

CANDIDATE PLACEMENT TERMS & CONDITIONS

This Agreement is made between:

Consultancy: TBDI Hospitality & Chef Consulting Co. ("The Consultant")

By engaging with TBDI Hospitality & Chef Consulting (A unit of TBD Industries) for job placement assistance, the Candidate agrees to the following terms and conditions:

1. Nature of the Relationship

The Consultant acts exclusively as a recruitment facilitator between the Candidate and the prospective employer (the "Client" or "Hotel"). The Consultant is not the Candidate's employer. Any offer of employment, employment contract, or working arrangement is strictly between the Candidate and the Hotel.

2. No Guarantee of Employment

The Consultant agrees to present the Candidate's profile to suitable Hotels based on their skills and the Hotel's requirements. However, the Consultant does not guarantee an interview, a job offers, or continuous employment. The final hiring decision rests solely with the Hotel.

3. Accuracy of Information

The Candidate declares that all information provided—including resumes, culinary portfolios, educational certificates, identity documents, and past employment records—is true, accurate, and up-to-date. Any falsification of records may result in immediate withdrawal of representation and notification to the Client.

4. Consultant's Exemption from Liability

Once the Candidate accepts an offer and commences employment with the Hotel, the Consultant holds no liability for:

- Non-payment or delay of salaries, bonuses, or benefits by the Hotel.
- Workplace disputes, injuries, or unsafe working conditions.
- Termination of employment by the Hotel for any reason.
- Breach of the employment contract by either the Candidate or the Hotel.

The Candidate agrees to hold TBDI Hospitality & Chef Consulting Co. harmless from any claims, damages, or legal actions arising from their employment at the placed Hotel.

5. Professional Conduct & Commitment

The Candidate agrees to conduct themselves professionally during interviews, trials (food tastings), and throughout their employment. If the Candidate decides to resign or leave the Hotel within the first 90 days of employment, they must provide immediate written notice to the Consultant as well as the Hotel, adhering to the Hotel's standard notice period.

6. Non-Circumvention (Confidentiality)

If the Consultant introduces the Candidate to a Hotel, the Candidate agrees not to bypass the Consultant to apply for a position directly with that Hotel, its owners, or its affiliates for a period of twelve (12) months from the date of introduction.

7. Background and Reference Checks

The Candidate authorizes TBDI Hospitality & Chef Consulting. and the prospective Hotel to conduct reference checks with former employers and verify any provided credentials prior to placement.

8. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of India. Any disputes arising out of this agreement shall be subject to the exclusive honourable of the courts in Lucknow, Uttar Pradesh.