

AGREEMENT for EFOS Edumarketers to Appoint EFOS.in Points



This Agreement is entered into by and between

EFOS EDUMARKETERS PVT LTD, a Company incorporated under the Indian Companies Act, 1956 having its **Registered Office** at 1103,Citadel Eldeco Green Meadows Sec-Pi,Gr.Noida U.P. and **Corporate Office** – A147 Sector P3 Greater Noida , represented by its authorized signatory **Sachin Jain** , hereinafter referred to as ‘EFOS.in’ (which expression shall include, unless repugnant to the context, its successors and permitted assigns etc.,) of the one part;

And **A Company** , with name **SS PLACEMENT HUB PRIVATE LIMITED**

Address Located At 205 Maltikunj Near Elite Churaha Jhansi Uttar Pradesh 284002 represented by its authorized signatory Er. Vikas Tiwari . , hereinafter referred to as “**EFOS.in Point**” (which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors or assigns) of the Other Part.

Whereas In consideration of the foregoing, the parties hereto are desirous of entering into this agreement to record the understanding, terms, and conditions thereof as hereinafter appearing.

Now, therefore, it is hereby agreed by and between the parties as follows:

1. Definitions

- “Confidential Information” means any information or data, in any form or storage medium whatsoever, of a scientific, technical, financial, operational or commercial nature in relation to Candidates of Marketing Partner specifically or any of its affiliates generally, that may be Provided by EFOS to EFOS Point under this Agreement on a restricted and Confidential basis.
- “Opportunities” refers to various openings in jobs/admission/scholarships/internships and other programs for which EFOS.in is looking candidates.
- “Client” refers to company/institute/scheme/department for which EFOS.in is sourcing candidates for various opportunities.
- “Candidates” (i.e. youth which is looking for opportunities for job, admission, skill course, online course, self employment , certifications etc)
- “Referral” means any candidate referred by EFOS.in point for any open opportunity on EFOS.in

This agreement is valid for 3 years from date of signing. If any partner is non-operational or inactive for moer than 3 months , this agreement will be cancelled.

- “Successful Referral” means the candidate is eligible, has cleared the selection (or admission/interview) process of program (or opportunity) provider, has provided valid documentation

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in support of the same, has completed the formalities like (in case of training/education paid the fees / in case of jobs complete certain time period/ in case of skill development not dropped out during training etc wherever applicable).

- “Intellectual Property” refers to the ownership of any copyright, idea, design, trademark and Business model by “EFOS.in”
- “EFOS SPOC” refers to a person dedicated to engage with EFOS.in point at any given time. All the communication via EFOS.in will be via EFOS SPOC.
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- “EFOS.in Network” means EFOS portal (online platform) and EFOS offline network of reachout partners.

Partner Staus	Opportunity	Partner Profile
EFOS.in Point	<p style="text-align: center;">Multiple in a district</p> <p>No 2 points within 5 km radius for Metro Cities/ 10 km radius for others.</p>	<ul style="list-style-type: none"> • Local entrepreneur who is into IT services, education, training, placements, citizen services etc. • A fixed establishment and regular working hours such as office/ coaching centre/ cyber café/ banking service /English speaking institute/training centers/skill development centers etc. • Placement Agencies, Admission Agencies working in the local area, if they aligned with EFOS.in vision/mission.

2. EFOS.in Obligations & Right

- EFOS.in network will share about various programs (or opportunities) to youth relevant to their interest areas such as regular Education, Certificate courses, Professional training, Skill development programs, Industry Job and internship opportunities, scholarship and more. These programs (or opportunities) will be provided/ offered by the range of clients including both government and private sector initiatives and entities.
- EFOS.in shall be responsible for ensuring the verification of the programs-opportunities offered on its platforms by clients on its platform. EFOS will do the necessary verification prior to any postings on its platform for EFOS Point to mobilise candidates.
- EFOS.in shall verify the each candidate profile once he/she registers on the portal. Only after the candidate profile is complete and verified, it will be considered for EFOS referral to programs by clients on the platform. EFOS.in has the full ownership for all its “Intellectual property”.

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3. EFOS.in Point’s Obligations & Rights

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1. In terms of this Agreement, **EFOS.in Point** is responsible for
 - a. **Reaching out** to the youth (students, candidates) in its local area
 - b. **Motivating**/handholding them to register on EFOS.in portal
 - c. To market and source the students-candidates for the various Programs (or opportunities) which are offered by the clients(mentioned in definitions 1.2 above) for successful closures.
 - d. EFOS.in shall non-exclusively refer-source the students and candidates from **EFOS.in Point** for various Programs (opportunities) by clients on its platform.
2. **EFOS.in Point** will ensure the candidate profile completion on EFOS portal, will support EFOS in completion of candidate profile verification process completion on platform.
3. **Commission:** EFOS.in Point shall receive the Commission with the rate as mentioned in the Annexures given on time to time on all candidates who are referred by EFOS Point on EFOS network and successfully selected by the clients on EFOS platform for the respective programs as mentioned. The payment will be exclusive of all taxes (taxes will be paid extra as per govt norms and TDS will also be deducted as per govt norms) .
4. EFOS Point shall use any of the intellectual property only after getting written consent from EFOS. EFOS.in Point will only be responsible for any case of indemnification if done without written consent from EFOS.in. EFOS.in will not be liable for the same.

