

M/s **Mohd Danish** residing At **Mohd Afzal, Domanpura Maunath Bhanjan Mau.**
Uttar Pradesh - 275101 (Herein after referred to as 'the Party of the Second Part').

WHEREAS the Party of the First Part is engaged mainly in Outsourcing of IT enabled Services and allied Activities and Other Ancillary Activities Associated there with and executing such work Outsourced, through Delivery Partners.

AND WHEREAS the Party of the Second Part Represents to the Party of the First Part that it has an Expertise in the Area of Data Entry and Data Transcription AND has a Working Experience in the said area, and Possesses the requisite Hardware and Manpower required to take up Freelance Data

Transcription work outsourced by the Party of the First Part, and in this regard, the Party of the Second Part chooses the **CAPTCHA Project** as applicable more particularly described in detail in the Schedule attached herewith.

AND WHEREAS the Party of the Second Part undertakes that TIME AND ACCURACY are the essence of the present Contract and further undertakes to strictly abide by the applicable deadlines and Minimum Accuracy Levels stipulated in the respective Plan, and without foregoing the generality of the aforesaid Conditions, it is hereby agreed between the Parties as under:

1. Scope of Work: The Original data will be available online provided by FLARIAL ENTERPRISE at the time of signup. Data supply and preservation of the output file is done online on real time basis.

2. Price: For the Captcha fill up, services rendered by the Business Associate, they shall be entitled for payment of price 2.25 Rs per correct Captcha (only if target achieved in given duration of 10 days).

3. Billing: Client will provide unlimited workload till contract period for online CAPTCHA. This MOU has been signed for 1 mobile.

The Client will make the payment for the billing within 7 INTERNATIONAL WORKING days from date of raising the bill subject to the quality check report.

4. Application Fee(s): Client don't have to pay at the time of registration, However If client achieved accuracy during stipulated time, then Credit amount Of Rs 4800 will be deduct from Pay-outs.

But If client fails to achieve accuracy then He /she is liable to pay Rs 4800 as a consultancy charge.



RATE PER CORRECT CAPTCHA: 2.25

TARGET: 10,000 captcha

DURATION: 10 days

REQUIRED ACCURACY: 90% correct captcha.

5. This agreement represents the business Agreement and operational understandings between the parties and shall remain in effect till contract period from the date of execution hereof. The clients' specifications in terms of quality and other parameters that shall be issued by the Client/their principals from time to time and acknowledged by the Business Associate shall be read with this agreement.

6. ID Termination: -

Your I.D. will be immediately terminated without any prior notice if any of the following happens,

- 1) If you use any illegal ways to earn money.
- 2) If you had not earned anything continuously for 3 weeks.
- 3) 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 your I.D. will get terminated without any intimation
- 4) If we find any 2 login together 2 logout, 2 IP ADDRESS WITHOUT LOGIN, BROWSER UPGRADATION WITHOUT LOGIN, THEN THE ID WOULD BE TERMINATED.

Client reserves the right to terminate the agreement with immediate effect. And FLARIAL ENTERPRISE will not be responsible for any further data and payment to the Business Associate.

7. No modification of the terms of this AGREEMENT shall be valid unless it is in writing and signed by all the parties.

8. Force Majeure: If the rendition of the captcha Services is hampered due to earthquake, flood, tempest, civil riots or Act of God then the Business Associate shall be absolved of its obligations hereunder till normalcy is restored after the cessation of the aforementioned

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contingencies.

9. Jurisdiction: In the event of any dispute or difference arising between the parties hereto 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 of the parties hereto, the same will be adjudicated and determined by arbitration. The Indian Arbitration & Conciliation Act, 1996 or any statutory amendment or re-enactment thereof in force in India, shall govern the reference. Both parties shall appoint their respective arbitrator, and both arbitrators thus appointed should appoint the third Arbitrator who shall function as the presiding Arbitrator. The venue of arbitration shall be Surat (Gujarat). The Courts in the city of Surat shall have exclusive jurisdiction to entertain try and determine the same.

IN WITNESS WHEREOF the parties hereto have executed these presents on the date hereinbefore written: **Mohd Danish**

For FLARIAL ENTERPRISE



Authorized Sign

Business Associate:

For Mohd Danish



Authorized Sign

A handwritten signature in dark ink, appearing to read "Danish", written in a cursive style.

A handwritten signature in dark ink, appearing to read "Danish", written in a cursive style.

19°44'08.8"N 74°47'13.8"E

 Directions

 Save

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Darius