

PAY AFTER YOU GET HIRED AGREEMENT

This Bipartite Pay After You Get Hired Confidentiality Agreement (the "Agreement") is entered into and made effective as on the date of physical signature or digital signature by the Candidate, and is made by and between

1. SERVICE PROVIDER:

HireShell, a subdivision of Tenacious HR Solutions Pvt. Ltd, a company incorporated under the Company Law having office at G-05/5, Sohna Road, Near S.D Adarsh School, Malibu Town, South City II, Gurugram-122018 and is represented by Mr. Swapnil Srivastava as authorized person on behalf of company, herein referred to as "First Party" or "Service Provider"

AND

2. CANDIDATE:

Full Name: [Candidate Name]
PAN Card Number: [Candidate PAN]
Aadhaar Card Number: [Candidate Aadhaar]
Father's Name: [Candidate's Father's Name]
Residential Address: [Candidate Address]
Email: [candidate_email@gmail.com]
Phone Number: [+91 XXXXXXXXXX],
herein referred to as "Second Party" or "Recipient"

1. Purpose of Agreement

The Service Provider operates a professional training and placement service. The Candidate desires to utilize these services to secure gainful employment.

COMMENCEMENT OF AGREEMENT

This Agreement commences upon electronic or physical acceptance by the Candidate. The Candidate's participation in the placement program shall continue for an initial period of three (3) months from the commencement date, unless the program ends earlier in accordance with this Agreement. The program may be extended beyond such period only by mutual agreement of the Candidate and HireShell. Any payment, verification, compliance, or other continuing obligations of the Candidate shall survive completion or termination of the program.

"HireShell-sourced" means any interview, opportunity, recruiter contact, offer, employment, paid engagement, or other hiring outcome that results directly or indirectly from HireShell's applications, referrals, introductions, submissions, recruiter outreach, networking efforts, resume optimization, job board profile optimization, or other placement-related activities, whether such outcome occurs during or after the Candidate's participation in the program.

The Candidate's payment obligation arises upon acceptance of a HireShell-sourced offer and not upon joining, onboarding, commencement of employment, or receipt of salary. Accordingly, the date of acceptance of the HireShell-sourced offer shall be the relevant date for determining the Candidate's payment obligations under this Agreement.

Post-Acceptance Responsibility: HireShell's placement service shall be considered completed upon the Candidate's acceptance of a HireShell-sourced offer. The Candidate is solely responsible for evaluating and accepting the offer and for all matters arising after acceptance, including the work environment, employment conditions, performance, continuation of employment, resignation, termination, or any other outcome. HireShell shall not be responsible for any such post-acceptance events. Acceptance of the offer shall make the Candidate's payment obligation final and shall not be

affected by any subsequent event relating to the employment, except where expressly provided otherwise under this Agreement.

"Offer and its Acceptance" means any clear acceptance by email, message, portal action, verbal confirmation, signed document, or similar act.

Both parties agree to the "Pay After You Get Hired" model under the specific financial terms and conditions outlined below.

2. Scope of Services

The Service Provider agrees to actively manage, train and assist the Candidate's employment search by providing services, including but not limited to:

- Resume restructuring and profile optimization. (On Naukri.com, Indeed, LinkedIn etc)
- Interview preparation and career coaching.
- Sending job applications directly with the help of AI tools.
- Networking and interview coordination with potential employers.

3. Financial Terms, Payment Schedule & Payment Method

In consideration of the services rendered by the Service Provider, the Candidate agrees to the following success-based fee structure:

Success Fee and Payment Schedule:

The Candidate/Second Party shall pay the Service Provider a success fee equal to 15% of the annual Cost to Company (CTC) of any HireShell-sourced job or paid engagement, together with applicable GST and other Government taxes. The success fee is calculated as a one-time amount based on the annual CTC and is not linked to or calculated as a percentage of the Candidate/Second Party's monthly salary.

The total success fee, together with applicable GST and other Government taxes, shall be payable in 4 equal monthly installments. The first installment shall become due 30 days after the joining/start date specified in the accepted HireShell-sourced offer that gives rise to the payment obligation. If no joining/start date is specified in the accepted HireShell-sourced offer, the first installment shall become due 30 days after the date of acceptance of such offer.

Each subsequent installment shall become due on the corresponding date of each succeeding month thereafter until the total success fee, together with applicable GST and other Government taxes, has been paid in full.

