



Engagement Terms – Commercial Schedule

Prepared for **clients of Talent Vertex Partners** · by **Rupin Joshi, Talent Vertex Partners**

What this document is. The single commercial model on which Talent Vertex Partners now takes automation and OT hiring mandates. Each position you open carries an **activation fee**, paid before work starts and credited in full against the placement fee when the engineer joins. There is no monthly billing and no separate charge of any kind. This document sets out the fees, what they buy, what happens if no hire is made, and what each side commits to.

What it asks of you. Accept these terms through the agreement generated for your position in your client portal — or sign and return the last page, or confirm by email. We then raise the activation invoice for the positions you are opening, and work begins the day it is paid.

01 ONE WAY OF WORKING

Talent Vertex Partners works on **retained engagements only**. We do not take mandates on a success-fee-only basis.

The reason is worth stating plainly. Deep technical screening costs real hours before anybody is hired, and those hours are the whole of what you are buying from us. A model where nobody pays until somebody joins pushes a firm toward volume and away from the screening that makes it worth using.

An engagement is per position. You open one position or twelve; each one is activated separately, and each can be activated when you are ready for it. You are never asked to commit to headcount you have not yet approved.

02 THE PLACEMENT FEE

One fee per successful joining, calculated on the engineer's annual CTC and banded by level. All fees are exclusive of GST, charged at the applicable rate.

LEVEL	ANNUAL CTC	PLACEMENT FEE
Level 1 – Entry	Up to ₹20,00,000	10% of annual CTC
Level 2 – Mid	Above ₹20,00,000 to ₹40,00,000	12% of annual CTC
Level 3 – Senior	Above ₹40,00,000 to ₹90,00,000	15% of annual CTC
Level 4 – Leadership	Above ₹90,00,000	18% of annual CTC

Minimum fee	₹75,000 per hire. Where a single engagement carries five or more positions , the minimum is ₹60,000 per hire . The minimum applies only where the percentage above produces a smaller figure.
What annual CTC means	The full annual cost to company in the offer letter: fixed pay, all allowances, employer contributions, joining and retention bonuses, and committed variable pay taken at 100% of target.
Which figure is used	The higher of the CTC in the offer letter and the CTC band agreed in writing at kickoff — so that a search briefed at one level is not closed at another. Where a candidate we introduce is hired into a different or more senior role than briefed, the fee follows the role and CTC actually offered. If the offer places the position in a different band from the one estimated, the fee follows the actual band and the activation fee already paid is credited against it in full.

03 THE ACTIVATION FEE

The activation fee is what makes the engagement retained. It is calculated as a percentage of that position's estimated placement fee, using the CTC band agreed at kickoff. **Every rupee of it is credited against the placement fee when the engineer joins** — a client who hires pays nothing for the engagement beyond the placement fee itself.

LEVEL	ACTIVATION FEE	WHEN IT IS PAYABLE
Level 1 and Level 2	30% of the estimated placement fee	In full, before work begins
Level 3 and Level 4	40% of the estimated placement fee	20% before work begins; 20% on delivery of the first shortlist
What the estimate is based on	The CTC band agreed in writing at kickoff. Where no band has been fixed, we agree one with you before any invoice is raised.	
Opening several positions	Positions can be activated in waves. Each wave is invoiced only when you release it, so you are never asked to fund headcount you have not yet approved.	
Nothing is charged twice	The activation fee is not an additional cost. A client who hires pays the placement fee and nothing more; the activation fee simply moves part of it to the start of the search.	

Two illustrations. Both show the whole of what is paid for the hire.

