

# Business Development Services Agreement

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THIS AGREEMENT is made on this **26th 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:**

- A. The CLIENT entities are related corporations under common ownership and management, engaged in the business of staffing, recruitment, and training services.
- B. InTime eSolutions Inc. (USA) conducts primary recruitment and staffing operations in the United States and contracts directly with USA-based clients.
- C. SyncTime eSolutions Pvt. Ltd. (India) provides back-office support, administrative services, and acts as payment processor for InTime's international operations.

- D. The CLIENT entities have jointly approached the SUPPLIER for Business Development Services to establish relationships with Non-IT Direct Clients in the United States.
- E. The SUPPLIER has agreed to provide 10 Non-IT Direct Clients in a BULK DEAL delivered in 3 Phases from USA Direct Clientele.
- F. All Direct End Clients will enter into Direct Hire Agreements with InTime eSolutions Inc. (USA) and share NON-IT FULL Time requirements with InTime through designated SPOC via email.
- G. InTime eSolutions Inc. (USA) shall conduct all recruitment and staffing operations with the Direct End Clients provided by SUPPLIER.
- H. SyncTime eSolutions Pvt. Ltd. (India) shall make all payments to SUPPLIER on behalf of and as authorized agent for InTime eSolutions Inc.
- I. 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, promises, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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## **ARTICLE 1: DEFINITIONS AND KEY TERMS**

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

**1.1 Acceptance Date:** 26th October 2025

**1.2 Direct End Clients:** Non-IT companies in the United States operating in domains including but not limited to Legal, Finance, Manufacturing, Engineering, Civil/Construction, Real Estate, Crane, Sewer, Media, Roofing, HVAC, Food & Beverages, and related industries.

**1.3 Staffing Requirements:** Non-IT Positions for Full Time employment only.

**1.4 Position Type:** FULL TIME ONLY (no contract, part-time, or temporary positions).

**1.5 Business Development Service Cost:** Rs. 30,00,000/- (Rupees Thirty Lakhs) in Indian Rupees to arrange 10 Non-IT Direct Clients as specified in this Agreement.

**1.6 Phases and Payment Structure:** The engagement shall be completed in 3 Phases with Milestone-Based Payments as follows:

## **Phase 1: Rs. 12,00,000/- (Twelve Lakhs) for 4 Non-IT Direct Clients**

- Timeline: November 01, 2025 to January 05, 2026
- Payment Breakdown:
  - Milestone 1.1 (Upfront Payment): Rs. 4,80,000/- (40% of Phase 1 amount) payable upon signing this Agreement
  - Milestone 1.2 (Delivery Payment): Rs. 3,60,000/- (30% of Phase 1 amount) payable upon delivery of all 4 Direct Hire Agreements and SPOC Details
  - Milestone 1.3 (Performance Payment): Rs. 3,60,000/- (30% of Phase 1 amount) payable 30 Days after Milestone 1.2, subject to Performance Criteria being satisfied as defined in Article 3

## **Phase 2: Rs. 9,00,000/- (Nine Lakhs) for 3 Non-IT Direct Clients**

- Timeline: January 06, 2026 to February 05, 2026
- Payment Breakdown:
  - Milestone 2.1 (Upfront Payment): Rs. 3,60,000/- (40% of Phase 2 amount) payable upon successful completion of Phase 1 Milestone 1.3
  - Milestone 2.2 (Delivery Payment): Rs. 2,70,000/- (30% of Phase 2 amount) payable upon delivery of all 3 Direct Hire Agreements and SPOC Details
  - Milestone 2.3 (Performance Payment): Rs. 2,70,000/- (30% of Phase 2 amount) payable 30 Days after Milestone 2.2, subject to Performance Criteria being satisfied

## **Phase 3: Rs. 9,00,000/- (Nine Lakhs) for 3 Non-IT Direct Clients**

- Timeline: February 06, 2026 to March 05, 2026
- Payment Breakdown:
  - Milestone 3.1 (Upfront Payment): Rs. 3,60,000/- (40% of Phase 3 amount) payable upon successful completion of Phase 2 Milestone 2.3
  - Milestone 3.2 (Delivery Payment): Rs. 2,70,000/- (30% of Phase 3 amount) payable upon delivery of all 3 Direct Hire Agreements and SPOC Details
  - Milestone 3.3 (Performance Payment): Rs. 2,70,000/- (30% of Phase 3 amount) payable 30 Days after Milestone 3.2, subject to Performance Criteria being satisfied

**1.7 Bonus Clients:** 2 (Two) additional Non-IT Direct Clients will be provided at no additional cost to the CLIENT as a bonus upon successful completion of all three phases. These bonus clients shall be subject to the same Performance Criteria and Warranty Period as paid clients.

**1.8 Performance Warranty Period:** A period of 90 (Ninety) Days commencing from the date of delivery of each individual Direct Hire Agreement and SPOC Details for each Direct End Client.

