

This Agreement is made and entered into on this 25<sup>th</sup> day of June , 2025,

BY AND BETWEEN:

Ozarx HR Solutions, a partnership firm having its principal place of business at First Floor, Global Tech Park, Langford Road, Bengaluru, Karnataka – 560025, hereinafter referred to as the “First Party” or “Ozarx”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, representatives, and permitted assigns;

AND

Turight Technologies Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at Mysore, Karnataka, hereinafter referred to as the “Second Party” or “Turight”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, representatives, and permitted assigns.

The First Party and Second Party shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

## RECITALS

WHEREAS, Ozarx is engaged in the business of human resources consulting, recruitment, and staffing services, catering to clients across India and internationally;

AND WHEREAS, Turight is engaged in talent acquisition, training, sourcing, and recruitment operations, and possesses the required infrastructure, expertise, and manpower to fulfill recruitment assignments;

AND WHEREAS, the Parties desire to enter into a strategic collaboration whereby they shall jointly execute recruitment and training projects, with Ozarx providing client access and project opportunities and Turight undertaking sourcing, coordination, and delivery obligations, on mutually agreed commercial terms;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

## 1. PURPOSE AND SCOPE OF THE AGREEMENT

1.1 The objective of this Agreement is to formalize a collaborative working relationship between the Parties for the provision of recruitment and training services for various client organizations located within India and abroad.

1.2 Ozarx shall be primarily responsible for client acquisition, project onboarding, and defining role-specific requirements and deliverables for each hiring assignment.

1.3 Turight shall be responsible for candidate sourcing, preliminary screening, training (where applicable), and coordination, as well as providing dedicated human resources for project execution.

1.4 The Parties agree to work together in good faith, share relevant information as necessary, and align efforts for the successful execution of the projects on a per-assignment basis.

## 2. PROJECT-SPECIFIC OPERATIONS

2.1 A full-time staff shall be deployed by Turight and stationed at, or be made available to, Ozarx for the duration of active projects.

2.2 Turight shall manage and be solely responsible for the employment, remuneration, statutory compliance, and discipline of such personnel.

2.3 All client-specific instructions, documentation formats, and project guidelines will be provided by Ozarx, and Turight shall ensure adherence to the same.

### 3. COMMERCIALS AND REVENUE SHARING

3.1 Revenue generated from each project shall be shared as per a mutually agreed ratio, documented at the time of assignment initiation.

3.2 Ozarx shall make monthly payments to Turight based on the agreed revenue share and against proper invoices.

3.3 Payments shall be made within fifteen (15) days of receipt of valid invoice.

3.4 Applicable statutory taxes shall be handled in accordance with Indian tax laws.

### 4. NON-COMPETE AND NON-SOLICITATION

4.1 Turight shall not approach or provide similar services to any client introduced by Ozarx during the term of the Agreement and for 12 months thereafter.

4.2 Turight shall not solicit or hire employees of Ozarx without prior written consent for a period of 6 months after termination.

4.3 Breach of this clause will lead to termination and potential damages.

### 5. CONFIDENTIALITY

5.1 Each Party agrees to maintain confidentiality of all proprietary, technical, and commercial information received from the other Party.

5.2 Disclosure is permitted only on a need-to-know basis and under similar obligations of confidentiality.

5.3 This obligation shall survive the termination of the Agreement for two (2) years.

## 6. TERM AND TERMINATION

6.1 The Agreement shall remain in force for a period of one (1) year and shall renew automatically unless terminated.

6.2 Either Party may terminate this Agreement by giving 30 days' written notice.

6.3 Immediate termination is allowed in case of material breach, subject to a 15-day cure period.

6.4 All dues shall be settled within 30 days of termination.

## 7. INTELLECTUAL PROPERTY

7.1 Client-facing documentation and branding shall remain the property of Ozarx.

7.2 Jointly developed materials shall be used only within the scope of this collaboration.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by the laws of India.

8.2 Disputes shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996.

8.3 The seat and venue of arbitration shall be Bengaluru, Karnataka.

8.4 Courts at Bengaluru shall have exclusive jurisdiction.

## 9. MISCELLANEOUS

9.1 Any amendment to this Agreement must be in writing and signed by both Parties.

9.2 Neither Party shall assign its obligations without written consent of the other.

9.3 The Parties are independent contractors.

9.4 This document contains the entire understanding between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

For Ozarx HR Solutions

Signature: \_\_\_\_\_

Name: Shamseer Puthiyamaliyakkal

Designation: Chief Executive Officer

Date:

For Turight Technologies Pvt. Ltd.

Signature: \_\_\_\_\_

Name: Abbas

Designation:

Date: