



Work Order

Service Agreement

This agreement dated on **30th day of May, 2017**, by and between BackOffice Associates Asia having its office at **BackOffice Associates Asia Private Limited** herein represented by its authorized representative **Mr. Patrick Tan** hereinafter referred to as the "**Client**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the **ONE PART**

And

Thomson Data LLC, having its office at 4512 Legacy Drive, Suite 100 Plano, TX 75024 herein represented by its authorized representative and Account Manager- Mr. George Mathews (hereinafter referred as "**Thomson Data**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the OTHER PART.

Solution provided by Thomson Data

Custom list building solution

Providing custom list or customer profiling service as per clients' target criteria. The custom list will have company name, contact name, phone number, address, industry/SIC code, NAICS code, revenue/employee size, email address, Linked-In profile (optional). The list will be delivered in excel for access as per Clients' convenience.

Target criteria:

Technology type: AS400		
Job title: Job title: IT, Operations titles, Finance titles- All manager level, No C-level except for CIO only		
Countries: Australia, New Zealand, Philippines, Malaysia, Indonesia, Japan, Singapore, Hong Kong, Thailand, and India		
No of contacts available: 6,616		
Australia	2,330	1,350
New Zealand	275	145
Philippines	345	265
Malaysia	445	365
Indonesia	411	330
Japan	465	385
Singapore	475	370
Thailand	340	270
Hong Kong	105	80
India	1425	855
Total	6,616	4,415

Service details

SI	Package Details	Amount
1	Target Criteria 1: Custom list building without Linked-in profiles- Custom list will have company name, application type, contact name, job titles, phone number, address, email, industry/SIC code, NAICS code, revenue/employee size.	USD 3,583* (Original price \$3,771)

***Offer price valid only till 31st May 2017**

Terms and Conditions

The Client and Thomson Data shall jointly be referred as "**Parties**" and individually as "**Party**", as the context may require.

WHEREAS, Thomson Data is a full service Digital Marketing firm offering Marketing database and data enhancement services for clients globally.

WHEREAS, the Client approached Thomson Data for the purpose engaging the latter to provide to the Client the services offered by Thomson Data and Thomson Data has agreed to provide such services to the Client.



AND WHEREAS, the parties are now entering into this Agreement to record the Terms and Conditions of their understanding.

1. FEES: Client will make upfront payment to Thomson Data based on the option selected by client on the work order. The remaining balance if any is payable to Client prior to completion. At any time during this service, Client can pay the remaining balance if any and take the delivery of the remaining marketing database. There is no refund available for Thomson Data Services.

2. Record accuracy: Given the nature of industry even a perfect verified marketing data could have 20% inaccurate data. However, Thomson Data gives 85%+ accuracy guarantee. Thomson Data guarantees a replacement for any inaccurate data beyond this limit and replacement for all the undeliverable emails (only hard bounce) if returned within 45 days from the date of delivery of the marketing data file. In case Thomson Data doesn't have records to replace, Client can expand the criteria and get the replacements.

3. All personal Email addresses to be provided (not general company email provided, should general email address are found, we should be able to return the list for replacement). All personal Phone numbers / mobiles to be provided (if available). Thomson Data shall provide counts as mentioned above. While delivering the file, there might be a slight difference in the counts due to verification process (4-6%).

4. Delivery of file/service: Delivery of the file/service within 7 business days from the receipt of the payment. Client can choose the file format (Ex: excel, access etc)

5. Indemnity: Either party here by agrees to indemnify, defend and hold harmless the other, its agents, trustees and employees from any and all liability, loss, damage and expenses (Including, but not limited to attorney fees) that either party may suffer as a result of claims, demands, costs or judgments which may be made or instituted against the other or its agents, trustees and employees as a result of other party's negligence, action, failure to act that might give rise to such liabilities.

6. Dispute Resolution

6.1: In case of any disputes, controversy, claims or breach arising out of or in relation to this Agreement including disputes regarding interpretation, construction, existence and validity thereof, between the parties (hereinafter collectively referred to as Disputes), the parties shall first attempt to resolve the Dispute through mutual discussions.


6.2 In case the parties fail to resolve the Dispute through the aforementioned manner within a period of fifteen days of such meeting of the parties then such Disputes, shall be referred to Arbitration by a prior written notice by either of the parties issuing the same to other. A sole Arbitrator shall be mutually appointed by parties to resolve such dispute and the seat of Arbitration shall be Plano, TX, USA. All Arbitration proceedings for the disputes between the parties shall be in accordance with the provision of The Arbitration and Conciliation Act, TX. The Award passed by the Arbitrator shall be final and binding on the parties.

Business Communication:

All communications between the parties will be carried out through the following designated coordinators:

Business Coordination			
For Thomson Data LLC		For Client	
Name	George Mathews	Name	Karen Javelona
Title	Senior Account Manager	Title	Business Development Manager, Asia Pacific and Middle East
Address	4512 Legacy Drive, Suite 100 Plano, TX 75024	Address	Unit 3602, 36/F Robinsons Equitable Tower, ADB Avenue corner Poveda Street Ortigas Center, Pasig City, Philippines
Phone	1-469-209-6587	Phone	+63 998 599 6670
Fax		Fax	
Email	george@thomsondata.com	Email	KarenJavelona@Boaweb.com

Accepted By:

	
Signature	Date



Name: _____
Title: _____
Client _____

[Handwritten Signature]
Client signature