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FREELANCE AGREEMENT

BETWEEN

THE LEADING PORTAL

AND

APPLICANT/FREELANCER.

DURATION:

That the Employment period shall be for ONE MONTH after which this contract is subject to renewal or as the Company may otherwise determine.

GENERAL CONDITIONS:

You (Party of the Second Part) shall be subject to such general conditions of service and regulations as will be determined by the Management of the firm. You also agreed by digitally accepting this employment contract , by digitally signing on the agreement on link sent to you on your email id { THE LEADING PORTAL }, that you will be bound by and adhere to the Company's Rules and Regulations Book and code of conduct (as the same may be renewed by management from time to time.)

PROJECT DURATION ((5 DAYS)

Sequel to your successful communication with us, we are pleased to offer you the job of {FREELANCER DATA ENTRY} with { THE LEADING PORTAL } with effect from {2023-2024} under the following terms and conditions

JOB CONTRACT FOR FREELANCING EMPLOYEMENT

This Agreement executed 2023-03-03 between **THE LEADING PORTAL** Having its Register Office at - 123 ADDRESS

(Herein after referred to as â€˜the Party HILARY, "hikj, herein after referred to as â€˜the Party of the Second Part) .

WHEREAS Client has a need for {freelancer Service}; the Party of the First Part is engaged mainly in Outsourcing of IT enabled Services and To deliver Data Entry and Transcription and allied Activities and Other Ancillary Activities Associated there with an Organization engaged in providing data to you end clients and data entry related line of work. And executing such work Outsourced, through Delivery Partners

WHEREAS has the skills and expressing interest in performing such services for Client; the parties wish to set forth the terms and conditions upon which such services will be provided to Client;

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AND WHEREAS the Party of the First Part is bound by time schedule set by the Delivery Partners and that its reputation is built upon speedy and accurate transcription and requires the said party to deliver accomplished work within shortest span and with desired accuracy the First Party has entered with a firm launching its new BANKING PORTAL and has represented itself that it has an expertise in the area of providing MARKETING (Banking)/ Presently it is in a position to procure the business for THE LEADING PORTAL more meaningfully described in the column Scope of Work, through their principals.

AND WHEREAS 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 THE LEADING PORTAL Projects

Whereas, the Second Party is an individual and a Freelancer who is willing to provide its services to the Job Portal Company, via medium of First Party in relation with IT & all data related work which is to be provided by the First Party

This Agreement represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of (5 DAYS) from the date of execution hereof or from the date of providing the first data whichever is later & can be extended for the period as mutually agreed upon, for the purpose

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

It is hereby agreed between the Parties as under:

1.1 That both the Parties has decided with sweet will and free consent to work together for gains.

1.2 The purpose of Parties behind this Agreement is to work for gain in relation to the Freelance services.

1.3. That the First Party is Ruling out on survey for banking purpose digitally/non digitally /Free Lancers and is focused to provide its services to the Partners/Associates (M/s THE LEADING PORTAL.):

2. Scope of Work: The original data will be available on the work environment software provided by THE LEADING PORTAL 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. the party of the first part is collecting data for banking formalities of our end clients for that they are ruling out on survey for the data by typing in company's portal the employee of the THE LEADING PORTAL AND SERVICES are also working on this project those person are qualified in their work and fulfill the company requirement the company will pay for them according to terms & condition.

The data surveying duration will be for one year from {2023 to 2024

2.1 The First Party shall provide details of the FORMS through the login credentials shared through SMS Or Email.

2.2 The Second Party further Represents to the First Party, the time for the Completion of the said data entry related services as mentioned in this Agreement, shall Commence Immediately upon logging on the portal OR if the Commencement Date is mentioned in the said Communication, from such date, and it shall Continue to Access its said Portal/E-Mail as provided in the Records of the First Party, as frequently as necessary for the said Purpose..

the Second Party agrees to pay \$. 400 as charges for membership, Portal charges, and other applicable charges in case of failure to submit complete workload or to provide workload on time with desired accuracy.

