<div align="center">

MUTUAL AGREEMENT
THIS AGREEMENT IS ENTERED AT CHENNAI

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ON THIS -------------

       M/S BPO PROJECTS SERVICE INDIA, a Company corporate under the provisions of the Companies Act, 1956 and having its registered office at RMZ Millenia Business Park, No-143, M.G.R Road, Phase 2, Level-6, Kandancavadi, Perungudi, Chennai, Tamil Nadu 600096 INDIA.(Here in after called as 1st party)

       Mr.--,-- (here in after called as 2$_{nd}$ party)

       The 2nd party accepts that the 1st party agreed to provide the ITES project to the 2nd party on an interim arrangement of 10 SLOT pack on-------------, which has to be started on ------ -------------, and 1st party will co-operate in implementing the process.

1. The 2nd party accepts that the 1st party accepts that priced at the rate of Rs.50* /- per page as per Error percentage (As per the quality based) by the 2nd party which will be executed by him from- --------------. The billing amount will be paid to 2nd party after 12 Working days from the date of work submitting to the 1st party subject to conditions set out and agreed between either parties.

2. The 2nd party accepts that the 1st party agrees to provide ITES project from time to time regularly to the 2nd party if the 2nd party complete the Project on satisfactory of the first Party.

3. The 2nd party accepts that the 1st party will only be responsible for payment on satisfactory completion of work by the 2nd party.

1st Party   **2nd Party**

4. The 2nd party accepts that the 1st party is at liberty to terminate the contract with one month prior notice to the2nd party.

5. The 2nd party accepts that if there is any kind of delay in placing Q. C Report or Project the 2nd party should cooperate with the 1st party for five days

6. The 2nd party accepts that the 1$_{st}$ party decision will be the final on deciding all the disputes provided the disputes should be convincible within both the parties.

The 2nd party accepts theAccuracy and Payments very clearly HTML Project

The accuracy should be ABOVE50.1%
90.1% - 100.0% = Rs.12,500/-*
80.1% - 90.0% = Rs.10,000/-*
70.1% - 80.0%   = Rs.7,000/-*
60.1% - 70.0%   = Rs.4,000/-*
50.1% - 60.0%   = Rs.1,500/-*
Below 50.1% = NIL

The 2nd party accepts that10 Working days for getting the accuracy report after the deadline of the work if submitted within the deadline.
The 2nd party accepts thatPayments will be done within 1 working days after you receive the accuracy report.

The 2nd party accepts theSPECIFICATIONS FOR IMAGE TO HTML Tagging

Parameters for slot complete rejection (100%):-
1. File name given is wrong, title mistake, page no mistake. (Including the zip folder name)
2. Incomplete file.

TOTAL 5 PAGES

3. Type only in notepad file

4. Only HTML files should be present in the zip file,

5. Total number of image files and notepad files are different.

6. Extra temporary files found or file not zipped.

7. Font size not in round figure.

8. Other page data found.

9. The files should be in notepad only, apart from that if any other format except notepad format; the whole slot will be rejected.

10. The file should be zipped by using only WINZIP software.

11. Each job work should be sent as a separate attachment and in separate e-mail

1st Party   **2nd Party**

The 2nd party accepts that **Instructions for IMAGE to HTML Conversion (Typing)**

1. New page data of IMAGE file should start from new HTML Documents.

2. File name should be given as it is given to the image file.

3. Type the text as it appears in the IMAGE file.

4. If word cuts in IMAGE file then the same should be done in text file.

5. Justification is not required even if it is done in the IMAGE file.

6. Extra enters and different enter size would be considered as error.

The 2nd party accepts that **Instructions to follow while TYPING.**

1. Every line should match with the corresponding line in the IMAGE; hence the pages shall
   Automatically match with the IMAGE file pages.

2. Font will be Times new roman font size of 10 for the body text.

3. If the word cuts in the IMAGE file then the same should be done in text file. If a line ends in IMAGE file then the same should be done in text file.

4. The files should be saved in and it should be attached to the e-mail and should be send it within / On the prescribed date with in 12:00 PM. After 12:00 PM the files will not be accepted.

Send all the completed job works to the specified website within the deadline.

TERMS AND CONDITIONS AGREED BY THE 2nd PARTY

The 2nd party accepts thatThe percentage deduction list for the errors done

Type of Error Number of errors Percentage of deduction for total slot.