If any installment remains unpaid for more than 3 days after its due date, the Candidate/Second Party shall be liable to pay an additional late fee equal to 10% of the overdue installment amount.

If the Candidate/Second Party defaults in payment of an installment, other than a payment validly paused under this Agreement, the entire outstanding balance of the success fee, together with applicable GST, charges, and all other amounts payable under this Agreement, shall immediately become due and payable. In such an event, the First Party shall be entitled to recover the entire outstanding amount through any lawful means, including proceedings before a court of competent jurisdiction.

Optional Financing Facility:

The default payment method under this Agreement shall be direct payment by the Candidate to the First Party in four (4) equal monthly installments as provided above.

At the Candidate's request, the First Party may facilitate an optional financing solution through one of its NBFC or financing partners. Such financing is subject to the financing partner's independent eligibility assessment, including credit history and other applicable criteria, and approval or disbursement is not guaranteed by the First Party. If the Candidate does not apply for, is not approved

for, or does not receive such financing, the Candidate's original obligation to pay the Success Fee directly to the First Party in four (4) equal monthly installments shall remain unchanged.

If financing is approved and the loan amount is disbursed to the Candidate, the Candidate shall immediately transfer the entire amount received to the First Party's designated bank account and shall not use, withdraw, transfer, or otherwise apply any part of such amount for any personal or other purpose. Any shortfall between the amount received and the amount payable to the First Party shall remain payable by the Candidate under this Agreement. The amount payable to the First Party shall remain the applicable Success Fee and GST under this Agreement, irrespective of any financing costs. All interest, processing fees, financing charges, taxes, or other costs associated with the financing shall be borne solely by the Candidate.

Upon receipt by the First Party of the full financed amount payable under this Agreement, the Candidate's repayment obligations in respect of such financing shall thereafter be solely between the Candidate and the financing partner. The First Party shall have no responsibility for the financing partner's approval, disbursement, interest, EMI, repayment schedule, processing fees, charges, or other financing terms.

Fee Calculation and Adjustments:

The Candidate/Second Party agrees that the success fee shall be calculated on the basis of the Cost to Company (CTC) associated with HireShell-sourced jobs or paid engagements accepted during the first 12 months following acceptance of the first HireShell-sourced offer, including fixed pay, variable pay, bonuses, incentives, and other compensation components forming part of the applicable CTC, and not merely the take-home salary.

The Second Party agrees that if remuneration or CTC changes, joining is delayed, offers overlap, or the Candidate accepts more than one HireShell-sourced offer during the 12-month period following acceptance of the first HireShell-sourced offer, all such roles shall constitute one continuous payment obligation. The aggregate CTC for such period shall be calculated proportionately based on the actual time spent in each role, and the First Party shall not charge separately for multiple jobs. This principle shall apply whether the remuneration or CTC changes within the same role or the Candidate moves to another HireShell-sourced role during such period. For example, if the Candidate spends 3 months in a role with a CTC of ₹3 LPA and 9 months in a role with a CTC of ₹4 LPA, the aggregate CTC for the relevant period shall be calculated proportionately as being equivalent to ₹3.75 LPA.

That Second Party further agrees that if the role or compensation changes, the First Party may recalculate the total due, adjust amounts already paid, and only the remaining balance, if any, will be payable and under no circumstances First Party will charge more than the applicable percentage of the aggregate CTC calculated under this Agreement.

If the Candidate accepts a HireShell-sourced offer and informs the First Party late or not at all, the Candidate's payment obligation shall nevertheless arise from the actual date of acceptance of such offer.

Payment Method:

The Candidate shall, within 3 days of accepting a HireShell-sourced offer and in any event before the first payment due date, establish, confirm, and maintain an approved mandatory auto-debit method, including e-NACH, UPI Autopay, PDC, or any other payment method approved by the First Party. Such auto-debit arrangement shall remain active and valid until all amounts due under this Agreement have been paid in full.

The Second Party shall not disable, cancel, block, pause, tamper with, or otherwise interfere with payment method agreed by both parties, failing which the Second Party is liable to pay additional 5% of CTC to the First Party and First Party shall have the right to recover the same under Payment and Settlement System Act or under Negotiable Instrument act or under competent court of jurisdiction at the cost of Second Party.

