

## AGREEMENT FOR OUTSOURCING CALL CENTER SUPPORT

This Agreement for Outsourcing Call Centre Support (the "Agreement") is effective ###Date###,

BETWEEN: [Call Center Projects Services India], a company organized and existing under the laws of the [State/Province] of [Tamil Nadu], with its head office located at: RMZ Millenia Business Park, No-143, M.G.R Road, Phase 2, Level-6, Kandancavadi, Perungudi, Chennai - 600096. India

**AND:** ###companyname###, ###address###, ###city###, ###state### - ###pincode###.

WHEREAS, Seller is engaged in several businesses including the business of [HR Recruitment process, where as Sending of candidates to the companies for recruitment purpose] through its Internet site [www.hrjobplacement.com] (the "Site")

WHEREAS, Seller desires to retain the services of Provider to provide customer support and telecom services to customers and potential customers of Seller's [HR Recruitment process] business (each, a "Customer"), and Provider desires to provide such services, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

#### 1.ENGAGEMENT OF PROVIDER; DESCRIPTION OF SERVICES

1.1 a) Subject to the terms and conditions of this Agreement, Seller hereby retains Provider to provide the Customer support and telecom services set forth below (collectively, the "Services"), and Provider hereby accepts such engagement. Provider will provide Seller HR Recruitment teleservice support for Seller Customers who have purchased [www.hrjobplacement.com] through the Site. Provider will provide such services in accordance with the specifications set forth on SCHEDULE [SPECIFY] attached hereto and made a part hereof (collectively, the "HR RecruitingTelecom services").

b) In addition to the HR RecruitingTelecom services, Provider will provide HR Recruitment teleservice for Customers using the Site and request transactions with Seller. Provider will provide such services in accordance with the specifications set forth on SCHEDULE [SPECIFY] attached hereto and made a part hereof (the " HR RecruitingTelecom services " and, together with the Inbound/Outbound Teleservices and any other services provided by Provider pursuant to paragraphs (c) and (d) of this Section 1.1, being collectively referred to herein as the "Services").

c) During the Term (as hereinafter defined) of this Agreement, Provider shall, at the option of Seller, provide outbound HR RecruitingTelecom services to Customers on terms and conditions to be agreed upon in good faith by the parties.

d) Provider will also provide such additional related services as set out in this Agreement (herein "Related Services") including, without limitation, the following:

1.1.1 Provider agrees to notify Seller on a daily basis of any information required by Seller's Customers. The parties agree that Seller is responsible for fulfilling such requests. Should Provider's notice obligation significantly interfere with its primary Service activities, Provider will notify Seller. The parties agrees that upon such notice, they will work cooperatively toward an amicable solution.

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1.1.2 Provider agrees to provide Seller with such information and reports related to Services created by the Provider telephone system. The initial list of reports are set forth on SCHEDULE [SPECIFY] annexed hereto and made a part hereof. Additional reports, as agreed to by the parties, shall be provided by Provider during the Term and shall be deemed included on SCHEDULE [SPECIFY] annexed hereto effective as of the date agreed to by Provider and Seller. Report topics may include performance, users, applications and lost Contacts (as hereinafter defined), among others.

1.1.3 As set forth in SCHEDULES [SPECIFY] annexed hereto, Provider agrees to allow SELLER, through reasonable mechanisms to be made available by Provider to Seller, to monitor Provider's service handling of Contacts for Products (as hereinafter defined), provided that this activity doesn't significantly interfere with primary Service activity. Seller agrees to provide Provider with any and all information, reports, or feedback related to Service quality which created by the monitoring of Contacts.

