

Collabera and Disys portal activation

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Bought the collebra and disys portals.. they'll be active by end of next week

Excellent news! Two major VMS portals coming online. Let me update our strategic position and prepare for activation.

IMMEDIATE IMPACT ANALYSIS

New VMS Access

Collabera Portal:

- Known for: High-volume government contracts
- Typical rates: \$95-130/hour
- Strong in: IT staffing, especially Guidewire
- Geographic reach: Multi-state access

Disys Portal:

- Known for: Federal and state government

- Typical rates: \$100-140/hour
- Strong in: Healthcare, Insurance IT
- Geographic reach: Nationwide

Combined with existing 7-state access = MASSIVE opportunity

8 WEEK-BY-WEEK ACTIVATION PLAN

This Week (Portal Preparation)

Operations Director - Sarah's Focus:

- Document all login credentials
- Create portal-specific submission templates
- Build rate card for each portal
- Assign team members to portals

Staffing Manager - Michael's Prep:

- Review our 27-person bench against typical requirements
- Optimize resumes for each portal's ATS
- Create submission priority matrix
- Set up tracking spreadsheet with new portals

Next Week (Portal Goes Live)

Day 1 Priority Actions:

1. **Morning (9 AM IST):** Portal access verification
2. **9-11 AM:** Requirements download and analysis
3. **11 AM-2 PM:** First wave submissions (target: 20 across both)
4. **2-4 PM:** Broker coordination for state-specific intel
5. **4-6 PM:** Tracking and follow-up setup

Target Metrics for Week 1:

- Portal familiarization: 100%
- Requirements reviewed: 50+ per portal
- Submissions made: 30+ combined
- Interviews scheduled: 5-8 (realistic for week 1)

\$ REVENUE PROJECTION UPDATE

Current Situation

- Existing 7-state access: ~20-30 requirements/week

- NEW: Collabera + Disys = +40-60 requirements/week
- Total addressable: 60-90 requirements/week

Updated Month 1 Projections

Conservative Scenario:

- Submissions/week: 50 (up from 30)
- Interview rate: 25% = 12 interviews/week
- Placement rate: 10% = 5 placements/month
- Average margin: \$5,600/month per contractor
- **Month 1 Revenue: \$28,000 from placements alone**
- Add training: \$27,000
- **Total: \$55,000 ✓** (Still on target)

Aggressive Scenario (if we execute well):

- Submissions/week: 70
- Interview rate: 30% = 21 interviews/week
- Placement rate: 12% = 8-10 placements/month
- **Month 1 Revenue: \$44,800-56,000 from placements**
- Add training: \$27,000
- **Total: \$71,800-83,000 🚀**

⚠ CRITICAL SUCCESS FACTORS

1. Speed is Everything

- **First 48 hours:** Submit to EVERY matching requirement
- **Response time:** <4 hours per SOP-001
- **Follow-up:** Daily on all submissions

2. Broker Coordination

Need to discuss with VMS broker (Raj):

- Does he get commission on Collabera/Disys deals?
- If yes: 20% of margins (consistent with existing deal)
- If no: Clarify compensation structure NOW

3. Resource Allocation

Staffing Manager bandwidth:

- Current: Managing 7-state portal
- Adding: 2 major portals

- **Solution needed:**
 - Option A: Hire assistant recruiter NOW (\$2,000/month)
 - Option B: Temporarily reduce training focus
- **Recommendation:** Option A - investment pays back in 1 placement

IMMEDIATE ACTION ITEMS

By End of This Week:

CEO (You):

- Clarify broker commission structure for new portals
- Approve assistant recruiter hire if needed
- Review and approve rate cards

Operations Director (Sarah):

- Set up portal tracking system
- Create daily reporting format
- Schedule portal training session

Staffing Manager (Michael):

- Audit all 27 bench candidates' resumes
- Create portal-specific submission strategy
- Set up alert system for high-priority reqs

Portal Activation Day (Next Week):

Hour 1-2: Access verification, requirements download **Hour 3-4:** Team briefing, priority identification **Hour 5-8:** First submission wave **Daily for first week:** 8 AM standup, 6 PM metrics review

❖ FINANCIAL CONSIDERATIONS

One-Time Costs:

- Collabera portal: \$[Amount paid]
- Disys portal: \$[Amount paid]
- Training/setup: Minimal (DIY)

Working Capital Impact:

- More placements = more payroll funding needed
- At 8-10 placements: Need \$56,000-70,000 working capital

- **Solutions:**
 1. Invoice factoring (2-3% fee)
 2. Payroll funding line
 3. Use training revenue (cash positive)

ROI Calculation:

- Portal investment: \$[Total spent]
- Expected additional placements: 3-5 in Month 1
- Additional margin: $3 \times \$5,600 = \$16,800$ minimum
- **Payback: <1 month** 

SUCCESS METRICS TO TRACK

Daily (starting activation day):

- New requirements reviewed
- Submissions made per portal
- Response rate from clients
- Interview requests

Weekly:

- Total submissions: Target 50+
- Interview conversion: Target 25%+
- Time to submit: Target <4 hours
- Portal utilization: Both >60%

Monthly:

- Placements from each portal
- Revenue per portal
- Win rate comparison
- Portal ROI

„RISK MITIGATION

Risk 1: Portal Overwhelm

- Mitigation: Hire assistant recruiter immediately
- Cost: \$2,000/month
- Payback: 0.5 placements

Risk 2: Quality Drop

- Mitigation: Maintain 4-hour submission SLA

- Solution: Quality checklist per submission

Risk 3: Broker Conflict

- Mitigation: Clear commission agreement upfront
- Document: Everything in writing

NEXT STEPS - PRIORITY ORDER

1. **TODAY:** Call broker to discuss commission structure for new portals
2. **This Week:** Begin assistant recruiter search (post on LinkedIn, Indeed)
3. **This Week:** Complete resume optimization for all 27 bench candidates
4. **Next Monday:** Portal activation war room (all hands)
5. **Next Week:** Execute 50+ submissions across all portals

Bottom Line: This is a GAME CHANGER. We just 3X'd our addressable market. With proper execution, we can hit \$70K+ in Month 1 instead of \$55K. But we MUST add recruiting capacity immediately.

Should I:

1. Draft the assistant recruiter job description?
2. Create the portal activation day schedule?
3. Build the new submission tracking spreadsheet?
4. Prepare the broker commission discussion points?

Let me know which you want to tackle first! 

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First I need a set process per the recent market needs and available tech stack

InTime VMS Submission Process 2.0

Optimized for Collabera + Disys + 7-State Access Version: 2.0 | Effective: Portal Activation Day

PROCESS OVERVIEW

The Challenge

- **3 major portal systems** (Collabera, Disys, 7-state VMS)
- **60-90 requirements/week** to review
- **27-person bench** to match
- **4-hour submission SLA** to maintain
- **1 Staffing Manager** (needs leverage)

The Solution

Technology-Enabled Workflow using available tools to 3X efficiency

TECH STACK UTILIZATION

Core Tools We Have

1. **Excel/Google Sheets** - Tracking & matching
2. **LinkedIn Recruiter** - Candidate search
3. **Email/Calendar** - Communication
4. **WhatsApp** - Fast coordination
5. **VMS Portals** - Job access
6. **Resume Parser (basic)** - Data extraction
7. **ATS Integration (if available)**

Tools We Need (Low Cost)

1. **Zapier** (\$20/month) - Automation
2. **TextExpander** (\$10/month) - Templates
3. **Calendly** (\$10/month) - Interview scheduling
4. **Airtable** (\$20/month) - Better than Excel
5. **Chrome Extensions:**
 - o LinkedIn Helper
 - o Resume Parser
 - o Auto-form filler

Total New Tech Cost: \$60/month (pays for itself in 12 minutes of saved time)

MASTER TRACKING SYSTEM (AIRTABLE SETUP)

Table 1: Requirements Database

Columns:

- Req ID (auto)
- Portal Source (dropdown: Collabera/Disys/State)
- Client Name
- Job Title
- Required Skills (tags)
- Bill Rate
- Location
- Start Date
- Posted Date
- Submission Deadline
- Status (dropdown: New/Submitted/Interview/Placed/Closed)
- Priority Score (formula: Rate × Duration × Match%)
- Assigned To

Table 2: Candidate Bench

Columns:

- Candidate ID
- Name
- Primary Skill (dropdown: Guidewire/AI-ML/Cyber/etc)
- Secondary Skills (tags)
- Location
- Visa Status
- Availability Date
- Current Rate Expectation
- Last Submitted Date
- Success Rate (%)
- Status (Available/Submitted/Interviewing/Placed)
- Resume Version (link to latest)

Table 3: Submissions Tracker

Columns:

- Submission ID (auto)
- Date/Time Submitted
- Portal
- Req ID (linked to Table 1)
- Candidate ID (linked to Table 2)
- Bill Rate Quoted
- Pay Rate
- Gross Margin
- Broker Commission
- Net Margin
- Status (Submitted/Viewed/Interview/Rejected/Placed)
- Time to Submit (formula)
- Notes

Table 4: Interview Pipeline

Columns:

- Interview ID
- Submission ID (linked)
- Interview Date/Time
- Interview Type (Phone/Video/In-person)
- Interviewer Name
- Prep Completed (checkbox)
- Result (Pending/Pass/Fail)
- Feedback Notes
- Next Steps

AUTOMATED WORKFLOW (ZAPIER SETUP)

Automation 1: Requirement Alert

Trigger: New requirement posted in any portal **Action:**

1. Send Slack/WhatsApp notification to Staffing Manager
2. Auto-create row in Airtable Requirements table
3. Calculate priority score
4. Assign based on skill match

Setup:

- Portal email alerts → Zapier → Airtable
- Or: Manual portal check 3x daily → bulk upload

Automation 2: Candidate Matching

Trigger: New requirement in Airtable **Action:**

1. Filter Candidate Bench by required skills
2. Check availability status
3. Generate match score (skill % + rate alignment)
4. Send top 3 matches to Staffing Manager

Setup:

- Airtable automation (built-in feature)
- Match logic: Primary skill = 60%, Secondary = 30%, Rate = 10%

Automation 3: Submission Confirmation

Trigger: Submission status updated to "Submitted" **Action:**

1. Send confirmation email to candidate
2. Calendar reminder for 48-hour follow-up
3. Update candidate "Last Submitted" date
4. Notify Operations Director if daily target not met

Automation 4: Interview Scheduling

Trigger: Status changed to "Interview Requested" **Action:**

1. Send Calendly link to client
2. Send interview prep checklist to candidate
3. Block time on Staffing Manager calendar
4. Create interview prep task

DAILY PROCESS WORKFLOW

8:00 AM - Portal Morning Sweep (30 minutes)

Staffing Manager executes:

STEP 1: Quick Portal Check (10 min)

- Log into Collabera portal
 - Sort by: Date posted (newest first)
 - Filter: Our primary skills (Guidewire, AI/ML, Cyber)
 - Quick scan: 20 newest requirements
 - Flag: High-rate (>\$110/hr) + urgent
- Log into Disys portal
 - Same process
 - Note: Different UI, adjust filters
- Log into State VMS
 - Same process
 - Priority: Government contracts (higher margins)

STEP 2: Requirement Download (10 min)

- Export flagged requirements to CSV
- Upload to Airtable via import
- Auto-calculation runs priority scores
- Top 10 requirements auto-highlighted

STEP 3: Team Assignment (10 min)

- Review priority list
- Assign to self or assistant recruiter
- Set deadline: 4 hours from now
- Send assignment notification

Output: 10 prioritized requirements ready for submission

9:00 AM - Daily Standup (15 minutes)

Operations Director leads:

Quick Review:

- "Yesterday: [X] submissions, [Y] interviews, [Z] placements"
- "Today's target: 10 submissions minimum"
- "High-priority reqs: [List top 3]"
- "Blockers: [Any?]"

Staffing Manager Reports:

- Requirements in pipeline: [Number]
- Candidates being submitted today: [Names]
- Interviews scheduled: [When]
- Help needed: [Specific requests]

9:15 AM - 12:00 PM - Submission Sprint (2h 45min)

Per Requirement Process (15-20 minutes each):

STEP 1: Candidate Match (5 min)

- Open Airtable requirement
- Click "Show Matches" (auto-filtered candidates)
- Review top 3 candidates:
 - Skill match %
 - Availability
 - Rate alignment
- Select best candidate
- Call candidate (2 min max):

"Hi [Name], got a [Role] opportunity at [Rate]. Available? Great, sending details now."