If the Second Party changes bank details, UPI ID, or any payment credentials, the Second Party shall promptly provide updated details and establish a replacement mandate and keep sufficient funds available to make the required payments.

Not setting up, maintaining, replacing, or cooperating with the auto-debit arrangement on time is a breach and default under this Agreement and is liable to be prosecuted under section 25 of the Payment and Settlement Systems(PSS) Act, 2007 or under section 138 of NA Act, whichever is applicable beside civil action of recovery.

4. Default and Consequences:

Once a HireShell-sourced offer is accepted, the Candidate's payment obligation shall remain valid irrespective of whether the Candidate subsequently joins, withdraws, or fails to commence employment for any reason.

Candidate is in default if they:

- fail to make any payment due under this Agreement in accordance with Clause 3 (Financial Terms, Payment Schedule & Payment Method)
- hide, delay, misstate, or lie about any offer, acceptance, job, source of job, offer date, compensation, income, or other matter relevant to payment or verification
- do not provide documents, bank details, mandate details, or other verification reasonably requested under this Agreement, or provide false or misleading information
- disable, block, cancel, pause, tamper with, or fail to replace the approved auto-debit mandate
- stop responding to official communications for more than 5 days without a valid reason

If Candidate/Second Party is in default, then First Party shall have the right to

- suspend or end the participation of Candidate in the program
- declare all remaining unpaid amounts immediately due and payable
- collect overdue amounts through the approved payment method or any other lawful method
- recover reasonable legal and collection costs
- take any other lawful step to enforce this Agreement

Losing a job after payment is triggered does not repudiate the agreement and your payment obligation, except as provided under the payment pause provision for involuntary termination.

If the Candidate/Second Party hides, delays, misrepresents, or provides false information regarding any offer, acceptance, employment, compensation, income, or whether a job was HireShell-sourced or independent:

- Any payment obligation arising under this Agreement shall remain fully applicable notwithstanding any concealment, delay, misrepresentation, or false disclosure by the Candidate.
- The First Party may also claim liquidated damages equal to 40% of the relevant annual CTC or first-year earned income.
- Both Parties agree that such amount represents a genuine pre-estimate of loss arising from such conduct and is not intended to operate as a penalty.

5. Obligations of the Candidate

To ensure a successful agreement/partnership, the Candidate agrees to:

- Provide completely accurate, truthful, and updated educational and professional records.
- Attend scheduled interviews arranged by the Service Provider punctually and professionally.

The Candidate shall ensure that HireShell has access to the Candidate's placement email account and relevant job-board accounts for application management, tracking, and verification purposes. Such access shall be maintained during the program and may only be revoked 30 days after the end of the program.

The Candidate within 3 days of the commencement of the program, shall provide the First Party with a complete and accurate list of companies to which they had applied, interviewed, or had been

actively engaged in a recruitment process prior to joining the agreement/program. Any offer received from a company on such list that is verified and approved by HireShell shall be treated as an independent opportunity and shall not create any payment obligation under this Agreement, even if HireShell subsequently undertakes placement activity with that company. If the Candidate fails to provide such a list within the specified period, the First Party/HireShell shall be legally entitled to hold that no such pre-applied companies exist.

The Candidate must act honestly, promptly, and in good faith and within 3 days, the Candidate must tell the First Party that they received or accept any job or paid engagement, whether the Candidate believe it was independent or HireShell-sourced, if employer, role, offer date, joining date, compensation, or job status of Candidate changes, and if Candidates phone number, email, address, bank details, or payment method changes then Candidate must share within 3 days reasonable proof such as the offer letter, appointment letter, acceptance email or message, on boarding email, or other reliable proof. If the disclosures by Candidate are incomplete or inconsistent, the Candidate must provide clarification or additional proof within 3 days of our request. The Second Party/Candidate is required not to hide offers, delay disclosure, avoid acceptance only to avoid payment, or structure work only to get around this Agreement.

The Candidate must respond to placement or verification messages within a reasonable time and, in any case, within 2 business days, unless the Candidate has a valid reason.

The Candidate must make reasonable efforts and avoid rejecting suitable opportunities without genuine reasons.

The Candidate shall use only the HireShell-approved placement email address for all placement-related communications, including communications with recruiters, employers, HR personnel, consultants, and other hiring representatives. The Candidate shall not provide or use any other email address for such communications without HireShell's prior written consent and shall promptly disclose any placement-related communication received through another email address.