## 1.2 Products

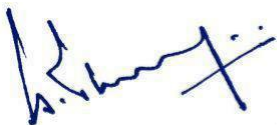
Provider will provide the Services for all [SPECIFY] related goods and services offered by Seller through the Site (collectively, the "Products"), and any other products related thereto as designated from time to time by Seller (the "Related Products"). All terms and conditions herein apply to the Products and the Related Products. If Related Products (other than any usual and customary updates, upgrades, new versions, extensions or evolutionary developments to the Products as would typically be expected to occur in products and services such as the Products) Are introduced during the Term of this Agreement, Seller shall provide reasonable advance notice of and information about such additional Related Products to Provider to enable Provider to inform and Train its CSRs (as defined in SCHEDULE [SPECIFY] annexed hereto) as necessary and appropriate to provide quality Services with respect to such additional Related Products.

## 1.3 Hours of operation

- a) Provider will provide the outbound HR Recruitment Tele service from Monday to Saturday.
- b) [8] Hours per day, [6] days per week, [12] Months per year commencing on the HR Recruitment Tele service Launch Date (as defined in SCHEDULE annexed hereto).
- c) The seller has no SCHEDULE for the provider separately for month target. Working month will be considered minimum 10 orders per month.

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## 1.4 Facility

Provider will utilize its support facility at [FULL ADDRESS], [STATE/PROVINCE] (the "Facility") for delivery of Services for the Products. The Facility will be equipped with telephone systems, computer systems, and various Provider support and call monitoring tools, such as documentation and knowledge bases, to be used in the delivery of the Services. Provider shall bear all expenses of operating the Facility, including all expenses for equipment and systems necessary to connect to any telecommunications circuits or facilities utilized by Seller to bring calls to the Facility. SCHEDULE [SPECIFY] annexed hereto and made a part hereof identifies the minimum capabilities Provider shall maintain with respect to the Facility.

### SERVICE LEVELS

#### 2.1 Definitions; Service levels

##### 2.1.1. Call definitions

**Actual Handling Time:** Shall mean (i) in the case of an Inbound Call (as hereinafter defined) by a CSR or an outbound Customer callback, the time that is measured from when the call is physically answered by the CSR or the Seller Customer respectively until the call is physically terminated; and any additional wrap up work performed related to

such call prior to becoming physically available to receive the next Inbound Call or to make the next Customer callback, and (ii) in the case of an Automated Call (as hereinafter defined), the time that is measured from when the caller enters the Provider Voice Response Unit (VRU) until such caller leaves the VRU.

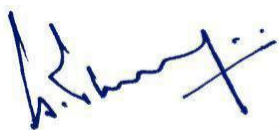
**Automated Call:** Shall mean an Inbound Call that is delivered to an electronic voice message rather than to a CSR as the means of providing Services as described in this Agreement.

**Contact:** Shall mean a support incident, defined as a single in-coming support request via telephonic voice (a "Voice Contact"), fax or written or electronic correspondence (an "E-mail Contact") regarding any Product.

**Inbound Call:** Is defined as a call that has physically arrived to Provider's Interactive Voice Response Unit (an "IVR") or similar system by way of Seller's IVR or other mechanism for the purpose of providing Services as described in this Agreement.

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Maximum Hold Time: Shall be measured from the time an Inbound Call is placed in a call group queue, prior to being physically delivered and answered by a CSR or an automated voice response unit (a "VRU").

## 2.2 Service levels

SCHEDULE [SPECIFY] annexed hereto and made a part hereof sets forth the performance requirements of Provider applicable to its handling of Inbound Calls, Contacts and the Actual Handling Time for Inbound Calls for all Services.

## 2.3 Escalation procedure

Seller recognizes that there may be instances where Provider will not be able to resolve a Customer Contact without Seller's assistance. Promptly following the execution of this Agreement, both parties will mutually agree to an escalation procedure for resolving support problems that require Seller's technical personnel and/or a Seller third party vendor. Seller agrees to provide necessary and timely resources to Provider to enable Provider to resolve escalated problems in a timely manner. Examples of such resources include documentation, knowledgebase, escalation process, hardware, software and support technicians.