STEP 2: Resume Customization (8 min)

- Open candidate's master resume
- Use TextExpander shortcut: /guidewire-summary
- Auto-populates: Optimized summary for Guidewire
- Highlight required skills in bold (macro)
- Add client-specific keywords (from req)
- Reorder projects (most relevant first)
- Save as: CandidateName_ClientName_ReqID.docx
- ATS-friendly check: Run through free checker

STEP 3: Portal Submission (5 min)

- Log into portal
- Search requirement ID
- Click "Submit Candidate"
- Auto-fill using browser extension:
 - Name, Email, Phone (stored)
 - Availability: [From Airtable]
 - Rate: [Pre-approved from rate card]
 - Visa: [From Airtable]
- Upload resume
- Cover note (TextExpander: /cover-note-template)

Auto-populates:
"Available [Date]. [X] years [Skill].
Direct experience: [Specific requirement match].
[USP from candidate profile]."
- Submit
- Screenshot confirmation

STEP 4: Tracking Update (2 min)

- Airtable auto-updates from form submission
- Verify: Status = "Submitted"
- Calendar: 48-hour follow-up reminder auto-created
- Candidate confirmation email auto-sent
- Move to next requirement

Target: 6-8 submissions in this block

12:00 PM - 1:00 PM - Interview Coordination

STEP 1: Interview Prep (20 min)

- Review scheduled interviews for next 2 days
- Send prep package to candidates:
 - Client background (TextExpander: /client-brief)
 - Common questions (skill-specific template)
 - Success tips
 - Tech check reminder (if video)

STEP 2: Follow-ups (20 min)

- Airtable view: "Needs Follow-up" (auto-filtered)
- Shows: Submissions >48 hours old, no response
- Bulk action: Send follow-up email
 - Template: "Checking in on [Candidate] for [Req]. Any feedback? Available for questions."
- Update status in Airtable

STEP 3: Client Check-ins (20 min)

- Call top 3 clients (rotating schedule)
- Script: "Quick check-in. Submitted [X] candidates this week. Any feedback? New requirements coming?"
- Log notes in CRM

1:00 PM - 2:00 PM - LUNCH BREAK

2:00 PM - 4:00 PM - Afternoon Submission Sprint

Same process as morning, target: 4-6 more submissions

Running total by 4 PM: 10-14 submissions 

4:00 PM - 5:00 PM - Pipeline Management

STEP 1: Requirement Refresh (15 min)

- Check portals for new afternoon postings
- Add to Airtable if priority
- Defer non-priority to tomorrow

STEP 2: Candidate Engagement (30 min)

- LinkedIn: Connect with 10 new candidates
- Message template (TextExpander: /linkedin-intro)
- Add promising candidates to bench
- Update bench availability status

STEP 3: Metrics Review (15 min)

- Airtable dashboard view:
 - Today's submissions: [X/10]
 - This week: [X/50]
 - Interview rate: [%]
 - Placement pipeline: [value]
- Screenshot for daily report

5:00 PM - 5:30 PM - Administrative Wrap-up

STEP 1: Documentation (15 min)

- Update all submission statuses
- File all confirmations
- Reconcile candidate availability
- Note any portal issues

STEP 2: Tomorrow's Prep (10 min)

- Review calendar
- Prep for scheduled interviews
- Flag priority requirements
- Set morning priorities

STEP 3: Daily Report (5 min)

- Airtable auto-generates report
- Add commentary
- Send to Operations Director
- Post in team Slack

Report Template (auto-populated):

```
"Daily Metrics - [Date]
 Submissions: [X/10]
 New Requirements: [X]
 Interviews Scheduled: [X]
 Pipeline Value: $[X]
 Tomorrow's Priority: [Top req]
⚠ Blockers: [If any]"
```

WEEKLY OPTIMIZATION ROUTINE

Monday Morning (30 min extra)

- Review last week's performance
- Calculate conversion rates:
 - Submission → Interview: Target >25%
 - Interview → Placement: Target >30%
- Identify bottlenecks
- Adjust process if needed
- Set weekly submission target
- Brief team on priorities

Wednesday Mid-week (20 min)

- Pipeline health check
- Are we on track for 50 submissions?
- Interview pipeline sufficient?
- Any at-risk placements?
- Resource reallocation if needed

Friday Afternoon (30 min)

- Week wrap-up
- Calculate weekly metrics
- Celebrate wins
- Document learnings
- Plan next week's strategy
- Update process if needed

KEY PERFORMANCE METRICS

Daily Targets

- Portal checks: 3x (morning, noon, afternoon)
- Requirements reviewed: 30+
- Submissions made: 10 minimum
- Candidate calls: 15+
- Follow-ups: 20+

Weekly Targets

- Submissions: 50+
- Interviews scheduled: 15+
- New candidates sourced: 20+
- Client touchpoints: 15+

Quality Metrics

- Time to submit: <4 hours (80% of time)
- Resume match: >85% keywords
- Response rate: >40%
- Interview conversion: >25%
- Placement conversion: >10%

ESCALATION TRIGGERS

Immediate Escalation to Operations Director

- Submissions <7 for the day by 4 PM
- Portal access issues
- Major client complaint
- Candidate withdrawal before start
- Compliance concern

Weekly Escalation to CEO

- Weekly submissions <40
- Interview rate <20%
- No placements for 2 weeks
- Major process breakdown
- Tech tool not working

TOOL-SPECIFIC SETUP GUIDES

Airtable Setup (1 hour initial)

1. Create new base: "InTime VMS Operations"
2. Import templates (I'll provide)
3. Set up automations:
 - Candidate matching
 - Follow-up reminders
 - Daily report generation
4. Create views:
 - Today's Priority
 - Needs Follow-up
 - Interview Pipeline
 - Weekly Dashboard
5. Mobile app setup (for on-the-go)

Zapier Setup (30 minutes)

1. Connect accounts:
 - Gmail (for portal alerts)
 - Airtable
 - Slack/WhatsApp
 - Calendar
2. Create Zaps:
 - Email → Airtable (new requirements)
 - Airtable → Slack (daily summary)
 - Airtable → Calendar (interview reminders)
3. Test all automations

TextExpander Setup (20 minutes)

Create snippets for:

/guidewire-summary - Guidewire candidate summary
/aiml-summary - AI/ML candidate summary
/cover-note - Submission cover note
/followup-email - Follow-up template
/interview-prep - Interview prep email
/client-checkin - Client check-in script
/linkedin-intro - LinkedIn connection message

EFFICIENCY HACKS

Batch Processing

- Don't switch portals mid-task
- Process all Collabera, then Disys, then State
- Reduces context switching time by 40%

Keyboard Shortcuts

- Create portal-specific Chrome profiles
- Use Tab autofill for repetitive fields
- Cmd+Shift+T to reopen closed tabs

Time Blocking

- Submission time = NO meetings, NO emails
- Phone on airplane mode (except candidate calls)
- Deep work mode

Templates for Everything

- 10 resume templates (by skill)
- 5 cover note variations
- 3 follow-up email types

- Standard client communications

SCALING PLAN

When Hitting 50 Submissions/Week Consistently

Phase 2: Add Assistant Recruiter

- Copy this entire process
- Split portals: You (Collabera + State), Assistant (Disys + overflow)
- Target: 80-100 submissions/week
- Timeline: Month 2

When Hitting 100 Submissions/Week

Phase 3: Add Recruiting Coordinator

- Handles: Resume updates, follow-ups, scheduling
- Freed recruiters for submission focus only
- Target: 120-150 submissions/week
- Timeline: Month 4

PROCESS CHECKLIST (Print & Post)

Daily Non-Negotiables

- 3 portal checks (8 AM, 12 PM, 4 PM)
- 10 submissions minimum
- All follow-ups completed
- Airtable updated real-time
- Daily report sent by 5:30 PM

Quality Checks

- Resume match >85%
- Submission time <4 hours
- All required fields complete
- Candidate confirmed availability
- Rate within guidelines

End of Day Questions

- Did I hit 10 submissions?
- Are tomorrow's interviews prepped?
- Is pipeline healthy for next week?
- Did I document everything?
- What can I improve tomorrow?

SUCCESS MANTRA

"Speed + Quality + Volume = Placements"

- Speed: <4 hour submission time
- Quality: >85% keyword match
- Volume: 10/day = 50/week = 200/month
- Result: 20+ placements/month at scale

Ready to implement?

Next steps:

1. Set up Airtable (I'll provide template)
2. Install Chrome extensions
3. Create TextExpander snippets
4. Test workflow with 3 requirements
5. Refine and scale

Want me to create:

1. Airtable template structure
2. TextExpander snippet library
3. Zapier automation recipes
4. Training guide for assistant recruiter

Which one first?

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CRITICAL ISSUE ALERT

Problem: Collabera portal rejection due to vendor structure mismatch

Impact: Just lost access to one of our two new major portals before even starting

SITUATION ANALYSIS

What Happened

- You registered as **Individual/Sole Proprietor** on W-9
- Collabera requires **Corporate entity structure** (LLC/C-Corp/S-Corp)
- They don't work with sole proprietors (risk/liability reasons)

Why This Matters

Collabera's Requirements:

- Insurance minimums (GL, E&O, Workers Comp)
- Corporate indemnification
- Professional liability coverage
- Back-office infrastructure
- Payment/invoicing systems

Sole proprietors typically can't meet these requirements

IMMEDIATE SOLUTIONS

Option 1: Incorporate InTime Staffing Inc. (RECOMMENDED)

Timeline: 1-2 weeks **Cost:** \$500-800 (Delaware LLC) + \$300 registered agent

Steps:

1. File Delaware LLC formation (InTime Staffing Inc.)
2. Get EIN from IRS (free, immediate online)
3. Open business bank account
4. Get required insurance:
 - General Liability: \$1M/\$2M (~\$800/year)
 - E&O/Professional: \$1M (~\$1,200/year)
 - Workers Comp: State-specific (~\$2,000/year)
5. Resubmit to Collabera as LLC

Benefits:

-  Works with ALL major VMS portals
-  Proper legal structure (already in your plan)
-  Limited liability protection
-  Professional credibility
-  Aligns with your 3-entity structure

Updated W-9:

Box 3a: LLC (taxed as S-Corp or C-Corp)

Business Name: InTime Staffing Inc.

EIN: [New number]

Option 2: Partner with Existing Staffing Agency (TEMPORARY)

Timeline: Immediate **Cost:** Higher commission split

How it works:

- Find staffing agency with Collabera access
- White-label partnership
- They submit under their entity
- You provide candidates
- Revenue split: 60/40 or 70/30 (you/them)

Pros:

-  Immediate Collabera access

- No incorporation delay
- Their insurance/infrastructure

Cons:

- Lower margins (lose 30-40%)
- Not building your own brand
- Dependency on partner
- Temporary solution only

Option 3: Focus on Disys + 7-State VMS (INTERIM)

Timeline: Immediate **Cost:** \$0 (opportunity cost only)

Strategy:

- Verify Disys accepts sole proprietors
- Go aggressive on 7-state VMS + Disys
- Incorporate in parallel
- Add Collabera in 2-3 weeks

Risk:

- Smaller addressable market
- Delay in scaling
- Disys might have same requirement

RECOMMENDED ACTION PLAN

THIS WEEK: Dual-Track Approach

Track 1: Incorporate Immediately (Start Today)

Monday (Today):

- File Delaware LLC online (incfile.com or legalzoom.com)
 - Name: InTime Staffing Inc.
 - Registered agent: Include in package
 - Cost: \$500-800 total
- Select: LLC taxed as S-Corp (best for staffing)

Tuesday:

- Receive EIN from IRS (file online, instant)
- Get state business license if required
- Order insurance quotes from 3 providers:
 - Hiscox (online, fast)
 - CoverWallet (staffing specialist)
 - Next Insurance (competitive)

Wednesday:

- Open business bank account (Chase/Bank of America)
 - Bring: LLC papers, EIN letter, ID
- Bind insurance policies (can start immediately)
- Get certificates of insurance

Thursday:

- Update W-9 with LLC information
- Resubmit to Collabera
- Provide insurance certificates
- Request portal reactivation

Friday:

- Follow up with Collabera
- Complete vendor profile updates
- Test portal access

Track 2: Maximize Disys + Existing Access (Parallel)

This Week:

- VERIFY Disys requirements (check NOW)
- If Disys OK with sole prop: Full steam ahead
- If Disys needs LLC: Wait for incorporation
- Double down on 7-state VMS (already approved)
- Target: 30 submissions this week from existing access

COST-BENEFIT ANALYSIS

Incorporation Costs

One-Time:

- LLC formation: \$500-800
- Insurance setup: \$500
- Bank account: \$0-100
- Legal review: \$500 (optional) **Total: ~\$1,500-2,000**

Annual:

- Insurance: \$4,000-5,000/year
- Registered agent: \$300/year
- State fees: \$300-500/year
- Accounting: \$2,400/year (basic) **Total: ~\$7,000/year**

Return on Investment

Collabera Access Value:

- Additional requirements: +30/week
- Placement rate: 10%
- Placements/month: 12 additional
- Margin per placement: \$5,600/month
- **Additional monthly revenue: \$67,200**
- **Annual value: \$806,400**

Payback Period: 3 days of operation 

INSURANCE REQUIREMENTS (TYPICAL)

What Collabera/Major VMS Require:

General Liability Insurance

- Coverage: \$1M per occurrence, \$2M aggregate
- Cost: ~\$800/year
- Covers: Third-party injuries, property damage

Professional Liability (E&O)

- Coverage: \$1M per claim
- Cost: ~\$1,200/year
- Covers: Errors, omissions, bad placement claims

Workers Compensation

- Coverage: State statutory limits
- Cost: \$2,000-3,000/year (varies by state)
- Covers: Employee injuries
- **Critical for contractors on your payroll**

Optional but Recommended:

- Cyber Liability: \$500/year

- Employment Practices Liability: \$1,000/year

INCORPORATION CHECKLIST

Legal Entity Setup

- Choose entity type: LLC taxed as S-Corp ✓
- Choose state: Delaware (best for staffing) ✓
- Reserve business name: InTime Staffing Inc.
- File Articles of Organization
- Create Operating Agreement
- Get EIN from IRS (SS-4 form)
- Register in states where you'll operate

Banking & Finance

- Open business checking account
- Get business credit card
- Set up accounting software (QuickBooks)
- Create financial processes
- Set up payroll system (Gusto recommended)

