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Please print, fill and email this document to

support.corporate-partner@sync-global.com

The activation of this agreement follows with issuance of an associate appointed Partner/consulting code which needs to be used for all communication and financial transactions.



**Contractual / LOI / MoU/ Association/
Partner-Sales/ Consulting/ Employment/ U/w
Empanelment Agreement**

Authorization Document
for appointment executed by the consulting team,
Sync-Global (CN/ IN /EUR /AUS /HK Region)/ Team Sync
for engaging services (details of services) basis attached Annexure(s)

Mention reference numbers for all attached annexures here _____

_____ for (CN/ IN/ EUR/ AUS/ HK Region)

Agreement for engaging
With Team Sync, Sync-Global functionally consulting for its client/ consultant/s, vide
engaging appointed partner/consulting teams
applicable for - specify region only.

**Representing individual(s) name associate/partner/consultant:
Mr/ Ms./Suffix**

**Representing (your) firm/company
Organization name and address (of)**

**In the capacity of your Representation/ Designation
Proprietor/ Owner/ Partner/ LLP/ Inc/ LLC/ Unit/ Inc/ Ltd/ Public Limited Director**

_____ for region _____

**In the Fx/Capacity of/wrt
Partner-Sales/ Associate/ Consultant/ Zonal/ Regional for
Team Sync, Sync-Global (mention region)
www.sync-global.com**





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**Controlling agreement for business progression.
Standard information.**



SYNC-CN-6628-09022021-22-INV2-04A

This Agreement (“**AGREEMENT**”) is made and signed on this ____ day of month_____, year, 2021 at time_____, location_____at India by and between;
representing team(s)

Having its registered office at

Hereinafter jointly referred to as **Company/Firm**, which term shall mean and include their successors, heirs, executors, nominees and assigns;

and

Sync-Global (IN-Region) , Team Sync (for specify region), representing the LOI assigned as consulting team for services detailed with/for Team Sync LOI and association, having controlling global corporate office at Vancouver and locations as mentioned on the official website <https://sync-global.com> and for the zone specific website, and <https://sync-global.in> **for specify region** ; hereinafter, referred to as **Sync-Global / Team Sync**; which term shall mean and include its engaged and representing consulting team(s)/ successors, affiliates and assigns for business curation for a period of minimum of 1 (One) year and recurring basis mutual contract(s), MoU(s), LOI(s) and progression(s) as may be mutually agreed post timeline mentioned only till and unless confirmed by the engaging-company/partner, for and/or its representing individuals on their behalf.

The “Individual mentioned herewith” and the “Independent Consultant Associate” may hereinafter be referred to individually as **Party** and jointly as **Parties**.

WITNESSETH:

- A. **WHEREAS**, the Individual(s) and the teams from Sync-Global representation, mentioned herewith which is/are based in _____; are in core business of **managing corporate business consulting services at _____**.
- B. **WHEREAS**, the Independent Consultant Associate(s) herein referred as Sync-Global (Mention Region) herewith, is in the business of providing service(s) expertise mentioned by him/her/form/org and is engaging the partner services vide this contract as per details mentioned by client/ consultant/ **engaged (by/for) mentioned on page 1 of this contract** and vide subsequent issuance of partner code.
- C. **WHEREAS**, the Independent Consultant Associate team(s) **have client/ consultant/ engaged (by/for) basis merit** in expertise and basis approach to Team Sync as **per details of the applying partner/consultant mentioned in this contract** for providing services for CONSULTANT / CLIENT/ CONSULTANT/ ENGAGED (**IN-Region**), for providing services for mentioned reason in the header of this document mentioned herewith under the terms and conditions of this Agreement.



NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereunder, the Parties hereto agree as follows:

1. Scope of Work

- 1.1. The Independent Consultation teams/ Client/ consultant/ engaged Associate's **client/ consultant/ engaged (by/for)**, agrees to avail / provide their expertise, human capital, intellectual gains with software and services to/for the Business of the Individual mentioned herewith **basis scope and content attached in annexure(s)** and shall design, install, execute and manage client/ consultant/ services within defined scope and content for Identified zones for at India only; performing the detailed scope of work as set out in attached **Annexure(s)** or as otherwise instructed from time to time, in writing by the Companies or any person(s) nominated by it (hereinafter called the "**Services**").
- 1.2. **The said tie-up with applying Company/ firm/ organization/ sub-Consultant / Client/ consultant/ engaged would be in the form of this document called, the agreement (vide this document) between represented by authorized consulting team, Team Sync, Sync-Global (mention region) vide their contracted Lol and or/its representing teams, the Independent Consultant / Client/ consultant/ engaged Associate and its representing partner(s) vide Sync-Global (mention region)**, which shall be made, with or without the Individual mentioned herewith and will form an agreement construct. However, the said agreement in any form shall admit/acknowledge the services of the Independent Consultant / Client/ consultant/ engaged Associate teams; Sync-Global/ Team Sync; for CONSULTANT / CLIENT/ CONSULTANT/ ENGAGED (mention region) with Sync-Global and its associates through Team Sync; entitling it together with assigned and contracted servicing partner through this contract, to the mutually agreed collections and treatment, transparently vide an assigned official Sync-Global **and/or** the associated agreed official bank account in India, as laid out in the schedule hereto, till the tie-up continues for the mentioned period/timeline/ extendable on merit and performance.
- 1.3. The engaged Individual(s) /firm mentioned herewith as Sync-Global/ Team Sync, the Independent Consultant / Client/ consultant/ engaged Associate team, for CONSULTANT / CLIENT/ ENGAGED (mention region) shall nominate and intimate to each other the name of their representatives for the ease of liaising and troubleshooting **for the client/ consultant/ engaged (by/for)** as mentioned on page 1 basis this contract.

2. Status

The Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync (mention region)'s **client/ consultant/ / engaged (by/for) mentioned in this document, Page-1**, shall avail / render Services to the Individual mentioned herewith but there is no relationship of principal and agent or employer and employee between them.