## 2.4 Customer callbacks

Provider agrees that in the event a Provider CSR is unable to resolve a support incident during an Inbound Call, the CSR will make all reasonable efforts to contact the Customer as soon as possible With the solution. All telecommunications costs for these callbacks shall be borne by Seller. In the event Seller selects to be billed on a per-call basis, these callbacks shall be considered a billable call.

## 2.5 Call length

Seller and Provider recognize that the amount of time a CSR spends on an individual voice Contact can impact both Service levels and fees. Seller's expected average call length for Products is set out On SCHEDULE [SPECIFY] annexed hereto. If Provider experiences any significant increase in call length, Provider agrees to notify Seller and will work toward determining how to accommodate the Increase by either modifying the Service level or increasing the staff as mutually agreed.

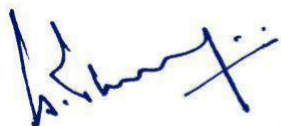
## 3. SELLER TOOLS, TELECOMMUNICATIONS AND TRAINING

### 3.1 Seller Tools

Seller agrees to provide Provider with sufficient copies of Products and related materials, including, but not limited to, copies of software, documentation, licenses and Product information as reasonably Necessary to

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provide Services for the Products. Provider acknowledges that its use of such tools may be subject to the terms of license agreements required by Seller or its third party suppliers, and Provider agrees to abide by all the terms and conditions of such licenses in connection with its use of such tools. Seller shall only be obligated to supply one copy of any documentation or other such Written materials relating to any such tools, and Provider may make such number of copies (and only such number of copies) of such materials as are necessary for it to provide Services hereunder.

### 3.2 Telecommunications

Seller assumes all expenses related to the sending of Contacts to Provider, including provision of telecommunication lines and the bearing of network costs associated with routing Inbound Calls to the Facility. Provider is responsible for properly equipping the Facility with the necessary hardware to receive and handle Contacts as required by this Agreement.

### 3.3 Training

Seller will provide one copy of necessary training materials to Provider on all versions and aspects of Products that are unique or specific to Seller's services at no charge to Provider. Provider trainers at Provider's Facility will provide training for Provider CSRs, unless otherwise agreed to in writing by the parties. Training will be delivered based on technical documentation for all aspects of the Products Which are unique or specific to Seller's services and all updates, upgrades and revisions thereto required to provide the Services will be provided to Provider by Seller at no charge to Provider.

Provider agrees to use said documentation for Service purposes only. Provider agrees to use all training materials for training and support purposes for the Services only. Provider agrees to provide Standard Provider support training to its employees at the Facility, which shall include (at a minimum) training on the standard types of underlying hardware, operating system and application (e.g. Browser) software required or typically used in conjunction with the Products. Seller shall have the right to review and approve the level of proficiency to which the CSRs are to be Trained by Provider to facilitate the performance of quality Services, which approval shall not be unreasonably withheld. Except in an emergency and upon consultation with Seller, Provider shall not assign CSRs to provide Services hereunder unless they have received adequate training as approved by Seller and otherwise meet the requirements applicable to CSR's as set forth on SCHEDULES [SPECIFY].

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## 4 FEES

### 4.1 Fees for service

Provider agrees to provide the security deposit to the seller as an investment which is valid for one year.

### 4.2 Revenue Generation

Company Service level Step like - Website, Dot license, Company Registration, Data, Dialler, Calling Charges, CRM panels, Payment gateway integration, & Projects will provide by 1st Party Regarding Revenue generation is fully depend on Center & Performance of Agent of 2nd Party.

### 4.3 Payment

Every month 5th will be the payment date of providers. Commencing with the end of the month of the Telemarketing Launch Date and each month thereafter during the Term (as hereinafter defined), Provider will provide Seller with a monthly itemized statement for the Services rendered during the preceding monthly period. In addition, Provider will bill and Seller will pay for Related Services and such other charges as are provided for herein on an as incurred basis (along with its regular monthly invoice).