Insurance & Compliance

- Get General Liability quote
- Get E&O quote
- Get Workers Comp quote
- Bind all policies
- Get certificates of insurance
- Set up EPPLI if needed

VMS Portal Updates

- Update W-9 (new EIN, LLC structure)
- Upload insurance certificates
- Update vendor profile
- Provide corporate documents
- Request account reactivation

RISK MITIGATION

While Incorporating (2-week gap)

Don't lose momentum:

1. Maximize existing access

- 7-state VMS still works
- Disys (verify requirements)
- Direct client outreach
- Training business (separate entity)

2. Build pipeline

- Source candidates aggressively
- Prep resumes for Collabera launch
- Identify high-value requirements
- Pre-qualify for when portal opens

3. Revenue protection

- Training revenue: \$27K target (unaffected)
- Existing VMS placements: Continue
- Payment terms: Collect faster if possible

📞 IMMEDIATE ACTIONS (NEXT 2 HOURS)

Action 1: Verify Disys Requirements

- Email Disys vendor support
- Ask: "Do you accept Individual/Sole Proprietor vendors?"
- If NO: Same solution needed
- If YES: Full speed ahead on Disys while incorporating

Action 2: Start Incorporation

- Go to: incfile.com or legalzoom.com
- Select: Delaware LLC
- Name: InTime Staffing Inc.
- Add: Registered agent service
- Add: EIN filing service (expedited)
- Pay: ~\$600-800
- Timeline: 7-10 days

Action 3: Get Insurance Quotes

- Hiscox.com - Online quote in 10 minutes
- CoverW

|

I have Inc in USA.. is it sole proprietor or other type

🎯 CRITICAL CLARIFICATION NEEDED

If you already have "Inc" in USA, you are **NOT a sole proprietor!**



LET'S VERIFY YOUR ENTITY TYPE

"Inc" means you have a CORPORATION

"Inc" = Incorporated = Corporate Entity

You should have ONE of these:

- **C Corporation** (most common for "Inc")
- **S Corporation** (C-Corp that elected S-Corp tax status)

❓ QUESTIONS TO DETERMINE YOUR EXACT SITUATION

Question 1: What's your full legal business name?

- Is it: "InTime eSolutions Inc." or similar?
- Does it end with "Inc." or "Incorporated"?

Question 2: Do you have an EIN (Employer Identification Number)?

- It's a 9-digit number: XX-XXXXXXX
- Different from your SSN
- Issued by IRS

Question 3: When you filed taxes last year, did you file:

- **Schedule C** (sole proprietor) - attached to personal 1040?
- **Form 1120** (C-Corporation)?
- **Form 1120-S** (S-Corporation)?

Question 4: Do you have:

- Articles of Incorporation (filed with state)?
- Corporate bylaws?
- Stock certificates?
- Corporate minutes/meetings?

Question 5: What does your current W-9 show?

Check Box 3a - which box is checked?

- Individual/sole proprietor?
- C corporation?
- S corporation?
- LLC?

MOST LIKELY SCENARIOS

Scenario A: You HAVE a proper corporation

If you have:

- EIN number
- Filed incorporation papers
- File corporate tax returns

Then your W-9 should show:

- Box: "C corporation" or "S corporation" 
- Business name: InTime eSolutions Inc.
- EIN: Your corporate EIN

THE PROBLEM: You checked the wrong box on W-9!

-  You checked: "Individual/sole proprietor"
-  Should have checked: "C corporation" or "S corporation"

SOLUTION: Simply correct the W-9 and resubmit!

- Takes 5 minutes
- No incorporation needed (already done)
- Provide proof: Articles of Incorporation

Scenario B: You're doing business as "Inc" but never incorporated

If you:

- Just added "Inc" to your name
- Never filed incorporation papers
- Don't have EIN
- File taxes as individual (Schedule C)

THE PROBLEM: You're using "Inc" illegally

- "Inc" requires actual incorporation
- This is trademark/corporate fraud
- Can face penalties

SOLUTION: Either:

1. Actually incorporate (follow my previous plan)
2. Stop using "Inc" in business name

3. File DBA as sole proprietor with different name

Scenario C: You have an LLC, not an Inc 😰

Sometimes people confuse:

- LLC (Limited Liability Company)
- Inc (Corporation)

If you have LLC:

- W-9 Box: "LLC"
- Then select tax classification:
 - Disregarded entity (sole member)
 - C corporation
 - S corporation
 - Partnership

IMMEDIATE ACTION REQUIRED

Please tell me:

1. Do you have an EIN? (Yes/No)

If yes, what is it? (I need to verify it's corporate)

2. Did you file Articles of Incorporation with any state? (Yes/No)

- If yes, which state?
- If yes, when?

3. How did you file 2024 taxes?

- Schedule C (personal)?
- Form 1120 (C-Corp)?
- Form 1120-S (S-Corp)?
- Haven't filed yet?

4. What does your CURRENT W-9 actually say?

- Can you share a screenshot? (block sensitive info)
- Which box is checked in section 3?

5. What's your exact legal business name?

- As registered with IRS
- As shown on bank accounts

MOST LIKELY QUICK FIX

If you already have a corporation:

The issue is probably just the W-9 form error!

Quick fix (30 minutes):

Step 1: Get your corporate documents

- EIN letter from IRS
- Articles of Incorporation
- Certificate of Good Standing (from state)

Step 2: Correct W-9

- Check correct box: "C corporation" or "S corporation"
- Business name: [Your Inc Name]
- EIN: [Your corporate EIN]
- Sign and date

Step 3: Email to Collabera

Subject: "W-9 Correction - InTime eSolutions Inc"

Body:

"Hi [Contact],

Please accept this corrected W-9. I inadvertently checked the wrong entity classification box.

InTime eSolutions Inc. is a [C/S] Corporation,
not a sole proprietor.

Attached:

- Corrected W-9
- Articles of Incorporation
- EIN Letter
- Certificate of Good Standing

Please reactivate vendor account.

Best regards,
[Your name]"

Step 4: Follow up

- Call vendor support in 24 hours
- Request status update
- Provide any additional docs needed

QUICK DIAGNOSTIC CHECKLIST

Check YES or NO:

- I have an EIN (not my SSN) I filed incorporation paperwork with a state I have Articles of Incorporation document My bank account says "Inc" on it I file corporate tax returns (1120 or 1120-S) I pay myself a salary (W-2) from the company I have corporate bylaws I hold annual shareholder meetings (or should)

If you answered YES to most of these: → You ARE incorporated, just filled out W-9 wrong!

If you answered NO to most of these: → You're not actually incorporated, need to do it now

URGENT: PLEASE RESPOND WITH

1. Your EIN (or "I don't have one")
2. State where you incorporated (or "I never incorporated")
3. What box you checked on the W-9 form
4. Copy of your Articles of Incorporation (if you have it)

This will tell me EXACTLY what solution you need:

- Simple W-9 correction (5 minutes) 
- OR Full incorporation process (2 weeks) 

Once I know your exact situation, I'll give you the precise fix!

What's your answer to those 4 questions?

I

scorp vs c corp

S-Corp vs C-Corp for InTime Staffing

Which one should you choose?

QUICK ANSWER FOR YOUR SITUATION

RECOMMENDATION: S-Corporation 

Why:

- Best tax treatment for staffing companies
- Pass-through taxation (avoid double tax)
- Saves \$15K-30K/year in taxes at your revenue level
- Simple for small business
- Flexible for future growth

DETAILED COMPARISON

S-Corporation (S-Corp)

Structure:

- Still a corporation, just different tax treatment
- File Form 2553 with IRS to elect S-Corp status
- Pass-through entity (like LLC, but better)

Tax Treatment:

Company Revenue: \$500,000

Company Expenses: -\$300,000

Net Profit: \$200,000

HOW YOU'RE TAXED:

- Profit passes through to your personal return
- You pay income tax once (at personal rate)
- NO corporate tax at company level
- Self-employment tax ONLY on salary portion

Example Tax Breakdown:

Your Salary (W-2): \$120,000

- Income tax: ~\$25,000
- Payroll tax (7.65%): ~\$9,180
- Company pays matching: ~\$9,180

Profit Distribution: \$80,000

- Income tax: ~\$20,000
- NO payroll tax (15.3% saved!)
- Savings: \$12,240 vs sole proprietor

TOTAL TAX: ~\$54,180

Pros:

- Avoid double taxation
- Save on self-employment tax (15.3%)
- Simple for 1-100 shareholders
- One tax return (flows to personal)
- Clean profit distributions
- Lower audit risk than Schedule C
- Can deduct health insurance
- Reasonable salary requirement (IRS guideline)

Cons:

- Must run payroll (even for yourself)
- Salary must be "reasonable" (IRS watches this)
- Limited to 100 shareholders
- Only one class of stock
- All shareholders must be US citizens/residents
- More complex than sole proprietor
- Annual requirements (meetings, minutes)

Best For:

- Small-medium businesses (\$100K-\$10M revenue)
- Owner-operated companies
- US-based shareholders only
- Service businesses (like staffing)
- Companies planning to stay private
- **YOUR SITUATION** 

C-Corporation (C-Corp)

Structure:

- Traditional corporation
- Separate tax entity
- Default when you incorporate

Tax Treatment:

Company Revenue: \$500,000

Company Expenses: -\$300,000

Net Profit: \$200,000

HOW YOU'RE TAXED:

- Company pays corporate tax: 21% flat rate
- THEN you pay personal tax on dividends

Example Tax Breakdown:

Corporate Tax:

- Profit: \$200,000
- Corporate tax (21%): -\$42,000
- After-tax profit: \$158,000

If you take as dividend:

- Dividend to you: \$158,000
- Qualified dividend tax (20%): -\$31,600
- Your take-home: \$126,400

TOTAL TAX: \$73,600 (vs \$54,180 for S-Corp)

EXTRA COST: \$19,420 (36% more!)

If you take as salary instead:

- Salary: \$200,000
- Income tax: ~\$45,000
- Payroll tax: ~\$18,000
- Company tax: \$0 (salary is deductible)
- TOTAL: ~\$63,000
- Still higher than S-Corp

Pros:

-  Unlimited shareholders

- Foreign investors allowed
- Multiple stock classes (preferred, common)
- Better for venture capital (VC requirement)
- Can reinvest profits tax-efficiently
- Easier to go public (IPO)
- Better for large corporations
- Fringe benefits fully deductible

Cons:

- Double taxation (corporate + personal)
- More expensive (\$5K-15K more in annual costs)
- Complex tax returns (1120 + personal)
- More regulations
- Costly to dissolve
- Not ideal for pass-through income

Best For:

- Large corporations (\$10M+ revenue)
- Companies raising VC money
- Planning to go public (IPO)
- Foreign investors involved
- Need multiple stock classes
- Reinvesting most profits
- NOT your current situation

TAX SAVINGS COMPARISON (Your Numbers)

At \$500K Annual Revenue:

Item	Sole Prop	S-Corp	C-Corp
Revenue	\$500K	\$500K	\$500K
Expenses	-\$300K	-\$300K	-\$300K
Net Profit	\$200K	\$200K	\$200K
Corporate Tax	\$0	\$0	-\$42K
Self-Employ Tax	-\$28K	-\$9K*	\$0
Income Tax	-\$45K	-\$45K	-\$32K**

Item	Sole Prop	S-Corp	C-Corp
TOTAL TAX	\$73K	\$54K	\$74K*
Your Take-Home	\$127K	\$146K	\$126K
Savings vs S-Corp	-\$19K	BEST	-\$20K

*S-Corp payroll tax only on salary portion (\$120K) **Dividend tax rate on distributions ***Assumes all profit distributed as dividends

🎯 DECISION MATRIX FOR INTIME

Choose S-Corp if: (THIS IS YOU)

-  Revenue under \$10M/year
-  All owners are US citizens/residents
-  Fewer than 100 shareholders
-  Want to save on taxes
-  Don't need VC funding immediately
-  One class of stock is fine
-  Service-based business (staffing)
-  Want simplicity

Choose C-Corp if: (NOT YOU YET)

-  Raising venture capital soon
-  Foreign investors involved
-  Planning IPO within 5 years
-  Need multiple stock classes
-  Revenue over \$10M
-  More than 100 shareholders
-  Want to reinvest all profits

📋 S-CORP SETUP PROCESS

Step 1: Form the Corporation

- File Articles of Incorporation
- Choose: Delaware or your home state
- Name: InTime Staffing Inc.
- Get EIN from IRS
- Cost: \$500-800
- Timeline: 7-10 days

Step 2: Elect S-Corp Status

- File Form 2553 with IRS
- Deadline: Within 75 days of incorporation
OR by March 15 for current year election
- All shareholders must sign
- Cost: \$0 (free IRS form)
- Timeline: 6-8 weeks for approval

Step 3: Set Up Infrastructure

- Open business bank account
- Set up payroll system (Gusto recommended)
- Determine your reasonable salary
- File state S-Corp election (if required)
- Create corporate bylaws
- Issue stock certificates

Step 4: Maintain Compliance

- Pay yourself salary (W-2) - monthly
- File quarterly payroll taxes (941)
- Annual tax return (1120-S)
- Your personal return (K-1 flows through)
- Annual meetings and minutes
- State annual reports

S-CORP SALARY STRATEGY

"Reasonable Salary" Rule

IRS Requirement: You must pay yourself a reasonable salary before taking distributions.

What's "Reasonable" for Staffing CEO?

