

CANDIDATE RECRUITMENT AGREEMENT

This Agreement is entered and executed on this30th Day ofJune..... 2021 at Bhopal, Madhya Pradesh;

BY AND BETWEEN

M/s Sonho Private Limited, a company incorporated under the provisions of Companies Act, 2013, having its Corporate office at BNest, Bhopal Smart City, Natraj Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh-462023, through its Director Mr. Prityush Purwar (hereinafter referred to as “**NowIntern**” which expression shall unless it be repugnant to the context or meaning thereof mean and include their successors, representatives, assigns, promoters, etc.) of the **FIRST PART**;

AND

_____ Mrinal _____, d/o _____ Sanjeev Sahni _____, residing at B-12/210 Dev Niwas Sahni House, Sujanpur, distt Pathankot, Punjab, 145023 (hereinafter referred to as “**Candidate**”) of the **SECOND PART**.

NowIntern and Candidate shall be individually referred to as the “Party” and collectively as the “Parties”.

WHEREAS:

- NowIntern is a start-up offering a platform for Internships & Job Opportunities for the students and/or any individual seekers. NowIntern, aspire to connect inspiring talents searching for internships and jobs with the Companies. NowIntern is incorporated as M/s Sonho Private Limited, having registered office at Plot no. 13, Risaldar Colony, Chhola, Bhopal, Madhya Pradesh- 462001.
- Candidate is a person who is seeking work opportunity by availing services of NowIntern.
- Candidate approached NowIntern seeking to find an employment opportunity and by registration with NowIntern, agrees that NowIntern may its discretion utilize and disclose some of its information provided to the NowIntern in order to secure the Candidate an employment opportunity, all subject to the terms of this Agreement.
- NowIntern use their association and collaborations with the Companies/start-ups/incubation centers, social media (NowIntern App, Facebook, LinkedIn etc.) in order to secure a potential employment opportunity for the Candidate and by continuing to use the services of NowIntern, the Candidate allows NowIntern to do so.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and intending to be legally bound, the parties hereto, subject to the terms and conditions set forth herein, hereby agree as follows:

www.nowintern.in | info@nowintern.in | +91 75051 64779

   /Nowintern



1. DEFINITION AND INTERPRETATIONS

“**Company**” means any individual, firm or corporate body (which expression shall, where the context so admits, includes its successors and assigns) which engages NowIntern for services.

“**Engage**” / “**Engaged**”/ “**Engagement**” means, as the context shall require, the Candidate commencing work and thereafter working for the Company.

2. NOWINTERN OBLIGATIONS

- 2.1. NowIntern shall act as a facilitator to provide the job opportunities to the Candidates and will not be responsible after the Candidate once shortlisted by the respective Company.
- 2.2. NowIntern shall understand the complete requirement of the Candidates and facilitates the Candidate with job opportunity, as per the Candidates’ requirement.
- 2.3. NowIntern will organize Mentorship and training programme for the Candidates, to enable them to pass the interview.
- 2.4. NowIntern shall evaluate the Candidates’ profile and skills and discuss the assessment with the Candidate to assist them in learning and growing as a proficient resource.
- 2.5. After the assessment of relevant skills and in- house interview, NowIntern will send the shortlisted resumes of the Candidates to the Company for their review.
- 2.6. NowIntern shall provide the detailed information to the Candidate about the Company shortlisted the Candidate for the job interview and based on the Company’s input, NowIntern would arrange the interviews with the Company personnel.

3. CANDIDATES’ OBLIGATIONS

- 3.1. Candidate shall comply with all directions given to the Candidate by the NowIntern and faithfully observe all the rules, regulations, and arrangements applicable to Candidate.
- 3.2. Candidate shall inform NowIntern upon selection by a Company and Candidate shall share the offer letter within 3 (three) days of acceptance of the same with NowIntern.
- 3.3. Candidate shall behave themselves in a professional and appropriate manners at all times.



- 3.4. Unless specifically authorized in writing by the NowIntern, the Candidate agrees that he/she will not enter into any contract, agreement or arrangement with any person or entity that binds the NowIntern or creates any liability or obligation upon NowIntern, without obtaining a specific prior written permission from the NowIntern.
- 3.5. During the term of this Agreement and at all times thereafter, Candidate will not make any false, defamatory or disparaging statements about the NowIntern, or its employees, officers or directors of the NowIntern any that are reasonably likely to cause damage to any such entity or person.
- 3.6. Candidate shall, at all times, keep the NowIntern informed about any subsequent changes in the data and information pertaining to the Candidate which has been provided to NowIntern/Human Resources at the time of signing this Agreement such as residential address, family details, communication details or any other particulars relevant to the Candidate.
- 3.7. Candidate agrees and undertakes that the Candidate shall be bound by all the policies and procedures of the NowIntern (including those contained in the NowIntern Handbook, if any), as may be drafted, revised, amended and/ or updated from time to time by the NowIntern.

