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MASTER AGREEMENT FOR OUTSOURCING SERVICES

1. PARTIES

THIS MASTER AGREEMENT FOR OUTSOURCING SERVICES is made and entered into at Indore, on this 07th day of February 2025

BETWEEN

TECHCOOPERS SOFTWARE SOLUTIONS PRIVATE LIMITED, a private limited by shares company incorporated under the provisions of the Companies Act, 2013 having CIN U72900MP2016PTC040819 and registered address at 2nd Floor, Brilliant Platina, Scheme No. 78, Part- II, Indore, Madhya Pradesh 452010, which is engaged in the business of, *inter-alia*, providing software based solutions to its clients, hereinafter referred to as **THE CLIENT, WE, US, OUR** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its management, representatives and administrators). **AND**
GURPREET SINGH residing at Flat 219, First Floor, Mohali Sector 80, Near Kendriya Vidyalaya School, Punjab, 140308 hereinafter referred to as **THE SUPPLIER, YOU, YOUR, YOURS**.

2. OBJECTIVE AND SERVICES

2.1 This Master Agreement for outsourcing services aims to establish a clear commitment between the Parties who work in partnership to support us to operate our business in a professional and efficient manner and to comply with Our obligations under our projects.

2.2 WHEREAS, you have agreed to provide services as **Lead OIC, Gurpreet Singh** referred to as **Resource** subject to our requirement and set professional standards to us in accordance with the terms of this Agreement to assist us to operate Our business and supplement our workforce on different projects purely on contractual basis arising thereto from this agreement.

2.3 This Agreement documents the nature and standards for the Services to be provided by You to Us.

3. TERM

3.1 The term of this Agreement shall commence on the **22nd May 2025** and continue for four (4) months in accordance with the provisions of this Agreement.

4. OBLIGATIONS AND WARRANTIES

4.1 Your Obligations and You warrant that at all times:

- A. Your resource performing the Services under this Agreement, have the skills, training, qualifications and expertise required to perform the Services as per our satisfaction;

- B. Your resource performing the Services under this Agreement is of good fame and character and shall provide the Services efficiently, honestly and fairly; and
- C. You shall ensure that You will disclose to us whether the resource provided by You will be Your employee or in case of the resource not being Your employee then in that condition You are obligated to disclose the credentials of the third party whose employee You will be providing us as a resource. Under such circumstances when the resource provided by You is not Your employee or is from Your associate organization, any act on part of that resource will be deemed to be done on behalf of You and You shall be solely liable for his work.
- D. You shall ensure that resource performing the Services under this Agreement possess the necessary qualifications, experience, and certifications relevant to the project subject to our approval and satisfaction.
- E. You cannot remove the resource performing the Services under this Agreement prior to the completion of the assignment/project or any extensions he has been assigned by us during this agreement period.
- F. You shall ensure that if the outcome of the work of the resource is not found to be satisfactory or as per the desired expectations of our client, You shall provide a better qualified replacement within 10 business days at no extra cost from the date of the information being conveyed to You by us subject to our choice of resource duly selected by us after interviewing him subject to the monthly remuneration as fixed under this agreement.
- G. You shall ensure that if the resource performing the Services under this Agreement leaves the project or is replaced then at such times, the old resource will assist the new resource and will transfer all the knowledge and necessary updates regarding the project under this agreement.
- H. You shall be Maintaining personnel and payroll records of the resource performing the Services under this Agreement
- I. You shall be Withholding and remitting payroll taxes and other government-mandated charges with respect of the resource performing the Services under this Agreement
- J. You shall be Handling employee work-related claims and complaints with respect of the resource performing the Services under this Agreement
- K. You shall ensure that resource with respect to the resource performing the Services under this Agreement will hold all materials at a level of the highest confidence during project development and after termination of this agreement too.
- L. You shall make it abundantly clear that the resource performing the Services under this Agreement have no right to participate in our employee benefit plans, fringe benefit plans, or Your personnel policy.

4.2 Our obligations and we warrant that at all times:

We must provide You with all policies, procedures, and materials which We require You to comply with or to use and notify You of any changes to the same in a timely fashion.

5. BILLING AND PAYMENT

5.1 The monthly billing rate for the Resource shall be **INR 1.5 Lakhs Per Month**.

5.2 The monthly payment amount will be calculated based on the actual number of working days with an assumption of 8 working hours per day.

5.3 You shall invoice us monthly for the actual number of working days' services provided by the resource.

5.4 The billing cycle shall be every month from the Effective Date and we will pay each invoice after 5-7 days of the invoice generation date.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Any intellectual property created, developed, or conceived by resource in connection with the services provided under this Agreement or arising during shall be the sole property of us. This includes, but is not limited to, any inventions, designs, processes, software, documentation, or other materials developed during the course of the project.

