

**MUTUAL AGREEMENT OF
WWW.BPOPROJECTSINDIA.COM
THIS AGREEMENT IS ENTERED AT CHENNAI
ON THIS 19-10-2019**

M/S BPO PROJECTS SERVICE INDIA, a Company corporate under the provisions of the Companies Act, 1956 and having its registered office at, RMZ Millenia Business Park, No-143, M.G.R Road, Phase 2, Level-6, Kandancavadi, Perungudi, Chennai, Tamil Nadu 600096 INDIA . (Here in after called as 1st party)

M /S SIGMA OCTANTIS BUSINESS SERVICES, Near Nagarpalika, Next to Shivshakti Poha Mill, Karad , Maharashtra- 415110 (Here in after called as 2nd party)

FIRST PARTY

SECOND PARTY



Authorized Signature

Authorized Signature

1. The 2nd party accepts that the 1st party agreed to provide the online ads posting work to the 2nd party on an interim arrangement of 05 individual work ID will be executed by him on 19-10-2019, which has to be started on 19-10-2019. The billing the 1st party subject to conditions set out and agreed between either parties.
2. The 2nd party accepts that the 1st party agrees to provide Work from time to time regularly to the 2nd party if the 2nd party completes the Work on satisfactory of the first party.

The 2nd party accepts the accuracy and payments very clearly.

In 2nd party working panel for activated records only 2nd party eligible for payment if he achieve above three thousand rupees and above.

1.TDS and Administrative Charges will be deducted from the Payment.(TDS as per Govt. Norms +7.7% Administrative and Handling charges)

The 2nd party accepts the terms and conditions provided by the first party. The second party will not claim anything if the first party takes action according to the terms and conditions.

TERMS AND CONDITIONS

1. Login using your user id and password.
2. Click Data entry in menu bar it will redirect to your working panel.
3. In working panel you will see subject and message. You need to copy that content and paste it in the 3rd party website link provided by admin in your panel.
4. After posting the ads in 3rd party website you need to copy the link from address bar of the ads displaying page and then paste it in your panel and submit it.
5. If the 3rd party website link is not available type error in your url submission field. For error submission records will be rejected. You will not get any money for rejected records.
6. For properly posted ads only will be activated by admin. For that particular activated records only you will get pay-ment
7. Each activated record you will get Rs.5/- Per Ad If the record is not activated 2nd party have to wait until activation, BPO PROJECTS SERVICE INDIA is responsible for the pending records at end of this agreement period.
8. If the given subject, message, 3rd party website link, your ads posted link are not same your record will be rejected And if posted ad expired before Quality Checking that record will be rejected.
9. The ads should post in 3rd party website which given by admin. If you post ads in any other website that record will be rejected.
10. 2nd party accepts that no dispute shall be entertained regarding Q.C (quality checking)
11. 1st party is not responsible for non-working of third party website and website changes.

WORKING ONLINE: All work assigned to Executives has to be carried out ONLINE..

TRAINING: We have an online training page in our website. You can gain access to the online training page using the username / password demo/demo. Personal training will be provided ABSOLUTELY FREE OF COST.

EARNINGS: No monthly stipend/ Salary is paid to Center. Center are eligible to receive the following Payments on a monthly basis, based on the number of records posted by them correctly (for only activated rec-ords).

PAYMENTS: Payment details will be displayed in our website between 26th to 30th of previous month. Executives are requested to login to our website & find out the payment details directly yourself. Payment Cheques

will be dispatched batch wise spread over a period of 3 to 4 weeks thereafter. Earnings below `3,500/- will be clubbed with the earnings of next month. The cheque will be made out in the "Payee Name" and payment will be subject to applicable taxes. The charges incurred by BPO PROJECTS SERVICE INDIA in processing the cheque and in delivery will be deducted from the actual pay-out amount.

6. TERMINATION OF WORK: The Management reserves the right to terminate the work of any Executive. If the executives disregards/violates the company Terms & Conditions or when the executive is not taking active interest in the work for more than 10 days.

Conditions for termination based on non-performance

6.1 1st Party may terminate this Agreement without penalty if 2nd fails to meet any of its performance obligations hereunder or otherwise commits a breach of any term or provision of this Agreement and fails to cure the same within 5 days after written notice from 1st Party. This Agreement shall automatically terminate forthwith without notice in the event 2nd Party liabilities exceed its assets, or if 2nd Party is unable to pay its debts as they become due,

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6.2 or files or has filed against it a petition in bankruptcy, for reorganization or for the adoption of an arrangement under any present or future bankruptcy, reorganization or similar law (which petition if filed against 2nd Party shall not be dismissed within 5 days from the filing date), or if 2nd Party makes a general assignment for

6.3 2nd Party must generate a minimum revenue every month if fail to do so the 1st Party is authorized to terminate the contract.

6.4 Initial service charge paid by the provider is non-refundable as it is completely invested to start the provider setup.

6.5 Only two times modification in the provider's website is applicable and other changes will be chargeable depending on the requirement.

6.6 Misuse of installed dialers on the provider's system for any purpose will be the violation of the agreement.

6.7 Support is available around the clock to assist in case of server maintenance or server issues the provider need to cooperate.

