***COMPSCOPE Nonmetallics Technology Solutions (OPC)Pvt. Ltd– Freelance Engineer Service Agreement***

This Service Agreement (“Agreement”) is made and entered into on [Date] by and between:

1. COMPSCOPE Nonmetallics Technology Solutions *(OPC)Pvt. Ltd*, a company incorporated under the laws of India, having its registered office at Kha #310, Plot # 60 Ganeshpur- Rahamanpur, Chinhat, Lucknow Uttar Pradesh India-226028, (hereinafter referred to as “COMPSCOPE” or “Client”),

AND

1. [Freelancer Name], residing at [Address], holding PAN [PAN Number] and GSTIN [if applicable] (hereinafter referred to as the “Freelancer” or “Service Provider”).

COMPSCOPE and the Freelancer may collectively be referred to as the “Parties” and individually as a “Party.”

**1. Scope of Services**

1.1 The Freelancer agrees to provide on-site professional engineering services as per the specifications, requirements, and deliverables provided by COMPSCOPE via the ProjectMATCH platform.

1.2 Services include but are not limited to: - QA/QC inspection of piping systems, materials, or other assigned project work - Site reporting and documentation - Coordination with project teams - Timely submission of deliverables

1.3 The Freelancer shall perform services in a professional, timely, and diligent manner, complying with all applicable standards and project requirements.

**2. Term of Agreement**

2.1 This Agreement shall commence on [Start Date] and remain in effect until [End Date] or until the completion of the services, whichever is earlier.

2.2 Either Party may terminate this Agreement by giving one-week [7] days’ written notice, subject to settlement of all pending dues.

**3. Compensation and Payment**

3.1 COMPSCOPE shall pay the Freelancer a fee of INR [Amount] per [hour/day/project], exclusive of applicable taxes (GST, TDS).

3.2 Payment shall be made within a week [7] day of submitting the approved timesheet and site Daily Progress Report, after approval of services rendered at site.

3.3 Freelancer shall be responsible for all taxes, including GST, income tax, and any other statutory dues arising from this Agreement.

**4. Independent Contractor**

4.1 The Freelancer is an independent contractor and not an employee of COMPSCOPE.

4.2 Nothing in this Agreement shall create an employer-employee relationship, partnership, joint venture, or agency relationship.

4.3 The Freelancer shall be responsible for all statutory compliance under Indian laws applicable to freelancers.

**5. Confidentiality and non-disclosure**

5.1 The Freelancer shall not disclose any confidential information or proprietary data of COMPSCOPE to any third party without prior written consent.

5.2 Confidentiality obligations survive the termination of this Agreement for a period of [2] years.

**6. Intellectual Property Rights**

6.1 All work products, reports, designs, or documents prepared by the Freelancer in connection with the services shall be the sole property of COMPSCOPE.

6.2 The Freelancer assigns all rights, title, and interest in such work products to COMPSCOPE upon creation.

**7. Termination**

7.1 COMPSCOPE may terminate this Agreement immediately for breach of contract, non-performance, or misconduct.

7.2 Upon termination, the Freelancer shall return all COMPSCOPE property, confidential information, and incomplete work products.

**8. Indemnity**

8.1 The Freelancer agrees to indemnify and hold COMPSCOPE harmless from any claims, losses, damages, or expenses arising from the Freelancer’s negligence, misconduct, or breach of this Agreement.

**9. Dispute Resolution and Governing Law**

9.1 Any dispute arising out of this Agreement shall first be attempted to be resolved amicably through mutual discussion.

9.2 In case of unresolved disputes, the matter shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, and the venue shall be Lucknow, Uttar Pradesh, India.

9.3 This Agreement shall be governed by and construed in accordance with the laws of India.

**10. Force Majeure and Miscellaneous**

10.1 Force Majeure: Neither Party shall be liable for delays or failure due to events beyond their reasonable control, including natural disasters, government regulations, or labor strikes.

10.2 Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements.

10.3 Amendments: Any amendment to this Agreement must be in writing and signed by both Parties.

10.4 Notices: Notices under this Agreement shall be sent to the addresses mentioned above via email or registered post.

**11. No-Show, Last-Minute Cancellation, and Accountability**

11.1 The Freelancer acknowledges that upon accepting an assignment via the COMPSCOPE ProjectMATCH platform, they are obligated to perform the assigned services on the scheduled date and time.

11.2 Any failure to appear at the site, non-performance, or cancellation of the assignment without prior notice of at least [24/48] hours shall be considered a serious breach of this Agreement.

11.3 In the event of such a breach:

* COMPSCOPE reserves the right to claim liquidated damages up to INR as calculated by the end customer per missed assignment.
* The Freelancer shall be legally accountable for any losses, costs, or reputational damage arising from their non-compliance.
* The Freelancer’s profile shall be permanently blacklisted from the ProjectMATCH platform and they shall be prohibited from future assignments.

11.4 The Freelancer expressly agrees that these remedies are reasonable and proportionate to protect COMPSCOPE’s operational integrity and client relationships, and that COMPSCOPE may pursue legal action as deemed necessary under applicable laws.

11.5 COMPSCOPE shall notify the Freelancer in writing of any breach, and the Freelancer shall be given a brief period of [48 hours] to respond before any penalties are applied.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**For COMPSCOPE Nonmetallics Technology Solutions (OPC) Pvt. Ltd.**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Freelancer**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness 1**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Witness 2**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_