**1.9 Minimum Requirement Threshold:** Each Direct End Client SPOC must share a minimum of 5 (Five) distinct Non-IT Full Time job requirements with the CLIENT within 60 (Sixty) Days from the date of delivery of that client's Direct Hire Agreement and SPOC Details.

**1.10 SPOC:** Single Point of Contact - the designated individual at each Direct End Client who is authorized to communicate job requirements and coordinate recruitment activities with CLIENT.

**1.11 Direct Hire Agreement:** The formal written agreement executed between InTime eSolutions Inc. (USA) and each Direct End Client establishing the terms and conditions for recruitment and staffing services.

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## **ARTICLE 2: CORPORATE STRUCTURE AND AUTHORITY**

### **2.1 Relationship Between CLIENT Entities**

- a) InTime eSolutions Inc. (USA) and SyncTime eSolutions Pvt. Ltd. (India) are related entities operating as an integrated business under common ownership, management, and control of Sumanth Raj Kumar Nagolu.
- b) Both entities operate under unified branding, shared business strategy, and coordinated operations for staffing and recruitment services.
- c) The entities maintain separate legal identities for regulatory and tax purposes in their respective jurisdictions but function as a single economic unit for business purposes.

### **2.2 Division of Responsibilities**

a) InTime eSolutions Inc. (USA) shall be responsible for:

- Executing Direct Hire Agreements with all USA Direct End Clients
- Conducting recruitment and staffing operations in the United States
- Submitting candidates to Direct End Clients
- Managing client relationships and service delivery
- Invoicing Direct End Clients for placements and fees
- Collecting payments from Direct End Clients
- Owning and enforcing Direct Hire Agreements

b) SyncTime eSolutions Pvt. Ltd. (India) shall be responsible for:

- Processing all payments to SUPPLIER under this Agreement
- Providing administrative and back-office support to InTime
- Maintaining financial records for Indian tax purposes

- Coordinating communications between InTime and SUPPLIER
- Monitoring performance metrics and warranty compliance

### **2.3 Joint and Several Liability**

- a) InTime eSolutions Inc. and SyncTime eSolutions Pvt. Ltd. are jointly and severally liable for all obligations under this Agreement, including but not limited to payment obligations, compliance with terms and conditions, performance of duties, and any breaches or defaults.
- b) The SUPPLIER may seek enforcement of this Agreement against either CLIENT entity or both, at SUPPLIER's sole discretion.
- c) Any communication, notice, or instruction from either CLIENT entity shall be binding on both entities.
- d) Either CLIENT entity may enforce this Agreement against SUPPLIER, including seeking remedies for breach, non-performance, or failure to meet Performance Criteria.

### **2.4 Payment Authority**

- a) All payments under this Agreement shall be made by SyncTime eSolutions Pvt. Ltd. from its Indian bank accounts using Indian banking channels including NEFT, RTGS, or IMPS.
- b) Such payments are made by SyncTime as authorized agent and on behalf of both CLIENT entities, and shall satisfy the payment obligations of both InTime and SyncTime under this Agreement.
- c) Invoices for services shall be issued by SUPPLIER to InTime eSolutions Inc., C/O SyncTime eSolutions Pvt. Ltd., at the India address.
- d) Payment receipts shall acknowledge payment received from SyncTime on behalf of InTime.

### **2.5 Intercompany Arrangements**

- a) InTime and SyncTime have entered into intercompany arrangements whereby SyncTime provides administrative, financial, and operational support services to InTime.
- b) The payment arrangements under this Agreement are made pursuant to those intercompany arrangements and represent legitimate business expenses.
- c) InTime shall reimburse SyncTime for all amounts paid to SUPPLIER pursuant to intercompany billing arrangements between the entities.

### **2.6 Representations and Warranties**

- a) Each CLIENT entity represents and warrants that it is duly incorporated, validly existing, and in good standing in its jurisdiction of incorporation; has full power and authority to enter into this Agreement; the execution of this Agreement has been duly authorized by all necessary corporate action; this Agreement creates valid and binding obligations enforceable against it; and no consent or approval from any third party is required for the execution or performance of this Agreement.
- b) Sumanth Raj Kumar Nagolu represents and warrants that he has authority to bind both CLIENT entities; he is the authorized signatory for both corporations; he has reviewed and approved all terms of this Agreement on behalf of both entities; and both entities have proper corporate authorization for entering into this Agreement.

## **2.7 Notices and Communications**

- a) Communications to CLIENT may be addressed to either InTime eSolutions Inc. at its USA address or SyncTime eSolutions Pvt. Ltd. at its India address as specified in this Agreement.
- b) Either address shall be valid for all notices, and receipt by either entity shall constitute notice to both entities.
- c) SUPPLIER may communicate with and receive instructions from representatives of either CLIENT entity.