4. TERMINATION

- 4.1. The candidate shall not terminate the employment with the respective Employer prior to the period of one month commencing from the joining date of the candidate, otherwise will be liable for legal consequences.
- 4.2. In the event of breach of above said condition mentioned in 4.1, Candidate shall be liable to pay fine of Rs. Twenty Thousand Only immediately and in case of non payment will be liable of civil action under the prevailing law related to contracts.

5. CONSIDERATION

- 5.1. Candidate agrees to pay to NowIntern the following consideration for the services set forth herein:

50% of the 1st month salary of the Candidate to be paid within 2 days of receipt of salary which shall amounts to INR 12,500(Twelve Thousand Five Hundred) only to NowIntern.



6. CONFIDENTIAL INFORMATION

- 6.1. In this Agreement unless the context otherwise requires or admits, in addition to the definitions elsewhere contained, **Confidential Information** shall mean the following classes of information:
- 6.1.1. the terms and conditions of this Agreement, the existence of the discussions between the Parties and the content of such discussions;
- 6.1.2. all information of whatever nature and in whatever form which has been or may be furnished by or on behalf of the NowIntern or any of its or their officers, employees, agents or advisers to the Candidate for any purpose whatsoever or for the purposes of this Agreement;
- 6.2. **The Candidate shall hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to their Company (Employer) or to any Person or Competitor of the NowIntern/ Affiliates;** except as may be necessary to perform the obligations required under this Agreement or as may be required by law, or remove any Confidential Information, in whole or in part, from the premises, without the NowIntern prior written permission.
- 6.3. The Candidate understands that in case of breach of the confidentiality obligations prescribed under this Agreement by the Candidate, the NowIntern shall be entitled to damages and compensation for the loss suffered by the NowIntern and shall attract legal penalties. The Candidate's obligations of Confidentiality as provided for under this Clause shall survive the termination of this Agreement.

7. REPRESENTATION AND COVENANTS

- 7.1. Candidate has been provided a copy of the Agreement for review prior to signing it and that he/she has signed it subsequent to his/her review and after understanding the terms and conditions;
- 7.2. Candidate shall abide by the terms of this Agreement and the respective laws in the Republic of India while exercising his/her obligations under this Agreement;
- 7.3. Candidate is legally entitled (above age of 18 years) to enter into this Agreement and that Candidate has executed this Agreement of his/her own free will and without relying upon any statements made by the NowIntern or any of its representatives, agents or employees;



8. MISCELLANEOUS

- 8.1. **Entire Agreement:** This Agreement contains all the terms and conditions agreed on by the Parties with respect to the subject matter herein and supersedes any previous agreements or arrangements, whether written or oral, between the Parties.
- 8.2. **Modification:** This Agreement shall be modified or changed only by a written instrument signed by both Parties.
- 8.3. **Waiver:** No failure or delay on the part of either Party relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either Party, at law or in equity.
- 8.4. **Severability:** If any part, term, or provision of this Agreement shall be found to be invalid, illegal, unenforceable, or in conflict with any valid controlling law, by a judicial or quasi-judicial body having competent jurisdiction, such term or provision shall be separated from this Agreement and such invalidity, illegality or unenforceability shall not affect any other term or provision hereof and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held invalid, illegal, or unenforceable, had never been contained herein. However, if the severance of a provision affects a Party's rights, the severance does not deprive that Party of its available remedies, including the right to terminate this Agreement.
- 8.5. **Assignment:** The Candidate shall in no case assign its interest and obligations.
- 8.6. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Agreement and all the disputes pertaining to the said agreement will be subjected to the jurisdiction of District Court of Bhopal.
- 8.7. **Survival:** Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination.



8.8. **Parties to Act with Due Diligence:** The Parties hereto shall dutifully perform all covenants of this Agreement in letter and spirit and shall otherwise act with due diligence and in good faith.

8.9. **Disclosure by Parties:** The Parties hereto state and affirm that they have, prior to and at the time of entering into this Agreement, made full disclosure of all material circumstances and information known to it respecting the subject matter of the Agreement and transaction which would be likely to influence the conduct or decision of the other Party.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written:

SONHO PRIVATE LIMITED

By: _____
(Authorised Signatory)



Mrinal

Mrinal