ACCOUNTING BABA · FINANCE & ACCOUNTING RECRUITMENT

Terms of Business for Permanent Recruitment Services

Applies to: Clients hiring in India **Version:** 2.0 **Effective:** 21 October 2026

Key Commercial Terms at a Glance

Professional fee	8.33% of the Candidate's Annual CTC (equivalent to one month's CTC), plus GST
Service charge (upfront)	₹5,000 per job opening, inclusive of GST, paid before work begins and adjusted against the professional fee
If not closed in 30 days	50% of the service charge is returned (Clause 4.6)
Balance of the fee	Within 10 days of the Candidate's Start Date
Invoice currency	Indian Rupees (INR)
Replacement guarantee	90 days from the Start Date, one replacement at no additional cost
Candidate ownership	12 months from the date of Introduction

1. Parties, Definitions and Acceptance

1.1 These Terms of Business (**"Terms"**) are issued by **Hopeberry Retail Private Limited** (CIN U01100GJ2017PTC099935), having its registered office at 319, Avalon – The Business Hub, Katargam, Surat, Gujarat, India, trading as **Accounting Baba** (**"Accounting Baba"**, "we", "us").

1.2 In these Terms:

- **"Client"** means the organisation to which a Candidate is Introduced, together with its group, parent, subsidiary and associated companies.
- **"Candidate"** means any person Introduced by Accounting Baba to the Client.
- **"Introduction"** means the Client's receipt from Accounting Baba of a Candidate's CV, profile or identifying details, or an interview arranged by Accounting Baba, in any form. "Introduced" is construed accordingly.
- **"Engagement"** means the employment or engagement of a Candidate by the Client in any capacity, whether permanent, fixed-term, part-time, as a consultant or contractor, or through any third party.
- **"Start Date"** means the date on which the Candidate commences the Engagement.

1.3 These Terms are deemed accepted by the Client upon the earliest of: paying a Service Charge, including through the Accounting Baba hiring portal (accountingbaba.com/portal); submitting a hiring requirement to Accounting Baba; receiving an Introduction; or interviewing a Candidate. They apply in place of any other terms unless varied in writing and signed by both parties.

2. Our Services

2.1 Based on the Client's requirement, Accounting Baba will identify suitable Candidates through one or more of: advertising, search of our in-house talent database, and direct headhunting.

2.2 Candidates are screened through telephonic and/or online technical and behavioural assessments and reviewed by our in-house Chartered Accountant and HR team before being shortlisted to the Client.

2.3 We coordinate video or in-person interviews with the Candidates the Client selects and, with the Candidate's consent, conduct pre-offer verification, which may include education, references, previous compensation and a psychometric assessment.

2.4 We provide support in offer discussions between the Client and the selected Candidate. We do not provide legal, tax or immigration advice.

2.5 Our services are provided on a non-exclusive basis. We aim to share the first shortlist within 7 working days of receiving the Service Charge. While we apply our best professional efforts, we do not guarantee that a suitable Candidate will be found or hired within any particular period.

3. Client Responsibilities

3.1 The Client will provide a clear job description and hiring criteria for each position, and nominate an authorised contact person for day-to-day coordination.

3.2 The Client will provide timely feedback on profiles shared and on interviews conducted, to keep the process moving and Candidates engaged.

3.3 The Client will inform Accounting Baba in writing, without delay, when an offer is made to or accepted by a Candidate, and share the complete compensation breakup for invoicing purposes. This information will be kept strictly confidential.

3.4 The Client is solely responsible for the terms of employment, work permits, visas and compliance with employment laws applicable in its jurisdiction.

3.5 All requirements, instructions and material communications shall be made in writing, including by email.

4. Professional Fees

4.1 On the Engagement of a Candidate, the Client shall pay a professional fee of **8.33% of the Candidate's Annual Compensation** (equivalent to one month's CTC), plus GST at the applicable rate (currently 18%).

4.2 **"Annual Compensation"** means the Candidate's total guaranteed first-year cost to the Client, including basic salary, housing and other fixed allowances, travel and vehicle-related benefits, medical benefits, retirement contributions and any guaranteed or sign-on bonus. It excludes discretionary or variable components such as performance incentives, commissions and ex-gratia payments.

4.3 For part-time or fixed-term Engagements, the fee is calculated on the full-time annualised equivalent of the compensation offered. If the Client does not disclose the compensation, Accounting Baba may calculate the fee on a reasonable estimate based on prevailing market rates for the role.

4.4 **Service Charge.** Before work begins on a position, the Client pays a service charge of **₹5,000 per job opening, inclusive of GST** (the **"Service Charge"**), through the hiring portal or as invoiced. Work on an opening starts once its Service Charge is received.

4.5 When a Candidate joins, the Service Charge paid for that opening is adjusted against the professional fee, and the balance is payable under Clause 5. The professional fee is earned on the Candidate's Start Date.

4.6 **50% return.** If Accounting Baba does not close an opening within 30 days of receiving its Service Charge, 50% of that Service Charge is returned to the Client. An opening is closed when a Candidate Introduced by Accounting Baba accepts the Client's offer. The return does not apply where, during those 30 days:

- the Client cancels the opening or puts it on hold;
- the Client materially changes the role, salary budget or location after the requirement is submitted (the 30 days then restart from the date of the change);
- the Client does not give feedback on shared profiles or interviews within 5 working days; or
- the Client declines every profile shared without giving written reasons.

4.7 Apart from Clause 4.6, the Service Charge is not refundable, including where the Client cancels the opening, puts it on hold, or fills it through another source.

