

**MUTUAL AGREEMENT OF  
WWW.BPOPROJECTSINDIA.COM  
THIS AGREEMENT IS ENTERED AT CHENNAI  
ON THIS 22-10-2019**

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. BAGHEL CONSULTANCY SERVICES, MR. SHUBHAM SINGH, A504 ,Horizon Oasis Green Opposite to space park, phase 1 Mahalakshmi Nagar, Indore-452010. (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 form filling job to the 2nd party on an interim ar-rangement of 05 work IDs will be executed by company name on 22-10-2019, which has to be started on 22-10-2019. The billing the 1stparty subject to conditions set out and agreed between either parties.

**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 five hundred rupees and above.**

**1.TDS and Administrative Charges will be deducted from the Payment.(As per Company.Norms +12.4% Administrativeand Handling charges)**

The 2nd party accepts the terms and conditions provided by the 1st party. The 2nd party will not claim anything if the first party takes action according to the terms and conditions.

1. JOB PROFILE: Executives will be required to type the content of the image, which displayed in the right side and the data has to be typed in left side according to the required fields. If the field is empty type Nil. Grammatical mistakes found that record will be rejected. In Title should contain Wanted in front of that job re-quirement. Executives must work themselves.. All new members must read the IMPORTANT INSTRUCTIONS given in the website/overleaf before starting the work. Multiple logins will not be permitted and the posted records in multiple logins will not be paid (Multiple logins means - Two or more members login into the website at a time with the same username and password) If Multiple logins accrued User account will be locked. To release the lock user should send E-Mail to support@bpoprojectsindia.com after the mail sent it would take minimum 24Hrs to activate your account. It continues more than three time user account will be terminated without any prior notice.

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

3. 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.

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

5. PAYMENTS: Payment details will be displayed in our website between 26thto 30thof previous month. Center are requested to login to our website & find out the payment details directly yourself. Paymentwill be dispatched batch wise spread over a period of 3 to 4 weeks thereafter. Earnings below `3, 500/-willbe clubbed with the earnings ofnext 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 INDIA in processing the cheque and in delivery will be deducted from the actual pay-out amount.

**Non Refundable Rs.5000 per ID**

**Registration Fees**

**Validity 1 Year**

**Payment Per Form Filling Rs. 5 per form**

**Maximum earnings permitted - Unlimited**

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,

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.

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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 consequential damages relating to 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 facilitated thereby.

To the maximum extent allowed by applicable law, nor any of its parents, members, subsidiaries, service providers, 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 warranty 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 members, 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 officials & 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 associated with such dealings, are solely between you and the advertiser or partner. We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion, including without limitation withdrawal or modification of any offer or promotion.

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.

**FIRST PARTY**

**SECOND PARTY**



Authorized Signature

Authorized Signature

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: ###email###

PH: ###mobile###

Witness(1st Party):

Witness(2nd Party):