3. Term, validity and renewal

The validity of the contract is for 1 (One) year **and extendable on mutual consent** and may be terminated with a notice of six English calendar months, by either party post fulfillment of all liability and control parameters, as and when required. This Agreement has come into force on date mentioned in the last page section and shall, unless be terminated in accordance with applicable mentioned Clause ("Termination of Agreement"), either parties vide a written notice to be received by the other Party not later than said timeline avail / rendered and India calendar year and month schedules. The other Party may, at its sole discretion accept such renewal by confirming the renewal to the originating party, not later than said disclaimer (online T&Cs on official Team Sync Website for specify region) with the timeline post lapse of 1 (One) year, (within 30days) on terms and conditions; as mutually agreed by the parties.



4. Work Location

The applying Independent Consultant / Client/ consultant/ engaged Associates' **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** represented by Sync-Global, will operate from Guru gram (IN-Region) and/or for geographies as per mutual consent, for the CONSULTANT / CLIENT/ CONSULTANT/ ENGAGED_IN location at stage-1, from the assigned locations identified for the said services, initially at The CONSULTANT / CLIENT/ CONSULTANT/ ENGAGED for mentioned Country(ies) engaged , The Zone(s) engaged and the Region(s) engaged and/or for the geographical construct for said services zones identified mutually for providing services hereto, until such time the Individual mentioned herewith request to make himself available at their offices or outlets at various locations in India or at such other locations as the Companies/ Company/ representation may deem fit post commercial benefits mutually agreed upon. Traveling to locations other than home location by the Independent Consultant / Client/ consultant/ engaged and/or for Associate team, Team Sync (IN-Region), may require additional approvals and payment adjustments to form a part of advance cost mitigation, if applicable vide fee or consulting charges or rent herewith as may be mutually agreed for expansion and elated process mutually to be agreed upon.

5. Add-on value prepositions with mutual consent, for client/ consultant/ s at the identified zone by the consulting (engaged team) for CONSULTANT / CLIENT/ CONSULTANT/ ENGAGED targeted benefits may be facilitated.

Obligations of the Independent Consultant / Client/ consultant/ engaged Associate and representing team(s)

- 5.1.The Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync (IN-Region) '**client/ consultant/ engaged (by/for) mentioned in this document, Page-1** shall perform the detailed scope of services as set out in **Annexure to be shared and allied control sheets(if any)** or as assigned to him by the Individual mentioned herewith and /or any person nominated or engaged by the Individual mentioned herewith.
- 5.2.The Independent Consultant / Client/ consultant/ engaged Associate team, for/by Sync-Global associate(s)and Team Sync (IN-Region)'s **Client/ consultant/ / engaged (by/for/by) mentioned in this document, Page-1** will avail / provide all services as mentioned in clause 5.1.above,for/by a period of a minimum of One year from the date of its issuance. Accordingly, after and in case of the termination of this agreement, though no new client/ consultant/ allied prospect in transaction, if any, would be allowed, but the Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync (IN-Region) may continue to service the existing client/ consultant/ / allied prospect in transaction/ transition to maintain continuity if any; for/by a period of up to one additional year from their issuance; even if this agreement has come to an end. For / by the purpose of providing such after-termination extended stability service for one year, the agreement may presume to continue to exist for/by a minimum support of client/ consultant/, herewith for/by the CONSULTANT / CLIENT/ CONSULTANT/ ENGAGED Targeted; and is consented by team (representing individuals and teams) at and /or its representatives.
- 5.3.The Independent Consultant / Client/ consultant/ engaged Associate teams (IN-Region) Sync-Global and its associates, Team Sync's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** agree that the scope of Services and the responsibilities under this Agreement shall fully own the responsibility of all action and conduct in both, represented by Sync-Global, Team Sync, which is an Independent Consultant / Client/ consultant/ engaged Associate team.
- 5.4.The Independent Consultant / Client/ consultant/ engaged Associate team, (IN-Region) Sync-Global and the associates' **Client/ consultant/ engaged (by/for) mentioned in this**



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document, Page-1 agree to act with utmost professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of its obligations.

- 5.5. The Independent Consultant / Client/ consultant/ engaged Associate team, (IN-Region), Sync-Global and its associates, shall neither receive nor offer nor make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits to any of the employees of the Companies/Company/ representatives which are intended to or perceived to be for/by obtaining business or favours for/by conducting its business.
- 5.6. The Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync 's **Client/ consultant/ engaged (by/for/by) mentioned in this document, Page-1** shall not misuse or misappropriate Companies/ Company assets but shall employ it only for/by the purpose of conducting the Company business for/by which they will be duly authorized. Use of Companies assets and resources for/by personal financial gain is strictly prohibited. These include tangible assets such as equipment, systems, internet access, facilities, materials and resources as well as intangible assets such as proprietary information, relationships with internal and external customers and suppliers.
- 5.7. The Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync 's **Client/ consultant/ / engaged (by/for/by) mentioned in this document, Page-1** guarantees that the avail / provide s services and any associate programme/ program/software to support the functionality, so developed; will be its original and does not violate the copyrights held by any other entity.

6. Contractual assignment

Statutory taxes as prescribed under various laws are payable.

- 6.6 Independent Consultant / Client/ consultant/ engaged Associate team, Sync-Global (IN-Region) Sync-Global and its associates, Team Sync's **Client/ consultant/ / engaged (by/for/by) mentioned in this document, Page-1** is responsible for/by bringing the relevant partners in the program, who would contribute in terms of targeted care privilege as well as offers from time to time to meet global service standards.
- 6.7 Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync's **Client/ consultant/ / engaged (by/for/by) mentioned in this document, Page-1** shall maintain the data, application and its code on a dedicated co-controlled server or system(s) with clear ready to view informatics; for/by service support. This is to ensure that Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync shall maintain the responsibility as a controlling team.

