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# Novare Talent – Terms & Conditions (Unified: Candidates & Clients)

## 1. Definitions

- “**Novare Talent**” refers to the company operated under the name Novare Talent Pvt Ltd, its subsidiaries, and authorized representatives.
- “**Candidate**” refers to any individual seeking placement, opportunities, or introductions through Novare Talent.
- “**Client**” refers to any company, organization, or employer engaging Novare Talent for talent sourcing, recruitment, or introductions.
- “**Placement**” means a confirmed employment, engagement, or consulting arrangement between Candidate and Client facilitated by Novare Talent.

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## 2. Scope of Services

Novare Talent provides candidate sourcing, introductions, and talent placement facilitation. It does not guarantee employment, performance, or suitability of either party.  
All services are conducted in good faith based on information shared by both parties.

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## 3. Fee Structure

- **For Clients:** A success fee of **X% (as mutually agreed)** of the Candidate’s annual fixed in-hand salary becomes payable upon successful joining.
- **For Candidates:** A service fee of **Y% (as mutually agreed)** of the Candidate’s annual in-hand fixed salary is payable within 3 months of joining.
- **For Products/Tools:** A fixed payment per job opportunity opened/closed or a monthly fee can be charged for products built or launched by Novare Talent
- Any deviation must be approved in writing by Novare Talent’s authorized signatory.

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## 4. Payment Terms

- All invoices are due within **30 days** of issuance.
  - Delayed payments attract **interest at 2% per month** or as per mutually signed agreement.
  - Fees are non-refundable except as explicitly stated in the Refund Policy.
  - All fees are exclusive of applicable taxes (GST or others).
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## 5. Confidentiality

Both Client and Candidate shall treat all introductions, contacts, and communications made by Novare Talent as confidential and shall not share or circulate such information without prior written consent.

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## 6. Non-Circumvention

Neither the Client nor the Candidate shall bypass or engage directly with the other party introduced by Novare Talent without Novare's written consent for a period of **12 months** from the introduction date. If breached, Novare Talent reserves the right to charge the full agreed fee plus **50% additional penalty**.

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## 7. Liability

Novare Talent acts as an intermediary and shall not be liable for:

- The conduct, actions, or performance of Candidates post-hiring.
- Decisions made by Clients or Candidates based on provided information.
- Any consequential, indirect, or incidental damages arising from the engagement.

Novare Talent's liability, under all circumstances, shall not exceed the total amount of the fee paid for that particular transaction.

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## 8. Candidate Representations

Candidates must:

- Provide accurate and truthful information.
- Notify Novare Talent upon receiving or accepting an offer through Novare's introduction.
- Not share confidential company data, offers, or internal discussions outside authorized channels.

False representation or non-disclosure shall render any agreement void and may invite indemnity.

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## 9. Client Obligations

Clients must:

- Notify Novare Talent within 24 hours of extending or accepting an offer to a Candidate introduced by Novare.
  - Refrain from sharing or forwarding Candidate details to third parties or sister companies without consent.
  - Pay the agreed success fee as per the signed agreement.
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## 10. Termination

- Either party may terminate engagement by providing **30 days' written notice**.
  - Ongoing or completed introductions before termination remain billable.
  - Termination shall not cancel obligations or dues arising before the date of termination.
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## 11. Intellectual Property

All communication templates, assessment tools, or data shared by Novare Talent are its intellectual property and shall not be copied, reused, or redistributed.

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## 12. Governing Law & Dispute Resolution

This Agreement is governed by the laws of India.

Any disputes shall be resolved through arbitration in **Mumbai**, under the **Arbitration and Conciliation Act, 1996**. The decision of the arbitrator shall be final and binding.

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## 13. Acceptance

Use of Novare Talent's services by either Client or Candidate implies acceptance of these Terms and Conditions.

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## Confidentiality Disclaimer

All terms, including fee structures and percentages, are strictly confidential and shall not be disclosed to any third party without written consent from Novare Talent.

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