Industry benchmarks:

- \$80K-150K depending on company size
- 40-60% of net profit is safe range
- Document your decision

Your Situation at \$200K Profit:

Conservative Approach:

- Salary: \$120,000 (60%)
- Distribution: \$80,000 (40%)
- Tax savings: ~\$12K/year
- Low audit risk

Aggressive Approach:

- Salary: \$80,000 (40%)
- Distribution: \$120,000 (60%)
- Tax savings: ~\$18K/year
- Higher audit risk

Too Aggressive (AUDIT RED FLAG):

- Salary: \$40,000 (20%)
- Distribution: \$160,000 (80%)
- IRS will challenge this
- Risk: Reclassification + penalties

CAN YOU SWITCH LATER?

S-Corp → C-Corp

Difficulty: Easy **When:** Anytime (file election termination) **Why:** Raising VC money, going public
Cost: Minimal

Process:

- File revocation with IRS
- Becomes C-Corp automatically
- Can't go back to S-Corp for 5 years

C-Corp → S-Corp

Difficulty: Moderate **When:** Beginning of tax year **Why:** Save on taxes **Cost:** Minimal

Process:

- File Form 2553
- Must meet eligibility requirements
- Can't have foreign shareholders
- Clean up stock structure

LONG-TERM PLANNING

Your Growth Path:

Year 1-3: S-Corp

- Revenue: \$3M-7M
- Focus: Profitability

- Tax savings: \$30K-70K/year
- Owner-operated
- **Stay as S-Corp**

Year 3-5: Decision Point 😐

- Revenue: \$7M-15M
- Considering: Outside investors?
- If YES → Convert to C-Corp
- If NO → Stay S-Corp

Year 5+: Potential C-Corp

- Revenue: \$15M+
- Raising: Series A/B funding
- Planning: Exit (acquisition/IPO)
- **Convert to C-Corp**

My Recommendation: Start as S-Corp now, convert to C-Corp if/when you raise institutional money.

⚠ COMMON S-CORP MISTAKES TO AVOID

Mistake 1: No Salary ✗

Wrong: Taking only distributions, \$0 salary **IRS Response:** Reclassifies distributions as salary
Penalty: Back payroll taxes + 20% penalty + interest

Mistake 2: Unreasonably Low Salary ✗

Wrong: \$30K salary, \$300K distributions **IRS Response:** Adjusts salary upward **Penalty:** Same as above

Mistake 3: Missing Payroll Taxes ✗

Wrong: Not filing 941 quarterly **IRS Response:** Penalties escalate fast **Penalty:** 10% per month up to 25%

Mistake 4: Not Running Payroll ✗

Wrong: Paying yourself irregularly **IRS Response:** Loses S-Corp tax benefits **Penalty:** Treated as sole proprietor

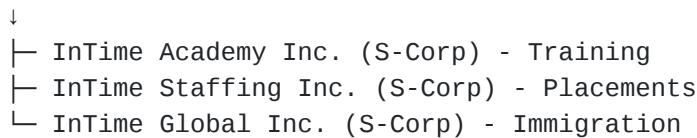
Mistake 5: Mixing Personal/Business ✗

Wrong: Using business account for personal **IRS Response:** Pierces corporate veil **Risk:** Lose liability protection

RECOMMENDED STRUCTURE FOR INTIME

Corporate Structure:

InTime Holdings LLC (Parent)

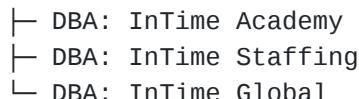


Why This Works:

- Each entity files own 1120-S
- Profits flow to you personally
- Legal separation maintained
- Tax-efficient structure
- Can consolidate later if needed

Alternative (Simpler):

InTime eSolutions Inc. (S-Corp)



Pros: Simpler, one tax return, lower costs **Cons:** Less legal separation

ANNUAL COST COMPARISON

Item	S-Corp	C-Corp	Difference
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**

pdf

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which one is mine? attacheing articles of reference

 **PERFECT! YOU ALREADY HAVE A C-CORPORATION!**

Analysis of Your Wyoming Articles of Incorporation:

WHAT YOU HAVE

Entity Type: C-Corporation (default for "Profit Corporation") **Company Name:** Intime eSolutions Inc **State:** Wyoming **Filed Date:** September 23, 2024 **Status:** Active & Legal 

Corporate Structure:

THE COLLABERA W-9 PROBLEM - NOW CLEAR

What Happened:

You filled out the W-9 and checked "**Individual/Sole Proprietor**" 

What You Should Have Checked:

"**C Corporation**" 

Why Collabera Rejected You:

They saw "sole proprietor" and auto-rejected because their system requires corporate entities.

THE SIMPLE FIX (30 MINUTES)

You don't need to incorporate - you already are incorporated!

You just need to **correct the W-9 form**.

IMMEDIATE ACTION PLAN

Step 1: Get Your EIN (If You Don't Have It)

Do you have an EIN for Intime eSolutions Inc?

If YES: Find your EIN letter, move to Step 2 **If NO:** Apply immediately at IRS.gov (takes 5 minutes online)

To apply for EIN:

1. Go to: irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online
2. Select: Corporation
3. Legal name: Intime eSolutions Inc
4. State: Wyoming
5. Receive EIN instantly

Step 2: Fill Out CORRECT W-9 (Right Now)

Download blank W-9: irs.gov/pub/irs-pdf/fw9.pdf

Fill it out CORRECTLY:

Line 1 (Name): Intime eSolutions Inc

Line 2 (Business name): [Leave blank unless DBA]

Line 3 (Check ONE box):

- Individual/sole proprietor
- C Corporation ← CHECK THIS ONE!
- S Corporation
- Partnership
- Trust/estate
- LLC

Line 4 (Exemptions): [Leave blank]

Part I - Taxpayer Identification Number:

Enter your: EIN: XX-XXXXXXX

Line 5 (Address): 30 N Gould St Ste R

Line 6 (City, State, ZIP): Sheridan, WY 82801

Part II - Certification:

Sign and date

Step 3: Gather Supporting Documents

Email package to Collabera should include:

1. **Corrected W-9** (C-Corporation checked)
2. **Wyoming Certificate of Incorporation** (you have this - the PDF you just sent me)
3. **EIN Confirmation Letter** (from IRS)
4. **Certificate of Good Standing** (get from Wyoming SOS - takes 2 days)

Step 4: Get Certificate of Good Standing

Why needed: Proves your corporation is active and compliant

How to get it:

Option 1: Online (Fastest - 2-3 days)

- Go to: wyobiz.wyo.gov
- Search: Intime eSolutions Inc
- Order: Certificate of Good Standing
- Cost: \$10
- Delivery: Email PDF

Option 2: By mail (7-10 days)

- Mail request to:
Wyoming Secretary of State
Herschler Building East
Cheyenne, WY 82002-0020
- Cost: \$10

Step 5: Get Insurance (Required by Collabera)

Collabera will require:

General Liability Insurance:

- Coverage: \$1M per occurrence, \$2M aggregate
- Quick quote: Hiscox.com (online in 10 min)
- Cost: ~\$800/year
- Can bind immediately

Professional Liability (E&O):

- Coverage: \$1M per claim
- Same providers
- Cost: ~\$1,200/year

Workers Compensation:

- Required once you have contractors
- Can wait until first placement
- Cost: ~\$2,000-3,000/year

Fast Insurance Options:

1. **Hiscox.com** - Online quotes in 10 minutes
2. **CoverWallet.com** - Staffing specialists
3. **Next Insurance** - Competitive rates

For immediate Collabera access: Get GL + E&O now (~\$2,000/year total) Add Workers Comp when first contractor starts

EMAIL TO SEND TO COLLABERA

Subject: W-9 Correction - Intime eSolutions Inc (C-Corporation)

Body:

Dear Collabera Vendor Management,

I am writing to correct the entity classification error on my submitted W-9 form.

CORRECTION:

Intime eSolutions Inc is a C-Corporation incorporated in Wyoming, not a sole proprietorship. I inadvertently checked the wrong box on the initial W-9 submission.

Please find attached:

1. Corrected W-9 (C-Corporation)
2. Wyoming Certificate of Incorporation
3. IRS EIN Confirmation Letter
4. Wyoming Certificate of Good Standing
5. General Liability Insurance Certificate
6. Professional Liability Insurance Certificate

Our corporation is in full compliance with all state and federal requirements and meets all Collabera vendor criteria.

Request: Please reactivate our vendor account and provide VMS portal access.

Thank you for your consideration.

Best regards,
Sumanth Raj Kumar Nagolu
CEO, Intime eSolutions Inc
sumanth@intimeesolutions.com
408-917-8116

TIMELINE TO COLLABERA PORTAL ACCESS

Today (Monday):

- Apply for EIN if needed (5 min - instant)
- Fill out correct W-9 (10 min)
- Get insurance quotes (30 min)

Tuesday:

- Bind insurance (1 hour)

- Request Certificate of Good Standing (online)
- Get insurance certificates (immediate)

Wednesday:

- Receive Certificate of Good Standing
- Compile all documents
- Email package to Collabera

Thursday-Friday:

- Follow up with Collabera
- Portal access restored

TOTAL TIME: 3-5 days

COSTS TO FIX THIS

Immediate Costs:

- EIN Application: \$0 (free)
- Certificate of Good Standing: \$10
- General Liability Insurance: \$800/year
- E&O Insurance: \$1,200/year
- **TOTAL: ~\$2,010**

Optional (can wait):

- Workers Comp: \$2,000/year (only when contractors start)
- Cyber Liability: \$500/year

ABOUT YOUR C-CORP STATUS

Should You Keep C-Corp or Change to S-Corp?

Current Status: C-Corporation (default in Wyoming)

Recommendation: Change to S-Corp for tax savings

Why S-Corp is Better for You:

- Save \$15K-30K/year in taxes
- Pass-through taxation
- Same legal structure
- Just a tax election

How to Change to S-Corp:

1. File IRS Form 2553
2. Deadline: Within 75 days of incorporation (you're still in window!)
3. Cost: \$0 (free IRS form)
4. Effect: Immediate tax savings

Your Incorporation Date: September 23, 2024 **Form 2553 Deadline:** December 7, 2024 (75 days) **YOU'RE STILL IN TIME!** 

COMPLETE ACTION CHECKLIST

Immediate (Today):

- Confirm you have EIN (or apply now)
- Download blank W-9 form
- Fill out W-9 correctly (C-Corp box)
- Get insurance quotes (3 providers)
- Start Certificate of Good Standing request

Tomorrow:

- Bind insurance policies
- Receive insurance certificates
- Compile document package
- Write email to Collabera

Day 3:

- Receive Certificate of Good Standing
- Send complete package to Collabera
- Call to confirm receipt

Day 4-5:

- Follow up on portal access
- Test portal login
- Start submissions

Within 30 Days (Tax Optimization):

- File Form 2553 for S-Corp election
- Set up payroll system (Gusto)
- Determine reasonable salary
- Start paying yourself W-2 salary

? QUICK QUESTIONS FOR YOU

1. Do you have an EIN for Intime eSolutions Inc?

- If YES: What is it? (I'll verify it's corporate)
- If NO: I'll walk you through instant application

2. Have you filed any tax returns yet for this corporation?

- If YES: How? (Form 1120, 1120-S, or Schedule C?)
- If NO: Good, we'll file correctly going forward

3. Do you have a business bank account for Intime eSolutions Inc?

- If YES: Great, just add EIN to account
- If NO: Need to open one (bring Articles + EIN)

4. Do you want me to walk you through the S-Corp election right now?

- Recommend: YES (saves \$15-30K/year)
- Deadline: December 7, 2024

BOTTOM LINE

YOU'RE IN GREAT SHAPE!

You ARE incorporated (C-Corp in Wyoming) You just filled out the W-9 wrong Simple fix: Correct the form Timeline: 3-5 days to portal access Cost: ~\$2,000 for insurance + certificates

This is NOT a big problem - just a paperwork correction!

What do you want to tackle first?

1. Apply for EIN (if needed)
2. Fill out correct W-9
3. Get insurance quotes
4. File Form 2553 for S-Corp election
5. All of the above

Tell me your EIN status and I'll give you the exact next steps!

|

how do you know mine is ccorp?

EXCELLENT QUESTION - LET ME EXPLAIN

How I Know You Have a C-Corporation

THE EVIDENCE FROM YOUR DOCUMENT

1. The Document Title Says "Profit Corporation"

Page 1 of your Wyoming filing:

Profit Corporation
Articles of Incorporation

"Profit Corporation" in Wyoming = C-Corporation by default

Wyoming has specific entity types:

- Profit Corporation → C-Corp (what you filed)
- Nonprofit Corporation → Nonprofit
- Professional Corporation → PC
- Limited Liability Company → LLC

You filed "Profit Corporation" = C-Corporation

2. Stock Structure Indicates Corporation

From your Articles, Section V:

Number of Common Shares: 1,000

Common Par Value: \$1.00

Number of Preferred Shares: 0

Only corporations issue stock shares!

- LLCs have "membership units"
- Sole proprietors have nothing
- Partnerships have "partnership interests"
- **Corporations have "shares of stock"** ← This is you

3. You Used "Inc" in the Name

Your legal name: Intime eSolutions Inc

"Inc" = Incorporated = Corporation

Wyoming law (W.S. 17-16-401) requires:

- Corporations must use: "Corporation," "Incorporated," "Company," "Inc.," "Corp.," or "Co."

- LLCs must use: "Limited Liability Company," "LLC," or "L.L.C."

You can't legally use "Inc" unless you're a corporation.