7. Guarantee of client/ consultant, association deliverance and zilch liability.

The Individual(s) and/or the delivering services team, represented by Sync-Global (IN-Region) and/or its associates' **Client/ consultant/ engaged (by/for) mentioned in this document, Page-1**, mentioned herewith avail / provide s deliverance guarantee for/by all avail / provide d services by its associates, allies and client/ consultant/ engaged (by/for) s as associate of Team Sync enrolled under this program in any given time. The teams and any of its representing individuals/ sub-contracted representations dealing with Sync-Global and Team Sync and/or its associates; will have zero or no liability for product/services in India and will not impact its global **operations except for the deliverance agreement as per attached annexure(s), if applicable.**

8. Indemnities

The Independent Consultant / Client/ consultant/ engaged Associate team, Sync-Global and associates, Team Sync's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1**; hereby indemnifies and holds the responsibility herewith against any /all losses, damages, actions, causes of action, claims and demands, taxes, costs, expenses and liabilities, medical and hospital bills, deaths or suits whatsoever of every kind and character arising out of or in connection with damage to or injury to or death of any party, or of the Independent Consultant / Client/ consultant/



engaged Associate's directors, employees, Consultant / Client/ consultant/ engaged Associates, sub-contractors, representatives, advisers, or for/by loss or damages or destruction of any property resulting directly or indirectly

9. Confidentiality:

9.1. The Independent Consultant / Client/ consultant/ engaged Associate team's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** recognizes that it will have access to and will be working on information considered as sensitive and highly confidential to the affairs of the Individual mentioned herewith and will maintain absolute confidentiality.

9.2. Confidential information shall mean all information relating to the Individual mentioned herewith, disclosed during the term of the agreement and includes but not limited to customer information like apartment number, details of client/ consultant/ / allied prospect in transaction, if any, contact details, data and also includes without limitation operational information of the Individual mentioned herewith and its principals, costing and pricing, SOPs and policies. Such confidential information may be supplied as an actual sample, in writing, through discussion or through observations.

9.3. In consideration of the Individual mentioned herewith agreeing to disclose confidential information to the Independent Consultant / Client/ consultant/ engaged Associate, the Independent Consultant / Client/ consultant/ engaged Associate team, Sync-Global / Team Sync's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** will ensure that all persons associated with it whether as Director, employee, Consultant / Client/ consultant/ engaged Associate, sub- contractor, representatives, advisers or associates, will:

- a) Keep all information as strictly confidential.
- b) Use such confidential information only for/by the use of the Companies and for/by the purpose for/by which it was disclosed.
- c) Not use such confidential information for/by commercial or any other purpose for/by its benefit or for/by the benefit of anyone else.
- d) Not disclose the confidential information to any third party.

Apart from this Independent Consultant / Client/ consultant/ engaged, Sync-Global, Team Sync and/or its any/all representing teams '**Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1**' would build proper security and encryptions so as to have minimal access to any data . Also, this data would not be shared with any of the program partners, if applicable for/by functionality or integrations which may be hence required. However, the client/ consultant/ allied prospect in-transaction, if any, has access to all partners and offers.

9.4. The Independent Consultant / Client/ consultant engaged Associate team's **Client/ consultant/ engaged (by/for) mentioned in this document, Page-1** is responsible for/by any breach of these conditions by any of its directors, employees, Consultant / Client/ consultant engaged Associates, sub-contractors, representatives, advisers or associates.

9.5. Maintaining confidentiality, is the essence of this contract and in case there is any violation of these clauses whether knowingly or otherwise once approved by the principal head-office, Vancouver jury representing Sync-Global, the Independent Consultant / Client/ consultant/ engaged, the Associate team, for/by Sync-Global, Team Sync; the assignee partner mentioned on page-1 is liable to repay all-sums received under this contract to the Individual/ representing teams/ assigned and/or by company (herein) mentioned herewith together with interest which will be equal to the prevailing one year apex India bank, National term deposit rate and that no liability will fall on in any case whatsoever.

9.6. Upon any written request by the Individual mentioned herewith at any time, the Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync will return information mentioned herewith all Proprietary Information and all documents or containing any such



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Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a for/by incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

- 9.7. The Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync's **Client/ consultant/ / engaged (by/for/by) mentioned in this document, Page-1** understands that nothing herein (i) requires the disclosure of any Proprietary Information or (ii) requires the Individual(s) or team(s) mentioned herewith to proceed with any transaction or relationship except for/by the details mentioned in this contract..
- 9.8. The Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync's **Client/ consultant/ / engaged (by/for/by) mentioned in this document, Page-1** further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Individual(s) or team(s) mentioned herewith, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync or its advisors; it is responsible for/by making its own evaluation of such Proprietary Information.
- 9.9. The provisions of these clauses shall survive the termination or expiry of this agreement for/by a period of said validity timeline from such expiry or termination and shall be complied by the Independent Consultant / Client/ consultant/ engaged Associate team, and/or Team Sync if the present agreement is valid and in for/by even after termination or expiry basis mentioned continuity responsibility for/by servicing CONSULTANT / CLIENT/ CONSULTANT/ ENGAGED Targeted for/by as may be intimated by Team Sync/ Sync-Global (IN-Region).
10. **Termination of Agreement:**
- 10.1 **Termination for/by Default**
- In the event of the Independent Consultant / Client/ consultant/ engaged Associates '**Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1**' inability to perform services hereunder or a breach by the Independent Consultant / Client/ consultant/ engaged Associate team's assignee; by and of the provisions of this Agreement or upon a failure by the Independent Consultant / Client/ consultant/ engaged Associate engaged team, for/by the client/ consultant/ engaged (by/for) mentioned on page-1, for/by Sync-Global and /or its associates, an associate of Team Sync engaged to carry out the Services listed in all attached Annexure(s), this Agreement may be terminated with timeline and basis Team Sync Disclaimer QR-code clauses online as mentioned at the Team Sync official specify region website by virtue of responsibility of the Lol arrangement with Team Sync of and/or its associates, as may be mentioned herewith giving a written or electronic official notice to the Independent Consultant / Client/ consultant/ engaged Associate appointee as mentioned on page-1.
- 10.2 **Termination for/by reasons other than default**
- 10.2.1 Upon the occurrence of an event of a force majeure, either the Independent Consultant / Client/ consultant/ engaged Associate team, Team Sync's **Client/ consultant/ /engaged (by/for) mentioned in this document, Page-1** or the Individual(s) and /or the team(s) mentioned herewith may terminate this contract and Independent Consultant / Client/ consultant/ engaged Associate's engagement by giving not less than 120 days (six English month calendar working Indian days as published by Gol and confirmed by Sync-Global, specify region vide co-validation) and/or written notice to the assigned and client/ consultant/ engaged (by/for) as mentioned on page-1 of this contract..
- 10.2.2 Either Party may terminate this Agreement, in writing, by providing 120days written notice or payment in lieu thereof post satisfaction of clause 10.2.1 vide this agreement.