6.8 2nd Party Company registration documents will be given by the seller as per government norms once it applied.

6.9 2nd Party must get appointment letter from the seller prior visiting the office.

6.10 Installation and Training will be on hold until Provider make payment of the entire service charge.

6.11 The 1st Part shall not be liable for any claims, damages arising out of any negligence, misconduct or misrepresentation by the Provider or any of its representatives.

6.12 The 1st Party shall under no circumstances be liable or responsible for any loss, injury or damage to the Provider, or any other party whomsoever, arising on account of any transaction under this Agreement or as a result of the Process being in any way failed in unfit condition, infringing/ violating any laws / regulations / intellectual property rights of any third party.

6.13 The 1st Party will be creating the specific website for 2nd Party on BPO Process. This revenue purely depends on 2nd Party agent.

6.14 The Agreement will be Valid only after complete of total investment mentioned in Invoice

LIMITATION OF LIABILITY

BPO PROJECTS SERVICE INDIA shall not be liable for any special indirect, punitive, incidental, special, or quential damages relating to conse-the participation or inability to participate in the Service.

BPO PROJECTS SERVICE INDIA is not responsible for damages or losses that result from participating or inability to participate in the Service, or reliance on or use of information, services, or merchandise provided on or through the Service.

You acknowledge and agree that BPO PROJECTS SERVICE INDIA neither endorses the contents of advertisements or third parties' web sites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facili-tated thereby.

To the maximum extent allowed by applicable law, nor any of its parents, members, subsidiaries, service pro-viders, licensors, officers, directors or employees shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this agreement, resulting from the use or the

inability to use the service or for the cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through the service or resulting from unauthorized access to or alteration of user's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if such party has been advised of the possibility of such damages. Without limiting the foregoing, everything on the site is provided to you "as is" without war-ranty of any kind, either expressed or implied including, but not limited to, the implied warranties of services, merchantability, fitness for a particular purpose, or non-infringement.

BPO PROJECTS SERVICE INDIA disclaims all liability, regardless of the form of action, for the act of other mem-bers, or users including unauthorized users, or hackers of the service.

The 2nd party accepts that, Quality checking is done by technical officials of the company according to the time period. So 2nd party should not claim to done records immediately. It will done according to the technical offi-cials & man power availability of the company. Because it is a Non- accuracy based unlimited job with 1 year validity according to the terms of the agreement

PARTICIPATION IN PROMOTIONS OF ADVERTISERS AND PARTNERS

Your correspondence with or participation in promotions of Service advertisers and partners, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associ-ated with such dealings, are solely between you and the advertiser or partner. We assume no liability, obliga-tion, or responsibility for any part of any such correspondence or promotion, including without limitation with-drawal or modification of any offer or promotion.

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You understand that, in some cases, there may be a delay in the crediting of Points for promotions of advertisers or partners due to advertiser's or partner's failure to provide necessary information to us for the crediting of such Points. We will not be responsible or liable for the delay or failure to credit Points in such event.

NON-TRANSFERABILITY

you are not allowed to share your account with any other individual. Nor are you allowed to transfer accounts to someone else.

Your membership will terminate immediately in the event of your death. Service accounts are not transferable upon death or otherwise by operation of law.

MODIFICATIONS

BPO PROJECTS SERVICE INDIA reserves the right to change this Terms and Conditions document. Current members will be informed by email, however it is also your responsibility to check this document periodically for any changes or modifications and you must not rely on e-mails as a sole source of information regarding this agreement or your membership. Your continued use of our website constitutes an affirmative acknowledgement by you of the Terms and Conditions and any subsequent modifications made to it and your agreement to abide and be bound by the Terms and Conditions document in its modified form.

We reserve the right to modify or discontinue the Service with or without notice to you. We shall not be liable to you or any third party should we exercise our right to modify or discontinue the Service.

NOTICES

all notices given by us to you will be given by email, postal mail or by general posting on the Web site.

INDEMNIFICATION

you agree to indemnify and hold us, our affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim, demand, expense, or damage, (including reasonable legal fees) made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of the Terms, content you submit, post to or transmit through the Service or your violation of any rights of another.

MISCELLANEOUS

TERMS AND CONDITIONS and the relationship between you and BPO PROJECTS SERVICE INDIA shall be governed by the laws of the State of Tamil Nadu without regard to its conflict of law provisions. You and BPO PROJECTS SERVICE INDIA agree to submit to the personal and exclusive jurisdiction of the courts located within Chennai, Tamil Nadu.

This Agreement constitutes a complete and exclusive understanding between us and you relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, communications, and/or Advertising with respect to such subject matter provided that nothing in this Agreement seeks to limit or exclude any right either party may have in respect of fraudulent misrepresentation

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

If any part of these Terms is unenforceable (including any provision by which BPO PROJECTS SERVICE INDIA excludes its liability to the Member), the enforceability of any other part of these Terms will not be affected.

The User agrees that they have no objection to terminate account for any kind of illegal activities.

2nd Party Thumb Impression

PHOTO

###name###

E.MAIL ID: ###emailid###

PH: ###mobile###

Witness(1st Party):

Witness(2nd Party):