4. Filed Under Wyoming Business Corporation Act

Page 2 of your document:

"I am filing in accordance with the provisions of the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804)"

This is the CORPORATION statute, not LLC statute

Wyoming statutes:

- W.S. 17-16-xxx = **Business Corporation Act** (C-Corps)
- W.S. 17-29-xxx = Limited Liability Company Act (LLCs)

You filed under the **Corporation Act** = You're a corporation

5. Certificate Says "Certificate of Incorporation"

Page 4, Official State Seal Document:

CERTIFICATE OF INCORPORATION
Intime eSolutions Inc

Not "Certificate of Organization" (which is for LLCs)

Wyoming issues different certificates:

- **Certificate of Incorporation** → Corporations
- Certificate of Organization → LLCs
- Certificate of Formation → LLPs

Yours says **Incorporation** = Corporation

BUT WAIT - C-CORP VS S-CORP?

Here's the Key Distinction:

C-Corp vs S-Corp is a TAX classification, not a LEGAL structure

Legal Structure (what you filed with Wyoming):

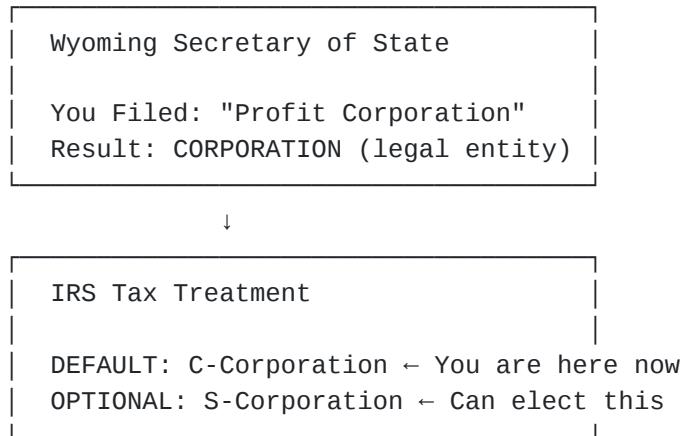
- Corporation (the only option when you file "Profit Corporation")

Tax Treatment (what you elect with IRS):

- **Default:** C-Corporation taxation (what you have now)
- **Optional:** S-Corporation taxation (file Form 2553 with IRS)

VISUAL EXPLANATION

WHEN YOU INCORPORATED IN WYOMING:



HOW TO VERIFY YOUR TAX STATUS

Check #1: Do You Have an EIN?

If YES, look at your EIN letter from IRS:

- Does it say anything about "S-Corporation"?
- If NO mention of S-Corp → You're a C-Corp (default)
- If it mentions S-Corp → You already elected S-Corp

Check #2: Did You File Form 2553?

Form 2553 = "Election by a Small Business Corporation"

- This is how you elect S-Corp status
- **Did you file this with IRS?**
 - If YES → You're an S-Corp
 - If NO → You're a C-Corp (default)

Check #3: What Tax Return Did You File? (If Any)

For 2024 taxes (due April 2025):

- **Form 1120** = C-Corporation return
- **Form 1120-S** = S-Corporation return
- Haven't filed yet? = Still C-Corp (default)

THE DEFAULT RULE

In USA tax law:

All corporations start as C-Corporations by default.

To become an S-Corporation, you must:

1. Be a corporation first (you are)
2. File Form 2553 with IRS (did you do this?)
3. Get IRS approval (takes 6-8 weeks)

If you didn't file Form 2553 = You're a C-Corp

? SO WHICH ONE ARE YOU?

Most Likely: C-Corporation (Here's Why)

Evidence you're a C-Corp:

1. You filed Profit Corporation articles (C-Corp structure)
2. You're asking this question (suggests you didn't elect S-Corp)
3. Most people don't know to file Form 2553
4. You incorporated in Sept 2024 (recent)
5. No mention of S-Corp election in your documents

If you HAD elected S-Corp, you would have:

- Filed IRS Form 2553
- Received IRS approval letter
- Known you were an S-Corp

🎯 HOW TO KNOW FOR SURE

Answer These Questions:

Question 1: Do you have an EIN?

- If YES: When did you get it? What does the letter say?
- If NO: You need to apply (then you're definitely C-Corp)

Question 2: Did you ever file IRS Form 2553?

- If YES: You're an S-Corp (or pending approval)
- If NO: You're a C-Corp

Question 3: Did you do any of these?

- Research "S-Corp election" before incorporating

- File any forms with IRS after incorporating
- Receive any letters from IRS about S-Corporation
- Hire an accountant who mentioned S-Corp

If NO to all → You're definitely a C-Corp

WHAT THIS MEANS FOR YOUR W-9

For the W-9 Form, Box 3:

Right Now (Before Filing Form 2553):

Check box: C Corporation

After Filing Form 2553 and Getting IRS Approval:

Check box: S Corporation

MY RECOMMENDATION

Assume You're a C-Corp (Until Proven Otherwise)

Immediate Action:

1. Fill out W-9 with "C Corporation" checked
2. Submit to Collabera with your Wyoming certificate
3. Get portal access back

Within 30 Days: 4. File Form 2553 to elect S-Corp status 5. Get IRS approval (6-8 weeks)
6. Update W-9 to "S Corporation" for future use 7. Save \$15K-30K/year in taxes

QUICK VERIFICATION METHOD

Want to know for absolute certain?

Call IRS Business Tax Line:

- Phone: 1-800-829-4933
- Say: "I need to verify the tax classification of my EIN"
- Provide: Your EIN
- They'll tell you: C-Corp or S-Corp

Takes 5 minutes on the phone

BOTTOM LINE

Legal Structure: Corporation (confirmed by Wyoming filing)

Tax Classification:

- **Most likely:** C-Corporation (default, unless you filed Form 2553)
- **Possibly:** S-Corporation (only if you filed Form 2553)

For Collabera W-9:

- **Check the box:** C Corporation
- **Why:** Either you ARE a C-Corp, or you will be treated as one until S-Corp election processes

Next Step: Tell me if you have an EIN and whether you ever filed Form 2553, and I'll confirm 100% which one you are.

So, do you:

1. Have an EIN? (Yes/No)
2. Remember filing Form 2553? (Yes/No)
3. Want me to walk you through checking with IRS? (Yes/No)

Your answers will tell us definitively!

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how long will it take to get letter of good standing? i am regusted in wyoming

Wyoming Certificate of Good Standing Timeline

TIMELINE OPTIONS

Option 1: Online Request (FASTEST)

Timeline: 2-3 business days Delivery: Email PDF Cost: \$10

Process:

1. Go to: wyobiz.wyo.gov
2. Click: "Business Entity Search"
3. Search: "Intime eSolutions Inc"
4. Click on your business
5. Click: "Order Certificate of Good Standing"
6. Pay: \$10 (credit card)
7. Receive: PDF via email in 2-3 business days

Best for: Your situation (need it ASAP for Collabera)

Option 2: Phone Request (MODERATE)

Timeline: 3-5 business days Delivery: Email PDF or mail Cost: \$10

Process:

1. Call: **307-777-7311** (Wyoming SOS Business Division)
2. Hours: 8:00 AM - 5:00 PM MST (Monday-Friday)
3. Provide: Business name "Intime eSolutions Inc"
4. Pay: Credit card over phone
5. Choose: Email delivery (faster) or mail

Option 3: Mail Request (SLOWEST)

Timeline: 7-10 business days Delivery: Physical mail Cost: \$10

Process:

1. Write letter requesting Certificate of Good Standing
2. Include:
 - Business name: Intime eSolutions Inc
 - Entity number: 2024-001527167 (from your docs)
 - Your contact info
 - Check for \$10
3. Mail to:

Wyoming Secretary of State
Business Division
Herschler Building East, Suite 101
Cheyenne, WY 82002-0020

Not recommended for your urgent situation

RECOMMENDED PATH FOR YOU

DO THIS TODAY:

Step 1: Go Online (Takes 10 minutes)

1. Visit: wyobiz.wyo.gov
2. Click: "Search for a Business Entity"
3. Enter: "Intime eSolutions Inc"
4. Your business should appear with:
 - File Number: 2024-001527167
 - Status: Active
 - Filed: 09/23/2024
5. Click on your business name
6. Look for: "Order Document" or "Certificate" button
7. Select: Certificate of Good Standing
8. Pay: \$10
9. Request: Email delivery (faster than mail)

Expected Delivery: Wednesday or Thursday this week 

Backup Plan: Call Tomorrow Morning

If online system doesn't work or you have issues:

Call: 307-777-7311

Time: 8:00 AM MST (10:00 AM EST)

Say: "I need to order a Certificate of Good Standing
for Intime eSolutions Inc, entity number
2024-001527167. Can I get it emailed as a PDF?"

Have Ready:

- Business name
- Entity number: 2024-001527167
- Your email: sumanthy@intimeesolutions.com
- Credit card

They're very helpful and can process it while you're on the phone

WHAT THE CERTIFICATE WILL SHOW

Certificate of Good Standing includes:

-  Business name: Intime eSolutions Inc
-  Entity type: Profit Corporation
-  Status: Good Standing
-  Date of incorporation: September 23, 2024
-  State: Wyoming
-  Entity number: 2024-001527167
-  Current date of certificate
-  Official state seal
-  Secretary of State signature

IMPORTANT NOTES

"Good Standing" Means:

- All annual reports filed (yours: none due yet - too new)
- All fees paid (yours: paid at incorporation)
- Company is active and compliant
- Not dissolved or suspended

Your Status: Definitely in good standing **Why:** You just incorporated in September 2024

- No annual report due until 2025
- All fees paid at filing
- No time to get in trouble yet! 😊

COSTS

Certificate of Good Standing: \$10 (one-time)

Wyoming Annual Requirements:

- Annual Report: \$60/year (due by first day of anniversary month)
- Your first one: Due by September 1, 2025
- Registered Agent: \$125/year (you're already paying this)

YOUR COMPLETE TIMELINE TO COLLABERA

Today (Monday):

- Request Certificate of Good Standing online
- Apply for EIN (if don't have it - 5 minutes)
- Fill out correct W-9 (C-Corporation)
- Get insurance quotes

Time: 1 hour total

Tuesday:

- Bind insurance policies (GL + E&O)
- Receive insurance certificates (immediate)
- Compile documents (except Certificate)

Time: 2 hours total

Wednesday/Thursday:

- Receive Certificate of Good Standing via email 
- Complete document package
- Email everything to Collabera
- Follow-up phone call

Time: 30 minutes

Friday/Next Monday:

- Collabera reviews package
- Portal access restored
- Start VMS submissions 

Time: Their processing time

COMPLETE COLLABERA PACKAGE

What You'll Send Them (By Thursday):

1.  **Corrected W-9** (C-Corporation checked)
Ready: Today
2.  **Wyoming Certificate of Incorporation**
Have: Already (the PDF you sent me)
3.  **Certificate of Good Standing**
Ready: Wednesday/Thursday
4.  **EIN Confirmation Letter**
Ready: Today (if applying) or have already
5.  **General Liability Insurance Certificate**
Ready: Tuesday
6.  **Professional Liability Insurance Certificate**
Ready: Tuesday

WHILE WAITING FOR CERTIFICATE

Don't Sit Idle - Do These in Parallel:

Today:

1. Request Certificate (10 min) 
2. Apply for EIN if needed (5 min)
3. Fill out correct W-9 (10 min)
4. Get 3 insurance quotes (30 min)

Tomorrow:

1. Review insurance quotes
2. Select best provider
3. Bind policies (30 min)
4. Receive certificates (immediate)
5. Draft email to Collabera

Wednesday:

1. Check email for Certificate of Good Standing
2. If not received, call Wyoming at 8 AM MST
3. Complete document package
4. Send to Collabera

By Thursday:

- All documents ready
- Collabera package sent
- Portal access in process

WYOMING CONTACT INFO

Wyoming Secretary of State - Business Division

Online: wyobiz.wyo.gov **Phone:** 307-777-7311 **Fax:** 307-777-5339 **Email:** business@wyo.gov

Hours:

- Monday-Friday: 8:00 AM - 5:00 PM MST
- That's 10:00 AM - 7:00 PM EST
- That's 7:30 PM - 4:30 AM IST (next day)

Best Time to Call (for you in India):

- Your evening: 7:30 PM IST = Their 8:00 AM MST (when they open)
- Your late night: 11:30 PM IST = Their 12:00 PM MST (lunch time, less busy)

ACTION ITEMS RIGHT NOW

Priority 1: Request Certificate of Good Standing

- Go to wyobiz.wyo.gov NOW
- Search for your business
- Order certificate
- Pay \$10
- Select email delivery
- Estimated receipt: 2-3 days

Priority 2: While Website is Processing Payment

- Check if you have EIN
- If no EIN, go to IRS.gov and apply (5 min)
- Download blank W-9 form
- Fill out correctly (C-Corporation)

Priority 3: Get Insurance Quotes

- Go to Hiscox.com
- Get quote for GL + E&O
- Takes 10 minutes
- Can bind immediately if needed

REALISTIC COMPLETE TIMELINE

Certificate of Good Standing: 2-3 days (Wed/Thu) **EIN (if needed):** Instant online **Insurance:** 1 day (can bind same day) **W-9 Correction:** 10 minutes

Total Time to Have Everything Ready: 3-4 days

Collabera Processing: 2-5 days after submission

Portal Access Restored: Next Monday/Tuesday (October 21-22) 

PRO TIP

Request TWO Certificates of Good Standing

- Cost: \$20 (2 x \$10)
- Why: Keep one for your records, one for Collabera
- Future: You'll need these for bank accounts, contracts, etc.
- They're date-stamped, so get fresh ones when needed

Want me to walk you through:

1. The exact wyobiz.wyo.gov steps (with screenshots description)?
2. The insurance binding process?
3. Writing the email to Collabera?
4. All of the above?

