**SERVICE AGREEMENT**

WHEREAS, **Q INFOTECH SOLUTIONS** is in the business of Outsourcing I.T. and I.T.E.S. Solutions.

And

Your **Company** is a provider of IT & ITES Services

WHEREAS, **Q INFOTECH SOLUTIONS** seeks to use **Your Companys** equipment and facilities of which manpower is a constituent of the tatter's services .which **Your Company** agrees to provide; and WHEREAS. **Your Company** warrants that it has the necessary equipment, personnel and skills to provide the Services under the terms of conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth the parties hereby agree as follows:

1. SCOPE OF SERVICES. **Q INFOTECH SOLUTIONS** hereby appoints **Your Company** **, and Your Company** accepts the appointment, to make available to **Q INFOTECH SOLUTIONS** the  
Services here of.

1. TELECOMMUNICATIONS FACILITY, **Your Company** shall provide the necessary telecommunication facilities to service the account.
2. **Payment Terms :**
   1. Payment will be made every 15 days
   2. The Contractor will raise the Invoice every 15 days
   3. The Ammount will vary from Project to Project which will be mutually agreed upon
3. **OPERATIONAL PROCEDURE/TIME PERIOiDS.**
4. The Operational Procedure to be followed by **Q INFOTECH SOLUTIONS** in providing the Services shall be decided by the parties and which shall be subject to regular reviews by the parties;
5. The Operating Schedule for providing the Services shall adhere to the schedule described.
   1. Unless otherwise stated, any reference to "day" or "days" in this Agreement shall mean calendar days.

**4. TERM OF AGREEMENT.**

The parties agree that this Agreement shall initially be for a minimum term of One month on a trial basis and automatically renewed on a month to month basis thereafter by mutual agreement of the parties (the "Term").

**5. Confidentiality,**

The Contractor acknowledges that during the engagement [he or She] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The

Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company, The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

**6. MUTUAL NON-DISCLOSURE AGREEMENT ("MNDA").**

The parties agree that the various communications and discussions between the parties will involve the disclosure by either Your Company or Q INFQTECH SOLUTIONS (the "Disclosing Party") to the other party (the "Receiving Party") of Confidential Information. For the purposes of this Agreement, "Confidential Information" means information about the Disclosing Party's business activities that is proprietary and confidential, which shall include all customer information, internal procedures, business, financial, technical and other non-public information. Each party agrees that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement and that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control. Notwithstanding the foregoing, each party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided the Receiving Party provides the Disclosing Party reasonable notice (where permitted by law) prior to any disclosure or (ii) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors. The terms and conditions of this Agreement will be deemed to be the Confidential Information of each party and will not be disclosed without the written consent of the other party. Notwithstanding the foregoing, Q INFQTECH SOLUTIONS may provide subscriber-billing information regarding a subscriber or customer of CLIENT if proper validation/verification of identity is provided by such customer/subscriber of CLIENT.

1. **Conflicts of Interest.**

The Contractor represents that [he or She] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner.

**8. TERMINATION**

8.1 QInfotech Solutions may terminate this Agreement by giving written notice to Your Company  
SOLUTIONS based on the following grounds:

1. Upon fourteen (14) days written notice, subject to the conditions stipulated in  
   Annex C.
2. In the event of a failure of equipment at Your Company end which prevents Your Company from rendering the minimum required call hours that the Services cannot be fully restored after two (2) weeks.
3. In the event that it is established that an unauthorized third (3"1) party obtained confidential information from Your Company, as defined by the MNDA. In this case, QINFOTECH SOLUTIONS may immediately terminate this Agreement. Additionally. Your Company may be held liable for damages incurred as a result of such unauthorized breach, as stated under Sections 16.1 and 16, 2, above.

8.2 Your Company may terminate this Agreement by giving written notice to  
CLIENT based on the following grounds:

1. In the event Q INFQTECH SOLUTIONS fails to pay any due amount within seven (7) days from demand made by Your Company, then Your Company may immediately terminate this Agreement.
2. Upon fourteen (14) days written notice, subject to the conditions stipulated in Annex C.

**17.4.1 Cease providing the Services;**

1. Return to **Q INFOTECH SOLUTIONS** all databases pertaining to the customers and business of **Q INFOTECH SOLUTIONS** and all Confidential Information supplied by **Q INFOTECH SOLUTIONS** hereunder and all copies thereof, in whole or in part and in all media, provided **Q INFOTECH SOLUTIONS** has paid all amounts due to **Q INFOTECH SOLUTIONS** under this Agreement.
2. Furnish **Q INFOTECH SOLUTIONS** all reports or summaries due from **Your Company.**

**9. NON-EXCLUSIVITY.**

The Services provided hereunder are non-exclusive; therefore, **Your Company** is not restricted hereunder from furnishing any type of service to any other person or entity. However, it is understood that the leads provided under the scope of this Agreement are the sole property of **Q INFOTECH SOLUTIONS,** and will riot be used, under any circumstance, for campaigns by **Your Company** with third parties. Additionally, alt materials, slides, papers, e-mails, etc. provided by **Q INFOTECH SOLUTIONS** under the scope of this Agreement are to be kept in complete confidence, and may not be disclosed to third parties, as per the MNDA in section 15.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the DATE

**Qlnfotech Solutions . Your Company**

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