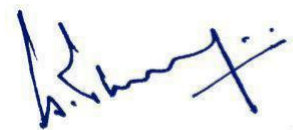
Seller will pay for each and every selected candidate, Rs1000 net payment from the month profit. Days from receipt of each invoice in [COUNTRY]. If Seller is delinquent in the payment of any invoice, and fails to remedy the delinquency within 5 days after written notice of delinquency is received by Seller, Seller shall be obligated to pay late charges in a total amount not to exceed [50 %] percent per month on the unpaid balance of any undisputed portion of the invoice which is unpaid. In the event of a dispute with regard to a portion of any invoice, the disputed portion may be withheld until resolution of the dispute but any undisputed portion shall be paid as provided herein.

### 4.4 Record keeping

PROVIDER agrees to keep accurate books of account and records (in accordance with generally accepted accounting principles consistently applied) at the address set forth on the first page of this Agreement detailing all fees for its Services. Such books and records shall be maintained by Provider for a period of one year after termination or expiration of this Agreement. Upon reasonable notice of not less than 3 days, Seller shall have the right, for each 12 month period during the Term, to inspect and audit such books of account and records to verify the accuracy of the information contained in any invoice or the amount of fees for Services paid to all Provider hereunder. The parties agree that any dispute as to the fees paid to or charged by Provider for the Services that cannot be resolved by the parties shall be settled by arbitration.

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#### 4.4 Taxes

Provider shall be solely responsible for the preparation and submission to applicable authorities of its CSRs' or other employees' income tax and FICA forms and the payment of all of such persons salaries, employer contributions and employee benefits. Seller shall be solely responsible for all Indian applicable federal, state and local taxes and charges arising out of or related to sales of the Products and any such taxes shall be assumed and paid for by Seller. Provider and Seller shall be solely responsible for the preparation and submission to applicable authorities of their respective federal, state and local income taxes attributable to income derived by each such party in connection with the subject matter of this Agreement.

#### 5. TERM OF AGREEMENT

##### 5.1 Term

The initial term of this Agreement shall commence on the date hereof and shall continue for a period of one year from the Telemarketing Launch Date (the "Initial Term").

This Agreement shall automatically be extended for successive one year terms (each a "Renewal Term") unless either party gives the other written notice of its intention not to extend this Agreement at least [NUMBER] days prior to the end of the then current term, or unless terminated as provided elsewhere herein (the Initial Term, together with each Renewal Term, if any, being collectively referred to herein as the "Term"). Any time after expiration of the Initial Term, Provider may change the prices and terms on which providing at least [NUMBER] days prior written notice to Seller (the Fee Notice Period") will provide Services. Seller shall have the right, in its sole discretion, to reject such changes and, in such case, this Agreement shall automatically terminate without penalty to either party upon expiration of the Fee Notice Period

##### 5.2 Conditions for termination based on non-performance

5.2.1 Seller may terminate this Agreement without penalty if Provider fails to meet any of its performance obligations hereunder or otherwise commits a breach of any term or provision of this Agreement and fails to cure the same within 5 days after written notice from Seller. This Agreement shall automatically terminate forthwith without notice in the event Provider's liabilities exceed its assets, or if Provider is unable to pay its debts as they become due,

5.2.2.. or files or has filed against it a petition in bankruptcy, for reorganization or for the adoption of an arrangement under any present or future bankruptcy, reorganization or similar law (which petition if filed

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against Provider shall not be dismissed within 5 days from the filing date), or if Provider makes a general assignment for the benefit of its creditors or is adjudicated a bankrupt, or if a receiver or trustee of the Provider's business or all or substantially all of the Provider's property is appointed, or if Provider discontinues its business.

5.2.3 Any default claimed by Provider against Seller which cannot be resolved by negotiation between the parties shall be referred to binding arbitration by Provider as provided in Section [NUMBER] of this Agreement, and Provider shall not be entitled to terminate this Agreement or suspend, in whole or in part, the performance of its obligations hereunder on account of any such breach pending outcome of the arbitration.

5.2.4 Provider must generate a minimum revenue every month if fail to do so the seller is authorized to terminate the contract.