- 10.2.3 This Agreement may also be terminated by mutual written agreement without 120 days' written notice if all Parties agree to the terms and nature of the termination. On such termination the Independent Consultant / Client/ consultant/ engaged Associate team, (IN-Region) Sync-Global , Team Sync 's **Client/ consultant/ engaged (by/for) mentioned in this document, Page-1** and any dues pending to Team Sync and /or client/ consultant/ s or allied as may be validated by Team Sync, shall be paid or as per the commercial terms, for/by all services already performed up to that date, on a pro-rata basis, at the rate stated in Clause above, after deducting any amount that may be due or payable to Independent Consultant / Client/ consultant/ engaged Associate team, (IN-Region) Sync-Global and/or its associates, for/by Team Sync to the Individual(s) or team(s) mentioned herewith, subject to agreement clause adherences or any rental/payments which will be (after mutual agreement) be adjusted for/by client/ consultant/ , and or as required and validated by Team Sync .
- 10.2.4. Subject to provisions of clause above, this Agreement may be terminated without notice if it is observed that the Independent Consultant / Client/ consultant/ engaged Associate team, for/by (IN-Region) Sync-Global, associate Team Sync's **Client/ consultant/ /engaged (by/for) mentioned in this document, Page-1** is not maintaining confidentiality and adherence as laid down in various paragraphs of clauses of this Agreement basis disclaimer QR-Code in this document.
- 10.2.5. The Agreement will also be terminated without notice and compensation by the Individual(s) and/or team(s) mentioned herewith if the Independent Consultant / Client/ consultant/ engaged Associate team,(IN-Region) Sync-Global, Team Sync defaults or fails in providing any of the services specified in Annexure; which can be requested or deemed as important.

10. Governing Laws and Dispute

- 11.1 Except to the extent as is otherwise avail / provide d herein, this Agreement shall be interpreted in accordance with, and governed by, the laws and regulations of India co-validated by Sync-Global for/by any global impacts, if any.
- 11.2 In the event that any dispute or disagreement should arise between the Parties in any way related to the Independent Consultant / Client/ consultant/ engaged Associates' **Client/ consultant/ engaged (by/for) mentioned in this document, Page-1**'s engagement, or otherwise arising out of or in connection with this Agreement, both Parties shall first attempt to settle it amicably. If the dispute cannot be resolved by amicable settlement, within 90 days of such initiation, either Party may initiate arbitration proceedings by referring the dispute for/by resolution by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the seat of arbitration shall be in India for/by New Delhi/ Gurugram for/by IN-Region. Only courts at Delhi NCR/ Gurugram or (IN-Region) Sync-Global associates, jurisdiction as an associate of Team Sync for/by any/all jurisdiction and will have applicability for/by adjudicating on disputes as may be co-validated and only post same basis confirmation by Team Sync.

12. Miscellaneous

12.1 Entire Agreement

This Agreement constitutes the entire agreement between the Individuals and represented team(s) mentioned herewith, for/by the respective organization and/or the Independent Consultant / Client/ consultant/ engaged Associate, Team Sync; regarding the Services; and all prior verbal and written understandings and agreements, if any, relating to avail / rendering of the Services are hereby merged into the terms and provisions of this Agreement. This Agreement cannot be modified or amended in any way except by a written instrument referring specifically to such an amendment and duly signed on behalf of the Individual mentioned herewith and the Independent Consultant / Client/ consultant/ engaged Associate.



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12.2 Waivers

Any failure or delay in exercising any right, remedy, or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power avail / provide d herein or by law or in equity.

12.3 Successors and Assigns

The Independent Consultant / Client/ consultant/engaged Associate team, (IN-Region) Sync-Global associates, Team Sync's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement, without the consent of the Individual mentioned herewith. Any purported assignment, transfer, or delegation shall be null and void. This Agreement shall be binding upon the Individual mentioned herewith and shall inure to the benefit of the Independent Consultant / Client/ consultant/ engaged Associate, (IN-Region) Team Sync and it's respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

12.4 Severability and Enforcement

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court or arbitrator of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

12.5. Disclaimer, Software, IP ownership, if applicable

The IP rights are customized and developed for/by use by the Individual(s) or team(s) mentioned herewith and its client/ consultant/ / allied prospects in transaction, if any. On cessation of this Agreement, the copyright of this programme construct and avail / provide d services-bundle by Team Sync and/or by its client/ consultant/ / engaged (by/for/by) mentioned on page-1, will be the exclusive property of the Independent Consultant / Client/ consultant/ engaged Associate Independent, (IN-Region) Sync-Global , Team Sync 's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** in every way is only extending the rights to use this programme to the Individual mentioned herewith for/by engaging its customer under the elated opportunity to progress with this intended program.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of the date first above written.

