by Sumanth Raj Kumar Nagolu; AND

(2) SyncTime eSolutions Pvt. Ltd., a company registered under the Companies Act, 2013 in India and having its registered office at Flat # 201 & 202, 2nd Floor, Om Sai Arcade, Above: Ambica Pearls & Jewellers, Snow World Road, Lower Tank Bund, Hyderabad, Telangana 500029, India, represented by Sumanth Raj Kumar Nagolu;

(InTime eSolutions Inc. and SyncTime eSolutions Pvt. Ltd. are hereinafter collectively and individually referred to as "CLIENT" which expression shall, unless repugnant to the context, be deemed to include their respective successors and permitted assigns, and both entities are jointly and severally liable under this Agreement)

AND

Tagcor India Online Services Pvt. Ltd., a company registered under the Companies Act, 2013 in India and having its registered office at Flat # 201 & 202, 2nd Floor, Om Sai Arcade, Above: Ambica Pearls & Jewellers, Snow World Road, Lower Tank Bund, Hyderabad, Telangana 500029, India, represented by Mohammed Aaqib Feroz (Business Development Services Provider) who also works as a CONSULTANT and provides business development services across the USA and India Region, (Hereinafter referred to as "SUPPLIER" which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns).

WHEREAS the CLIENT has approached the SUPPLIER for Business Development Services, and for which the SUPPLIER will be providing **10 Non-IT Direct Clients in a BULK DEAL in 3 Phases from USA Direct Clientele**, All the **Direct End Client** will share NON-IT FULL Time requirements only to the Client through SPOC via Mail and Client will serve and submit resumes for NON-IT Full Time Only - Recruitment Services as described in this agreement through SPOC via Mail.

WHEREAS the SUPPLIER agrees to provide Business Development Services as Consultant upon the terms and conditions contained in this Agreement. NOW THEREFORE, in consideration of the mutual covenants and obligations between the parties it is agreed as follows:

In this Agreement, unless the context otherwise requires, the following expression shall have the meaning hereinafter assigned to them:

- 1. Acceptance Date: 31st October 2025**
- 2. Direct End Clients: NON-IT (Domains: Legal, Finance, Manufacturing, Engineering, Civil/Construction, Real Estate, Crane, Sewer, Media, Roofing, HVAC, Food & Beverages, Etc.,)**
- 3. Staffing Requirements: Non-IT Positions**

- 4. Position Type: FULL TIME ONLY**
- 5. Business Development Service Cost: Rs. 30,00,000/- Lakhs (INR) to Arrange 10 Non-IT Direct Clients.**
- 6. Phases: 3 Phases**
 - a. **Phase 1: Rs.12,00,000/- (12 Lakhs) for 4 Non-IT Direct Clients (Nov 01st to Dec 10th 2025.)**
Advance Payment of Rs. 7 Lakhs will be transferred to start the work from Nov 01st 2025 and the remaining balance of Rs. 5 Lakhs will be transferred on Dec 01st 2025.
 - b. **Phase 2: Rs. 9,00,000/- (9 Lakhs) for 3 Non-IT Direct Clients (Jan 05th to Feb 05th 2026.)**
 - c. **Phase 3: Rs. 9,00,000/- (9 Lakhs) for 3 Non-IT Direct Clients (Feb 06th to March 05th 2026.)**
- 7. Bonus (Free) Clients:** 2 Free Non-IT Direct Clients will be added to the bulk list of 10 Direct Clients as a gift to InTime eSolutions Inc., from Supplier.

Services:

As per this agreement below are the services which will be provided by Supplier:

- a) The Supplier shall approach the POC from **Non-IT Direct End Client**, independently without any support from the client and complete the presentation about the “Client” for Empanelment/Vendorship/Direct Hire Agreement completion.
- b) The Supplier shall make sure that he will be responsible for Drafting the Direct Hire Agreement on behalf of Client after getting it Approved by the Client and then sharing with “**Direct End Client**”
- c) The Supplier will be responsible to get the signed Direct Hire Agreement from **Direct End Client**, and also get it signed by the client (or) represent the client and counter sign it and share it back with the “**Direct End Client**”
- d) Once completion of the Direct Hire Agreement from “**Direct End Client**” The Supplier Shall provide (or) share both Agreement and **SPOC Details** with Client and do the basic knowledge transfer to the client or client’s employee (or) employees.