2.4 That the First Party will give 500 forms in PDF or any other image format on the Company's Portal. On the Portal itself, the details of the work of data processing are provided, which will clearly mention the details, as in what & how is to be processed.

a) Payment to be made maximum within 5 DAYS days of each calendar month, from the QC report, which will be given usually within 5 DAYS of submission of the work.

b) That the First party gets all these FORMS from THE LEADING PORTAL (END CLIENTS).

c) In case of any dispute second party must contact to the first party and if they are unable to resolve their problem, they can proceed legally. Second party can communicate through unityjobsservices1@gmail.com or on customer care numbers provided.

3. Plan Details: Second party will get 500 forms for 5 DAYS. Agreement duration shall be for 1 month, Within which must complete 3 projects/slots. Per form rate will be USD . 50\$ for US Citizens & for Indian citizen Per form rate will be 50 Rs. /-.

(a). No initial payment is required to be given by second party.

(b). After getting the accuracy report of having 80 % above accuracy, your payment will be processed within 6 international working days in to your respective bank account. An accurate form is that which doesn't have any error such as spelling/punctuation/extra space/extra text/missing text.

(c). In the matter of failure, non-submission, accuracy below 80% then company is entitled to receive amount of USD. 400 \$ and for Indian citizen 6500+18% * tax by any cost from the second party. If in case second party uses multiple login then penalty will be USD 200 \$ /- for US citizens and for indian citizen there is no charge of multiple login. If second party passes and achieves the accuracy of 80% or above, then amount will be deducted from his work payment and remaining shall be paid.

(d). The charge of USD 400 \$ US citizens and INR 6500 Rs is related to service, development and maintenance cost of the platform where he is working online.

3.1 Technical clause:

â€¢ Helpline department will support you in only 10% queries from the whole project.
â€¢ For example: if you have taken the 500 pages/forms plan, then helpline dept. is liable to give reply only 100 pages/forms queries of 10% of whole project. â€¢ â€¢ No use of any shortcut keys while typing in terminal else you will be responsible for the same.

4. TIMEFRAME FOR COMPLETION OF TRANSCRIPTION: The Second Party shall complete the services of the said Data entry work in Six (6) days TAT period, i.e., maximum 500 forms can be completed within a period of 5 DAYS. The Second Party alone shall be responsible for the maintenance of Hardware and Personnel for such timely services and no excuse of whatsoever Nature shall be entertained for delay in Supply of services, since Time is the Essence of this Contract. The party of the **SECOND PART** may request upon paid extension from the party of the **FIRST PART** @ of USD. 100 \$ For us citizens however for Indian citizen INR 1000 + 18% Tax for every 24 hrs extension.

5. DURATION OF THE CONTRACT: The Present Contract shall be in force for 1 month membership. (Within which must complete 3 projects/slots). The said Contract shall come to an End at the Expiry of the said Period and may be renewed by Mutual Consent and on such Revised Terms agreed between the Parties and on Payment of Processing Charges for another Project by the Second Party.

ID Allocation: :Business Associate will get single id to work on and Business Associate can work 24X7 on this id.

5.1 TAT (Turn Around Time): Turn around time for completing the project is mentioned in the schedule. The Business Associate through this agreement guarantees the delivery of work within stipulated timeframe with desired accuracy.

6. SERVICE CHARGE: If Business Associate fails to fulfill terms and conditions mentioned by Client, then Business Associate have to compulsory pay penalty amount of USD 400 \$ * & for Indian citizen charges will be INR 6500+18%TAXES to stop legal proceedings within 12 hours. In the matter of fact failure, not submitted the Client is entitled to receive penalty amount of USD 400 \$ & for Indian citizen charges will be INR 6500+18%TAXES. If Business Associate achieves accuracy then Business Associate will not be liable to pay the penalty amount. If Business Associate fails in achieving accuracy, then Business Associate has to pay the penalty according to the selected plan as a liability. In case of cancellation, Freelancer have to bare the loss* of all projects allotted by company total 3 project each project cost 6500+ tax total amount will 19500 rs.