Name
(Individual / Firm mentioned herewith Name)

Your Organization/Individual Stamp, if applicable

For/by (mention region)
Sync-Global / Team Sync

Co-validated
Associate, Team Sync
Authorized Signatory

Authorized Signatory

Date:
Time:
Location:



(Mention region), mandatory annexure

ANNEXURE 1/ A1.01

Scope of work, basis submitted details of content basis engagement of services of Team Sync/ Sync-Global and/or its associates' Client/ consultant/ engaged (by/for) mentioned in this document, Page-1:

The Independent Consultant / Client/ consultant/ engaged Associate's scope of work (hereinafter referred to as SERVICES) shall include, *inter alia*:

1. **The Independent Consultant / Client/ consultant/ engaged Associate team**, submitting this request for/by Consultant / Client/ consultant/ engaged empanelment and associate operations, with teams at (IN-Region) Sync-Global /Team Sync 's vide the **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1 will avail / provide their skill, expertise and services for/by designing and initiating client/ consultant/ requirements and comparable and fair pricing** which must be validated by Team Sync at specify region for/by evaluated top One averaged comparative quotes for/by avail / rendered each service; independently observed for/by each and every service enumerated in the initial format submitted in digital or physical format to enable fair trade practice and services of deliverance (unless and thereof, any misleading commercial detail or allied information not having parity with the fair market pricing or services avail / rendered in lieu, directly or indirectly for/by any of the client/ consultant/ s whatsoever, in the region assigned post Consultant / Client/ consultant/ engaged code generation, may terminate the contract thereof). This is an essential clause for/by the programme to run the with client/ consultant and Customer Elated opportunity to progress with intent of fair services to and for/by the client/ consultant/ allied in transaction, for/by allied engaged locations, as may be considered necessary.
2. The avail / rendered services by the Individual mentioned herewith/ Consultant / Client/ consultant/ engaged Associate's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** at any of the direct or indirect client/ consultant/ premises and in the form of services /software and/or application for/by firm/Individual mentioned herewith at any engaged locations, as may be considered necessary for/by client/ consultant/ / allied prospect in transaction, will be governed by standard T&Cs online on respective associate / Team Sync specify region website and as per the rules decided by Team Sync or/and associates, mentioned herewith as management for/by the avail / rendered services.
3. **The client/ consultant/ servicing to the satisfaction note** must also be so designed to be capable of satisfactorily running with the Customer Elated opportunity to progress with intent of the services program as envisaged and explained during the pre-round of discussions had with the Management of the Individual (s) / Team(s) mentioned herewith. It should also be capable of generating relevant reports that the Management of the Individual mentioned herewith desire and deem fit for monitoring the efficiency and usefulness of the program.
4. Independent Consultant / Client/ consultant/ engaged Associate team, for/by (IN-Region) Sync-Global associates, associate of Team Sync's **Client/ consultant/ engaged (by/for/by) mentioned in this document, Page-1 would avail / provide real-time service informatics** with to the all officials and client/ consultant/ with the help of teams (IN-Region) Sync-Global associates and Team Sync together with client/ consultant/ can monitor the progress of the program or service and carried out the necessary activities for/by the smooth running of the program and corresponding reconciliations.
5. The Independent Individual mentioned herewith along with the Consultant / Client/ consultant/ engaged client/ consultant/ / engaged (by/for/by) Associate team, requesting empanelment for/by teams for/by (IN-Region) Sync-Global associates, associate of Team Sync; should ensure that the services avail / rendered directly or indirectly to any of the client/ consultant/ or associate should not involve any change or should not breach any security of the client/ consultant/ wrt data or any security protocol wrt applying Individual mentioned herewith as Consultant / Client/ consultant/ engaged Associate and/or should not incur any liability.



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6. To start with, the Independent Individual(s) / team(s) / representing Consultant / Client/ consultant/ engaged mentioned herewith for/by the Consultant / Client/ consultant/ engaged Associate's client/ consultant/ / engaged (by/for/by) as mentioned on page-1, and/or for/by (IN-Region) Sync-Global; associate; Team Sync 's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1**; will run the Program for/by a period of said timeline, for/by the client/ consultant/ allied / locations, as may be considered necessary prospect client/ consultant/ spaces, or such increased duration as the Company requested and /or its associates/ management deem desirable for/by a simulation project with necessary space modifications for/by the services support without any damages to the property thereof as per shared annexure and email(s)/ correspondence already effected.
7. The services will not be added/ modified without prior consent and past reports of any scope and content including submission of documents wrt any modification, even if necessary for/by full utilization of the Elated opportunity for/by any client/ consultant/ directly/indirectly to progress with intended allocated services on fair pricing in market parity and deliverance to the satisfaction of both client/ consultant/ and/or its associates/representing associate teams (IN-Region) Sync-Global, Team Sync's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1**. However, request for/by allocated zone/ facility up-gradation may be requested by engaged teams with subtle branding non-intrusive and focusing more on brand building by care and connect rather than direct-in-face promos which essentially can be jointly contracted by mutual consent.
8. The changes requested will be evaluated and post approvals; may be charged for/by the engaged team(s) as mentioned on page-1; by Independent applying Consultant / Client/ consultant/ engaged / Individual mentioned herewith for/by the Associate team, for/by (IN-Region) Sync-Global associates, and/or the associate(s)of Team Sync's **Client/ consultant/ /engaged (by/for) mentioned in this document, Page-1**.The work on the changes will be done post confirmation from the management applied, mentioned herewith, the consent which may be sought from team Sync representation(s) strictly by electronic communication/email(s).
9. After completion of the successful scope of work with satisfaction note from client/ consultant/ associate post observance of /for(IN-Region) Sync-Global associates, associates at Team Sync's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1**, and post the written approval for/by the Service/Programme construct assigned; may be subsequently launched at all other and/or allied engaged locations, as may be considered necessary for/by engaged client/ consultant/ associate/prospect zone(s).
10. **Post submission of(a) initial empanelment format** and receipt of this **(b)Appointment contract**, co-validated within 48 working hours of submission; valid and renewable as per timeline already detailed , the applicable MoU(s)/ Lol(s)/ respective applicable clauses and contracts; will be generated for/by associate(s)- Team Sync , (IN-Region) Sync-Global associate(s)'s **Client/ consultant/ / engaged (by/for/by) mentioned in this document, Page-1**and all rights and informatics of the construct stay with the Vancouver Corporate Office of Team Sync which herewith retains the sole right to empanel/ terminate/ evaluate of progress any decision, collateral, commercial, holistic, client/ consultant/ related of whatsoever allied; related to same.
11. **Post activation of client/ consultant/ / engaged (by/for) code, the Lol/MoU/Contract will be released for/by each and every** service or deliverance scope as per this annexure (cumulatively vide this document) which must be filled in the attached for/by mat and submitted to/for(IN-Region) Sync-Global associates' **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** in the standard format (no format to be changed unless same is being reissued from controlling Vancouver office in new version, this version being Version 7 (Seven).
12. **Upon release of official MoU/ Lol, the applicable payments to/by the empaneled Consultant / Client/ consultant/ engaged(s)**, subject to submission of visual reports in the prescribed format and satisfaction note standard for/by mat deliverance (which cannot and may not be altered in any way whatsoever) are normally progressed vide inter organizational



