# AGREEMENT OF OUTSOURCING

This agreement is entered on the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“**Executed Date**”) at Chennai between:

**BETWEEN:**

**TITHSOFT TECHNOLOGIES PRIVATE LIMITED,** (hereinafter referred to as **“Service Provider”**), a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at No 1162 , LIG 2, TNHB, Avadi, Chennai - 600 054. which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns of the **First Part**;

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, having its registered office at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** represented through **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (hereinafter referred to as **“Client”**), which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns of the **Second Part;**

The Service Provider and the Client shall hereinafter be collectively referred to as the "**the Parties**".

**WHEREAS** The **Service Provider** is into the business of IT Services and Consultancy across India and has offered **Client,** to provide outsourcing Services with suitable candidates to match their requirement based on the positions declared by **Client.**

And **WHEREAS** **Client** has also agreed to the offer and both the Parties have decided to enter into this agreement which witnesses the terms and conditions as follows:

**OBLIGATIONS OF PARTIES**

Service Provider introduce Candidates to the Client on the understanding that if an appointment is made within 6 months of the introduction by Service Provider, the following terms and conditions will apply:-

1. The Client undertakes to notify Service Provider immediately upon agreeing to engage a Candidate introduced by Service Provider and the terms of the engagement. The Client agrees and undertakes to pay Service Provider the contract amount decided at the time of Contract Requirement Request. The Candidate will be a Full-Time employee with Tithsoft Technologies and will be reciving payroll from Tithsoft Technologies Pvt. Ltd.
2. Introductions are confidential. If Service Provider introduces a candidate that the client then introduces to another third party, who engage the Candidate as a contractor, the Candidate will be a Full-Time employee with Tithsoft Technologies and will be reciving payroll from Tithsoft Technologies Pvt. Ltd.
3. Whilst every endeavor is made by Service Provider to introduce satisfactory candidates to the Client, it is the responsibility of the Client to satisfy themselves of the suitability of an applicant before engaging them. If required, the Client may take references and arrange medical examinations prior to the appointment of the applicant. Service Provider will provide help where possible to facilitate these processes.

**PAYMENT TERMS AND INVOICING**

A Service Purchase Order (hereafter Referred as PO) will be generated everymonth for the Contract Candidates billing hours and will be sent to the Client over mail or Hardcopy(whichever is requested from the Client). The payment has to be made via RTGS/NEFT/cheque in favor of "TITHSOFT TECHNOLOGIES PRIVATE LIMITED". Invoices will Include Goods and Service Tax which is Over & Above our Placement Fee.

An invoice will be sent to the Client upon commencement of employment and Placement Fee is payable within **30 days**.

**APPLICABLE LAW AND JURISDICTION**

This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of India, and the Parties consent to the jurisdiction of the courts of Mumbai, India for settlement of any disputes that may arise under this Agreement.

**BUSINESS ETHICS**

Both the Parties shall continue to perform the obligations under this Agreement without breaching the terms and conditions and shall follow the general business ethics of the market. When there are some non-adherences from a Party, the other Party shall be at liberty to point out the same and shall allow the Party to rectify the same within reasonable period of time. Such non adherences shall include but not limited to recruitment terms, payment terms etc.

**AMENDMENT**

This Agreement may be amended in whole or in part only by the written consent of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as on the date written herein.

**Please take a note of our GST No. & PAN CARD No. below:**

|  |  |
| --- | --- |
| TITHSOFT TECHNOLOGIES PVT. LTD. | Company Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| PAN CARD NO: AAKCT5188K  GST NO: <TBD> | PAN CARD NO: \_\_\_\_\_\_\_\_\_\_\_  GST NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**In agreement with the above Terms and Conditions:**

|  |  |
| --- | --- |
| Signed for and on behalf of:  TITHSOFT TECHNOLOGIES PVT. LTD. | Signed for and on behalf of:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Signatory: Mrs. Mary Duke | Authorized Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title/Position: Managing Director | Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: | Signature: |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_ |