5. Payment Terms, Bill Rates, and Fees

1. EFOS.in Point login account (xls sheet shared) will have details on each opportunity referral amount and terms & condition for the Successful Referral.
2. On last day of each month bill will be generated by the EFOS.in team. EFOS point needs to accept that and that will be cleared within 20days after the generation of bill by EFOS.in Point.

7. Term and Termination

- Any termination will require mutual discussion and agreement on the termination terms and conditions.
- Both parties shall have the right to terminate this Agreement with or without any cause by giving the other party a minimum notice of 30 days. In the event of early termination of this Agreement, the obligation of the EFOS under this Agreement shall continue to the extent that a activities (i.e. payments due for successful closures) commenced prior to such event shall continue to the end of the normal process thereof.

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- Upon termination of this Agreement, EFOS.in Point shall forthwith cease and desist from using the

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Intellectual Property of the EFOS.in.

- At the time of Termination EFOS.in is bound to give payment of “Successful Referral” by the end of the agreement as per the agreement policies. All the students referred by EFOS.in point will be transferred to EFOS.in main account and EFOS.in will not be liable to pay for any closure after termination of the agreement.
 - EFOS.in has all the right to open any EFOS.in point in that area after termination of the agreement. EFOS.in has all the rights to assign the EFOS.in point candidates to other Existing or New Point so that candidates can avail all the services.
 - This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
 - The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
3. **Indemnify** - Each Party agrees and undertakes to indemnify and keep indemnified the other, its directors, employees and representatives against any dispute, demands, liabilities, penalties, proceedings, claims, losses, charges and expenses incurred or suffered as a result of any act including negligence, carelessness, mischievousness, criminal act, omission, commission or lapse by it or any of its worker/supervisor and assigned employee. This Indemnity shall remain in full force and effect notwithstanding any termination of this Agreement.
- Each Party shall indemnify and keep indemnified the other, its directors, officers and employees from and against all claims, demands, liabilities, actions, suits and proceedings, whatsoever that may be brought or made against by or on behalf of any person, body, authority whatsoever and all penalties, losses, damages, costs, charges and expenses (including solicitors' and advocates' fees).
 - In addition all other liabilities, of any nature whatsoever which either Party may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance by the other of any terms and conditions of this Agreement or any applicable SoW and/or as a result of (i) damage to the Property including any damage to the property of including those of the customers (ii) personal injury and/or death suffered by any of its personnel or third party and (iii) breach of any law or statutory enactment applicable to this Agreement or any applicable SoW. This Indemnity shall remain in full force and effect notwithstanding any termination of this Agreement or any applicable SoW.

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- Each Party will hold the other and each of the Indemnified Persons and indemnify each Indemnified

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Person harmless in respect of all losses, damage, costs, expenses and liabilities (including legal fees) incurred by or awarded against an Indemnified Person in connection with any proceedings, claim or action against an Indemnified Person resulting from a breach by the party in breach

4. Confidential Information Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of BetterPlace's confidential information will be imputed to Partner as a result of Assigned Employees' access to such information.

5. Other terms & Conditions

- EFOS.in Point will be associated with each of the candidate successfully registered and approved (i.e. verified) on EFOS.in portal for the purpose of identification, regular offline support and reach out to candidate and commission sharing as per annexures.
- In case of a duplicity (i.e. a candidate registered twice by same or different EFOS.in Point/EFOS.in Cell/EFOS.in Centre/EFOS.in Mitra) EFOS.in will upheld/approve the first to register as the valid one. EFOS.in decision on this will be final.
- EFOS.in Point will have access to list of candidates registered on EFOS.in portal through them, opportunities available for candidates, leads processing status, commission earned and payment status under their LOGIN on EFOS.in portal.
- EFOS.in has all copyright on all database, content or any other intellectual proprietary created during the process/execution of this agreement.
- EFOS.in as well as EFOS.in Point, shall never indulge in or encourage carrying out, directly or indirectly, any activities otherwise not permissible under the prevailing laws of any statute. In the case of such an event, the concerned party will be individually responsible.
- The liability of EFOS.in towards the EFOS.in Point will be limited to the extent of the Fee/commission earned by the EFOS.in through the EFOS Point.
- This Agreement shall in all respects be governed by and construed in accordance with the laws of India and the competent courts at NOIDA shall have exclusive jurisdiction in relation thereto.
- No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- Any notice or other communication will be deemed to be properly given only when sent via the Indian Postal Service or a nationally recognized courier, addressed to register office as shown on the first page of this Agreement.

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- Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

6. **Cooperation** The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

7. In no case any representative of EFOS.in point can take money from the candidates on the name of opportunities provided by EFOS.in. In case of found guilty agreement will be terminated and a legal action will be taken by EFOS.in legal team.

8. **Legal** - At any point no EFOS.in employee can demand illegal money from the EFOS.in point on the name of selection of candidate for any opportunity. If any of such incident happen please report it to legal@efos.in and appropriate action will be taken against such incidents.

IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE
DAY AND FIRST ABOVE WRITTEN.

EFOS Point	For EFOS edumarketers Pvt. Ltd.
<p>Name: Er. Vikas Tiwari</p> <p>Designation: Founder</p> <p>Phone : 8756961908</p> <p>Email: ssplacmenthub508@gmail.com</p> <p>Location: Jhansi UP</p>	<p>Name: Sachin Jain</p> <p>Designation: CEO</p> <p>Phone Number : 8744050874</p> <p>Email: sachin@efos.in</p> <p>Location: Noida</p> <p>Efos Edumarketers Pvt. Ltd.</p> <p> Director</p>

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