
SERVICE AGREEMENT – RECRUITMENT

HR WAYS and Design Yield

SERVICE AGREEMENT

This AGREEMENT is made on 9/19/2024 between **HR Ways and Design Yield.**

WHEREAS

Purpose of Agreement:

Design Yield obtaining HR Recruitment Services from **HR Ways** for Placement of

Critical Positions:

1. Responsibilities of HR Ways

- a. **HR Ways** will present validate profiles of at least five shortlisted candidates against shared requirements
- b. Any position requirement shared will be facilitated with batch within 3 to 4 Working days
- c. **HR Ways** will be able to provide additional support in interview scheduling, reminder calls, salary negotiations, reference checks & pay slip verification

2. Responsibilities of Design Yield:

- a. **Design Yield** must share proper requirements with **HR Ways** when starting such as actual salary budget, benefits & job description. Design Yield shall also ensure that against a given position, requirements shall not gradually update as it leads to delay in closing position.
- b. **Design Yield** must fill a requirement form with actual requirements to begin candidate hunt. If the requirements change over time – Design Yield must timely update **HR Ways** either on Whatsapp Group or email.
- c. **Design Yield** is responsible to convey approval of shortlisted candidates **WITHIN 3 working Days** to enable meeting with interview schedules to team **HR Ways** against every batch.
- d. If **Design Yield** selects a candidate presented by **HR Ways** for hiring, Design Yield must loop in **HR Ways** when placing offers. This can be done by engaging **HR Ways** in the negotiation process or forwarding a copy of the letter to **HR Ways**.
- e. **Design Yield** is required to maintain complete confidentiality of candidate(s) information presented by HR Ways. This may be made possible by restricting the resume to the position of immediate supervision and decision.
- f. It is discouraged to transfer shared resources/batches shared by **HR Ways** to other companies without permit from **HR Ways**.

- g. If **Design Yield** decides to engage **HR Ways**' introduced resource for Part time/Project based Employment, all offers shall be made keeping in loop **HR Ways**. **Design Yield** Shall pay the mutually agreed payment terms.

3. Engaging Dual Agencies

HR Ways does not require exclusivity however following scenarios are required to agree for both parties to proceed:

- a. Any position that is assigned to **HR Ways** shall not be assigned to another recruitment agency or vice versa at the same time. This results in duplication of candidates and loss of efforts of either agency.
- b. **Design Yield** is unsatisfied with **HR Ways**' performance over the assigned position, they must provide feedback to the team & may engage another Agency at that time when **HR Ways** has been stopped from working.
- c. **Design Yield** can continue to engage multiple agencies at times. They must however only assign **HR Ways** the position that they are working dedicatedly.

4. Internal Hiring & Uncertain positions:

- a. It is strongly discouraged to engage **HR Ways** for positions that **Design Yield** is also advertising on platforms or interviewing through its own resources.
- b. Recruitment company's time & effort shall be utilized after **Design Yield** is certain that they're not finding relevant resources from their own pool or in due time
- c. If **Design Yield** is unsatisfied with **HR Ways** performance, they can give feedback & pause hiring to start internal hiring. However, doing both simultaneously is not recommended.
- d. **Design Yield** shall only assign positions to **HR Ways** that they are certain for hiring. Positions that are not confirmed or are not a priority to hire at the moment shall not be passed on to **HR Ways** to conserve efforts of both parties.
- e. **Design Yield** shall responsibly assign positions to **HR Ways** coming from clients after ensuring their urgency & requirements. **Design Yield** should not send positions to **HR Ways** if they're unsure about the client requirement & need to hire.

5. Duplication of Candidates:

- a. Duplication Refers to candidates that **Design Yield** has received from any alternate source (i.e. other recruitment agency, advertised sources or reference) and also presented in the batch of **HR Ways**.
- b. If the candidate presented by **HR Ways** has been scheduled for an interview with **Design Yield**, before presenting in the batch then **HR Ways** will drop the candidate. This will be amicably resolved **Design Yield** providing screenshot/details of interviews.
- c. If the candidate in duplication exists in Database but has not been called for interview or has been interviewed in past by rejected (and can now be reconsidered) by **Design Yield**, it will be considered as lead of **HR Ways**.
- d. If a candidate has been interviewed in the past by **Design Yield** and not selected/declined the offer & now presented by **HR Ways** in recent batch, shall be considered as a new lead by **Design Yield** as **HR Ways** put effort to bring him back to the interview desk
- e. Recruitment Fee is liable on **Design Yield** if **HR Ways** presents a candidate in one of its batches who is rejected/not considered/declines offer at this moment but is being hired in next 12 months for the same or any other position. In this case, **Design Yield** should duly keep **HR Ways** in loop while reaching their candidates.
- f. There is a likelihood that candidates will apply through **Design Yield**'s portals and LinkedIn channels 3-5 working days before **HR Ways** adds them in the batch and as **HR Ways** encourages candidates to explore all company platforms for **Design Yield**'s employer branding. **HR Ways**, unlike other agencies, does not hide any company details from candidates.

6. Payment Terms:

- a. **Design Yield** pay **HR Ways** agreed paying 100% of First Gross Salary of Candidate as Service Charges
- b. Any payment calculation is done based on Gross Salary of candidate
- c. **HR Ways** may introduce an advance fee for upcoming recruitment assignments only if **Design Yield** will put batches on hold frequently resulting in loss of resources, time & energy of **HR Ways**.

