

# **Freelancer Worker Employment Agreement**

**Invensis**

**&**

**Thomas**

## **Freelancer Worker Employment Agreement**

This FREELANCER CONTRACT, herein referred to as the “Agreement,” is made and entered into on the day 17th of May, 2023, by and between:

Invensis (“Company”), a IT ENABLED & LOGISTICS company engaged in the business of AUTO DEAL & SERVICE PROVIDER with legal business address at Embassy Tower, 4E B BLOCK 4EBS, Fourth Floor, 55, Red Cross Rd, Egmore, Chennai, Tamil Nadu, 600008.

Thomas (“Freelancer”), an independent freelancer engaged in the business of data entry to my client, and whose legal residential address is at 348A,Railway Road ,Ammapettai ,Thanjavur-614401 .

### **Position**

Your Job title is to be data entry operator. Place of Work the Employee shall perform their duties at the location of their choice.

### **Place of Work**

The Employee shall perform their duties at the location of their choice.

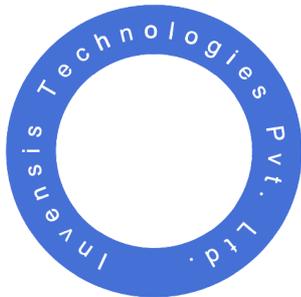
Company is in need of a data entry operator for form filling projects and has expressed interest in commissioning Freelancer for the performance of certain duties in line with the aforementioned purposes.

Freelancer acknowledges and agrees to perform such duties for Company under the terms and conditions of this Contract.

### **Duties**

The duties the Employee shall perform are the duties set out in the Job Description attached to this agreement. As a remote worker, you are expected to produce outputs in line with this job description and other reasonable instructions

Payment will be made by direct credit to the Employee’s nominated bank account or through UPI



## **CONTRACT**

### **1. PURPOSE**

This Contract is made by and between Company and Freelancer for the following purposes:

1.1 That both the Parties has decided with sweet will and free consent to work together for gains.

1.2 The purpose of Parties behind this Agreement is to work for gain in relation to the Freelance services.

1.3 Freelancer shall create and accomplish project materials and all other instructed work by Company, as per the purposes of this Contract.

1.4 Freelancer shall be given deadlines for each project. Such deadlines must be met strictly by Freelancer. Late submissions shall be subject to penalty and late submission will not be accepted.

### **2. SCOPE OF WORK**

The original data will be available on the work environment software provided by company at the time of signup. Business associate are required to feed the provided data in the provided software as per the guidelines. Data supply and preservation of the output file is done online on real time basis. the party of the first part is collecting is collecting data for banking formalities & auto dealers of our end clients, by typing in company's portal are also working on this project those person are qualified in their work and fulfill the company requirement the company will pay for them according to terms & condition.

2.1 The First Party shall provide details of the FORMS through the login credentials shared through SMS Or Email.

2.2 The Second Party further Represents to the First Party, the time for the Completion of the said data entry related services as mentioned in this Agreement, shall Commence Immediately upon logging on the portal OR if the Commencement Date is mentioned in the said Communication, from such date, and it shall Continue to Access its said Portal/E-Mail as provided in the Records of the First Party, as frequently as necessary for the said Purpose.

That the Second Party agrees to pay Rs. 7204 as charges for membership, Portal charges, stamp duty and other applicable charges in case of failure to submit complete workload or to provide workload on time with desired

accuracy. This membership will include Jobs Vacancy information in Pan India through our Social Media platform.

That in lieu/consideration of the above Fees/charges, the first party will provide agreement which will be valid for 1 month but project duration will be 5 days as mentioned. It also pertinent to mention here that one project will contain 400 FORMS in one project however total projects are 5 freelancer have to complete all projects on time with desired accuracy if not completed freelancer have to bare the all project loss cost 36000 rs.

### **3. PLAN DETAILS:**

Second party will get 400 forms for 5 days. Per form rate will be Rs. 35/-.

(a) No initial payment is required to be given by second party.

