

SYNTHESYS LICENSING PARTNER TERMS OF SERVICE AGREEMENT

This Licensing Partner Agreement ("Agreement") is entered into by and between you ("Partner") and Synthesys LLC FZ ("Company"), effective immediately upon enrollment and payment. By purchasing and signing this Agreement, Partner expressly acknowledges and consents to all terms outlined herein. This Agreement is designed to clearly define roles, responsibilities, and legal protections for both parties.

1. Program Access & Licensing Fee

Upon payment, Partner will receive:

- Access to license and sell the Synthesys system exclusively provided by Synthesys LLC FZ.
- Dedicated Account Manager support, including sales demonstrations, client onboarding assistance, and ongoing sales support.
- Comprehensive training (live or prerecorded), education on product functionality, sales strategies, and best practices.
- Access to sales leads upon request (up to 500 leads per request, maximum 1,000 leads monthly, resetting on the first day of the following month).

Licensing Fee:

- Enrollment fee must be paid in full (unless an alternative payment structure is mutually agreed upon in writing).
- All payments, deposits, and fees are non-refundable.
- For deposits or partial payments, Partner explicitly authorizes Synthesys LLC FZ to automatically charge the remaining balance to the provided payment method on scheduled due dates until the full payment is satisfied.
- Partner explicitly authorizes Synthesys LLC FZ to charge the provided payment method automatically on scheduled due dates to satisfy any unpaid or remaining balances. Partner shall ensure their payment information remains current. Failure to pay outstanding balances may result in suspension of services, forfeiture of commissions, and collection or legal actions, including pursuing damages.

2. Fulfillment & Service Obligations

- Synthesys LLC FZ is solely responsible for client technical implementation and fulfillment.
- Partner agrees to pay \$3,000 USD per client onboarded. This mandatory fulfillment covers software setup, technical onboarding, ongoing support, and client activation.
- Synthesys LLC FZ reserves the absolute right to refuse services to clients that violate legal or ethical standards.

3. Commissions & Revenue Share

- Partner earns a 50% recurring affiliate commission based on the annual recurring value of each license sold.
- Commissions recur annually as long as the client remains active and are paid one month post client sign-up and payment.
- Revenue-sharing payments are strictly affiliate commissions and do not constitute royalties, franchise fees, equity, or legal ownership in Synthesys LLC FZ.

4. Advertising & Promotion Restrictions

- Partners are strictly prohibited from conducting paid advertising campaigns (including but not limited to Google Ads, Facebook Ads, Instagram Ads, TikTok Ads, YouTube Ads, LinkedIn Ads, or other paid media).

- Any violation results in immediate termination of this Agreement and forfeiture of all future fees and commissions, with Synthesys LLC FZ reserving the right to pursue damages and legal action.
- Marketing and promotional activities must be organic or via approved non-paid methods only.

5. Relationship of Parties

- Partner operates as an independent entity responsible for their branding, client acquisition, operations, taxes, and liabilities.
- This Agreement does not create any franchise, joint venture, agency, partnership, employment, or legal representative relationship.
- Partners may not use Synthesys LLC FZ's name, trademarks, or branding elements.

6. Confidentiality & Non-Disclosure

- Partner acknowledges that all proprietary information (including technology, methodologies, pricing structures, client details, etc.) shared by Synthesys LLC FZ constitutes confidential trade secrets.
- Partner is prohibited from disclosing, reproducing, or misusing confidential information.

7. Intellectual Property & Ownership

- Synthesys LLC FZ retains full ownership and IP rights to all materials, technologies, and systems provided under this Agreement.
- No intellectual property rights transfer to Partner under any circumstances.

8. Disclaimers & Recommended Practices

- All training, materials, and recommendations provided by Synthesys LLC FZ are guidelines, not mandates.
- Partner retains full autonomy over pricing, sales strategies, and operational execution.
- Synthesys LLC FZ does not guarantee income, success, or specific results.

9. Earnings & Results Disclaimer

- Any earnings examples shared represent potential outcomes only, not guarantees. Results depend entirely on Partner's actions, market conditions, and individual effort.

10. Limitation of Liability

- Synthesys LLC FZ will not be liable for any indirect, incidental, consequential, special, or exemplary damages arising from this Agreement.
- Synthesys LLC FZ's total liability under this Agreement will never exceed the total amount Partner paid to Synthesys LLC FZ under this Agreement.

11. Indemnification Clause

- Partner agrees to indemnify and hold Synthesys LLC FZ harmless from any claims, liabilities, losses, damages, or expenses (including attorney's fees) resulting from Partner's actions, negligence, or breach of this Agreement.

12. Termination & Breach

- Synthesys LLC FZ may immediately terminate this Agreement for cause (paid advertising violations, misrepresentation, unauthorized branding, unethical behavior).
- Upon termination, all commissions are forfeited, no refunds will be issued, and platform access revoked.
- Synthesys LLC FZ reserves the right to pursue legal action and damages against Partner in cases of breach, violations, or unethical behavior.

13. Non-Disparagement Clause

- Partner agrees not to disparage Synthesys LLC FZ or its affiliates.
- Synthesys LLC FZ agrees to reasonably ensure mutual non-disparagement.

14. Force Majeure

- Synthesys LLC FZ is not liable for any delays or failures to perform due to unforeseen circumstances or uncontrollable events.

15. Assignment

- Partner may not assign or transfer any rights or obligations under this Agreement without written consent from Synthesys LLC FZ.
- Synthesys LLC FZ may freely assign or transfer this Agreement.

16. Modifications

- Any changes or amendments to this Agreement must be in writing and signed by authorized representatives of Synthesys LLC FZ.
- Synthesys LLC FZ reserves the right to unilaterally modify or update this Agreement by providing Partner at least fourteen (14) days' prior written notice. Continued participation by Partner after such notice shall constitute acceptance of the modified terms.

17. Governing Law & Arbitration

- This Agreement is governed by and enforced under the laws of the United Arab Emirates.
- Disputes arising from or related to this Agreement must be resolved through binding arbitration in the United Arab Emirates, with the prevailing party entitled to attorney fees and costs.
- However, at Synthesys' sole discretion, any action to collect outstanding debts or enforce payment obligations under this Agreement may alternatively be brought in a court of competent jurisdiction in the state of Pennsylvania in the United States of America. In any such proceeding, the prevailing party shall be entitled to recover reasonable attorney fees, costs, and expenses incurred.

18. Mutual Protection Acknowledgment

- Partner acknowledges this Agreement legally protects both parties. Synthesys LLC FZ commits to fully delivering services and support outlined herein, and Partner agrees to uphold responsibilities and payment terms.

19. Binding Agreement

- This is the final and complete Agreement. By executing and paying under this Agreement, Partner explicitly acknowledges understanding and full agreement to all terms.

20. Electronic Consent

- Partner consents to execute this Agreement electronically, and Partner agrees that electronic signatures shall be considered legally binding. Partner acknowledges and consents that all records, communications, and disclosures will be maintained electronically.