5.2.5 Initial service charge paid by the provider is non-refundable as it is completely invested to start the provider setup.

5.2.6 If user account inactive for 3 days suspension notice will generated by system in 4th suspension notice account will be terminated. If any Lead or Enquiry is generated in user account and not responded above 48hrs user account will terminated immediately. There will not be any claim or any kind of refund provided from the Seller.

5.2.7 Data is purely generated by third party and assigned to the provider on a daily basis.

5.2.8 Once agreement commenced, first week seller assigned 15 to 25 Leads for the provider and later server automatically generates data depending on the call duration of the provider's agent.

5.2.9 Any violation of reference DOT License assigned to the provider will not be entertained by the seller under any circumstances.


5.2.10 Only two times modification in the provider's website is applicable and other changes will be chargeable depending on the requirement.

5.2.11 Misuse of installed dialers on the provider's system for any purpose will be the violation of the agreement.

5.2.12 Support is available around the clock to assist in case of server maintenance or server issues the provider need to cooperate.

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5.2.13 Provider's registration documents will be given by the seller as per government norms once it applied.

5.2.14 Provider must get appointment letter from the seller prior visiting the office.

5.2.15 Installation and Training will be on hold until Provider make payment of the entire service charge.

5.2.16 The Seller shall not be liable for any claims, damages arising out of any negligence, misconduct or misrepresentation by the Provider or any of its representatives.

5.2.17 The Seller shall under no circumstances be liable or responsible for any loss, injury or damage to the Provider, or any other party whomsoever, arising on account of any transaction under this Agreement or as a result of the Process being in any way failed in unfit condition, infringing/ violating any laws / regulations / intellectual property rights of any third party.

5.2.18 First week seller assigned single employer information on daily basis later will increased based on the provider's performance.

5.2.20 Inbound calls generated to the provider completely depends on the region, city, state as well as job seekers applied for that role.

5.2.21 The Seller on the basis of representation by the Provider has created the specific website of the Provider on Recruitment Process to increase business. This revenue purely depends on provider's agent.

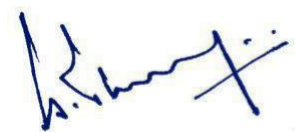
### 5.3 Termination for convenience

Provider may terminate this Agreement at any time during the Initial Term and any Renewal Term without cause upon at least 3 days written notice to Seller. In such event, Provider shall pay an early termination fee to Seller to compensate Seller for all costs and expenses actually and reasonably incurred by Seller for personnel and equipment engaged in providing Services to Provider. At the time of termination until such resources are either discharged or re-deployed by Seller to provide services for other parties (but in any event for a period not to exceed 5 days after termination).

Seller will promptly and in good faith attempt to re-deploy such resources as soon after termination as possible so as to reduce the amount of such early termination fee payable by Provider to the extent reasonably possible. In no event shall the total amount of such termination fee exceed the amount billed to Seller for the Start of the process.

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Seller has their own rights to terminate the agreement, If found any illegal activities, miss-use of datas, unsatisfied service to the customer,

## 6. INDEMNITY; LIABILITY AND DISCLAIMERS; INSURANCE

### ■ Indemnification by Provider

Subject to the limitations of liability set forth in Section 6.3.2 of this Agreement, Provider agrees to indemnify and save harmless Seller and its affiliates, and their respective officers, directors, shareholders, members, partners, employees, agents and other personnel, from any liabilities, causes of action, lawsuits, penalties, damages, claims or demands (including the costs and expenses and reasonable attorneys' fees on account thereof) that may be made:

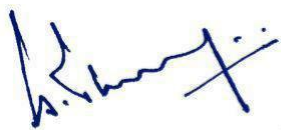
i) Provider's breach of this Agreement or its failure to perform any obligation hereunder, or by any person or entity for injuries or damages of any kind or nature (including but not limited to personal injury, death, property damage and theft) resulting from or relating to the negligent or willful acts or omissions of Provider, those of persons or entities furnished by Provider, or Provider's employees, CSRs, agents or subcontractors, (y) the use of Provider's Services furnished hereunder,

ii) Provider's breach of this Agreement or its failure to perform any obligation hereunder, or Seller agrees to notify Provider promptly of any written claims or demands against Seller for which Provider is responsible hereunder