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- transfers in a usual timeline of 30 working days from the date of user-code tagged PO to the requesting Consultant / Client/ consultant/ engaged empaneled. This can only be issued by central issuing authority post Consultant / Client/ consultant/ engaged empanelment from VC (CN-Region) office of Team Sync for/by IN-Region/support team(s) by electronic communication/email.
13. **Force majeure clauses** may be applicable as and when necessary and should be applied unconditionally.
 14. **Mandatory, COVID-19 tests** must be conducted for/by all engaged manpower and valid accredited respective region / national govt. accredited authority reports must be shared for/by all interacting individuals prior to start of services or scope for/by any client/ consultant/ /associate.
 15. **The Independent Individual/ Consultant / Client/ consultant/ engaged appointee and/or partner mentioned on page-1**; requesting empanelment, mentioned herewith for/by the requested Associate team(s), for/by (IN-Region) Sync-Global associates, an associate of Team Sync; will carry out training of his/her Individual(s) and Team(s) mentioned herewith as employees/ self-associates, post authorizations at such intervals and locations as the Individual mentioned herewith decides to sharpen their skills.
 16. Any deviation from standard T&Cs, Online Sync-Global disclaimers; may and will cause termination of services and no liability clause will be in effect thereof wrt Associate team, for/by (IN-Region) Sync-Global associates, an associate of Team Sync.
 17. Independent Individual(s) and team(s) mentioned herewith along with the Consultant / Client/ consultant/ engaged Associate team post empanelment and getting registered code without which this contract stays null and void for/by respective empaneled team(s) (IN-Region) Sync-Global associates, associate of Team Sync's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** shall upgrade market dynamics to increase deliverance quality every quarter with reports for/by running the Services Construct /Program at such intervals as required after mutual discussion with the Individual mentioned herewith. Such upgrades will be done by the Independent Individual/ applying Consultant / Client/ consultant/ engaged mentioned herewith along with the Consultant / Client/ consultant/ engaged Associate team for/by requested empanelment with for/by (IN-Region) Sync-Global associates, associate of Team Sync from time to time basis agreed cost spends and prior approvals.
 18. Paid human capital, helpdesk required to support queries/issues while the elated opportunity for/by client/ consultant/ may be in progress may require engagement by (IN-Region) Sync-Global associates/ Team Sync's **Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1** vide electronic conformation to progress with intent services or agreed deliverance which must be managed with due diligence by the Independent applying Consultant / Client/ consultant/ engaged Associate.



Add-on important information A22.101for/by Client/ consultant/ / engaged (by/for) mentioned in this document, Page-1

1. This contract validity stays for one year and extendable on merit.
2. This contract will attract commercials by mutually consented partner/consulting team invoicing with mandatory tax compliances need to deposited with this contract submission to Sync-Global against issued invoice by Sync-Global (IN-Region) for/by same and a partner code will be assigned for/by depositing the sum in the client/ consultant/ partner co-controlled escrow/current Indian bank account of Sync-Global (IN-Region) on website with icon: banking including any future payments for/by the contracted service or security(ies)
3. This contract will ensure that there will be no liability for/by or associated consulting team, Team Sync
4. This contact will ensure that any /or singular/ duplex/ tri-party agreement will not pass on any liability from Team Sync to or vice-versa.
5. The contract will also ensure that the employees and its assigned service partners will have free but controlled access to zones/constructs for assigned programme for/by the benefit of the targeted zones/constructs vide Team Sync processes.
6. That assigned partner will be allowed to utilise and improvise services with Team Sync validation.
7. All services as of now will be coordinated with CONSULTANT / CLIENT/ CONSULTANT/ENGAGED client/ consultant(s) as on page-1 of this document.
8. That Zone(s) engaged and Region(s) engaged will be accessible for/by usage within this commercial construct at no additional cost apart from infra /cess /liabilities to the client/ consultant/ / engaged (by/for) as may be applicable as assigned at The Country(ies) /Zones/ Clients/ Opportunity constructs engaged to ensure commercial feasibility of the engaged Team Sync, specify region / Sync-Global and its associates client/ consultant/ / engaged (by/for) mentioned on page-1/ so that luxury /assigned protocol are deployed.
9. That the limited liability and QR-code disclaimer clause will be deployed as per Sync-Global official website, without any direct or indirect liability
10. That the services will be a rental agreement starting, from date of contract/ date of agreement with following calendar month date and/or as mitigated with (if mutually agreed) margin-mitigated profits.
11. That the agreement inculcates usage of value-adds,
12. That the usage will deploy clauses enabling, basis human facilities, freedom to dignity of labour. No child labour or eco damage is allowed.
13. That the contract will allow Team Sync and /or client/ consultant/ / engaged (by/for) to deploy any facility for/by usage and/or safety within assigned zones and communication annexures with code to be followed to client/ consultant/ / engaged (by/for) from Team Sync (IN-Region)for/by its client/ consultant/ / engaged (by/for) .
14. That access to facilities will be available basis email correspondences already enabled and agreed parameters in-lieu.
15. That the access to client accessed / prospects/ customer may be allowed to target.
16. That the replication may be allowed if feasible and allowed by CONSULTANT / CLIENT/ CONSULTANT/ ENGAGED management to other zones simultaneously and/or in phases
17. That CONSULTANT / CLIENT/ CONSULTANT/ ENGAGED will support access to appointment portal accessible including access and to app for/by promos by mutual consent and will support to promote synergetic programmes and related constructs.
18. That the programme and plan may be executed as per the protocols mentioned in the wish list with installation of infra and requirements as per the required details and that the requirement will be met as per the details requested in the BUSINESS-INFRA desirable email correspondence mutually consented.
19. That the modification and acceptable services will be allowed as per the wish list of the investing specialist consulting team, engaged herewith referred to, as client/ consultant/ / engaged (by/for) , on page-1.

