

# Agreement



## Party No.1

**Company Name :** SPARKLE ENTERPRISES

**Address :** Main Road, 205, Vijay Plot Main Rd, Rajkot, Gujarat pin code 360002

## Party No.2

**Name :** Akash Kumar

**Address :** S / O : Sompal, Kutbi, Kutba, Muzaffarnagar, Uttar Pradesh, 251318

Whereas, (Company); and Whereas, E - Contractor has expertise that Independent contractor and (Company) believe may be applicable to the work of (Company) project & services; now therefore, in consideration of the foregoing and of the mutual Covenants in this contract, (Company), and Independent Contractor agree as follows.

## NOW THISE - CONTRACT WITNESSETH AS FOLLOWS:

## BOTH PARTIES ARE MUTUALLY AGREED FOR THE FOLLOWING POINTS:

**1.Service :** Independent Contractor shall provide adequate work to the Company including in given timeline. Independent Contractor and the Company may agree, orally or in writing. On additional services or development tasks that are to be performed under this E-Contract. Any change in compensation, or the term of the contract must be in writing.

**2.Agreement :** Will execute work provided by Client through experienced persons in such manner so as to carry out the work efficiently at minimum of 90% accuracy for outfiles.

**3.Compensation :** For the data entry services rendered by the Independent Contractor they shall be entitled for payment of price 100/- Rs. (INR) per page (if you achieved cut-off above 225). The Independent contractor shall raise invoice after completion of work with the data. The Client will pay each bill within maximum 3 international working days, from the data of issue of Quality Check report. The Invoice can be raised through-mail.

Quality Control report will be provided in 72 Hrs. International Working Days from the data of submission.

**4.Payouts :** Company will provide workload of 250 pages 07 day. This MOU has been signed for 1 system. (Rs. 25,000/- cut of Rs. 6,700/- Company providing you salary Rs. 18,300/-)

**5.TAT :** You have 07 days (include holidays) to complete the work and Independent Contractor has to send it to Company. The Company shall give an accuracy report within 72 hrs. For the New Work, after submissions as per technical specifications which are Included in this agreement with accuracy parameters.

**6.Extension :** If you want Extra days to complete the Project than you need to pay RS 2000/- extension amount to the Company.

**7.Legal Matter :** 1)According to section 2(h) of Indian Contract act 1872 “ An agreement Enforceable by law is a Contract”. 2) Section 10A of the IT Act 2008 gives legislative Authority to E – Contracts. It says that, “where in a contract formation, the communication of proposals, the acceptance of proposals, the revocation of proposals and acceptances, as the case may be, are expressed in electronic form or by means of an electronic record, such contract shall not be deemed to be unenforceable solely on the ground that such electronic form or means was used for that purpose. In the event of any dispute or difference arising between the parties here to 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 off the parties hereto, the same will be adjudicated and determined by arbitration. The venue both parties shall be Dhule Maharashtra, Dhule shall have exclusive jurisdiction to entertain try and determine the same.

**8.Termination clauses :** If you fail to submit data on time or, if fails to give accuracy in output files. Company reserves the right to terminate the e contract with immediate effect. And Connecting Jobs Services Pvt. Ltd. will not be responsible for any further data and payment to the agreement. 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 you I.D. will get

9.Terminated without any intimation. If we find any 2 login/ logout together, 2 IP address without login/ logout, browser upgrade/ degrade without login/ logout then ID will be terminate without any prior intimation. Agreement is valid for this project.

#### **AGREE TO PAY CONFIRMATTION**

At THE BOOKING TIME NO Initial payment is required to pay, but you must have to pay Rs. 6700/- amount for utility and maintenance on following grounds.

**Mail id - haplinedepartment@gmail.com**

**Helpline mobile no - 8649854758**

i. This charges related to service, development and maintenance cost of the platform where you working online. If you deny paying the said amount then Company will take this matter legally & all the expenses will be bear by your side, Company is not liable for the same.

ii. This charges related to service, development and maintenance cost of the platform where you working online. If you deny paying the said amount then Company will take this matter legally & all the expenses will be bear by your side, Company is not liable for the same.

#### **Terms &Condition:-**

- You must have to provide 90% accuracy in data entry work for 250 pages in 07 days.
  - Viz Cut off pages are 225 (In Total) - for full payment.
  - If client makes any mistake in a pages that will be rejected, likewise client have to maintain cut off or accuracy.
  - If you can't get the first job with 90% accuracy, the company will decide whether to give you a second job or not.
  - If for any reason you are not able to complete the job or there are some difficulties and if you want to cancel
  - your agreement valid for 11 month
- your contract permanently, you will be obliged to pay registration amount.

**(The unfinished work you have done is of no use to us, so don't insist on it because we have to bear the loss.)**

#### **Declaration**

In witness where of the parties hereto have executed these presents on the date here in before written **Akash**  
**Kumar** hereby affirm by my signature that I have read this work from Home Agreement, and understand and agree to all of its provisions. The work from Home Agreement itself is not a contract of employment and may not be construed as one. I understand that I am accountable to all previous confidentiality agreements, policies and procedures of the Company. I have read a copy of the work from Home Policy. I understand all the rules & regulation which are mentioned agreement and I am ready todo work with Connecting Jobs Services Pvt. Ltd.

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AUTHORIZED SIGNATURE

AKASH

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