7. NON- DISCLOSURE

7.1 Except as required by law or by a regulatory authority, You and the resource must not divulge, allow to be divulged or make use of any Confidential Information other than for the purposes of this Agreement.

This clause will survive the expiry or termination of this Agreement.

8. NON-SOLICITATION

8.1 During the term of this Agreement and for one (1) year thereafter, the Supplier shall not, directly or indirectly recruit, solicit or induce any Resources of the other Party or the end-client; or reach out to the end client for any direct or indirect business opportunities.

9. TERMINATION

9.1 This Agreement may be terminated:

A. Either party cannot terminate the contract till 6 months from the contract start date.

9.2 We may terminate this Agreement with immediate effect if resource:

A. Commit any serious or persistent breach of any of the provisions of this Agreement or any policy or procedures or reasonable direction of Us from time to time;

- B. Commit a breach of any of the provisions of this Agreement or any policy or procedures or reasonable direction of Ours (which is not serious or persistent) which You do not remedy within 7 days of receipt of notification from Us (or such later time as agreed by Us);
- C. Upon a termination notice from the end-client for services of the resource.

9.3 Either party may terminate this Agreement with immediate effect if:

- A. Being a corporation, a party goes into liquidation or has a receiver or administrator appointed (whether voluntarily or not) or, being an individual, becomes bankrupt;
- B. Being a corporation, a party undergoes a material change in its management, control or beneficial ownership; or
- C. Being an individual, a person dies or suffers permanent and total disablement.
- D. A party makes an assignment or composition with its creditors;
- E. A party is convicted of a criminal offence or being a corporation, an officer of a party is convicted of a criminal offence or banned from acting as a director of a corporation; or F. A party ceases to carry on business.

9.4 You must notify us immediately if any event occurs which would entitle us to terminate this Agreement or suspend the authorities conferred by this Agreement.

9.5 On termination of this Agreement, You must:

- A. Return to us all forms of documentation, records and information held electronically or otherwise which We have provided to You or which You have designed, developed, used or maintained for the purposes of this Agreement (including the Intellectual Property referred to in this Agreement);
- B. Immediately cease providing the Services;
- C. Immediately pay any money due to us and request payment of any remuneration due to You as at termination of this Agreement. You may not make any claim for unpaid remuneration more than 3 months after the termination of this Agreement.

9.6 This clause shall survive the termination or expiry of this Agreement

10. INDEMNIFICATION

10.1 You will indemnify Us for any loss or damage sustained by Us as a result of any act or omission by You or the resource performing the Services under this Agreement, whether that act or omission constitutes a breach of this Agreement or not.

10.2 You will indemnify us for any act done by the resource performing the Services under this Agreement if due to his mistake or poor work standards we lose our client, project or suffer any loss in the project.

10.3 This clause will survive the expiry or termination of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1 This master agreement for outsourcing services shall be governed by and interpreted in accordance with the laws of India. Courts at Indore (Madhya Pradesh) shall have the exclusive jurisdiction in respect of the subject matter of this master agreement for outsourcing services.

11.2 In the event any disputes arise between “The client” and “The Supplier” (both the parties) out of or in connection with the validity, interpretation or implementation of this agreement, including, but not limited to, performance, loss, damages, both the parties shall attempt in first instance to resolve such dispute through consultations in good faith.

11.3 In the event that both the parties are unable to resolve their dispute in the aforesaid manner after not less than 30 (Thirty) days from the date on which the consultations have started, then such dispute shall be referred to and finally be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. On such request “The Client” shall nominate a Sole Arbitrator who will resolve such dispute and the seat of arbitration will be at Indore (Madhya Pradesh).

12. DISCLOSURE

12.1 You warrant that You have fully disclosed to Us all material information and circumstances known to it which would be likely to affect Our decision to enter into this Agreement (including but not limited to information relating to qualifications, skills and criminal history of Your employees and agents who will be involved in providing the Services under this Agreement).

13. MISCELLANEOUS

13.1 This Agreement contains the whole agreement between the parties.

13.2 Any waiver by Us of any one breach or default by You will not constitute a waiver of any other breach or default. A waiver by Us is only effective if it is in writing

13.3 No variation of the terms of this Agreement will be of any force or effect unless it is in writing and signed by the parties.

13.4 If any provision of this Agreement is found to be void, voidable, illegal or otherwise unenforceable, the parties will amend that provision in a manner which reasonably achieves the intention of the parties or, at Our discretion, that provision may be severed from this Agreement and the remaining provisions of the Agreement will remain in full force and effect.

For “The Client”

Mr. Rahul Patidar



Director

Techcoopers Software Solutions Pvt. Ltd.

For “The Supplier”

Gurpreet Singh

Address: First Floor, Mohali Sector 80, Near Kendriya Vidyalaya School, Punjab, 140308