**Scope of possible services and commercials.**

Add-Ons, apart from mentioned (**attached or electronically communicated**) annexure(s) if mentioned on this contract may apply for detailed scope and content and value adds possible with prior intimation and coordinated approvals.

Margin retention enhancement coordination is available from the Team Sync (IN-Region) basis business case consent. You can email us at info@sync-global.com for any details or clarity you may require.

Margins are applicable as per weblink <https://sync-global.com/collaborator-margins>

Payments/ Advances/ Securities in INR

Security/advances, if any, if raised by an invoice, may be adjusted for/by renewals, each 12 months or basis the timeline or extended timeline and/or basis contract timeline of (One) year, or as contracted vide this document or against last payable closure invoices for said months basis pre-communication and consent for the said value(s) and or plus the tax/ GST per month against invoice(s) from Sync-Global and/or its partners as may be applicable in-lieu of national client/ consultant/ LOI for/by specify region operations only. Mitigated advances/ invoice values/ rentals clause may be utilized vide Sync-Global support post additions/editions of attached or allied electronically communicated annexure(s) if applicable.

Unilateral tie-up expansion is applicable for Indian and global zones basis 12 months performance and clubbed access to the operational client Zone(s) engaged and the Region(s) engaged basis Informatics.

Frequency timeline based charges may be **mitigated against profits**, if applicable barring tax mitigation/GST for specify region or with maximum mitigation of upto 100% of base value against margin adjustments/ credit notes/ allied payable values by the timeline period one year and/or as applicable (excluding pre-preparation 60 days waiver only if applicable) may apply if consented mutually.

Invoicing process for/by CONSULTANT / CLIENT/ PARTNER ENGAGED.

Direct by client/ consultant/ partner engaged (by/for) as mentioned on page-1, in case of 100% value charges fulfillment plus tax/levies/GST per timeline frequency and upto 100% mitigation by/for assigned team, for/by Sync-Global for/by Zones, against invoices to be requested to and raised by Sync-Global (IN-Region) for/by client/ consultant/ partner(s) for zones at for/by business value add-ons as per mutual consent.

If mitigated charges need to activated, same need be routed vide official current/ escrow client/ consultant/ connected Indian or region specific account as per region website for/by invoicing control or as per contracted or sub-contracted arrangement with client/ consultant/ / engaged (by/for) with Sync-Global for/by their client/ consultant/ , wrt the appointment scope and content..



Escrow/ current account banking for this contract fulfillment.

A1.01- SYNC

specify region banking details for business transactions.

Weblink for banking details: <https://sync-global.com/banking>

SYNC-GLOBAL official current bank account details for RTGS/ NEFT/ SWIFT/ WIRE (Indian and International) bank transfers.

All transfer references must be emailed to finance@sync-global.com with details of pertaining Indian tax/GST Invoice(s) and/or the partner invoices as mutually consented and/ or allied respective expense disbursement reference number with your partner code clearly mentioned in subject line.

Use GLOBAL BANKING requests for specific region and email at finance@sync-global.com
All transfer references must be emailed to finance@sync-global.com

To effect a bank transfer in IN Region, you will require following details:
This account may be used for ESCROW conditional TRF with engaged client/ consultant/ s for/by business transactions basis Team Sync/ Sync-Global contracts at specify region.

- a. A/c Name: SYNC-GLOBAL
- b. A/c Number: 397 985763 95
- c. A/c Type: Current/ Official/ Business account
- d. Bank Name: State Bank of India
- e. IFS Code: SBIN0070695
- f. Bank Branch Address: C-002, Super Mart -1, Phase -IV, Gurugram- 122009, Haryana, India
- g. Branch Code: 70695
- h. Branch MICR Code: 110002817
- i. Branch SWIFT Code: SBININBB

A2.01- SYNC

Banking details for/by international business transactions.

In order to make an **international bank transfer**, you will require following ADDITIONAL details in CAPITAL ALPHABETS:

1. International Bank A/c Name
2. International Bank A/c Number (IBAN) without any prefix or suffix
3. A/c Type
4. Bank Name
5. Bank Branch Complete Address
6. Bank Branch Address PIN code
7. Country ISD Code
8. Bank Contact email ID
9. Bank Contact landline or mobile number

A2.01- SYNC

10. PLUS you will require following ADDITIONAL details specific to geography:

- to INDIA – IFS Code and SWIFT Code/ Number
- to Europe – IBAN Code and SWIFT Code/ Number
- to USA – ABA Routing Code and SWIFT Code/ Number
- to CANADA – IBAN or suffix SWIFT/ IFSC code in the IBAN field
- to UK – Sort Code, SWIFT and IBAN Code/ Number



for international transactions relating to **Sync-Global**: CN-region, AUS-region, EUR-region; kindly email queries to info@sync-global.com with your partner code in subject line.