## **2.8 Governing Law Considerations**

- a) This Agreement shall be governed by the laws of India with respect to all matters including payment obligations, service performance, warranty compliance, and dispute resolution.
- b) The Direct Hire Agreements between InTime (USA) and Direct End Clients (USA) shall be governed by applicable USA state law as specified in those separate agreements.
- c) All disputes arising under this Agreement shall be subject to the exclusive jurisdiction of courts in Hyderabad, India, and both CLIENT entities submit to such jurisdiction.

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# **ARTICLE 3: PERFORMANCE CRITERIA FOR MILESTONE PAYMENTS**

## **3.1 Performance Payment Conditions**

For each Phase, the Performance Payment (Milestone X.3 representing 30% of the Phase payment amount) shall be released only if the following Performance Criteria are satisfied for all Direct End Clients delivered in that Phase:

- a) Minimum Requirement Threshold Compliance: Each Direct End Client delivered in that Phase must have shared a minimum of 5 (Five) distinct Non-IT Full Time job requirements within 60 (Sixty) Days from their respective delivery dates. Requirements must be bona fide, active job openings suitable for CLIENT's recruitment services and must be communicated through the designated SPOC via email.
- b) SPOC Responsiveness: Each SPOC must have responded to CLIENT's communications within 48 business hours on average during the evaluation period, with no instance of ghosting as defined in Article 4.
- c) Active Engagement: Each SPOC must be receptive to candidate submissions from CLIENT; each Direct Hire Agreement must remain active and in good standing; and there must be no formal termination or suspension of any Direct Hire Agreement initiated by the Direct End Client without fault of the CLIENT.

### **3.2 Performance Evaluation Process**

- a) CLIENT shall notify SUPPLIER in writing at least 5 (Five) Business Days before each Performance Payment due date if any Direct End Client has failed to meet the Performance Criteria. Such notice must include documented evidence including communication logs with dates and timestamps, job requirements received or lack thereof, evidence of responsiveness issues or ghosting, and any termination or suspension communications.
- b) SUPPLIER shall have 7 (Seven) Business Days from receipt of such notice to review the evidence and either dispute the claim with counter-evidence, accept the claim and invoke replacement provisions, or remedy the situation by facilitating communication and obtaining commitment from the Direct End Client to meet the Minimum Requirement Threshold within an additional 15 days.
- c) If Performance Criteria are satisfied for all Direct End Clients in the Phase, the Performance Payment becomes due and payable immediately upon expiry of the 30-day evaluation period.
- d) If Performance Criteria are not satisfied for one or more Direct End Clients, the Performance Payment shall be withheld for non-performing clients on a proportionate basis calculated as follows:  $(\text{Total Performance Payment for Phase} \div \text{Number of Clients in Phase}) \times \text{Number of Non-Performing Clients}$ .
- e) SUPPLIER may remedy the situation through replacement or refund as provided in Article 4. Once a replacement client satisfies the Performance Criteria, the withheld portion attributable to that client becomes payable.

### **3.3 Examples of Proportionate Withholding**

For illustrative purposes only:

Phase 1: Performance Payment of Rs. 3,60,000 for 4 clients equals Rs. 90,000 per client. If 1 client fails Performance Criteria, Rs. 90,000 shall be withheld. If 2 clients fail, Rs. 1,80,000 shall be withheld. If all 4 clients satisfy criteria, the full Rs. 3,60,000 becomes payable.

Similar calculations apply to Phases 2 and 3 based on their respective Performance Payment amounts and number of clients.

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## **ARTICLE 4: SERVICES AND SUPPLIER OBLIGATIONS**

### **4.1 Services to be Provided by SUPPLIER**

The SUPPLIER shall provide the following Business Development Services:

- a) Approach the Point of Contact (POC) from Non-IT Direct End Clients independently without support from CLIENT and complete presentations about CLIENT for purposes of Empanelment, Vendorship, or Direct Hire Agreement execution.
- b) Draft Direct Hire Agreements on behalf of CLIENT after obtaining CLIENT's approval of the agreement terms and then share such agreements with Direct End Clients for execution.
- c) Obtain executed Direct Hire Agreements from Direct End Clients and either obtain CLIENT's signature or represent CLIENT and counter-sign such agreements and share executed agreements back with Direct End Clients.
- d) Upon completion and execution of each Direct Hire Agreement, provide or share both the executed Agreement and SPOC Details with CLIENT and conduct basic knowledge transfer to CLIENT or CLIENT's employees as reasonably necessary.
- e) Ensure that each SPOC provided shall be responsive and shall share Non-IT Full Time job requirements with CLIENT in accordance with the terms of the Direct Hire Agreement executed with each Direct End Client.
- f) Ensure that each Direct End Client SPOC shares the Minimum Requirement Threshold of 5 (Five) distinct Non-IT Full Time job requirements within 60 (Sixty) Days from delivery of that client's Direct Hire Agreement and SPOC Details.