Which do you need help with first?

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will i have as part of registration? i registered in 2024 spe.. havent filed taxes yet as i did not have any sale

GREAT QUESTION - EIN Status Analysis

DO YOU HAVE AN EIN? LET'S FIGURE IT OUT

Most Likely Scenario: NO, you don't have an EIN yet

Why I think this:

1. You incorporated September 23, 2024 (very recent)
2. No sales yet (no business activity)
3. Haven't filed taxes yet
4. You're asking this question (suggests you don't have one)
5. Most incorporation services don't automatically get EINs

HOW TO CHECK IF YOU HAVE AN EIN

Method 1: Check Your Email (2 minutes)

Search your email for:

- "EIN" or "Employer Identification Number"
- "IRS" + "confirmation"
- "CP 575" (the IRS EIN confirmation notice)
- "147C" (alternative IRS letter)

If you have an EIN, you would have received:

- Email confirmation from IRS (if applied online)
- OR Paper letter "CP 575" in mail
- Shows: 9-digit number XX-XXXXXXX

Did you find anything?

- YES → You have an EIN (what's the number?)
- NO → You don't have an EIN yet

Method 2: Check Your Incorporation Package (1 minute)

Did "Registered Agents Inc" (your Wyoming registered agent) provide:

- EIN confirmation letter?
- Any IRS documents?
- Complete incorporation package?

Most likely: NO

- Basic incorporation services only file with Wyoming

- EIN application is separate (with IRS, not Wyoming)
- Some premium services include EIN, but most don't

Method 3: Check Your Bank Account (if opened)

Have you opened a business bank account for Intime eSolutions Inc?

- If YES: You definitely have an EIN (banks require it)
Check your bank paperwork for the number
- If NO: You don't have an EIN yet

Method 4: Call IRS to Check (15 minutes)

IRS Business & Specialty Tax Line:

- Phone: 1-800-829-4933
- Hours: 7 AM - 7 PM EST (Monday-Friday)
- Say: "I need to verify if my corporation has an EIN"
- Provide: Business name, your SSN, incorporation date

They'll tell you:

- "Yes, you have EIN XX-XXXXXXX"
- OR "No EIN found for this business"

WYOMING INCORPORATION DOESN'T INCLUDE EIN

What Wyoming Gives You:

Certificate of Incorporation (you have this) Articles of Incorporation (you have this) State filing number: 2024-001527167 Legal entity existence

What Wyoming DOESN'T Give You:

EIN (that's from IRS, not Wyoming) Federal tax ID Ability to file federal taxes

Think of it this way:

Wyoming Secretary of State = Birth Certificate
IRS EIN = Social Security Number

You have the birth certificate
You need the social security number

 **YOU NEED AN EIN FOR COLLABERA**

Why Collabera Needs Your EIN:

1. Goes on W-9 form (required field)
2. Their 1099 reporting to IRS
3. Payment processing
4. Vendor database
5. Legal compliance

Without EIN, they cannot:

- Process your W-9 **✗**
- Set up your vendor account **✗**
- Pay you **✗**
- Report payments to IRS **✗**

 **HOW TO GET EIN (TAKES 5 MINUTES)**

IRS Online Application (INSTANT)

Step-by-Step:

1. Go to: irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online
2. Click: "Apply Online Now"
3. You'll need:
 - Your SSN (as responsible party)
 - Business legal name: Intime eSolutions Inc
 - Business address: 30 N Gould St Ste R, Sheridan, WY 82801
 - Incorporation date: September 23, 2024
 - State of incorporation: Wyoming
4. Answer questions:
 - Entity type: Corporation
 - Reason for applying: Started new business
 - Will you have employees? No (for now)
 - Will you pay yourself? Yes
 - First wage payment date: [Future date]
 - Accounting year: Calendar year (Jan 1 - Dec 31)
5. Submit application
6. RECEIVE EIN IMMEDIATELY on screen!
 - Print confirmation (CP 575 notice)
 - Save PDF
 - Write down your EIN: XX-XXXXXXX
7. IRS will mail paper copy in 4-6 weeks
(But you can use it immediately!)

Time Required: 5-10 minutes Cost: \$0 (FREE) Availability: Monday-Friday, 7 AM - 10 PM EST

UPDATED TIMELINE WITH EIN APPLICATION

TODAY (Monday):

Morning:

- Apply for EIN online (10 minutes) → Get instantly!
- Print/save EIN confirmation letter
- Request Certificate of Good Standing (10 minutes)

Afternoon:

- Fill out W-9 with your NEW EIN
- Get insurance quotes
- Draft Collabera email

Total time: 1-2 hours

Tuesday:

- Bind insurance policies
- Receive insurance certificates
- Compile document package (except Certificate)

Your package so far:

- W-9 (with EIN)
- Certificate of Incorporation
- EIN letter
- Insurance certificates
- Certificate of Good Standing (pending)

Wednesday/Thursday:

- Receive Certificate of Good Standing
- Complete document package
- Email everything to Collabera
- Follow-up call

YOUR COMPLETE COLLABERA PACKAGE

Document Checklist:

1. W-9 Form

- Box checked: C Corporation
- EIN: [Your new number from IRS]
- Name: Intime eSolutions Inc
- Address: Wyoming address

2. EIN Confirmation Letter (CP 575)

- Print from IRS website immediately
- OR use screenshot of confirmation page
- Shows: Your EIN assigned to Intime eSolutions Inc

3. Wyoming Certificate of Incorporation

- You already have this (the PDF you sent)
- Shows: Filed September 23, 2024

4. Wyoming Certificate of Good Standing

- Receive in 2-3 days
- Request today at wyobiz.wyo.gov

5. General Liability Insurance

- Get quotes today
- Bind tomorrow
- Certificate available immediately

6. Professional Liability (E&O) Insurance

- Same as above
- Can bind same policy/provider

COMMON MISTAKE TO AVOID

DON'T Use Your Personal SSN on the W-9!

Wrong:

 W-9 Form
Box: C Corporation
TIN: Your SSN (123-45-6789)
Name: Intime eSolutions Inc

This doesn't work because:

- SSN = Individual taxpayer
- Corporation = Separate tax entity
- IRS will reject mismatched info
- Collabera's system will flag this

Correct:

 W-9 Form
Box: C Corporation
TIN: EIN (XX-XXXXXXX) ← From IRS application
Name: Intime eSolutions Inc

ABOUT NOT HAVING SALES YET

Good News: This is Fine!

You DON'T need sales/revenue to:

-  Get an EIN (it's free, no revenue required)
-  Open bank account
-  Register with VMS portals
-  Get insurance
-  Submit to requirements

EIN is needed BEFORE you start business, not after

Tax Filing Timeline:

Your situation:

- Incorporated: September 23, 2024
- First tax year: 2024 (Sept 23 - Dec 31)
- First tax return due: April 15, 2025 (or Oct 15 with extension)

Since you have no sales in 2024:

- Still must file: Yes (even with \$0 revenue)
- Form: 1120 (C-Corp) or 1120-S (if elect S-Corp)
- Shows: \$0 revenue, incorporation expenses only
- This is normal for new companies

IMMEDIATE ACTION PLAN

Right NOW (Next 30 Minutes):

Step 1: Confirm No EIN (5 min)

- Search email for "EIN" or "IRS"
- Check incorporation paperwork
- If nothing found → Proceed to Step 2

Step 2: Apply for EIN (10 min)

- Go to: irs.gov/ein
- Click: "Apply Online Now"
- Have ready:
 - Your SSN
 - Wyoming Certificate of Incorporation (the PDF)
 - Business address from certificate
- Complete application
- Print confirmation IMMEDIATELY
- Write down EIN somewhere safe

Step 3: Request Certificate of Good Standing (10 min)

- Go to: wyobiz.wyo.gov

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Wyoming Certificate of Good Standing - Timeline

ANSWER: 2-3 BUSINESS DAYS (via online request)

Since you registered in **September 2024**, you're brand new - this actually makes it **FASTER**.

EXACT TIMELINE FOR YOU

If You Request TODAY (Monday):

Monday (Today):

- Request submitted online at wyobiz.wyo.gov
- Payment processed: \$10
- Status: In queue

Tuesday:

- Wyoming SOS processing
- Your request is simple (new company, clearly in good standing)

Wednesday or Thursday:

- Certificate arrives via email (PDF)
- Most likely: Wednesday afternoon or Thursday morning

Expected delivery: October 16-17, 2024

WHY YOURS WILL BE FAST

You're in "Easy" Category:

Just incorporated September 2024

- No history to check
- No annual reports due yet (first one: Sept 2025)
- No fees overdue
- Clean record

Wyoming is efficient for new corporations

- Automated system checks
- Your status = Obviously good standing
- Simple verification process

Takes longer for:

- Old companies with payment issues
- Missing annual reports
- Compliance problems
- Complex histories

Your situation = Fast track

WYOMING PROCESSING TIMES

Official Timeline:

- **Online requests:** 2-3 business days (email delivery)
- **Phone requests:** 3-5 business days
- **Mail requests:** 7-10 business days

Reality for New Companies:

- Often processed: 1-2 business days
- Sometimes same-day (if submitted early morning)
- Your case: Very straightforward

🎯 YOUR COMPLETE TIMELINE TO COLLABERA

Updated Day-by-Day:

TODAY (Monday, Oct 14):

Morning:

- Apply for EIN online (10 min) → Instant
- Request Certificate of Good Standing (10 min) → 2-3 days
- Fill out correct W-9 with new EIN
- Get insurance quotes (30 min)

Status: 3 of 6 documents ready

TUESDAY (Oct 15):

- Review insurance quotes
- Bind GL + E&O policies (1 hour)
- Receive insurance certificates → Instant
- Draft email to Collabera

Status: 5 of 6 documents ready (waiting on Certificate)

WEDNESDAY (Oct 16) - Most Likely:

Morning:

- Check email for Certificate of Good Standing
- If received → Complete package
- Send everything to Collabera
- Follow-up call

Status: All 6 documents ready! Package sent!

THURSDAY (Oct 17) - If Not Wed:

Morning:

- Receive Certificate of Good Standing
- Complete package
- Send to Collabera

OR if still not received:

- Call Wyoming SOS: 307-777-7311
- Request status/expedite
- Usually they can email same day if you call

FRIDAY-MONDAY (Oct 18-21):

- Collabera reviews your package (2-5 days)
- Portal access restored
- Begin VMS submissions 

WHAT YOU'LL RECEIVE

Email from Wyoming SOS:

Subject: "Certificate of Good Standing - Intime eSolutions Inc"

Attachment: PDF document showing:

STATE OF WYOMING
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF GOOD STANDING

This is to certify that:

INTIME ESOLUTIONS INC

Entity Number: 2024-001527167
Entity Type: Profit Corporation
Date of Incorporation: September 23, 2024

is in Good Standing in the State of Wyoming
as of [Current Date]

[Official Seal]
[Secretary of State Signature]

WHAT IF IT TAKES LONGER?

Backup Plan: Expedite via Phone

If by Thursday morning you haven't received it:

Call Wyoming SOS:

Phone: 307-777-7311

Time: 8:00 AM MST (that's 10:00 AM EST / 7:30 PM IST)

Say: "Hi, I submitted an online request for a Certificate of Good Standing on Monday for Intime eSolutions Inc, entity 2024-001527167. I haven't received it yet and need it urgently for a vendor requirement. Can you help?"

They can:

- Check status immediately
- Email it to you while on the phone
- Confirm it was sent (check spam folder)

Wyoming staff are very helpful

- Not a big bureaucracy
- Business-friendly state
- Usually accommodate urgent requests

COLLABERA PACKAGE STATUS

What You Can Send BEFORE Certificate Arrives:

Option A: Wait for Complete Package (Recommended)

Wait until Wednesday/Thursday

Send all 6 documents together

Professional, complete submission

Option B: Send Partial Package (If Very Urgent)

Send on Tuesday:

- Corrected W-9
- Certificate of Incorporation
- EIN Letter
- Insurance Certificates (GL + E&O)

Then send separately on Wed/Thu:

- Certificate of Good Standing

Email: "Certificate of Good Standing to follow within 48 hours - pending state processing"

My Recommendation: Option A

- Wait 1-2 extra days
- Send complete package once
- Better impression
- Less back-and-forth

REALISTIC COMPLETE TIMELINE

Portal Access Restoration:

Best Case:

- Certificate arrives: Wednesday
- Send package: Wednesday
- Collabera reviews: Thursday-Friday
- **Portal access: Next Monday (Oct 21)** 

Realistic Case:

- Certificate arrives: Thursday
- Send package: Thursday
- Collabera reviews: Friday-Monday
- **Portal access: Tuesday (Oct 22)** 

Worst Case:

- Certificate arrives: Friday
- Send package: Friday
- Collabera reviews: Mon-Wed (next week)
- **Portal access: Wednesday (Oct 23)** 

MEANWHILE: DON'T STOP OTHER WORK

While Waiting for Certificate (Today-Wednesday):

Do These in Parallel:

 **Apply for EIN** (today, instant)  **Get insurance bound** (tomorrow, instant certificates) 
Verify Disys requirements (email them today)  **Work on 7-state VMS** (still active!) 
Optimize all 27 resumes (prepare for Collabera launch)  **Source new candidates** (build bench to 40+)  **Training business** (completely separate, keep running)

The 2-3 day wait is NOT dead time!