	A MID-LEVEL ENGINEER	A ROLE WHERE THE MINIMUM APPLIES
Estimated CTC at kickoff	₹24,00,000 — Level 2	₹6,00,000 — Level 1
Estimated placement fee	12% = ₹2,88,000	10% = ₹60,000, so the ₹75,000 minimum applies
Activation fee, paid at kickoff	30% = ₹86,400	30% = ₹22,500
CTC actually offered, and the fee on it	₹25,00,000, still Level 2 — 12% = ₹3,00,000	₹6,00,000 — the minimum, ₹75,000
Balance invoice on joining	₹3,00,000 – ₹86,400 = ₹2,13,600	₹75,000 – ₹22,500 = ₹52,500
Total paid for the hire	₹3,00,000 plus GST	₹75,000 plus GST

04 IF NO HIRE IS MADE

This is the question every client asks, and it deserves a plain answer rather than a clause buried on the last page.

The short answer	The activation fee is earned as the work is done and is not refundable — with one exception, stated immediately below, where we refund it in full. Where it is not refunded, it is not lost either : it transfers.
If we do not deliver, you get your money back	If we have not delivered the first shortlist within 21 working days of kickoff, you may end the engagement in writing and we refund the activation fee in full, within 10 working days . We put our fee at risk before we ask you to put yours at risk.
What counts as the first shortlist	Three technically screened profiles for the position, each with its screening report — or, where three do not exist, a written market finding that shows you with evidence why, and what the position would have to change to become fillable. A scarce market is a finding, not a failure, and you are entitled to know which one you are looking at.
The search runs on and no hire results	The fee stays with us for the work done, and is transferable in full to any other position you activate within six months . You do not pay twice to start again.
You withdraw the role, fill it internally, or freeze hiring	Same treatment. The fee is not refunded and is transferable in full to another position within six months.

We withdraw from the mandate	If we step away for any reason other than your non-payment or a stalled process, we refund the activation fee in full. We do not keep a fee for a search we chose to stop.
The process stalls on your side	Where there has been no interview and no feedback from you for 20 working days despite our written request, we may suspend the search. The fee is then neither refunded nor transferable, because the work was done and could not be used.

05 WHAT THE ACTIVATION FEE BUYS

A named search	Your position is worked every week by a named consultant, from the day the activation fee is received until the engineer joins.
Screening by practitioners	Every profile we send has been screened by automation practitioners against the platforms, protocols and site work your role actually needs. Keyword matches do not reach you.
Verified before you meet them	Claims on the CV are tested against what the engineer can explain and has actually done. Where depth is verified we say so; what we could not verify is stated, not hidden.
Interview coordination	Scheduling, candidate preparation, and structured written feedback after every round.
Offer to joining	Offer negotiation, notice-period management, counter-offer handling and follow-through until the engineer is at your site.
Progress you can see	A written status on the position every week, without being asked: who is in the pipeline, the stage of each, and what is needed from you.
Nothing else is charged	No registration fee, no charge for shortlists or interviews that do not convert, and no fee of any kind beyond the two named in this document.

06 REPLACEMENT COVER

The cover	If a placed engineer resigns, or is exited for performance, within 90 days of joining , we run one replacement search at no placement fee and no new activation fee . This applies once per placement; the replacement itself does not carry a further guarantee.
If we cannot replace	Where we have not delivered a suitable replacement within 45 working days of your written request, we issue a credit note for the placement fee paid on that hire, valid for 12 months against any Talent Vertex Partners invoice.

Suitable replacement	A candidate meeting the written specification agreed at kickoff for that position. The specification is fixed in writing so this is never a matter of opinion afterwards.
What the cover requires	That the placement fee was paid in full by its due date; that the role, level and location are unchanged; and that the exit was not caused by redundancy, restructuring, a material change to the agreed role, or non-payment of the engineer's salary.

07 WHAT EACH SIDE COMMITS TO

A retained search only works at pace when both sides move. These commitments keep the mandate honest for you, for us, and for the engineers we put in front of you.

TALENT VERTEX PARTNERS COMMITS TO	YOU COMMIT TO
A kickoff call within 5 working days of the activation fee, where the role, the must-haves, the CTC band and the interview process are agreed in writing.	One named point of contact with the authority to shortlist, interview and decide.
The first shortlist within 21 working days , or your activation fee back.	Feedback on every profile within 5 working days . A profile with no response after 10 working days is treated as declined and released.
A written weekly status on every active position, without being asked.	A decision within 10 working days of the final interview: an offer, or a decline with the reason.
Every candidate briefed, prepared and confirmed before an interview slot is booked.	An offer letter released within 5 working days of confirming a selection. A selected engineer left waiting is an engineer lost to another employer.
Profiles that are accurate. Anything we could not verify is marked as such.	The CTC band and the offer, in writing, so the fee is calculated from a document and not from a conversation.