The Candidate may independently apply to companies during the Program. However, an opportunity shall not be considered independent if HireShell has already applied, referred, introduced, submitted, or otherwise initiated placement activity in relation to the same company on behalf of the Candidate. An application, referral, or other independent approach made by the Candidate before HireShell's placement activity shall not qualify as independent merely because the Candidate can subsequently provide proof that it occurred earlier. For an opportunity arising during the Program to qualify as independent, the Candidate must have submitted the required proof through the Self Applied Jobs Portal within the prescribed time and received HireShell's approval before HireShell initiated any placement activity in relation to the same company.

For any opportunity that the Candidate claims was obtained independently of HireShell, the Candidate must upload the complete details of such application or referral on the dedicated Self Applied Jobs Portal provided by HireShell within three (3) hours of submitting the application or referral and, in all cases, before receiving any communication, screening, interview, assessment, or other recruitment-related interaction from the employer, recruiter, HR representative, or their representatives regarding such opportunity.

The Candidate shall upload all information and supporting documents reasonably required by HireShell to establish that the application was independently made, including application records, emails, messages, referral details, timestamps, screenshots, or other relevant evidence. The submission shall be reviewed by HireShell, and the opportunity shall be treated as independent only if it is approved by HireShell based on the evidence submitted.

The Candidate bears the responsibility of providing sufficient proof of an independent application or referral, and HireShell's determination regarding whether an opportunity qualifies as independent shall be final and binding under this Agreement. HireShell may, where considered necessary, independently verify the Candidate's claim with the relevant employer, recruiter, or HR representative. Such verification shall be an additional verification measure and shall not replace or override the Self Applied Jobs Portal approval process. If any opportunity previously approved as independent is

subsequently found to have been misrepresented or not genuinely independent, the opportunity shall be treated as HireShell-sourced and the applicable Success Fee shall become payable.

If the Candidate has received any communication, screening, interview, assessment, or other recruitment-related interaction from such company or its representatives before submitting the required independent-application proof, the Candidate shall not be entitled to claim such opportunity as independent.

If the Candidate fails to upload the application details and required proof within the prescribed time, or if the submitted proof is rejected by HireShell because it is insufficient, incomplete, inconsistent, unverifiable, or otherwise fails to establish that the opportunity was independently obtained, such opportunity shall be deemed to be a HireShell-sourced opportunity for the purposes of this Agreement, and the applicable Success Fee shall become payable.

HireShell may share the Candidate's resume and maintain or optimize the Candidate's profiles across job boards and professional platforms, including with a large number of employers and recruiters. Accordingly, recruiters or employers may contact the Candidate directly by phone, WhatsApp, email, or other means, including through the HireShell-approved placement email address.

Any such communication, interview, opportunity, offer, or employment shall be presumed to be HireShell-sourced unless the Candidate had independently applied, referred, or otherwise initiated the opportunity and had submitted the required proof through the Self Applied Jobs Portal within the prescribed time and received HireShell's approval. The Candidate shall promptly disclose such communications and cannot claim an opportunity as independent merely because the employer contacted the Candidate directly or because no application was submitted by HireShell to that employer.

If the Candidate receives any placement-related assistance, preparation, training, guidance, resources, mock interview, interview preparation, resume assistance, technical preparation, or any other material support from HireShell in relation to an opportunity that was initially identified, applied for, or obtained independently by the Candidate, such opportunity shall thereafter be treated as a HireShell-sourced opportunity for the purposes of this Agreement. The Candidate acknowledges that HireShell's time, resources, expertise, and efforts have been utilized in relation to such opportunity, and the applicable Success Fee shall therefore become payable upon acceptance of such opportunity.

The Candidate acknowledges that the First Party incurs costs and allocates resources in connection with placement and verification activities. Accordingly, if the Candidate fails to reasonably cooperate with the placement process, the First Party may conclude the Candidate's participation in the program and charge ₹10,000 per month, pro-rated for the period during which the Candidate remained enrolled in the program. The Candidate acknowledges and agrees that such amount represents a reasonable estimate of the costs, resources, and losses incurred by the First Party as a result of such non-cooperation and is not intended to operate as a penalty.