### **4.2 SUPPLIER's Obligations and Acceptance**

- a) SUPPLIER accepts responsibility for drafting Direct Hire Agreements, obtaining CLIENT approval, obtaining signatures from Direct End Clients, sharing counter-signed agreements and SPOC Details with CLIENT without hesitation or delay, and providing whatever knowledge transfer is reasonably required.

- b) If SUPPLIER fails to deliver both Direct Hire Agreement and SPOC Details from any Direct End Client within the Phase timeline specified in Article 1.6, SUPPLIER shall return the Upfront Payment (Milestone X.1 representing 40% of that Phase amount) received for that Phase within 7 (Seven) Business Days of written notice from CLIENT to the Indian bank account designated by CLIENT.
- c) SUPPLIER guarantees that for a period of 90 (Ninety) Days from the date of delivery of each Direct Hire Agreement and SPOC Details (the Performance Warranty Period), each Direct End Client shall have a responsive SPOC who responds to communications from CLIENT within 48 business hours; share the Minimum Requirement Threshold of 5 (Five) distinct Non-IT Full Time job requirements with CLIENT within the first 60 (Sixty) Days of the Warranty Period; and maintain active engagement for recruitment services as contemplated in the Direct Hire Agreement throughout the entire 90-Day Warranty Period.
- d) If during the Warranty Period any of the following occurs with respect to any Direct End Client: the SPOC fails to respond to CLIENT's communications for more than 5 (Five) consecutive business days without valid reason (referred to as "Ghosting"); the Direct End Client fails to share the Minimum Requirement Threshold within the first 60 (Sixty) Days; the Direct End Client formally terminates the Direct Hire Agreement without fault of CLIENT within the Warranty Period; or the SPOC or Direct End Client becomes consistently unresponsive or non-communicative such that the business relationship becomes non-functional; then SUPPLIER shall at CLIENT's sole option either replace the non-performing Direct End Client with a new qualified Direct End Client within 30 (Thirty) Days at no additional cost to CLIENT with the replacement client subject to the same terms, Performance Criteria, and 90-Day Warranty Period, or refund the proportionate amount paid for that specific Direct End Client within 15 (Fifteen) Business Days to CLIENT's Indian bank account.
- e) Proportionate refunds shall be calculated as follows: Rs. 3,00,000 per Direct End Client in each Phase (being the total Phase amount divided by the number of clients in that Phase). The amount refundable depends on which Milestones have been paid: if only Milestone X.1 (40% Upfront) was paid, the refund shall be 40% of Rs. 3,00,000; if Milestones X.1 and X.2 (70% total: Upfront plus Delivery) were paid, the refund shall be 70% of Rs. 3,00,000; Milestone X.3 (30% Performance) would not have been paid if failure occurred during the evaluation period and therefore would not be refundable.
- f) Upon written notice from CLIENT of non-performance, SUPPLIER shall have 7 (Seven) Business Days to provide evidence that Performance Criteria have been satisfied, facilitate immediate resolution with the Direct End Client to obtain commitment for compliance, initiate replacement process for the non-performing Direct End Client, or process proportionate refund. If SUPPLIER fails to respond or take action within 7 Business Days, CLIENT may invoke the refund option unilaterally and the refund amount shall become immediately due and payable.
- g) SUPPLIER shall provide assistance to CLIENT for basic knowledge transfer as reasonably required, and SUPPLIER's team members will coordinate to ensure the knowledge transfer process is completed with smooth transition.

h) For clarity and avoidance of doubt, SUPPLIER provides no guarantee regarding interview opportunities from Direct End Clients beyond the sharing of job requirements; placement success, hiring outcomes, or offer rates; specific volume or frequency of job requirements beyond the Minimum Requirement Threshold; quality, suitability, or fill rate of job requirements shared; revenue generation, profitability, or financial outcomes for CLIENT; or long-term continuity of requirements beyond the 90-Day Warranty Period. SUPPLIER's obligations are strictly limited to ensuring active and responsive SPOC communication, achievement of the Minimum Requirement Threshold of 5 distinct job requirements within 60 days, and maintenance of a functional business relationship during the 90-Day Warranty Period. All other aspects of recruitment operations, candidate quality, client satisfaction, and business success remain solely the responsibility of CLIENT.