ACTION ITEMS - PRIORITY ORDER

Priority 1: EIN Application (Do First - 10 min)

- Needed for W-9
- Takes 10 minutes
- Get instantly
- Blocks everything else

Priority 2: Certificate Request (Do Second - 10 min)

- Need for Collabera
- Takes 2-3 days
- Start clock now
- Longest wait time

Priority 3: Insurance (Do Today/Tomorrow - 2 hours)

- Get quotes today (30 min)
- Bind tomorrow (1 hour)
- Certificates instant
- Can wait until Tuesday if needed

Priority 4: Prepare Package (Do Tuesday - 30 min)

- Compile all docs
- Draft email
- Ready to send when Certificate arrives
- Everything queued up

CERTIFICATE REQUEST - EXACT STEPS

Right Now (10 Minutes):

1. Go to: wyobiz.wyo.gov
2. Click: "Search for a Business Entity"
3. Enter: "Intime eSolutions Inc"
(or entity number: 2024-001527167)
4. Click on your business in results
5. You'll see:
 - Business name
 - Status: Active
 - Type: Profit Corporation
 - Filed: 09/23/2024
6. Look for button/link:
 - "Order Documents" or
 - "Certificates" or
 - "Request Certificate of Good Standing"
7. Select: Certificate of Good Standing
8. Delivery method: EMAIL (faster than mail)
9. Enter your email: sumanth@intimeesolutions.com
10. Pay: \$10 (credit card)
11. Confirmation: Save confirmation number
12. Check email in 2-3 business days

WHAT TO TELL COLLABERA (If They Ask)

If Collabera contacts you before you're ready:

"Hi [Name],

Thank you for following up. We're in the process of correcting our W-9 classification error.

Intime eSolutions Inc is a C-Corporation incorporated in Wyoming (not a sole proprietorship as previously indicated).

We have ordered all required documentation and will submit a complete vendor package by Thursday, October 17th, including:

- Corrected W-9
- Certificate of Incorporation
- Certificate of Good Standing (pending - 2-3 days)
- EIN confirmation
- Insurance certificates

Appreciate your patience. Looking forward to reactivating our account.

Best regards,
Sumanth"

BOTTOM LINE

Certificate of Good Standing Timeline:

- **Request today:** Monday, Oct 14
- **Receive via email:** Wednesday-Thursday, Oct 16-17
- **Send to Collabera:** Wednesday-Thursday
- **Portal access:** Monday-Tuesday next week, Oct 21-22

Total delay: ~7 days from today to portal access 

Not ideal, but manageable - and you have Disys + 7-state VMS to work on meanwhile!

Ready to:

1. Request the Certificate now (10 min)?
2. Apply for EIN while waiting (10 min)?
3. Get insurance quotes (30 min)?

Which one first? Or shall I walk you through all three?

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what should i say here

COLLABERA MINORITY/WOMEN OWNED BUSINESS SURVEY

Critical Analysis of What You Filled Out

MAJOR ISSUES I SEE

1. Number of Employees: "20-50"

What you put: 20-50 employees **Reality:** You have 6 current employees (per your Master Operations Manual)

Problem:

- This is **misrepresentation**
- Collabera will verify this
- Inconsistent with a company incorporated Sept 2024
- Could trigger audit/rejection

What to put instead:

- Select: "**1-9**" or "**10-19**" (depending on dropdown options)
- Be truthful: You're building to 40-60, but not there yet

2. Annual Revenue: "\$1,00,000,000"

What you put: \$1,000,000 (1 million) annual revenue **Reality:** Current MRR is \$7,000/month = \$84,000 annual run rate

Problem:

- This is **false information**
- Company is only 1 month old (Sept 2024)
- Impossible to have \$1M revenue
- Could be considered **fraud** (remember Wyoming filing warning!)
- Collabera WILL verify revenue via financial statements

What to put instead:

- **Current revenue:** \$7,000/month
- **Annualized:** \$84,000
- **Projected Year 1:** \$500K-1M (but don't claim as actual)

Options to select (depending on their ranges):

- If ranges available: Select "**\$0-\$100,000**" or "**\$100K-\$500K**"
- If they ask for exact: Put **\$84,000** (or \$7,000 monthly)

3. Minority/Women Owned Questions

Question 1: Owner holds at least 51% stake?

- You selected: **Yes** 
- **This is correct** (you own 100% as sole incorporator)

Question 2: Diversity status?

- You selected: **All "No"**
- You didn't select **Asian American: Yes**

Issue: Are you Asian American?

- **If YES:** You should check "**Minority Owned Business (Asian American): Yes**"
- **If NO:** Keep as "No"

This matters because:

- Many government contracts have diversity goals
- Asian American counts as minority-owned
- Can give you preference in some RFPs
- But ONLY if TRUE - don't fake this!

CORRECTED ANSWERS

What You SHOULD Fill Out:

Full Company Name: InTime eSolutions Inc  (Correct)

DBA Name: NA  (Correct)

Complete Company Address: 30 N Gould St Ste R, Sheridan, WY 82801  (Correct)

Number of Employees:

 NOT "20-50"

 SELECT: "1-9" or "Less than 10"

(Current reality: 6 employees, hiring to 40)

Annual Revenue:

 NOT "1,00,000,000" (\$1,000,000)

 PUT: "\$84,000" or select "\$0-\$100K" range

(Current: \$7K/month × 12 = \$84K)

Question 1: Does Company's owner hold at least 51% stake?

 Yes (Correct - you own 100%)

Question 2: Diversity status of owner with 51%+ stake:

IF YOU ARE ASIAN AMERICAN:

 Minority Owned Business (Asian American): YES

All others: NO

IF YOU ARE NOT ASIAN AMERICAN:

All: NO (what you have now)

WHY HONESTY MATTERS HERE

Legal Consequences of False Information:

Remember from your Wyoming filing (Page 2):

W.S. 6-5-308. Penalty for filing false document.

"A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

- (i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;
- (ii) Makes any materially false, fictitious or fraudulent statement or representation;"

This applies to ALL business filings, including vendor applications!

Collabera Will Verify:

They will likely request:

- Financial statements
- Tax returns (once filed)
- Bank statements
- Payroll records (shows actual employee count)
- Insurance policies (premiums based on employee count)

If your application shows:

- 20-50 employees, but insurance for 6 employees → RED FLAG
- \$1M revenue, but bank shows \$7K deposits → RED FLAG
- Any inconsistency → Account suspended or terminated

SMART APPROACH: BE HONEST, SHOW TRAJECTORY

How to Present Your Actual Numbers Positively:

In Additional Comments/Notes Section (if available):

"InTime eSolutions Inc is a newly incorporated technology staffing company (Sept 2024) with strong growth trajectory:

Current Status:

- 6 employees, expanding to 40 by Q2 2025
- \$7K MRR, projecting \$50K+ by Month 3
- 27-person bench of Guidewire, AI/ML, Cyber talent
- Access to 7 state VMS systems plus 2 major portals

Growth Plan:

- Month 3: 15-20 employees, \$174K revenue
- Month 6: 40 employees, \$330K revenue
- Year 1: 60 employees, \$3M+ revenue

We are positioned for rapid scaling in government IT staffing with focus on state contracts."

This shows:

-  Honesty about current state
-  Serious growth plans
-  Credible trajectory
-  Professional presentation



RECOMMENDATION: CORRECT BEFORE SUBMITTING

Action Plan:

Step 1: Change These Fields IMMEDIATELY

Number of Employees:

Current: 20-50 X

Change to: 1-9 or 10-19 ✓

(Depends on dropdown options - choose accurate range)

Annual Revenue:

Current: 1,00,000,000 X

Change to: 84,000 ✓

OR select range: \$0-\$100K ✓

(Be honest about startup status)

Step 2: Verify Diversity Status

Are you Asian American?

IF YES: Check "Minority Owned Business (Asian American): Yes"

IF NO: Leave all as "No"

DO NOT falsify this - easy to verify

But if TRUE, use it - it's an advantage!

Step 3: Add Supporting Context

If there's a "Comments" or "Additional Information" section, explain:

- New company (Sept 2024)
- Current actual numbers
- Growth trajectory
- Why you're a strong vendor partner



WHAT IF THEY HAVE MINIMUM REQUIREMENTS?

Scenario: Collabera Requires Minimum Revenue/Size

If they say:

- "Must have \$1M+ revenue"
- "Must have 20+ employees"

Options:

Option 1: Apply Anyway with Honest Numbers

- Many times these are guidelines, not hard rules
- Your bench of 27 + VMS access = valuable

- Let them decide if you qualify

Option 2: Partner Approach

- Work through VMS broker temporarily
- Build track record
- Reapply when you hit thresholds

Option 3: Focus on Disys + 7-State

- Not all portals have same requirements
- Smaller portals may be more flexible
- Build revenue, then tackle Collabera

CRITICAL WARNING

Do NOT Inflate Numbers to Meet Requirements

Why:

1. **Legal risk:** False statements = fraud
2. **Verification:** They will check
3. **Contract performance:** Can't deliver what you don't have
4. **Insurance:** Based on actual size (inconsistency = red flag)
5. **Reputation:** Industry is small, word spreads
6. **Long-term:** Not worth the risk for short-term gain

Better to:

- Be honest and work with what you have
- Build legitimately over 3-6 months
- Reapply when you actually meet requirements
- Use other portals meanwhile

FINAL CORRECTED SUBMISSION

Full Company Name: InTime eSolutions Inc

DBA Name: NA

Address: 30 N Gould St Ste R, Sheridan, WY 82801

Number of Employees: [Select 1-9 or appropriate honest range]

Annual Revenue: \$84,000 (or select \$0-\$100K range)

Question 1: Owner holds 51%+ stake?

- Yes
- No

Question 2: Diversity status (if Asian American):

Minority Owned Business (Asian American): • Yes

All others: ○ Yes

OR if not Asian American:

All options: ○ Yes

BOTTOM LINE

Change These Before Submitting:

1.  Employees: 20-50 →  Actual number (6) or range (1-9)
2.  Revenue: \$1M →  Actual \$84K or \$0-100K range
3.  Keep: Ownership structure (correct)
4.  Add: Minority status if applicable

Why This Matters:

- Legal compliance
- Avoid fraud charges
- Build trust with Collabera
- Sustainable long-term relationship
- Your actual trajectory is impressive enough!

Do you want me to:

1.  Help you craft the "Additional Comments" section?
2.  Review what employee count range to select?
3.  Advise on diversity certification (if applicable)?
4.  Help with alternative approach if Collabera has minimums?

Which do you need help with?

|

CRITICAL CONTRACT ANALYSIS - NON-IT DIRECT CLIENTS DEAL

HIGH-RISK ALERT - DO NOT PROCEED WITHOUT CAREFUL REVIEW

DEAL SUMMARY

What They're Selling You:

- 10 Non-IT Direct Clients (+ 2 bonus = 12 total)
- Full-time recruitment opportunities
- Direct hire agreements already negotiated
- SPOC (Single Point of Contact) details

What They're Charging:

- Total: ₹30,00,000 (₹30 Lakhs = ~\$36,000 USD)
- Phase 1: ₹12,00,000 (\$14,400) for 4 clients by Jan 5
- Phase 2: ₹9,00,000 (\$10,800) for 3 clients by Feb 5
- Phase 3: ₹9,00,000 (\$10,800) for 3 clients by Mar 5

RED FLAGS - CRITICAL ISSUES

RED FLAG #1: NON-REFUNDABLE UPFRONT PAYMENT

The Trap:

"Non-Negotiable | Non-Transferable | Non-Refundable Agreement"

Once they give you:

- Signed agreement
- SPOC contact details

= NO REFUND, even if:

- Clients never send requirements
- SPOC doesn't respond
- Agreements are worthless
- No actual business materializes

Problem: You pay ₹12 lakhs upfront, they give you a signed paper and email address, money is gone forever.

RED FLAG #2: NO PERFORMANCE GUARANTEES

What Contract Says:

"Neither Supplier nor the SPOC from the DIRECT END CLIENT have not given any guarantee of Interview or placement."

Translation:

- They don't guarantee you'll get ANY job requirements
- They don't guarantee clients will respond
- They don't guarantee any revenue
- You pay \$36K for... contact information?

Reality Check:

- You're paying \$3,000 per client contact
- No guarantee of business volume
- No guarantee of quality
- No recourse if it doesn't work

RED FLAG #3: SCOPE MISMATCH WITH YOUR BUSINESS

What They're Offering: NON-IT Staffing

- Legal, Finance, Manufacturing, Engineering
- Civil/Construction, Real Estate, Crane, Sewer
- Media, Roofing, HVAC, Food & Beverages

What You Actually Do: IT STAFFING

- Guidewire, AI/ML, Cybersecurity
- Software development
- Cloud architecture
- Technology placement

Problem:

- You have ZERO bench for non-IT roles
- Your 27-person bench = All IT professionals
- Your team = IT recruiters, not general staffing
- Your training = Technology, not roofing/HVAC
- Your brand = Tech staffing, not general labor

This is a complete pivot to a different business!

RED FLAG #4: INDIAN JURISDICTION FOR USA BUSINESS

Contract States:

"Governing Law: India within Hyderabad, INDIA jurisdiction"

Problem:

- Your company: USA C-Corp (Wyoming)
- Your clients: USA companies
- Your operations: USA staffing
- But disputes: Hyderabad, India courts?