For the purposes of this clause, non-cooperation includes:

- failure to maintain required account access, including changing, resetting, or modifying the credentials of any job-board account or HireShell-approved placement email account without promptly informing HireShell and providing the updated credentials; use of any email address other than the HireShell-approved placement email address for placement-related communications; or withholding placement-related information;
- refusing to accept or continuing to dispute HireShell's determination regarding whether an opportunity is an independent/self-applied opportunity, including where the Candidate fails to provide required proof or provides insufficient or false proof;
- failure to follow the placement-related rules and procedures communicated during onboarding and applicable after job application activities commence;
- failure to respond to HireShell's automated daily WhatsApp communication regarding new recruiter, employer, interview, or other placement-related communications for three (3) consecutive days; or
- any other conduct that materially impairs HireShell's ability to manage, track, or verify placement activities.

Ending participation of the Candidate in the program does not affect their re-payment or verification obligations under this Agreement. Those obligations continue until full payment is made.

If a Candidate is below 20 years of age, then the Candidate may give written consent from a parent or legal guardian.

6. Authorization and Verification

The Candidate authorizes the First Party to help with job applications and placement activity on their behalf, including job platforms, application portals, and a placement-dedicated email account provided by Candidate, only for placement-related purposes.

The Candidate acknowledges and consents that calls, mock interviews, training sessions, meetings, and other communications or interactions between the Candidate and HireShell personnel may be recorded for training, quality assurance, documentation, verification, and legal or compliance purposes. Such recordings may be retained and used by HireShell for these purposes in accordance with applicable law.

To give shape to this agreement in letter and spirit and to verify compliance of this Agreement, the First Party has the right to ask for offer or employment records, salary or income proof, bank statements for the account where your income is received, and confirmation from your employer, recruiter, HR team, or client.

The Candidate acknowledges that HireShell may directly create, modify, optimize, and manage the Candidate's resume and job-board profiles (including LinkedIn, Naukri, Indeed, and similar platforms) as part of its placement services. The Candidate shall not modify, alter, or interfere with such resumes or profiles on their own without prior consultation with HireShell. Any required changes must be requested through HireShell. Unauthorized modifications shall constitute non-cooperation and a material breach of this Agreement.

The Candidate voluntarily authorizes HireShell to access, operate, manage, and optimize such accounts and to review communications received through them for placement-related purposes, including communicating with recruiters and employers. The Candidate shall maintain HireShell's access to such accounts throughout the Program and shall not change, revoke, disable, restrict, or otherwise interfere with the credentials or access provided to HireShell without HireShell's prior written consent.

The Candidate must file income tax returns for any financial year in which any payment obligation exists under this Agreement. On request, you must share your ITR acknowledgement, computation, and relevant schedules showing income. This obligation is mandatory and continues until all dues under this Agreement are fully paid.

The First Party may rely on the ITR of the Candidate as primary proof of income. Not filing or sharing ITR, or concealing income in ITR, will be treated as a material breach and intentional misrepresentation.

Verification Period: Irrespective of how or why the Candidate's participation in the HireShell program ends, a verification period of twelve (12) months shall commence from the date of such conclusion. During this period, all verification and cooperation obligations under this Agreement shall continue, including the obligation to provide documents and information reasonably required to verify employment, income, or any payment obligation.

During the 12-month verification period, the Candidate shall promptly inform HireShell if the Candidate receives, accepts, or joins any job arising from an application actually submitted by HireShell on the Candidate's behalf, including where the offer, joining, or employment occurs after the program has ended. Any such opportunity shall remain HireShell-sourced and the applicable Success Fee shall become payable.

If HireShell independently discovers that the Candidate has accepted or joined such an opportunity without disclosure, the Candidate shall be deemed to have concealed the opportunity, and the applicable Success Fee and liquidated damages under this Agreement shall apply.

If, during the verification period, HireShell discovers that the Candidate had received communication, commenced an interview or recruitment process, accepted an offer, or joined employment during the program in relation to a HireShell-applied opportunity, and the Candidate had not disclosed the same or submitted a valid independent-application claim as required under this Agreement, the opportunity shall be treated as HireShell-sourced and the Candidate shall be deemed to have concealed the opportunity. The applicable Success Fee and liquidated damages shall apply.

For 12 months after the program ends, the First Party may ask up to 4 times for the previous 3 months' bank statements for the account where the Candidate received his salary.