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## **ARTICLE 5: CLIENT ACCEPTANCE AND OBLIGATIONS**

### **5.1 CLIENT's Acceptance**

- a) CLIENT accepts that once SUPPLIER delivers all Non-IT Direct Hire Agreements along with SPOC Details from each Non-IT Direct Client, and the 90-Day Warranty Period has expired without any valid claims under Article 4.2(d), SUPPLIER shall not be liable to refund any amount to CLIENT. If CLIENT or CLIENT's associated members, employees, attorneys, advocates, friends, or family attempts to pressure SUPPLIER to refund amounts after expiry of the Warranty Period without valid grounds, or attempts to create nuisance in any form targeting SUPPLIER or its employees, owners, directors, investors, or any other associated members, SUPPLIER shall have all rights to take legal action against the owners of CLIENT entities under applicable law.
- b) CLIENT accepts that during the 90-Day Warranty Period, SUPPLIER shall ensure that SPOC communications remain active and responsive; each Direct End Client shares the Minimum Requirement Threshold of 5 (Five) distinct job requirements within the first 60 days; and Direct Hire Agreements remain functional and in good standing. After the Warranty Period expires without valid claims being made, SUPPLIER shall not be responsible for any subsequent non-performance, reduction in requirements, termination, or cessation of business from Direct End Clients.
- c) CLIENT agrees that all Non-IT Direct End Clients will be approached sequentially depending on the phases specified in Article 1.6. Once SUPPLIER onboards a client with a Direct Hire Agreement and shares SPOC Details, SUPPLIER will follow the phased delivery schedule of 4 Clients in Phase 1, 3 Clients in Phase 2, and 3 Clients in Phase 3, plus 2 bonus clients upon completion of all phases.
- d) CLIENT acknowledges that SUPPLIER guarantees active SPOC communication and responsiveness during the 90-Day Warranty Period and achievement of the Minimum

Requirement Threshold, but does not guarantee interview opportunities, interview-to-submission ratios, interview-to-offer conversion rates, placement success, hiring outcomes, candidate acceptance rates, specific volume, frequency, quality or suitability of job requirements beyond the Minimum Requirement Threshold, revenue generation, profitability, margins or financial performance for CLIENT, long-term sustainability or growth of requirements beyond the Warranty Period, or CLIENT satisfaction with job types, locations, rates or other requirement parameters. It shall be the sole responsibility of CLIENT and its team to manage all aspects of operations, recruitment, sales, candidate sourcing, candidate quality, submission strategies, interview preparation, offer negotiation, and all other business functions necessary for successful placements and revenue generation. SUPPLIER will deliver functional vendorship through Direct Hire Agreements with responsive Direct End Clients who meet the Minimum Requirement Threshold during the Warranty Period. After the 90-Day Warranty Period expires without valid claims, all payments become final and non-refundable.

- e) CLIENT accepts the milestone-based payment structure outlined in Article 1.6 and agrees to pay Upfront Payments (40%) for each Phase to initiate work by SUPPLIER; pay Delivery Payments (30%) upon receipt of Direct Hire Agreements and SPOC Details; pay Performance Payments (30%) thirty days after Delivery Payments subject to verification that Performance Criteria have been satisfied; provide documented evidence if disputing that Performance Criteria have been satisfied; and work cooperatively with SUPPLIER during performance evaluation periods.
  - f) CLIENT acknowledges that the 90-Day Warranty Period begins on the date of delivery of each individual Direct End Client's Direct Hire Agreement and SPOC Details, not from the date of any payment. Therefore, different clients within the same Phase may have staggered Warranty Period start dates based on their individual delivery dates.
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## **ARTICLE 6: FORMAL TERMINATION PROCESS**

### **6.1 Termination by CLIENT**

CLIENT may formally terminate the relationship with a specific Direct End Client by providing written notice to SUPPLIER in the following circumstances:

- a) If the Direct End Client or SPOC fails to meet obligations under Article 4.2(c) during the Warranty Period.
- b) If the Direct End Client engages in unprofessional, discriminatory, or unethical conduct toward CLIENT or its candidates.
- c) If the Direct Hire Agreement is materially breached by the Direct End Client.
- d) If the Direct End Client fails to meet the Minimum Requirement Threshold within the specified 60-day period.

## **6.2 Termination by SUPPLIER**

SUPPLIER may formally terminate the relationship with a specific Direct End Client by providing written notice to CLIENT in the following circumstances:

- a) If CLIENT materially breaches this Agreement including failure to make payments when due.
- b) If CLIENT engages in conduct that damages SUPPLIER's relationship with the Direct End Client.
- c) If CLIENT violates the terms of the Direct Hire Agreement provided by SUPPLIER.

## **6.3 Mutual Termination**

Both parties may agree in writing to terminate the relationship with a specific Direct End Client at any time upon mutually acceptable terms.

## **6.4 Effects of Termination**

Upon formal termination initiated by CLIENT with valid grounds during the Warranty Period, SUPPLIER shall replace the terminated Direct End Client as per Article 4.2(d), and any pending Performance Payment (Milestone X.3 representing 30% of Phase amount) for that specific client shall be withheld until the replacement client satisfies Performance Criteria.

Upon formal termination initiated by SUPPLIER or mutual termination, the terms regarding replacement, refund, or retention of payments shall be negotiated between the parties on a case-by-case basis in good faith.

