

# Fresa Technologies

Neutral IT Solution Provider

## Disclaimer

The following is intended to outline our general product direction. It is intended for information purposes only, and may not be incorporated into any contract. It is not a commitment to deliver any material, code, or functionality, and should not be relied upon in making purchasing decision. The development, release, and timing of any features or functionality described for Fresa Technologies products remains at the sole discretion of Fresa Technologies.

# **SERVICE PROVIDER AGREEMENT**

Business Process Outsourcing Online Agreement

This BPO Service Agreement (further referred as "Agreement") is made and effective from day-one(contract date is one time setup fee paid date), by and between **Client** ("Buyer"), located at "Buyer Address" and Fresa Technologies FZE, herein referred as THE SERVICE PROVIDER, registered at Office A1-315, Ajman Free Zone, United Arab Emirates.

It is agreed between CLIENT and THE SERVICE PROVIDER that CLIENT will outsource various business activities / operations to THE SERVICE PROVIDER. These business activities / operations will be defined and agreed to between both parties from time to time, in writing, and will form part of this Agreement. This document, which will define the scope of ongoing outsourcing activity, will form **Annexure-1** to this Agreement and will be titled "Scope of Work".

The document titled "Scope of Work" will define both the outsourcing activities and the manpower number and hours that THE SERVICE PROVIDER will commit to enable the satisfactory performance of the outsourced activities and will be signed off in mutual agreement by both parties. Any changes in the "Scope of Engagement" can only be effected after prior mutual consent, in writing, and such change will the form part of the amended "Scope of Engagement".

For all purposes of this Agreement, THE SERVICE PROVIDER shall be deemed to be an independent contractor and shall, except as provided herein or otherwise authorized, have no authority to act for or represent CLIENT. Nothing contained in this agreement shall constitute THE SERVICE PROVIDER and CLIENT as members of any partnership, joint venture, association syndicate or other entity, or be deemed to confer on any party hereto any expenses, implied or apparent authority to incur any obligation or liability on behalf of each other.

CLIENT agrees to pay to THE SERVICE PROVIDER, for the services provided under this agreement, a Fee for rendering Back Office Services to CLIENT as per the "Scope of Engagement". This fee will be defined and agreed to by both THE SERVICE PROVIDER and CLIENT and will form part of **Annexure-2** to this Agreement and will be titled "Fees for Back Office Services". This agreement will define the method of fee computation, the billing cycle, and the date by which such payment shall be made. Changes to the fee structure can only be effected after prior mutual consent, in writing, and such change will the form part of the amended "Fees for Back Office Services".

THE SERVICE PROVIDER may, at the instructions and on behalf of CLIENT, incur costs for certain services such as telecommunications, fax, accounting, auditing, tax, legal and professional advice, courier, Government levies, web hosting or other IT related or any other service as required by CLIENT. THE SERVICE PROVIDER shall raise invoices as per actual for

such services, with documentary support, on CLIENT, who agrees to settle such invoices in full within 7 days of raising such invoices which would include any statutory taxes that may be incurred in the performance of such services.

CLIENT hereby confirms that it has the legal capacity to enter into this Agreement, and that the persons executing this Agreement on CLIENT's behalf have necessary power and authority to execute this Agreement on CLIENT's behalf. CLIENT also represents and agrees that the terms hereof do not violate any obligation by which CLIENT is bound, whether arising by contract, operation of law, or otherwise.

The obligation, accountability and responsibility with regards to any regulatory requirements shall remain at all times with the CLIENT despite any back office function being outsourced to THE SERVICE PROVIDER.

CLIENT acknowledges and agrees that THE SERVICE PROVIDER shall be free to render BO Services to others and that THE SERVICE PROVIDER does not provide its services exclusively to CLIENT.

CLIENT shall indemnify and hold harmless THE SERVICE PROVIDER and its partners, agents, employees, managers, and affiliates from any losses, costs, damages, expenses or liabilities which THE SERVICE PROVIDER might occur in connection with or arising out of the activities under this Agreement.

CLIENT agrees that THE SERVICE PROVIDER shall have no liability to CLIENT or other parties such as the CLIENT's owners, subsidiaries, affiliates or associated companies, security holders, clients and creditors for any losses, claims damages expenses or liabilities relating to or arising out of the performance under this Agreement. The relationship between CLIENT and THE SERVICE PROVIDER is only a Service Provider/Client Relationship, THE SERVICE PROVIDER being the service provider and CLIENT being CLIENT.

The Indemnification obligations set forth in this section shall survive the termination of the Agreement.

This Agreement may be terminated with or without causes by CLIENT or THE SERVICE PROVIDER upon serving sixty (60) days written notice to the respective counterparty. Termination of the Agreement will not affect the liability or obligations of the parties arising from transactions initiated prior to the termination.

This agreement is governed by and shall be construed in accordance with the laws of the Rules of India without giving effect to any principles of conflicts of law. The venue of arbitration shall be at Ajman, UAE.

None of CLIENT information and data provided to by CLIENT will be disclosed by THE SERVICE PROVIDER to any unrelated firm, person or entity without prior consent of CLIENT, unless such disclosure is required by law, rule or regulation.

Each of the parties to the Agreement recognizes the confidentiality of this Agreement and engages themselves not to reveal the contents of this agreement to any party without the written consent of the other party.

This Agreement has been executed in duplicate and the parties shall each be entitled to one copy, receipt of which, each party hereby acknowledges. Each copy shall be sufficient and complete evidence of this Agreement.

This Agreement shall be effective from contract date until terminated in accordance with the provisions of this agreement.

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

On behalf of  
**Client**  
terms of this exhibit were accepted by

On behalf of  
Fresa Technologies FZE  
terms of this Agreement were accepted by

Contact Name,  
Designation  
(contact email id)

Amudhan P,  
Chief Operating Officer  
(amudhan@fresatechnologies.com).

## Annexure-1 (Scope of work)

### List of activities

1. Creating the shipment
2. Creating the job
3. Updating the sale and cost
4. Updating the standard tariff
5. Creating Customer Master
6. Creating Vendor Master
7. Sending daily report to Front office in-charge

### **Annexure-2 (Fees for Back Office Services)**

Number of Full Time Employee (FTE)	: 3 FTE
Number of working hours	: 8 ½ hours per day : 09:30 IST – 19:00 IST
Working Days	: Sunday to Thursday (8 ½ hours, 2 FTE)
Holiday	: CLIENT Holidays will be followed
Rate per FTE (Night Shift)	: USD 1250/MONTH
Rate per FTE (Day Shift)	: USD 1000/MONTH
Contract Renewal Date	: Every year of contract date