

## **Freelance Recruiter Contract**

This Freelance Contract is made as of this \_\_\_\_\_, by and between Earlyjobs- Victaman Enterprises located at No. 53, HustleHub, 5th Cross Rd, near Sony World Signal, Koramangala 4th Block, Bengaluru, Karnataka 560034 and \_\_\_\_\_ located at \_\_\_\_\_.

Client and Independent Freelancer may each be referred to in this Agreement as a “Party” and collectively as the “Parties.”

1. Services- Independent Freelancer shall provide the following services to Earlyjobs (the “Recruitment Services”) – Hiring Candidates for various companies and locations as per the job description given BY Earlyjobs USING INDEPENDENT FREELANCER’S OWN METHODOLOGIES. In addition, Independent Freelancer shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.

2. Compensation: The independent freelancer will raise the invoice for the number of candidates who completed 90 days of work after joining the company. (for each position fixed or percentage are mentioned on earlyjobs portal)

3. Expenses- All costs and expenses incurred by the Independent Freelancer in connection with the performance of the Services shall be the sole responsibility of and paid by Independent Freelancer.

4. Term and Termination- Independent Freelancer’s engagement with Earlyjobs under this Agreement shall commence of the contract. The Parties agree and acknowledge that this Agreement and Independent Freelancer’s engagement with Earlyjobs under this Agreement shall terminate after one Year.

5. Independent Freelancer- The Parties agree and acknowledge that Independent Freelancer is an independent Freelancer and is not, for any purpose, an employee of Earlyjobs. Independent Freelancer does not have any authority to enter into agreements or contracts on behalf of Earlyjobs, and shall not represent that it possesses any such authority. Independent Freelancer shall not be entitled to any of Earlyjobs benefits including, but are not limited to, coverage under medical, dental, retirement, or other plans. Earlyjobs shall not be obligated to pay worker’s compensation insurance, unemployment compensation, social security tax, withholding tax, or other taxes or

withholdings for or on behalf of the Independent Freelancer in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture, or any other fiduciary relationship.

## 6. Confidentiality-

a. Confidential and Proprietary Information. In the course of performing the Services, Independent Freelancer will be exposed to confidential and proprietary information of Earlyjobs “Confidential Information” shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Earlyjobs considers it confidential and proprietary. Independent Freelancer acknowledges and agrees that the Confidential Information is the valuable property of Earlyjobs developed over a long period at substantial expense and it is worthy of protection.

b. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Independent Freelancer shall not disclose or use in any manner, directly or indirectly, any confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Earlyjobs’s prior written consent. Independent Freelancer should not at any point of time directly connect with the student nor disclose their freelance association status to the student.

c. Rights in Confidential Information. All Confidential Information disclosed to Independent Freelancer by Earlyjobs

(i) is and shall remain the sole and exclusive property of Earlyjobs, and

(ii) is disclosed or permitted to be acquired by Independent Freelancer solely in reliance on Independent Freelancer’s agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license,

ownership, or other interest in or title to the Confidential Information to the Independent Freelancer.

d. Irreparable Harm. Independent Freelancer acknowledges that the use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly,

in addition to any other legal remedies which may be available at law or in equity, Earlyjobs shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Earlyjobs shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Earlyjobs under this Section, Earlyjobs shall be entitled to recover its attorney's fees and costs from Independent Freelancer.

e. Any information/assignments/test papers etc shared with students must be emailed (CC) to the Client's official E-Mail ID without fail.

7. Ownership of Work Product. The Parties agree that all work product, information, or other materials created and developed by Independent Freelancer in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Earlyjobs. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a "work made for hire" within the definition of the Copyright Act of 1976, as amended, (the "Copyright Act") and that Earlyjobs. is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a "work made for hire" under the Copyright Act, then Independent Freelancer hereby assigns to Earlyjobs. all of Independent Freelancer's rights, title, and interest in and to the Work Product, including but not limited to all copyrights, publishing rights, and rights to use, reproduce, and otherwise exploit the Work Product in any formats, media, or all channels, whether now known or hereafter created.

8. On-Boarding / Session Timings / Leave:

a. As a part of the successful onboarding of the Independent Freelancer with Earlyjobs, he/she has to conduct TWO DEMO Hiring for a fair evaluation of the expertise of the Independent Freelancer.

b. The Independent Freelancer shall disclose to the Client the available timings of him/her

c. for offering the services at the time of Onboarding itself and shall abide by the same timings indue course.

9. Non-Compete. Independent Freelancer agrees and covenants that during the term of this Agreement, and for a period of 11 months following the termination of this Agreement, Independent Freelancer will not, directly or indirectly, perform or engage in the same or similar activities as were performed for Earlyjobs. for any business that is directly or indirectly in completion with Earlyjobs.

10. Non-Solicit. Independent Freelancer agrees and covenants that for a period of 11 months following the termination of this Agreement, Independent Freelancer will not, directly or indirectly, solicit any officer, director or employee, or any customer, Earlyjobs, supplier or vendor of. for the purpose of inducing such party to terminate its relationship with Earlyjobsin favour of an Independent Freelancer or another business directly or indirectly in competition with Earlyjobs

11. Mutual Representations and Warranties. Both Earlyjobs and Independent Freelancerrepresent and warrant that each Party has full power, authority, and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

12. Independent Freelancer Representation and Warranties. Independent Freelancer represents and warrants that it has all the necessary licenses, permits, and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Earlyjobs's guidelines and specifications and with the standard of care prevailing in the industry.

13. Indemnification. The Independent Freelancer shall indemnify and hold harmless Earlyjobs from any damages, claims, liabilities, loss, and expenses, including reasonable attorney's fees, arising out of any act or omission of Independent Freelancer in performing the Services or the breach of any provision of this Agreement by Independent Freelancer.

14. **Governing Law.** The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Karnataka, without regarding its conflicts of law provisions.

15. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the Indian Arbitration Law.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements of the Parties.

18. **Amendments.** Earlyjobs has complete authority to modify or amend this Agreement from time to time for mutual benefit and it will be binding by both Parties.

19. **Notices.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

20. **Waiver.** Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. A waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

21. **Further Assurances.** At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

22. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal, or unenforceable parts had not been included in this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

With Best Wishes ,

Early Jobs- Victaman Enterprises

For VICTAMAN SERVICES PVT LTD

A handwritten signature in blue ink that reads "Saurav Kumar".

Authorised Signatory

Authorized Signatory,  
Bangalore

A large, faint watermark of the EarlyJobs logo is centered on the page. It consists of the word "Early" in orange and "Jobs" in grey, with a light orange square frame around the "Jobs" part.