Line missing / Extra Line	Each line	10% in Slot Accuracy

TOTAL 5 PAGES

Improper text alignment	Each page	5% in Slot Accuracy
Spelling error	Each 3 error	5% in Slot Accuracy
Extra line enters	Each line enter	2% in Slot Accuracy
Text missing / Extra Text.	Each word	2% in Slot Accuracy
Extra enters	Each 10 Enters	2% in Slot Accuracy
Extra space	Each 10 Space	2% in Slot Accuracy
Other line data	Each word	2% in Slot Accuracy
Double space	Each 5 Double Space	2% in Slot Accuracy
Grammar error	Each three Errors	2% in Slot Accuracy
Extra symbol / Symbols missing	Each three Symbols	2% in Slot Accuracy
HTML coding not used	Each page	1% in Slot Accuracy
Wrong HTML Coding	Each page	1% in Slot Accuracy

1st Party   **2nd Party**

The company decision will be the final on deciding all the disputes

The 2nd party accepts that the company decision will be the final on deciding all the disputes.

The 2nd party accepts that no dispute shall be entertained regarding Q.C (Quality Checking) Report. The accuracy will be decided by the technical officials of the company and is final and cannot be challenged.

The 2nd party accepts that **Rejection Criteria (100%):**

1. File name of the converted text file does not match with the correspondence image file name.

2. The file should be completed and send it before the deadline mentioned by the company.

3. File name given wrong including the zip file name and the notepad file names.

4. There is difference between the no. of pages in IMAGE file and the notepad file.

5. Extra files found in the zip file except notepad files (including temporary files).

6. Incomplete Files.

7. If files received are less than the files delivered to you.

8. Text is in other than "Times New Roman" Font.

9. If the file is not zipped.

10. The company decision will be the final on deciding all the disputes.

The 2nd party accepts that **Termination Criteria (100%):**

1. File not submitted for any 2 times, job work has been rejected for any 2

times, Incomplete file submitted for any two times.

2. Duplication of data found in any page.

3. Any 2 times not achieved the accuracy in overall 12 slots.

4. Any conversion software used, Slots & Agreement will be cancelled without prior

notice The 2nd party accepts that **PERIOD:**

TOTAL 5 PAGES

Totally you will have to type approximately 240 to 250 pages.   Duration: 16 - 18 days

The 2nd party accepts that **Payment Details:**

1. If the 2nd Party achieves above 90.1% accuracy continuously for 4 times, The payment will be doubled from Rs. 50 to Rs.100.

3.   If the 2nd party Don't achieve any payout for the First billing is up to the 2nd party wish to continue the project or not. If the 2nd party like to continue the 2nd party have to pay the renewal amount of Rs.1800 per slot again for 12 months validity.

4.   The 2nd party accepts that at any circumstances the Deposit amount is not Refundable and Transferable, Expect completion of 12 slots.

5.   The 2nd party accepts that there is No Rework for the Job which as been Submitted once.

6.   BPO PROJECTS SERVICE INDIA cannot be held responsible for non-working occurred on account of natural calamity / change in law / unforeseen circumstances. And no claim / representation shall be entertained.

7.   The 2nd party accepts that if his or her account is terminated or seized due to any reason(s) mentioned above, I'll not ask for any kind of refund from the Company.

   1st Party   **2nd Party**

I AM 18 YEARS [OR ABOVE] OF AGE AND hereby, accept the opportunity of executing Html Tagging, without any External or Internal pressure and opt for Html Tagging to be executed only in his office . I shall not get the work done from any outside commercial agency or individual. I have also gone through the Terms of Offer, as described above (after having gone through the terms thoroughly in my full conscience) and acknowledge that I understand and agree to terms set fort here above voluntarily and willingly and am bound by the same.

I accept that the court in CHENNAI alone shall have exclusive jurisdiction as regards any claims or matters arise in out of dealings with **BPO PROJECTS SERVICE INDIA** , and all disputes will be governed by the laws of INDIA

The2nd party accepts and agrees to be bound by the said terms and conditions and to any changes made therein from time to time by the **BPO PROJECTS SERVICE INDIA** at its sole discretion with the notice to the 2nd party

The 2nd party agrees that I have no objection to terminate his account for any kind of illegal activities.

WE, the parties have signed this agreement on understanding the covenants explicitly and clearly.

   1st Party   **2nd Party**

2nd Party Thumb Impression

E.MAIL.ID—----------------------PH: (0)-----------------------.

Witness (1st Party):

Witness (2nd Party):