Formal termination after expiry of the Warranty Period does not entitle CLIENT to replacement, refund, or withholding of payments.

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# **ARTICLE 7: PERFORMANCE METRICS AND MONITORING**

## **7.1 Monthly Reporting**

During the 90-Day Warranty Period for each Direct End Client, SUPPLIER shall provide CLIENT with a monthly status report documenting: SPOC responsiveness and communication log including dates, times, and response rates; number and type of job requirements shared by each Direct End Client; progress toward the Minimum Requirement Threshold indicating how many of the required 5 requirements have been shared; any issues, concerns, or communications from Direct End Clients; status of Direct Hire Agreement compliance and relationship health; and anticipated timeline for remaining requirements if the threshold has not yet been met.

## **7.2 60-Day Checkpoint**

On Day 60 from delivery of each Direct End Client's Direct Hire Agreement and SPOC Details, both parties shall jointly review whether the Minimum Requirement Threshold of 5 distinct job requirements has been satisfied. If the threshold has not been satisfied, CLIENT may immediately invoke replacement or refund provisions under Article 4.2(d). SUPPLIER shall not dispute or delay the replacement or refund if documented evidence demonstrates that fewer than 5 requirements have been shared by Day 60.

## **7.3 Dispute Resolution During Warranty Period**

If CLIENT believes a Direct End Client is not performing as per the guarantees in this Agreement during the Warranty Period, CLIENT shall notify SUPPLIER in writing with specific details of non-performance including dates, communications, and evidence; provide SUPPLIER with 7 (Seven) Business Days to remedy the situation, provide explanation, or initiate replacement or refund; and if not remedied satisfactorily, invoke the replacement or refund provision under Article 4.2(d) and withhold the corresponding Performance Payment (Milestone X.3) on a proportionate basis until resolution.

## **7.4 Documentation Requirements**

CLIENT shall maintain detailed records of all communications with SPOC and Direct End Clients including email correspondence with timestamps, job requirements received with dates and details, response times and communication gaps, and submission acknowledgments or lack thereof. Such documentation may be requested by SUPPLIER to verify any claims of non-performance. SUPPLIER shall also maintain records of communications with Direct End Clients during onboarding and may provide supporting evidence if CLIENT's claims are disputed.

## **7.5 Performance Payment Evaluation Timeline**

Twenty-five days after each Delivery Payment (Milestone X.2), CLIENT shall provide a preliminary performance assessment to SUPPLIER. Twenty-eight days after Delivery Payment, SUPPLIER shall review and respond to any concerns raised by CLIENT. Thirty days after Delivery Payment, the parties shall make a final determination on whether Performance Criteria have been satisfied and whether the Performance Payment (Milestone X.3) is due and payable. If disputes exist regarding satisfaction of Performance Criteria, the parties shall follow the dispute resolution process in Article 7.3.

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# **ARTICLE 8: CONFIDENTIALITY**

## **8.1 Confidential Information**

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 for information which is inconsequential or obvious, already in the receiving party's possession other than as a result of a breach of this clause, or required to be disclosed by law or regulatory authority.

## **8.2 Duration of Confidentiality**

The confidentiality obligations under this Article shall survive termination of this Agreement for a period of 3 (Three) Years from the date of termination.

## **8.3 Non-Disclosure of Agreement Terms**

Both parties agree not to disclose the terms, conditions, or financial arrangements of this Agreement to third parties without prior written consent of the other party, except as required for legal, accounting, tax, or regulatory compliance purposes.

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# **ARTICLE 9: TERMINATION OF AGREEMENT**

## **9.1 Termination by SUPPLIER for Non-Payment**

SUPPLIER may terminate this Agreement immediately if CLIENT fails to pay any Milestone Payment due under this Agreement within 15 (Fifteen) Business Days of written notice after the payment has become due and payable as per the payment schedule in Article 1.6, even after SUPPLIER has fulfilled corresponding obligations including providing Direct Hire Agreements and SPOC Details.

## **9.2 Termination for Material Breach**

Either party may terminate this Agreement immediately if the other party commits any material breach of any term of this Agreement and fails to remedy such breach within 30 (Thirty) Days of written notice specifying the breach and the remedy required.

## **9.3 Termination by CLIENT for Delayed Delivery**

CLIENT may terminate this Agreement with respect to a specific Phase if SUPPLIER fails to deliver the Direct Hire Agreements and SPOC Details for that Phase within 30 (Thirty) Days beyond the timeline specified for that Phase in Article 1.6. In such event, SUPPLIER shall refund the Upfront Payment (Milestone X.1 representing 40% of that Phase amount) within 7 (Seven) Business Days of written notice from CLIENT to the Indian bank account designated by CLIENT.