The Candidate may hide unrelated spending details, but must not hide salary or income credits or employer narration needed for verification.

If disclosure, proof, or verification is not provided by the Candidate, then the First Party may reasonably determine the employment source, offer acceptance date, employment status, and CTC / earned income from available records and surrounding evidence, subject to dispute resolution.

Verification documents will be used only to administer, verify, and enforce this Agreement, and may be shared only with authorized personnel, service providers, legal advisers, or where required by law.

7. Confidentiality

Both parties agree to keep all terms of this Agreement, personal data, and company interview processes strictly confidential. Information shall not be shared with third parties without prior written consent.

8. Termination

The Candidate may exit the program within 5 calendar days from the commencement date without any exit charges by providing written notice to the First Party through email, WhatsApp, or any other communication channel approved by the First Party. Any HireShell-sourced opportunity, offer, or employment arising from placement activity undertaken before such exit shall remain subject to this Agreement, and all payment, verification, compliance, and other continuing obligations shall survive such exit.

Any interview, recruiter contact, assessment, offer, employment, paid engagement, or other opportunity arising directly or indirectly from a HireShell-sourced application, referral, introduction, submission, recruiter outreach, networking effort, job board profile optimization, resume optimization, or other placement activity undertaken by the First Party before such exit, termination, or conclusion of the program shall remain HireShell-sourced, and the applicable Success Fee shall remain fully payable under this Agreement. For the avoidance of doubt, such opportunity shall remain HireShell-sourced even if the interview, recruiter contact, assessment, offer, acceptance, joining, employment, or paid engagement occurs after the Candidate's exit from the program or after the conclusion of the program.

The Candidate's participation in the HireShell placement program shall continue for an initial period of three (3) months from the commencement date. The program may be extended beyond this period only by mutual agreement of the Candidate and HireShell.

In the event of involuntary termination of employment after joining a HireShell-sourced role, the applicable payment treatment shall depend on the payment method selected by the Candidate. For the purposes of this clause, involuntary termination shall mean termination solely due to layoff, redundancy, workforce reduction, restructuring, or role elimination, and shall not include termination due to poor, unsatisfactory, or inadequate performance, misconduct, violation of company policies, or any other reason attributable to the Candidate.

If the Candidate is paying the Success Fee directly to the First Party in four (4) installments, and the Candidate's employment is involuntarily terminated for a reason covered above, the remaining installments shall be paused until the Candidate obtains new employment or otherwise has stable income. The Candidate must promptly inform HireShell and provide reasonable supporting

documentation. Upon obtaining new employment or stable income, the Candidate shall inform HireShell and the remaining payment obligations shall resume.

If the Candidate has availed financing through an NBFC or financing partner, the Candidate's repayment obligation shall be governed solely by the separate loan agreement with the financing partner, and HireShell shall have no authority or obligation to pause, defer, modify, or otherwise alter the Candidate's EMI or other repayment obligations under such financing. As a goodwill measure, HireShell may, at its discretion, assist the Candidate with job applications for up to three (3) months following such termination. Such assistance shall be voluntary, shall not constitute continuation of the placement program or create any further service obligation, and shall not affect the Candidate's repayment obligations.

9. Governing Law & Dispute Resolution

The Candidate confirms that the information provided by them is correct, accurate and true and any concealment of information on basis of which they are selected like education qualification or other documents then Second Party is solely responsible and answerable to authorities and liable for punishment as per law and First Party is not liable for any misinformation provided by the Second Party.

The Second Party is legally allowed to work in India, and that Second Party entered into this agreement with utmost good faith.

The First Party may send notices to the Second Party at the latest email address, WhatsApp number, or physical address provided by the Second Party and the Second Party must keep these details updated. Any change to this Agreement must be in writing and accepted by both parties.

This Agreement shall be governed by the laws of India. Any dispute arising out of or in connection with this Agreement shall first be attempted to be resolved through good-faith discussion between the Parties. If the dispute is not resolved, the courts at Gurugram, Haryana shall have exclusive jurisdiction.

This Agreement may be signed electronically, including through e-sign or Aadhaar-based e-sign, and that signature will be valid and binding.

IN WITNESS WHEREOF,

the Parties have electronically accepted and executed this Agreement as of the Effective Date. Electronic records maintained by HireShell shall constitute valid proof of execution.