5. Invoicing and Payment

5.1 Accounting Baba will raise its invoice for the balance of the professional fee (after adjusting the Service Charge) on or after the Candidate's Start Date. Payment is due **within 10 days of the Start Date**.

5.2 Invoices are issued in Indian Rupees (INR) and carry GST as applicable. The Client shall share its GSTIN and billing details for the tax invoice.

5.3 Payment shall be made by bank transfer or another method stated on the invoice, to the account of Hopeberry Retail Private Limited. The Service Charge may also be paid online through the hiring portal.

5.4 Where the Client deducts tax at source (TDS), it shall deposit the tax on time and issue the TDS certificate (Form 16A) to Accounting Baba within the statutory period.

5.5 Any query on an invoice must be raised in writing within 7 days of its receipt; otherwise the invoice is deemed accepted. Overdue amounts attract interest at 1.5% per month from the due date until payment is received in full.

6. Candidate Ownership and Introduction Fee

6.1 If the Client engages any Candidate within **12 months** of the Introduction, in the position discussed or in any other position, the fee under Clause 4 is payable in full. This applies whether the Candidate is engaged directly or through any other source.

6.2 If a Candidate Introduced by us is already known to the Client (for example, through the Client's own active recruitment within the previous 6 months), the Client must notify us in writing, with supporting evidence, **within 48 hours** of the Introduction. Otherwise, the Introduction will be treated as made by Accounting Baba.

6.3 Candidate information is shared solely for the Client's own hiring purposes. If the Client passes a Candidate's details to a third party that subsequently engages the Candidate, the Client shall pay the fee as if it had engaged the Candidate itself.

7. Withdrawal of Offer

7.1 If the Client withdraws an offer after it has been accepted by the Candidate, the Client shall pay **50% of the fee** that would have been payable, calculated on the compensation offered. This does not apply where the withdrawal results from the Candidate failing pre-offer verification or making a material misrepresentation.

7.2 No fee is payable if the Candidate declines the offer or does not join.

8. Replacement Guarantee

8.1 If a Candidate leaves the Client, by resignation or termination, **within 90 days of the Start Date**, Accounting Baba will recruit one replacement for the same position **at no additional cost**.

8.2 The guarantee applies only if:

- the fee has been paid in full within the due date;
- the Client notifies Accounting Baba by email within 7 days of the Candidate's exit, stating the Candidate's name and reason for leaving (the date of receipt of the email is the date of claim); and
- the exit is not due to redundancy, restructuring, a material change in the role, location or compensation, or a breach of the employment terms by the Client.

8.3 The replacement is for the same position at the same or lower compensation. If the replacement Candidate is engaged at a higher Annual Compensation, the Client shall pay a fee of 8.33% on the difference.

8.4 The guarantee is limited to one replacement per position and is provided as a replacement only. No refund or credit of the fee is due. The replacement Candidate is not covered by a further guarantee.

9. Verification and Limitation of Liability

9.1 Accounting Baba conducts reasonable verification of Candidates based on information supplied by Candidates and their referees, but does not warrant its accuracy or completeness.

9.2 The decision to engage a Candidate rests solely with the Client. Accounting Baba is not responsible for any misconduct, misrepresentation, act or omission of a Candidate, before or during the Engagement.

9.3 Accounting Baba shall not be liable for any indirect or consequential loss, or loss of profit or business. Our total liability in connection with any Candidate shall not exceed the fee paid for that Candidate.

10. Non-Solicitation of Our Staff

10.1 Unless agreed in writing, the Client shall not solicit or employ any member of Accounting Baba's staff during the period of our engagement and for 3 months thereafter.

11. Confidentiality and Data Protection

11.1 Each party shall keep confidential all non-public information received from the other, including hiring plans, compensation details and Candidate information.

11.2 Candidate personal data is shared with the Client solely for evaluating the Candidate for the relevant position. The Client shall not use it for any other purpose, shall keep it secure, and shall delete it when no longer required or on request.

11.3 Both parties shall comply with the data protection laws applicable to them, which may include India's Digital Personal Data Protection Act 2023.

12. Cancellation of a Requirement

12.1 Either party may cancel a hiring requirement at any time by written notice, or the Client may close it in the hiring portal. Cancellation does not affect fees payable under Clauses 6 and 7 for Candidates Introduced before the date of cancellation, and the Service Charge is dealt with under Clauses 4.6 and 4.7.

13. Governing Law and Dispute Resolution

13.1 These Terms are governed by the laws of India.

13.2 The parties shall first attempt to resolve any dispute amicably within 30 days of written notice. Failing that, the dispute shall be referred to arbitration by a sole arbitrator appointed by mutual consent under the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Surat, Gujarat, India, and the language shall be English. The award shall be final and binding.

14. General

14.1 These Terms, together with any written proposal issued by Accounting Baba, form the entire agreement between the parties for the services described.

14.2 Neither party is liable for delay or failure caused by events beyond its reasonable control.

14.3 If any provision is found unenforceable, the remaining provisions continue in full effect. No failure or delay in exercising a right operates as a waiver of it.

14.4 Notices shall be sent by email to the addresses the parties use for the engagement. Accounting Baba's notice address is **ketul@theaccountingbaba.com**.

Acknowledgement and Acceptance

Signature is optional. These Terms apply as set out in Clause 1.3; paying a Service Charge through the hiring portal is acceptance, and the portal keeps a record of it. Clients who prefer a signed copy may sign below and return it by email.

For Accounting Baba
Hopeberry Retail Private Limited

Signature

CA Ketul Patel, Founder

Date

For the Client

Signature

Name, designation and company

Date