## **9.4 Termination During Warranty Period**

CLIENT may terminate this Agreement with respect to specific Direct End Clients during their respective 90-Day Warranty Periods if the conditions specified in Article 4.2(d) are satisfied and

SUPPLIER fails to replace or refund as required within the specified timelines of 30 days for replacement or 15 days for refund.

### **9.5 Mutual Termination**

This Agreement may be terminated by mutual written agreement of both parties at any time, with terms of wind-down to be mutually negotiated in good faith including disposition of any pending payments, warranties, or obligations.

### **9.6 Termination for Force Majeure**

Either party may terminate this Agreement if a Force Majeure event as defined in Article 11 continues for more than 60 (Sixty) Days.

### **9.7 Effects of Termination**

Upon termination of this Agreement: all outstanding Milestone Payments that have become due and payable shall be settled within 15 (Fifteen) Business Days; any refunds due under the terms of this Agreement shall be processed within 15 (Fifteen) Business Days; confidentiality obligations shall continue as specified in Article 8; each party shall return or destroy all confidential information of the other party within 30 days; any Direct End Clients already delivered and within their Warranty Periods shall continue to be governed by the warranty and performance terms of this Agreement until expiry of their respective Warranty Periods; and CLIENT retains the right to continue working with any Direct End Clients already delivered, and such client relationships are not affected by termination of this Agreement between CLIENT and SUPPLIER.

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## **ARTICLE 10: GOVERNING LAW AND DISPUTE RESOLUTION**

### **10.1 Governing Law**

This Agreement shall be construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in Hyderabad, Telangana, India.

### **10.2 Negotiation**

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 the rights, duties, or liabilities of the parties hereunder, shall first be attempted to be settled by the parties through mutual negotiations and good faith discussions for a period of 30 (Thirty) Days from the date one party provides written notice of the dispute to the other party.

### **10.3 Mediation**

If the dispute cannot be resolved through mutual negotiations within 30 (Thirty) Days, the parties agree to submit the dispute to mediation before the Hyderabad Conciliation & Arbitration Centre or a similar recognized mediation body in Hyderabad.

### **10.4 Arbitration**

If mediation fails to resolve the dispute within 30 (Thirty) Days, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator mutually appointed by both parties. If the parties cannot agree on an arbitrator within 15 days of the mediation failing, the arbitrator shall be appointed by the Hyderabad Conciliation & Arbitration Centre or a similar recognized arbitration institution. The seat of arbitration shall be Hyderabad, Telangana, India. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding on both parties subject to applicable law.

### **10.5 Interim Relief**

Notwithstanding the dispute resolution process outlined above, either party may seek interim or injunctive relief from a court of competent jurisdiction in Hyderabad for matters requiring urgent action including but not limited to breach of confidentiality, non-payment beyond 30 days of the due date, or allegations of fraud.

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## **ARTICLE 11: FORCE MAJEURE**

### **11.1 Force Majeure Events**

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, epidemics, government actions or restrictions, labor disputes, strikes, internet or telecommunications failures, power outages, natural disasters, or cyberattacks.

### **11.2 Notice and Mitigation**

A party claiming relief under this Force Majeure clause must: promptly notify the other party of the force majeure event within 7 (Seven) Days of its occurrence; provide reasonable evidence of the force majeure event and its impact on performance; use commercially reasonable efforts to mitigate the effects of the event and resume performance as soon as reasonably practicable; and provide regular updates at least bi-weekly on the status and expected resolution timeline.

### **11.3 Termination Due to Force Majeure**

If a force majeure event continues for more than 60 (Sixty) Days, either party may terminate this Agreement upon written notice without liability for future obligations, provided that: any payments due for services already rendered or milestones already achieved remain payable; any Direct End Clients already delivered and within their Warranty Period continue to be governed by the warranty terms of this Agreement; and confidentiality obligations survive termination as specified in Article 8.

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## **ARTICLE 12: LIMITATION OF LIABILITY**

### **12.1 Maximum Liability**

The SUPPLIER's total aggregate liability under this Agreement, whether arising in contract, tort, negligence, breach of statutory duty, or otherwise, shall not exceed the total amount actually paid by CLIENT to SUPPLIER under this Agreement up to the date on which the claim arose.

### **12.2 Exclusion of Consequential Damages**

Neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business opportunity, loss of data, loss of goodwill, or cost of substitute services, even if the party has been advised of the possibility of such damages.

### **12.3 Limitation on SUPPLIER Liability for Business Performance**

SUPPLIER shall have no liability whatsoever for CLIENT's inability to successfully recruit candidates, source candidates, place candidates, generate revenue, achieve profitability, maintain client relationships, or achieve any business objectives with the Direct End Clients provided by SUPPLIER, beyond the specific guarantees outlined in Article 4.2.