Supplier's Acceptance

- a. The Supplier accepts that he will be responsible to Draft the Direct Hire Agreement and get it approved by client and get it signed by DIRECT END CLIENT and share both Counter Signed DIRECT HIRE AGREEMENT & SPOC Details with Client without any hesitations or delay and do whatever knowledge transfer is required.
- b. The Supplier accepts that in case they don’t deliver both DIRECT HIRE AGREEMENT & SPOC Details from the **Direct End Client** he shall return the Business Development Services Amount of which has been taken within 1 Week of Mutual Consent between Supplier & Client to INDIAN Bank Account shared by Client.
- c. The Supplier will not refund any amount in any circumstances once both DIRECT HIRE AGREEMENT and SPOC Details are shared with Client.
- d. The Supplier accepts that they will help the Client if required by client to do basic knowledge transfer, Supplier’s Team Member will coordinate and will see the entire Knowledge Transfer process is done with smooth transition.

Client's Acceptance

- a) The client accepts that once the supplier handover all the NON-IT Direct Hire Agreements along with SPOC Details from each Non-IT Direct Client, then the supplier will not be liable to refund any amount to the client. In any way client or client's associated members or employees or attorneys or advocates or friends or family tries to pressurize supplier to refund the amount (or) tries to create nuisance in any form targeting the Supplier (or) its employee (or) Owner (or) Directors (or) Investors (or) any other members associated with Supplier, the Supplier will have all the rights to take LEGAL ACTION against the Owners of Client Intime eSolutions Inc., company based in USA.
- b) The Client accepts that the Supplier will not refund any amount in any circumstances once supplier uses Client's Mail ID to communicate with Non-IT Direct End Clients and receives the Direct Hire Agreement and SPOC Details are shared with Client.
- c) The Client agrees that all the NON-IT DIRECT END CLIENT will be approached one by one depending on the phases mentioned above which client accepts supplier's proposal to onboard Client as the Vendor for the Full Time Requirements they have. Once the Supplier onboard a client with DIRECT HIRE Agreement and SPOC Details are shared the supplier will follow the same client delivery mentioned in phase manner, which is in 1st Phase → 4 Clients, 2nd Phase → 3 Clients & 3rd Phase → 3 Clients along with 2 bonus clients (Free) mentioned above.
- d) The Client accepts that Neither Supplier nor the SPOC from the DIRECT END CLIENT have not given any guarantee of Interview or placement. It will be upto Client and its team to take care of the Operations, Recruitment, Sales or anything else. Supplier will only deliver Full Time Vendorship (DIRECT HIRE AGREEMENT) with Direct End Client. For any other reason the amount is non-Refundable Once the Direct Hire Agreement is fully executed and shared along with SPOC Details from Direct End Client to Client (InTime eSolutions Inc.,).
- e) The Client Accepts that they will pay an upfront fees for every phase work to start the work by supplier and once the Supplier completes the Direct Hire Agreement and SPOC Details are ready and shared by supplier to client, they will continue to work with all the NON-IT Direct Clients Delivered by Supplier directly without any help.

Confidentiality

1. Both parties undertake to each other to keep confidential all information concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering into of this agreement save that which is:
 - A. Inconsequential or obvious;
 - B. Already in its possession other than as a result of a breach of this clause; or
 - C. Required by law.

Termination of Agreement

This agreement may be terminated under the following circumstances:

- a. Immediately by the Supplier, if the Client fails to pay any sum due under this agreement even after providing "Direct Hire Agreement" and SPOC Details from "DIRECT END CLIENT".

- b. Immediately by either party if the other commits any breach of any term of this agreement.
- c. Immediately by the Client, if the supplier doesn't transfer/share the DIRECT HIRE Agreement and SPOC Details. And the Supplier shall refund the Deposit taken within 1 Week of INDIAN Bank Account Details Shared by Client.

Governing Law and dispute resolution

1. This Agreement shall be construed in accordance with the law of India within Hyderabad, INDIA jurisdiction.
2. Any dispute, difference, controversy or claim arising between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall be settled by the Parties by mutual negotiations and agreement.

Alteration and Modification

Any alteration or modification or waiver in connection with this contract will not be effective unless made in writing with mutual consent and signed by both the parties.

IN WITNESS, where of the Agreement has been entered into between the parties on the day and year first above written

CLIENT'S NAME

Sumanth Nagolu

ADDRESS

SIGNATURE [of Authorized Signatory]



SUPPLIER'S NAME

Mohammed Aaqib Feroz

ADDRESS

201, 202, Om Sai Arcade, LTB, Hyd 500029

SIGNATURE [of Authorized Signatory]