Against any such liability, cause of action, lawsuit, penalty, claim, damage or demand. By any employee or former employee of Provider or any of its CSRs, agents or subcontractors for which Provider's liability to such person or entity would otherwise be subject to payments under state workers' compensation or similar [YOUR COUNTRY LAW]. 44) Provider, at its own expense, agrees to defend Seller, at Seller's request against any such liability, cause of action, lawsuit, penalty, claim, damage or demand. The foregoing indemnity shall be in addition to any other indemnity obligations of Provider set forth in this Agreement. The foregoing indemnity shall be in addition to any other indemnity obligations of Provider set forth in this Agreement.

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## 6.1 Indemnification by Seller

Subject to the limitations of the liability provisions of Section 6.3.2 of this Agreement, provided that Provider cooperates with Seller, Seller agrees to indemnify and hold Provider and its affiliates, and their respective officers, directors, shareholders, members, partners, employees, agents and other personnel, harmless from any loss, liability, damages or costs based on the operations of any Products or any infringement by the Products of any patent or proprietary right of a third party. Provider agrees to notify Seller promptly of any written claims or demands against Provider for which Seller is responsible hereunder. Seller shall have no liability for, and Provider shall indemnify and hold Seller and its affiliates, and their respective officers, directors, shareholders, members, partners, employees, agents and other personnel, harmless from and against, any claim based upon Provider's conduct, if such infringement, cause of action or other damage would have been avoided but for that conduct.

## 6.3 Warranty; limitation of liability

6.3.1 Provider warrants to Seller that the Services furnished under this Agreement will be furnished in a professional and workmanlike manner and in conformance with the metrics set forth in this Agreement.

6.3.2 Except for liabilities described in clauses (i) and (ii) below, Provider's and Seller's total liability hereunder will be limited to a maximum amount of [AMOUNT]. The limitations of this Section shall not apply to: (ii) damages resulting from personal injury or death or damage to tangible real or personal property caused by or resulting from Provider's negligence.

- i) any damage or loss to Seller arising from any misappropriation of Seller's confidential information in breach of this Agreement or
- 2) damages resulting from personal injury or death or damage to tangible real or personal property caused by Provider or resulting from Provider's negligence.

## 7. GENERAL PROVISIONS

### 7. 1 Non-Disclosure

7.1.1 As used in this Section 7.1, "Confidential Information" means private, confidential, trade secret or other proprietary information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business of [COMPANY NAME] or [CONCERN NAME], as applicable, and their respective affiliates, or any information which, if kept secret, will provide the party disclosing such Confidential Information (in each case a "Discloser") an actual or potential economic advantage over others in the relevant trade or industry.

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7.1.2 As defined herein, Confidential Information includes, without limitation, formulae, compilations, computer programs and files, devices, methods, techniques, know-how, inventions, research and development, business data (including cost data), strategies, methods, prospects, plans and opportunities, customer lists, marketing plans, specifications, financial information, invention disclosures, patent applications (whether abandoned or not), techniques, products and services of the Discloser and identified orally or in writing by the Discloser as confidential, confidence by a third party and made available to the party receiving Confidential Information (in each case a "Recipient").

7.1.3 Except as required in the performance of its obligations under this Agreement or with the prior written authorization of the Discloser, the Recipient shall not directly or indirectly use, disclose, disseminate or otherwise reveal any Confidential Information and shall maintain Confidential Information in confidence for a period of [NUMBER] years from the date of termination or expiration of this Agreement, for whatever reason. Recipient shall use the same care and discretion to protect Confidential Information of the Discloser as Recipient uses protect its own confidential information, but not less than a reasonable standard of care.