(b) After getting the accuracy report of having 80% above accuracy, your payment will be processed within 2 international working days in to your respective bank account. An accurate form is that which doesn't have any error such as spelling/punctuation/extra space/extra text/missing text.

(c) In the matter of failure, non-submission, accuracy below 80% then company is entitled to receive amount of Rs. 7204\* by any cost from the second party. If in case second party need extra time then charges will be Rs. 2100/- for 24 hrs. If second party passes and achieves the accuracy of 80% or above, then amount will be deducted from his work payment and remaining shall be paid.

(d) The charge of Rs. 7204\* is related to service, development and maintenance cost of the platform where he is working online.

### **TIMEFRAME FOR COMPLETION OF TRANSCRIPTION:**

The Second Party shall complete the services of the said Data entry work in four (5) days TAT period, i.e., maximum 400 FORMS can be completed within a period of 5 days. The Second Party alone shall be responsible for the maintenance of Hardware and Personnel for such timely services and no excuse of whatsoever Nature shall be entertained for delay in Supply of services, since Time is the Essence of this Contract.

### **TERMS OF PAYMENT AND COMPENSATION:**

1) The Payment Terms for each of the Plans shall be as Under:

The payment for every FORM will be INR 35 but achieving 80% accuracy is compulsory for this payment and compensation. If you will achieve accuracy below 80% then INR 5 will be given per accurate FORMS but completion of project is mandatory. The Entire such Payment Payable by the First Party to the Second Party, shall be made within maximum 7 days of the Receipt of the Accuracy Report. In each plan the payment shall be made only for the accurate data processing of FORMS. Any Inaccurate data processing will not qualify for the payment regardless of number of errors found in that page, more or less

### **Dispute Resolution, Governing Law and Arbitration:**

a) This Agreement shall be governed by laws of India. Any dispute arising in relation to this Agreement shall first be resolved through amicable way i.e. amicable talks and then arbitration under the Arbitration & Conciliation Act, 1996.

b) The First Party shall notify an Arbitrator to the Second Party. Provided that none of such arbitrators shall have represented or had a business connection with the First Party previously.

c) The arbitration shall be held Karnataka and conducted in English language. Every order of the arbitrator shall be justified by reasons in writing.

d) Notwithstanding the foregoing, the First Party shall be entitled to obtain such injunctive or equitable relief as may be necessary by any court of competent jurisdiction including any court having jurisdiction over a place where the Second Party is having presence.

### **DECLARATION / UNDERTAKING BY THE FREELANCER**

1. I hereby declare that I have read the firms Policy for Use of Computer Facilities which explains the behavior expected from the freelancer and also their obligations relating to the agreement:-

Not to disclose the system password to anyone.

Not to leave my PC unattended. I would be personally responsible for its misuse of any nature when I am away.

Not to share Company's confidential information with anyone. Nor proprietary/confidential information.

I assure that the sign which is done digitally is done by me with full responsibility. I am liable to pay the portal charge, if I don't complete the task within stipulated time or with desired accuracy.

To take print out of mails only when absolutely necessary.

To always send documents in pdf format.

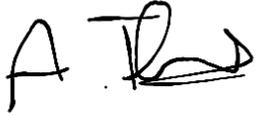
Not to use any type of software from any source at any time whatsoever. If required for official purpose at any time, approval from IT department will be taken in writing to make sure such software are scanned properly before use, and such software will be downloaded legally and with IT department's consensus.

Password given should be confidential.

2. I fully agree and accept that it is my personal responsibility to adhere to the Company's I.T. Policy and any amendment / modification thereof and to comply with all of the provisions stated therein in true letter and spirit. I

understand and accountable for any consequence or any misuse of system. I further undertake to abide by the I.T. Policy guidelines as a condition of my employment and my continuing employment in the Company.

I ACCEPT ALL TERMS AND CONDITIONS



Thomas

348A,Railway Road ,Ammappettai ,Thanjavur-614401





17th-May-2023