



ગુજરાત ગુજરાત GUJARAT

નંબર : ૩૧. ૫૦

તારીખ :

નામ :

ઠેકાણું :

કે. જી. ફોતરીયા

લા. નં. એસ.બી. ૪૨૮, ૪૨૮/૧૯૯૯

એ-૪, સેલ્સ ક્લેટ, એમ.સી.આમદાવાદ ના સપ્લો

લેનારની સહી

LEGAL AGREEMENT

This Agreement executed between Mod Tech, Incometax Circle, Ashram Road, Ahmedabad, Gujarat 380027, Herein after for brevity's sake referred to as Client, which expression shall, unless exclude by or repugnant to the context, be deemed to mean and include its permitted assigns and successors-in-interest.

Whereas the Client is engaged in the business of outsourcing the business for the IT and IT enabled services industry and whereas it has entered into an agreement with its **Prince Kumar Soni, SORIL.76 NEAR SHIV MANDIR COLONY NO.3 KATHERA BOKARO KATHARA JHARKHAND 829116, PRINCE122010@GMAIL.COM, 7033811400**, hereinafter for brevity's sake referred to as Business Associate to execute the data entry operations described in detail in the scope of work, which need to be executed through various delivery partners

Presently it is in a position to procure the business for form filling more meaningfully described in the column Scope of Work, through their principals. The current project is carried out under the cost of Client and not an assignment as such acquired by client. AND WHEREAS the Business Associate is engaged inter alias, in the business of providing a wide Spectrum of software solutions & services. The Business Associate has acquired the necessary expertise and developed the requisite skill base and infrastructure for successful execution of Form Filling Projects.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Work: The Original data will be available on the work environment software provided by Mod Tech 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.

2. Remuneration: For the Form Filling services rendered by the Business Associate, they shall be entitled for payment of price 25 RS (INR) Max per form which is only being undertaken to test the skills of the Business Associate.

The Business Associate shall raise invoice every week with the data. The Client will pay each bill within maximum 72 HRS, from the date of issue of Quality Check report. The Invoice can be raised through e-mail. Q.C. report will be provided in 7 International Working Days from the date of submission.

3. Billing: Client will provide workload of 800 FORMS in 7 DAYS/ 2000 FORMS in 20 DAYS. This agreement has been signed for 1 system. The Client will make the payment for the billing within 5 INTERNATIONAL WORKING days from date of raising the bill subject to the quality check report

4. Application Fee(s): The Business Associate shall have to pay maintenance amount of 3999 INR/ 7999 INR

5. Accuracy: Client must provide adequate feed back within 15 working days for all data and on completion of quality check shall issue a quality report. Both parties agree to assure highest quality of end service. Following cycle for accuracy will be followed.

Cut Off Forms - 720 / 800 (In Total) - above 90% @ 25 INR Per Forms

Below Cut Off - ID Terminated.

The Q.C. Department Will Check The Forms Randomly.

Till The Submitted Slot Is Rejected Above The Cut-Off Criteria

If client makes any mistake (Includes Spelling, Punctuation, Extra/Missing Space, Extra/Missing Word, Extra/Missing Line etc.) in a form that form will be rejected, likewise client have to maintain cut off or accuracy.

If all the forms are in submit mode then the Q.C. Report will be generate else not. If forms are in save mode then Q.C. Report will not be generated and that thing will be consider as Incomplete submission only.

You can save the forms, in case of queries/doubts, which can be resolved by raising query section within 2 hours. Saved forms are editable/changable for 48 hours only, then after all those forms will automatically submitted and becomes non-editable.

6. ID Allocation :- Business Associate will get single id/multiple I.D to work on and business associate can work 24X7 on this id.

If company found that there are multiple logins of a single I.D., The company will not

be responsible for the corruption of the data in both online and offline modules. And your I.D. will get terminated without any intimation.

7. TAT (Turn Around Time): The Second Party has 7 Days/20 Days (include holidays) to complete the New work and Second Party has to send it to First Party. The First Party shall give an accuracy report within 3-4 working days for the New Work, after submissions as per technical specifications which are included in this agreement with accuracy parameters.
8. Client agrees to provide formats and other information for processing the job to Business Associate at the time of providing the data. By which the client will be testing the skill of Business Associate for any future assignments acquired by the Client.
9. Telecommunication cost applicable at each end shall be borne by the respective parties
10. Business Associate will execute the data processing work provided by Client through experienced persons in such manner so as to carry out the work efficiently at minimum of 90% accuracy for out files.
11. This agreement represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of Three months from the date of execution hereof. The client's specifications in terms of quality and other parameters that shall be issued by the Client/ their principals from time to time and acknowledged by the Business Associate shall be read with this agreement.
12. It is agreed by parties that the agreement is valid only for the trial assignments wherein the Business Associate is tested. Upon satisfactory results, the client shall acquire Data Entry/ Form filing works from the International Companies at its own cost.
13. Termination: - If Business Associate fails to submit data on time or, if Business Associate fails to give accuracy in output files. Client reserves the right to terminate the agreement with immediate effect. And Client will not be responsible for any further data and payment to the Business Associate. And Business Associate will be liable to pay the maintenance amount to the Client as mentioned in point 4 in this agreement and Business Associate will also be liable to pay Client's expenses for legal proceedings.
14. No modification of the terms of this AGREEMENT shall be valid unless it is in writing and signed by both the parties to this agreement.
15. Force Majeure: If the rendition of the Form Filling Services is hampered due to earthquake, flood, tempest, civil riots or Act of God then the Business Associate shall be absolved of its obligations hereunder till normalcy is restored after the cessation of the aforementioned contingencies. The Business Associate shall likewise be absolved if rendition of the services is hampered due to a strike called by the date entry operators engaged by the Business Associate, violence or political turbulence or for any other reason of a similar nature, which is beyond the control of the Business Associate.
16. Severability: Unenforceability of any provision of this Agreement shall not affect any other provisions herein contained; instead, this Agreement shall be construed as if such unenforceable provision had not been contained herein.
17. Variation: Except as otherwise expressly provided in this Agreement, this Agreement may not be changed or modified in any way after it has been signed, except in writing signed by or on behalf of both of the parties.

18. **Dispute Resolution & Jurisdiction:** In the event of any dispute or difference arising between the parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or rescission thereof, including the rights, obligations or liabilities of the parties hereto, the same will be adjudicated and determined by arbitration.
19. The Indian Arbitration & Conciliation Act, 1996 or any statutory amendment or re-enactment thereof in force in India, shall govern the reference. Both parties shall appoint their respective arbitrator, and both arbitrators thus appointed should appoint the third Arbitrator who shall function as the presiding Arbitrator. The venue of arbitration shall be AHMEDABAD (GUJARAT). The Courts in the city of AHMEDABAD shall have exclusive jurisdiction to entertain try and determine the same.
20. Both the parties hereby agree neither to Circumvent or nor to disclose the identities, Information as well as the essence of the project etc of each other's/Principals, clients etc to any other Third party and neither of us will approach each other's contracts as identified from time to time.

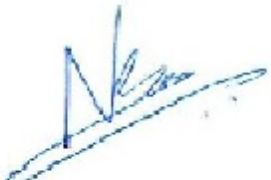
IN WITNESS WHEREOF the parties hereto have executed these presents on the date 08-09-2018 here in before written:

Client:
Associate:

Business

For, Mod Tech

For, Prince Kumar Soni

For, 
Proprietor



Authorized Signatory

Customer Signatory