Recipient shall restrict use of the Discloser's Confidential Information to its employees, and to those consultants who have been pre-approved in writing by Discloser, who have a need to know the Confidential Information and who have a written agreement with Recipient sufficient to comply with this Agreement.

7.1.4 Nothing contained in this Section 7.1 shall in any way restrict Recipient's rights to use, disclose, or otherwise dispose of any information which:

- a) At the time of disclosure by Discloser was already in the possession of Recipient (provided such information had not been previously furnished to Discloser by Recipient), as shown by a written record;
- b) Is independently made available to Recipient by an unrelated and independent third party whose disclosure does not constitute a breach of any duty of confidentiality owed to Discloser;
- c) Is generally available to the public in a readily-available document; or
- d) Is compelled to be disclosed pursuant to a court order, provided that Discloser shall first have the opportunity to request an appropriate protective order.

7.1.5 Nothing in this Agreement shall be construed as granting any rights or licenses in any Confidential Information to any person or entity.

7.1.6 Upon termination or expiration of this Agreement for any reason whatsoever, Seller and Provider shall leave with or return to the other all documents, records, notebooks, computer files, and similar repositories or

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materials containing Confidential Information of the other party and such other party's affiliates, including any and all copies thereof.

7.1.7 Provider and Seller agree that the terms of this Section 7.1 are reasonable and necessary to protect their respective business interests and that the other party would suffer irreparable harm from a breach of this Section 7.1. Thus, in addition to any other rights or remedies, all of which shall be deemed cumulative, Provider and Seller and/or their respective affiliates, as applicable, shall be entitled to obtain injunctive relief to enforce the terms of this Section

## 7.2 Intellectual property

7.2.1 Provider agrees to disclose and furnish promptly to Seller any and all technical information, computer or other apparatus programs, inventions, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed, first made or created for and paid for by Seller under this Agreement (hereinafter "Work Product"). The Work Product specifically includes, without limitation, any scripts, lists of frequently asked questions and responses thereto, etc., prepared and utilized by Provider in connection with providing Services regarding the Products.

7.2.2 Subject to the provisions of this Section 7.2.2, Provider agrees to assign and does hereby assign to Seller all right, title and interest in and to any Work Product. To the extent such Work Product qualifies as a "work made for hire", it shall be deemed to be such. Notwithstanding the foregoing, (i) Provider retains for itself a perpetual, nonexclusive, royalty-free, unrestricted right and license to any structure, architectures, ideas and concepts subsisting in such Work Product, and (ii) Provider shall be free to independently develop software and other works similar to any works developed by the performance of the Services under this Agreement, whether by other employees of PROVIDER, in collaboration with third parties, or for other customers.

7.2.3 Provider agrees to take all reasonable steps, at Seller's expense, to assist Seller in the perfection of the rights assigned hereunder.


7.2.4 Provider shall not acquire any right to any tradename, trademark, and service mark, copyright, patent or other form of intellectual property of Seller. Provider shall not use such intellectual property of Seller in any manner except in the performance of its obligations hereunder as permitted or contemplated in connection therewith.

## 7.3. Severability; Waiver

If any of the provisions of this Agreement shall be held invalid or unenforceable by reason of the scope or duration thereof or for any other reason, such invalidity or unenforceability shall attach to the particular

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aspect of such provision found invalid or unenforceable and shall not affect any other any other provision of this Agreement. To the fullest extent permitted by [YOUR COUNTRY LAW], this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

#### 7.4 No other Agreements

The parties acknowledge having read this Agreement and agree to be bound by its Terms. This Agreement and the Schedules attached hereto and supersedes and replaces any existing agreement written or otherwise, entered into between or among Seller and Provider relating to the subject matter hereof except that the provisions of that certain Nondisclosure Agreement, dated ###Date###, between Seller and Provider, shall remain in full force and effect as it relates to the exchange of information between the parties from the date of such Nondisclosure Agreement through the date of this Agreement.