08 PAYMENT AND INVOICING

Activation fee	Invoiced on acceptance of these terms for the positions being opened. Payable within 7 days . The search begins on receipt.
Placement fee balance	Invoiced on the engineer's date of joining, net of the activation fee already paid on that position. Payable within 15 days of the invoice date.
GST	All fees are exclusive of GST, charged at the applicable rate. GSTIN 09AUMPJ5110A1Z2.

Overdue amounts	Interest at 1.5% per month from the due date. Talent Vertex Partners is a registered micro enterprise (Udyam UP-28-0201299); rights under the MSMED Act 2006 are reserved.
Suspension	Where an invoice is overdue by more than 7 days, we may suspend work on all of your active positions until it is cleared. No new activation fee is charged to resume.

09 EXCLUSIVITY, OWNERSHIP AND CONFIDENTIALITY

Exclusivity	Each activated position is worked exclusively by Talent Vertex Partners for 90 days from kickoff. This is what a retained fee pays for: our best people, committed, rather than a race we have to price for. If the position is filled from another source inside that window, the activation fee is retained and is not transferable.
Candidate ownership	A candidate introduced by Talent Vertex Partners and hired within 12 months of introduction, for any role, directly or indirectly, is a Talent Vertex Partners placement under these terms.
Confidentiality, both ways	We keep your requirement and organisation details confidential. You keep candidate profiles confidential and use them only for the position they were sent for.
Candidate data	Profiles are shared so that you can assess that engineer for the named position. Both parties handle the data in line with the Digital Personal Data Protection Act 2023 . Profiles of candidates you do not hire are not retained beyond 12 months, and are not shared outside your hiring team or with any third party.
Our team	Neither party solicits the other's employees during the engagement or for 12 months after it ends.

10 GENERAL

What we are responsible for	We verify technical capability as described in section 05 and state plainly what we could not verify. Employment decisions, statutory eligibility, background and reference checks, and compliance with your own hiring policy remain yours.
Limit of liability	Our total liability on any mandate is limited to the fees actually received from you on that mandate. We do not accept liability for indirect or consequential loss.

Governing law	These terms are governed by the laws of India. The courts at Gautam Budh Nagar, Uttar Pradesh have jurisdiction.
Validity	These terms apply to every mandate opened from the date of acceptance and replace any earlier fee arrangement between us. Mandates already running under a signed agreement continue on their existing terms until they conclude.
Ending the engagement	Either side may end an engagement in writing. Section 04 governs what happens to fees already paid. Concluded placements remain payable.

11 HOW TO BEGIN

Accept through the agreement generated in your client portal, or sign and return this document, or confirm acceptance by email, naming the positions you are opening. We raise the activation invoice the same day; the search begins on receipt of payment and the kickoff call is booked within five working days of it.

Talent Vertex Partners	A3/605, Cherry County, Ek Murti Chowk, Techzone IV, Greater Noida, U.P. — 201306
Registration	GSTIN 09AUMPJ5110A1Z2 · UDYAM-UP-28-0201299 (MSME)
Contact	Rupin Joshi, Director · rupin@talentvertexpartners.com · 8796689123 · talentvertexpartners.com

Positions being opened under these terms. Complete the rows that apply. Each position listed here is activated and invoiced on acceptance; further positions can be added later in writing on the same terms.

POSITION	LOCATION	CTC	BAND	AGREED	LEVEL

FOR THE CLIENT – COMPANY, NAME,
DESIGNATION, SIGNATURE & DATE

FOR TALENT VERTEX PARTNERS – RUPIN JOSHI,
DIRECTOR