A3.01- SYNC / Coordination support contact point:

Email finance@sync-global.com

Website www.sync-global.com

IN Region

A4.01- SYNC / specify region registration details:

GSTIN 06AALPG3085G1ZR

PAN AALPG3085G

MSME ID 6341 301020-GGUDA

MSME Reg. UDYAM-HR-01 -0001 764

A1 .01- SYNC / specify region pro forma invoices and invoicing details:

GSTIN 06AALPG3085G1ZR

MSME ID 6341 301020-GGUDA

MSME Reg. UDYAM-HR-01 -0001 764

Address for INV SYNC-GLOBAL, CYBERPARK, LVL1 SEC 67 GGN HRY IN-REGION

All correspondence/ documents can be couriered at this address to the e-VAL team for our coordination:

Sync-Global (IN-Region)

Co-ordination office

eVAL team

Level-1, Landmark Cyber Park Bldg,

Plus Office, Sector 67,

Gurugram-122018, Haryana, India

Landline: 0124-4386858

(India dialing code +91 to replace 0 if calling from outside IN-Region)

Remember to post mail/courier details to support.corporate-partner@sync-global.com for coordination and tracking support.

KINDLY ENSURE TO INCORPORATE YOUR ASSIGNED PARTNER CODE ON ALL DOCUMENTATION.



ATTACH-COMMERCIAL TIE-UP ARRANGEMENT ANNEXURE

ANNEXURA 1.01- BA-102-CMR

- 10% OF BASE AMOUNT BILLED (NET OF TAX/EXPENSES); FOR CLIENTS-REFERRED BY TEAM SYNC
- 50% ON BASE-EXPECTED DECLARED-VALUE FOR ENNHANCEMENT VALUE ONLY.



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ATTACH SCOPE AND SPAN OF CONTENT OR PROPOSE.

ANNEXURA 1.02- BA-102-SSCA-P

Privilege programme for _____ in line with mitigated commercials.



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AUTHORISATION BY _____

FOR 5-YRS/ (_____) OPERATIONS PERIOD TO ALLOW TEAM SYNC-(Associate Name _____ as applicable) TO PHASE ALL REVENUE INCOMING MODES THROUGH _____-PROGRAMME CONSTRUCT/ APP / SOFTWARE WRT BUSINESS GENERATED/ SPONSORSHIPS, SPACE BOOKINGS, PARTNER PROGRAMMES AND ALLIED REVENUE MODES ENHANCING REVENUE FOR SAID CLIENT(s).

THIS CONTRACT ALSO HEDGES DIRECT BOOKING by _____ ALLOWING TEAM SYNC-(Associate Name _____) TO CREATE BID FOR N+7 DAYS ADVANCE REQUIRED TIMELINE TO GET BEST REVENUE PRE-ACTION for said Client(s).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of the date first above written.

Mr./Ms. _____
(Individual(s) mentioned herewith, Name)

for (mention region)
**Sync-Global
Team Sync**

Authorised Signatory

Date

Corporate Stamp

Authorised Signatory

Date

Corporate Stamp
Registration of MoU

TWENTY-page document

Reference for (IN-Region) Sync-Global associates/TeamSync/16.01A/Ver7/2021-2022

Annexure format additionally may be attached for commercials, additional detailed scope and alternatively be considered as additional annexure to this agreement/MoU/Lol basis earlier electronic and/or email communications by the consulting team (emailed to the representing group teams vide LOI) for/by possible value-adds for the identified zone(s) in combo and cognizance.

-end of main document / version 8.01-

Download editable version to edit and request:

for approval to info@sync-global.com with a cc to finance@sync-global.com with a cc to emails (IN Region) finance.ops-ncr.del.in@sync-global.com

SYNC-GLOBAL (specify region)
SMS: **SYNC** to **56161** from your specific country of origin
Website: www.sync-global.com



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IN Region

#TeamSync

Email: info@sync-global.com, Landline: +91 124 438 68 58, Corporate support number: +91 11 45033577,

Sync-YHML-eVAL Consulting Support Team (specify region)

IN Region addresses:

Gurugram Support Ops1: Team Sync-AAF, Landmark Cyber Park Plus Office, Level-1, Sector 67, Gurugram-122018, Haryana, India.

Gurugram Support Ops2: Team Sync, Regus CH, Spire E, Sec 8 IMT, Manesar, Haryana, India.

New Delhi Ops1: Team Sync, Plot 31, Sector 4, Dwarka, New Delhi-110078, India.

Navi Mumbai Ops1: Team Sync-Enconsys, Kendriya Vihar, Nerul, Navi Mumbai-400706, MH, India.

Team Sync and its partner alliances support business projects, real estate residential and commercial zones, healthcare, hospitality, aviation, manufacturing, automotive, energy, infra, assets and investment businesses at India and abroad. 360-degrees, Fareal, Enconsys and its associates are umbrella work partners of www.sync-global.com

Sync-Global is an exclusive Official India Dealer and Consultant for the American Air Filter Company, for the AAF Pathogen-Deterrent Solutions and Safe-Air.

<https://sync-global.com/aaf>

Disclaimers, T&Cs, rules and compliance Policies are available on our official website. We recommend that you may print this communication only if absolutely necessary.

#GoGreen. <https://sync-global.com/enconsys>

New Delhi | Gurugram | Navi Mumbai | Pune | Bangalore | Chennai | Vancouver HQ | Sydney | HK

CN-Region, EUR-Region, AUS-Region, IN Region