#### 7.5 Assignability

This Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, except that Seller may assign this Agreement or any of its rights and responsibilities hereunder, in whole or in part, to any affiliate or any entity which acquires all or substantially all of the assets or operations of its Internet-related services business dealing with the Products, with notice to but without the consent of Provider. Any such attempted assignment lacking consent where required shall be null and void.

#### 7.6 Governing Law

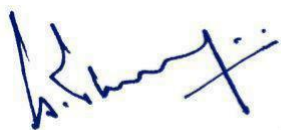
This Agreement shall be governed by and construed in accordance with the laws of the State of Tamil nadu, with regard to its choice of law provisions.

#### 7.7 Force majeure; Disaster recovery

Each party shall be released from and shall have no liability for any failure beyond its reasonable control, including, but not limited to, acts of God, labor troubles, strikes, lockouts, severe weather, Delay or default of utilities or communications companies or accidents.

SELLER [Call Center Projects Service India]

PROVIDER [###companyname###]



Authorized Signature

Authorized Signature



7.8 Independent contractor

With respect to all matters relating to this Agreement, Provider shall be deemed to be an independent contractor. Provider shall not represent itself or its organization as having any relationship to Seller Other than that of an independent agent for the limited purposes described in this Agreement.

7.9 Authorized representatives

Provider shall designate and maintain at all times hereunder a project manager to serve as a single point of contact for Seller to assist in the resolution of all technical, operational and implementation- Related matters. Provider shall endeavor not to change such project manager without Seller's approval, and in any event shall notify Seller of any such changes. In addition, each party shall, at all times, Designate one representative who shall be authorized to take any and all action and/or grant any approvals required in the course of performance of this Agreement. Such representations shall be fully authorized to act for and bind such party including the approval of amendments to this Agreement. Until written notice to the contrary (as delivered in accordance with Section 7.9), the authorized representatives of the parties are as follows:

For SELLER:

[Call Center Projects Service (the seller"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at: India IIFL Tower, Level-7, 143 MGR Salai, Kandancavadi, Perungudi, Chennai-600096. India]

For PROVIDER:

[###companyname###] ###address###, ###city###, ###state###, ###pincode###

7.10 Notices

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally, by facsimile transmission, by reputable overnight courier service or [COUNTRY] mail, postage prepaid, to the addresses shown below or to such other addresses as are specified by similar notice, and shall be deemed received upon personal delivery, upon confirmed facsimile receipt, [NUMBER] days following deposit with such courier service, or [NUMBER] days from deposit in the [COUNTRY] mails, in each case as herein provided:

SELLER [Call Center Projects Service India]

PROVIDER [###companyname###]



Authorized Signature

Authorized Signature

If to [SELLER NAME]:

If to [PROVIDER NAME]:

[Call Center Projects Service India]

[###companyname###]

[IIFL Tower, Level-7, 143 MGR Salai,  
Kandancavadi, Perungudi,  
Chennai-600096.]

[###address###,  
###city###, ###state###, ###pincode###.]

[TAMIL NADU/PROVINCE]

Attention: ###name###  
Mobile: ###mobile###, Email: ###emailid###

Seller Witness:

Provider Witness:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

A party may change its address and the name of its designated recipient of copies of notices for purposes of this Agreement by giving the other parties written notice of the new name and the address, phone and facsimile number of its designated recipient in accordance with this Section 7.9.

7.11 Representations

Except as noted herein, no employee, agent or representative of either party will have the authority to bind the other party to any representation, oral or written, or any warranty concerning the Services or the performance of the Services.

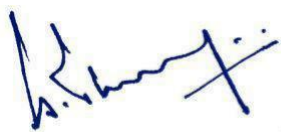
7.12 Arbitration

Any disputes or controversy, which this Agreement expressly provides to be resolved by arbitration, shall be settled by arbitration in accordance with the [YOUR COUNTRY] Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER [Call Center Projects Service India]

PROVIDER [###companyname###]



Authorized Signature

Authorized Signature