6.1 WHY SERVICE CHARGES?

- We offer 24*7 helpline options on website.
- We offer day time customer care call support.
- Email support
- Job consultation charges.
- **Charges will be deducted from the payment once accuracy is achieved.**

7. PROCEDURE FOR GENERATION OF ACCURACY REPORT : The Determining Centre personnel shall check all the data processing of FORMS. After an error is found in a particular FORM the Centre personnel shall list that as inaccurate and start checking the next FORM. All the errors in the whole FORM will not be shown in the Accuracy Report. Once all data processing of FORM are checked, the final Accuracy Report shall be generated

8. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties: In case of any party wants to terminate the agreement before the completion of the said tenure, in that case, the party who suggests the same has to pay the other party a said cancellation charge of USD 195 \$ For both US & Indian Citizen. within the duration of 24hrs of request upon cancellation.

8.1 Independent Contractor Representation and Warranties: Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.

8.2 SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION For Indian Citizen

- a. Any dispute and/or difference arising out of, or relating to this agreement including Interpretation of its terms will be resolved through joint discussion by the authorized Representatives of both the parties. Moreover, if the disputes are not resolved by Discussion then the matter will be referred for adjudication to the Arbitration of a Sole Arbitrator
- b. This Agreement shall be governed by the laws of India. The Courts in Bengaluru Karnataka shall have exclusive jurisdiction over the subject matter of this Agreement.

c. In the event of any dispute or differences arising out of or in connection with this Agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen By the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 Months from the date of commencement of the arbitral tribunal proceedings.

d. The arbitration proceedings shall be conducted in English. The place of Arbitration shall Be in Bengaluru Karnataka . The award passed in the arbitration proceedings shall be Final and binding on both the parties.

e. The cost of arbitration proceedings shall be equally borne by both the parties.

f. Each party shall individually bear the fees of their respective Advocate/Counsel for the Proceedings

9.Governing Law For US CITIZENS: Law: The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of TAMIL NADU without regarding its conflicts of law provisions.

9.1. Disputes For US Citizens: Any dispute arising from this Agreement shall be resolved through:

Court litigation: The dispute shall be resolved in the courts of the State of TAMIL NADU Attorneysâ€™™ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' cancel_charge and costs) incurred in connection with the action and any appeal.

Arbitration. The dispute shall be resolved through binding arbitration conducted in accordance with the rules of the TAMIL NADU Arbitration Association.

The dispute shall be resolved through mediation.

The dispute shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the TAMIL NADU Arbitration Association.

10. Amendments :No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

10.1. Notices For US & INDIAN Citizens: :Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

11. Waiver: : Neither Party shall be deemed to have waived any provision of this Agreement nor the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

12. Amendments Further Assurances: At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

13. Amendments Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above. **I fully agree and accept that it is my personal responsibility to adhere to the Company's I.T. Policy and any amendment / modification thereof and to comply with all of the provisions stated therein in true letter and spirit. I understand and accountable for any consequence or any misuse of system. I further undertake to abide by the I.T. Policy guidelines as a condition of my employment and my continuing employment in the Company.**

I ACCEPT ALL TERMS AND CONDITION 2023-03-03,

I, declare that I am a person employed by “ THE LEADING PORTAL”, and that I have the rights and authority to promise and fulfil payment for the services executed and performed by the Freelancer for the above mentioned work. I hereby acknowledge that I have read, understood and agree to the covenants and conditions of this Contract.

2023-03-03

CUSTOMER SIGN

HILARY

DATA ENTRY OPERATOR

hikj

THE LEADING PORTAL

Freelance Documents :



Shirley