### **12.4 Limitation on SUPPLIER Liability for Direct End Client Actions**

SUPPLIER shall not be liable for any actions, decisions, policies, or conduct of the Direct End Clients after expiry of the Warranty Period, including but not limited to changes in hiring practices, budget cuts, preference changes, internal hiring, or deterioration of relationships between CLIENT and Direct End Clients.

### **12.5 Limitation on SUPPLIER Liability for Market Conditions**

SUPPLIER shall not be liable for changes in market conditions, economic factors, industry trends, or competitive dynamics that may affect the volume, quality, or value of requirements shared by Direct End Clients.

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# **ARTICLE 13: GENERAL PROVISIONS**

## **13.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings, or agreements, whether written or oral, relating to such subject matter.

## **13.2 Amendment**

Any alteration, amendment, modification, or waiver of any provision of this Agreement shall not be effective unless made in writing with mutual consent and signed by authorized representatives of both parties. Any verbal amendments, modifications, or side agreements shall have no force or effect and shall not be binding on either party.

## **13.3 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the intent of the parties to the greatest extent possible.

## **13.4 Waiver**

No waiver of any provision of this Agreement shall be deemed to constitute or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing and signed by the party granting the waiver.

## **13.5 Assignment**

Neither party may assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that either party may assign this Agreement to a successor entity in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets related to the business covered by this Agreement, provided that the assignee agrees in writing to be bound by all terms of this Agreement.

## **13.6 Notices**

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally with acknowledgment of receipt; sent by email with confirmation of receipt such as read receipt or reply acknowledgment; sent by registered post or speed post with acknowledgment due; or sent by recognized courier service with proof of delivery. Notices shall be sent to the addresses and email addresses specified in this Agreement or as subsequently notified in writing by either party.

### **13.7 Independent Contractors**

The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or franchisor-franchisee relationship between the parties. Neither party has authority to bind the other or to incur obligations on behalf of the other without the prior written consent of the other party.

### **13.8 Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures including scanned signatures shall be valid and binding and shall have the same force and effect as original signatures.

### **13.9 Survival**

The following provisions shall survive termination or expiration of this Agreement: Article 2 (Corporate Structure and Authority) with respect to matters arising during the term, Article 4.2(h) (limitations on SUPPLIER guarantees), Article 5.1(d) (limitations on SUPPLIER guarantees), Article 8 (Confidentiality), Article 10 (Governing Law and Dispute Resolution), Article 12 (Limitation of Liability), and any payment obligations that accrued prior to termination.

### **13.10 Headings**

The headings and subheadings in this Agreement are included for convenience and reference only and shall not affect the interpretation or construction of this Agreement.

### **13.11 Language**

This Agreement is executed in the English language. In the event of any translation of this Agreement to any other language, the English version shall prevail in case of any conflict or ambiguity.

### **13.12 Further Assurances**

Each party agrees to execute and deliver such further documents and instruments and to take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Agreement and to give effect to the transactions contemplated hereby.

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## **ARTICLE 14: PAYMENT TERMS**

### **14.1 Payment Method**

All payments under this Agreement shall be made via NEFT, RTGS, or IMPS to the bank account specified by SUPPLIER. CLIENT shall provide SUPPLIER with payment receipts and transaction reference numbers via email within 24 hours of making each payment.

#### **14.2 Taxes**

All amounts specified in this Agreement are exclusive of applicable Goods and Services Tax (GST) and any other statutory taxes, duties, levies, or charges. GST shall be charged as additional to the amounts specified herein as per applicable law. SUPPLIER shall issue appropriate tax invoices in compliance with GST regulations for all payments received under this Agreement.

#### **14.4 Currency**

All payments under this Agreement shall be made in Indian Rupees (INR).

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## IN WITNESS WHEREOF

The parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, and year first above written.

<b>FOR AND ON BEHALF OF CLIENT:</b>  <b>INTIME ESOLUTIONS INC.</b>  Name: Sumanth Raj Kumar Nagolu  Designation: CEO and Founder  Signature: _____  Date: _____  Email: <a href="mailto:sumanth@intimeesolutions.com">sumanth@intimeesolutions.com</a>  Phone: +1 4089178116	<b>FOR AND ON BEHALF OF SUPPLIER:</b>  <b>TAGCOR INDIA ONLINE SERVICES PVT. LTD.</b>  Name: Mohammed Aaqib Feroz  Designation: Director / Authorized Signatory  Signature: _____  Date: _____  Email: <a href="mailto:feror@tagcor.com">feror@tagcor.com</a>  Phone: +91 98489 77248
<b>AND</b>  <b>SYNCTIME ESOLUTIONS PVT. LTD.</b>  Name: Sumanth Raj Kumar Nagolu  Designation: CEO and Founder  Signature: _____  Date: _____  Email: <a href="mailto:sumanth@synctimeesolutions.com">sumanth@synctimeesolutions.com</a>  Phone: +91 85238 89457	