- d. Invoice will be shared within 5 days of joining of candidates and shall be cleared within 5 days of issuing of Invoice.
- e. Once the candidate has been officially appointed and both parties have signed the offer letter and employment contract, Design Yield is obligated to fulfill the agreed-upon payment terms. **This obligation remains regardless of any circumstances such as company downsizing, layoff, or operations shutdown.**

f. Income TAX Withhold

HR Ways is registered in ITES category u/s 153 1 (b) and is subjected to 4% WTH Tax. Where there is Tax applicable, **Design Yield** will hold 4% WTH Tax against however must share Tax Challan (CPR) with **HR Ways** after paying invoice within 5 days.

g. Sale Tax (SRB)

HRWAYS is registered as PVT limited, and shall issue invoices with 15% sales tax. You are requested to choose between the options which suits your preference. Our Sale tax Tariff is 9815.9000: Other Consultants Including Tax Consultants, Human Resources And Personnel Development Consultants

Option A:

HRWAYS is PVT LTD and registered at SRB as well. We invoice you with 15% Sale Tax. (f and g apply)

Option B: (Tax Free Remittance)

Sale tax will be waived if payment is received by **Remittance Mode** with International Wire, REMITLY, Azimo or any remittance source at PVT LTD banks or corporate USD, AED, GBP & other currency accounts (made via Payoneer). Here is [the complete list of options](#) available. Please review all tabs for all possible ways in which you can pay us.

Option B (1) if Design Yield is interested in the option of paying through Transferwise, HRWAYS shall share International Invoices and bank details of their Principal Company

- We required VAT #, Address and Full Company name if Design Yield goes for Option B (1)
- We required NTN & SST # number in case if **Design Yield** goes with Option A

Select or BOLD the option

Option A Option B Option B (1)

For Query you can contact Admin or Accounts POC (Point of Contact), settling or orientation of payment options. [email: admin@hrways.co](mailto:admin@hrways.co)

HRWAYS is not responsible for covering any international taxes, VAT, or withholding fees. These financial obligations must be assumed and handled by the Design Yield company.

7. Replacement:

- a. **HR Ways** will provide free of cost replacement if candidate resigns within 90 Days of Joining or **Design Yield** Terminates them due to following reasons.
- b. Design Yield has the right to terminate employees due to non- performance, attitude and aptitude problems however, **Design Yield** must update **HR Ways** if they feel behavioral and performance based issues in the provided candidate. If a warning is being shared to a candidate, **Design Yield** can update by forwarding email to HR Ways. Reasons for termination must be shared & clear.
- c. **HR Ways will not share replacement or adjust paid amount in case termination due to downsizing, layoff, organizational restructuring or change of project status or if the position is dissolved (no longer needed in company)**
- d. **HR Ways** will share a batch against the replacement position within 3 working days of **Design Yield** requesting it. All replacement positions will be considered as priority.
- e. Replacement will be provided on the **Same Position**. If **Design Yield** Terminates the employee/employee resigns, they can utilize the paid amount against the same Position for up to 12 Months.
- f. If **Design Yield** did not request replacement (take interviews, request batches) within 12 Months of position gone in reversal, the amount will go to vain. This means that if **Design Yield** is not hiring for replacement right now, they can do it within the next 12 months & the amount will remain as credit **with HR Ways**. After 12 months, replacement of said position will not be valid.
- g. Only in selected cases based on the situation, the amount paid against one position can be adjusted in the amount due for another position. This is not an offered option however may be explored according to case.
- h. **HR Ways** is not responsible for any refund of the replacement of a candidate if **Design Yield** fills the position with an internal candidate or from any other consultancy firm or does not hire replacement provided by **HR Ways**.
- i. **HR Ways** will however reimburse/refund the amount in case subsequent batches have been provided and **Design Yield** feels lack of quality in those.

8. Guarantee

- a. **HRWAYS** and **Design Yield** shall comply with any and all Federal or state regulations, ordinances and or statutory rules in the performance of the Services.(payment point)
- b. If **Design Yield** hires any candidate introduced by **HR Ways** full time within the period of one year, **Design Yield** will pay 100% of First Gross Salary to **HR Ways**
- c. If **Design Yield** hires any candidate introduced by **HR Ways** part time or project based within the period of one year, **Design Yield** will pay decided recruitment fee to agency

Governing Law

This Agreement shall be governed in accordance with the Laws of Pakistan.

Notices

Any notice concerning this Agreement shall be in writing and shall be delivered by hand or by recognized overnight courier service, or by registered or certified mail (return receipt requested).

Notice in accordance with this clause shall be deemed to occur upon receipt.

Notices shall be delivered or sent to a Party's respective address as set forth below or to such other address as a Party may establish by written request.

Address for **HR WAYS**: Office no A 1005 and A 1006 10th floor, Fortune Towers, Plot no 43/1 A, PECHS block 6, Karachi, Pakistan

Address for **Design Yield**: _____

IN WITNESS WHEREOF, the parties intending to be bound have caused this Service Agreement to be executed by their duly authorized representatives on the dates indicated below.

Design Yield

HR WAYS

Signature

Urooj

Signature
Urooj Bilal

Name

Name

Operations Manager

Designation

Designation

CNIC No.

CNIC No

Signature

Signature

Name

Name

CNIC No.

CNIC No

Designation

Designation