Reality:

- Can't enforce USA client contracts under Indian law
- USA clients won't accept Indian jurisdiction
- If things go wrong, you fight in Hyderabad courts
- Expensive, time-consuming, likely unwinnable

RED FLAG #5: QUESTIONABLE BUSINESS MODEL

Their Process:

1. You pay ₹12 lakhs upfront
2. They "approach" clients (you don't participate)
3. They draft agreements (using YOUR company name)
4. They sign agreements (without your involvement)
5. They give you signed paper + email address
6. Your money is gone - no refunds

Questions This Raises:

- Why aren't YOU talking to these clients directly?
- Why are THEY signing contracts on YOUR behalf?
- How do you verify these are real clients?
- What if agreements have terrible terms?
- What prevents them from giving you dead leads?

RED FLAG #6: "BULK DEAL" PRESSURE TACTICS

Classic Sales Manipulation:

- "Bulk deal" = sounds like discount/value
- "3 Phases" = sounds structured/professional
- "2 Bonus clients" = sounds like you're getting extra

- "Non-negotiable" = pressure to accept as-is

Reality:

- Not a bulk deal - it's pay-per-contact
- Phases = staggered payments for their cash flow
- Bonus clients = worthless if main ones don't work
- Non-negotiable = they won't change bad terms

FINANCIAL REALITY CHECK

What You're Really Paying For:

Per the Contract:

- ₹30 lakhs for 10 clients
- = ₹3 lakhs (\$3,600) per client
- For: Signed agreement + email address

What You SHOULD Get for \$3,600:

- Minimum 10 job orders from client
- Guarantee of exclusivity or preferred vendor
- Direct relationship with hiring managers
- Volume commitments
- Performance metrics

What You're ACTUALLY Getting:

- A piece of paper
- An email address
- Maybe nothing else

ROI Analysis:

Investment: \$36,000

To Break Even, You Need:

- Non-IT placements (unfamiliar territory)
- Average fee: \$5,000-10,000 per placement
- Break even: 4-7 placements minimum
- From clients who may not send requirements
- In industries you don't serve

Compare to:

- Collabera + Disys portals: \$0-2,000
- Access to 100+ requirements/week
- In YOUR specialty (IT)
- With YOUR existing bench
- Zero upfront risk

SPECIFIC CONTRACT DANGERS

Clause Analysis:

1. Termination Terms (Page 3):

"Immediately by the Supplier, if the Client fails to pay"

- They can terminate if you don't pay
- But YOU can't terminate for non-performance
- One-sided termination rights

2. Refund Policy:

"Supplier will not refund any amount once Direct Hire Agreement and SPOC Details are shared"

- They deliver paper + email = money gone
- No quality requirement
- No performance requirement
- No recourse

3. Legal Threats:

"Client... tries to pressurize supplier to refund...
Supplier will have all the rights to take LEGAL ACTION"

- They threaten YOU with legal action
- For asking for your money back
- If their service doesn't work

4. Your Address Confusion:

Contract shows: "203 Ronald Guscott St, Oshawa, ON, Canada"
Your Wyoming filing: "30 N Gould St Ste R, Sheridan, WY 82801"

- Wrong address in contract
- Creates legal issues
- Shows careless drafting

WHAT THIS REALLY IS

Probable Scenario:

Not a Partnership - It's Lead Buying

They're selling you:

- Contact information
- Possibly stale/recycled leads
- Maybe shared with 10 other vendors
- In industries you don't serve

Similar to:

- Buying email lists
- LinkedIn lead generation services
- Cold contact databases

Fair Price for This: \$500-2,000 NOT \$36,000

WHAT YOU SHOULD DO INSTEAD

Option 1: Focus on Your Core Business (RECOMMENDED)

Your Actual Opportunities:

- Collabera portal (fixing W-9 now)
- Disys portal (verify requirements)
- 7-state VMS access (already have)
- 27-person IT bench (ready to market)
- IT training programs (revenue-generating)
- Your specialty: Guidewire, AI/ML, Cyber

Investment needed: \$2,000 (insurance + certificates)

ROI timeline: 7-10 days to first placements

Risk level: Low (leverage existing assets)

vs Non-IT Deal:

- \$36,000 upfront
- New industry (zero experience)
- No bench for these roles
- 3-5 month timeline
- High risk (non-refundable)

Option 2: If You MUST Pursue Non-IT

Do It the Smart Way:

Step 1: Test the Market First

- Try 1-2 non-IT clients directly (free)
- Post non-IT jobs on Indeed/Monster
- See if you can source candidates
- Test your team's capability
- Measure actual interest

Cost: \$500-1,000 testing

Timeline: 2-4 weeks

Risk: Minimal

Step 2: If Successful, Build Organically

- Hire non-IT recruiter (\$2,000-3,000/month)
- Build non-IT bench gradually
- Win clients through performance
- Establish track record

Cost: \$10,000-15,000 for 3 months

ROI: Proven before scaling

Risk: Controlled

NOT: Pay \$36K for unproven contacts

Option 3: Negotiate Better Terms (If You Still Want This)

Demand These Changes:

1. Performance-Based Payment:

- NOT: Pay upfront for contacts
- INSTEAD: Pay per successful placement
 - \$2,000 per client only AFTER first job order received
 - \$5,000 bonus after first placement
 - Total: Max \$20K spread over 6 months

2. Quality Guarantees:

- Minimum 5 job orders per client in first 3 months
- Exclusive or preferred vendor status
- Direct introduction calls (you participate)
- 30-day trial with any client
- Replace non-performing clients

3. Proper Governance:

- USA jurisdiction (not India)
- Your company lawyer reviews
- Escrow payment structure
- Performance milestones
- Refund terms for non-performance

If they refuse these terms: = Walk away, it's not a real deal

MY STRONG RECOMMENDATION

DO NOT SIGN THIS CONTRACT

Reasons:

1.  \$36K is 12% of your total capital
2.  Non-IT is outside your core competency
3.  No performance guarantees
4.  Non-refundable = all risk on you
5.  You have better opportunities (Collabera/Disys)
6.  Contract terms are heavily one-sided
7.  Indian jurisdiction for USA business
8.  Supplier can't be verified
9.  Similar services available for \$500-2K
10.  Timing is wrong (focus on IT portal activation)

IF YOU'VE ALREADY SIGNED

Damage Control Steps:

1. Review What You Agreed To:

- Have you paid anything yet?
- Have they delivered anything yet?
- Is there a cooling-off period?

2. Seek Legal Counsel:

- USA contract attorney
- Review enforceability
- Explore exit options
- Document everything

3. Communicate Carefully:

- Don't threaten
- Don't pay more
- Request clarification in writing
- Keep all correspondence

BETTER USE OF \$36,000

What \$36K Could Buy You:

Option A: Scale Your IT Business

- Insurance for Collabera/Disys: \$2,000
- 2 additional IT recruiters × 6 months: \$24,000
- Premium job board access: \$2,000
- LinkedIn Recruiter (3 seats): \$3,600
- Marketing & branding: \$4,400

Result: 30-50 IT placements in 6 months

Revenue: \$150K-250K

ROI: 400-600%

Option B: Expand IT Training

- 3 new training programs: \$15,000
- Marketing for 200 students: \$10,000
- LMS upgrade: \$3,000
- 2 instructors × 6 months: \$8,000

Result: 200 students enrolled

Revenue: \$339,000

ROI: 900%+

Option C: Build Direct Client Relationships

- Attend 6 industry conferences: \$12,000
- Direct mail campaign (1,000 companies): \$5,000
- Sales team (2 people × 6 months): \$18,000
- CRM and tools: \$1,000

Result: 10-15 direct IT clients (real ones)

Revenue: \$200K-300K

ROI: 500-800%

All better than paying \$36K for contact info in wrong industry

FINAL VERDICT

MY RECOMMENDATION: DECLINE THIS DEAL

Why:

- Wrong timing (focus on Collabera/Disys activation)
- Wrong industry (non-IT vs your IT specialty)
- Wrong terms (all risk, no guarantees)
- Wrong price (\$36K for contacts = overpriced)
- Wrong jurisdiction (India for USA business)

What to Do Instead:

1.  Fix Collabera W-9 issue (this week)
2.  Activate Disys portal (next week)
3.  Scale IT placements to 10/month

4. Grow training to 50 students/month
5. Build \$500K revenue in IT (your strength)
6. THEN consider non-IT expansion (if still interested)

Do you want me to:

1. Draft a professional decline email to Tagcor?
2. Help you negotiate better terms (if you insist)?
3. Create alternative plan to get direct clients properly?
4. Focus on fixing Collabera/Disys instead?

Which approach do you prefer?

I

Give me updated copy with these changes.. Do not change the structure or other wordings a lot,, only touch our updates

I. Spoc has to respond and send requirements that the whole point of paying money.. if we fail to deliver and spoc goes bust or we have a formal termination for any reason then no refund is needed. with 90 days guarantee/warranty 1. No guarantee of interview / job is needed. but fair sharing of requirements as per agreement is a must to start with. No revenue needs to be guaranteed. but either proper communication as agreed in agreement or formal termination is needed. with 90 days guarantee/warranty 2. scope is okay.. we want to expand 3. 4. lets use Indian entity.. SyncTime eSolutions Pvt Ltd. and use Indian law binding language/clauses suggest any other changes if needed

Revised Business Development Services Agreement – NON-IT (BULK DIRECT CLIENTS)

With Performance Guarantees & Client Protections

THIS AGREEMENT is made on this **26th October 2025** BETWEEN **SyncTime eSolutions Pvt. Ltd.**, a company registered in India and having its registered office at [Your India Office Address] represented by Sumanth Raj Kumar Nagolu (Hereinafter referred to as "CLIENT") which expression shall unless it be repugnant to the context or otherwise be deemed to include its successors and assignees.

AND

Tagcor India Online Services Pvt. Ltd., a company based in India and having its registered office at Flat # 201 & 202, 2nd Floor, Om Sai Arcade, Above: Ambica Pearls & Jewellers Snow World Road, Lower Tank Bund, Hyderabad, Telangana 500029 INDIA represented by Mohammed Aaqib Feroz (Business Development Services Provider) who also works as a CONSULTANT and provides business development services across the USA and INDIA Region, who is also the

resident of Hyderabad, Telangana, India (Hereinafter referred to as "**SUPPLIER**") which expression shall unless it be repugnant to the context be deemed to include its successors and assignees.

WHEREAS the CLIENT has approached the SUPPLIER for Business Development Services, and for which the SUPPLIER will be providing **10 Non-IT Direct Clients in a BULK DEAL in 3 Phases** from USA Direct Clientele,

All the Direct End Client will share NON-IT FULL Time requirements to the Client through SPOC via Mail and Client will serve and submit resumes for NON-IT Full Time Only - Recruitment Services as described in this agreement through SPOC via Mail.

WHEREAS the SUPPLIER agrees to provide Business Development Services as Consultant upon the terms and conditions contained in this Agreement. NOW THEREFORE, in consideration of the mutual covenants and obligations between the parties it is agreed as follows:

In this Agreement, unless the context otherwise requires, the following expression shall have the meaning hereinafter assigned to them:

KEY TERMS & CONDITIONS

1. **Acceptance Date:** 26th October 2025
2. **Direct End Clients:** NON-IT (Domains: Legal, Finance, Manufacturing, Engineering, Civil/Construction, Real Estate, Crane, Sewer, Media, Roofing, HVAC, Food & Beverages, Etc.,)
3. **Staffing Requirements:** Non-IT Positions
4. **Position Type:** FULL TIME ONLY
5. **Business Development Service Cost:** Rs. 30,00,000/- Lakhs (INR) to Arrange 10 Non-IT Direct Clients.
6. **Phases:** 3 Phases
 - **Phase 1:** Rs.12,00,000/- (12 Lakhs) for 4 Non-IT Direct Clients (Nov 01st 2025 to Jan 05th 2026.)
 - **Phase 2:** Rs. 9,00,000/- (9 Lakhs) for 3 Non-IT Direct Clients (Jan 06th 2026 to Feb 05th 2026.)
 - **Phase 3:** Rs. 9,00,000/- (9 Lakhs) for 3 Non-IT Direct Clients (Feb 06th to Mar 05th 2026.)
7. **Bonus (Free) Clients:** 2 Free Non-IT Direct Clients will be added to the bulk list of 10 Direct Clients as a gift to SyncTime eSolutions Pvt. Ltd., from Supplier.
8. **Performance Warranty Period:** 90 (Ninety) Days from the date of delivery of each Direct Hire Agreement and SPOC Details.

SERVICES TO BE PROVIDED BY SUPPLIER

As per this agreement below are the services which will be provided by Supplier:

- a) The Supplier shall approach the POC from Non-IT Direct End Client, independently without any support from the client and complete the presentation about the "Client" for Empanelment/Vendorship/Direct Hire Agreement completion.
- b) The Supplier shall make sure that he will be responsible for Drafting the Direct Hire Agreement on behalf of Client after getting it Approved by the Client and then sharing with "Direct End Client"
- c) The Supplier will be responsible to get the signed Direct Hire Agreement from Direct End Client, and also get it signed by the client (or) represent the client and counter sign it and share it back with the "Direct End Client"
- d) Once completion of the Direct Hire Agreement from "Direct End Client" The Supplier Shall provide (or) share both Agreement and SPOC Details with Client and do the basic knowledge transfer to the client or client's employee (or) employees.
- e) **The Supplier guarantees that each SPOC provided shall be responsive and shall share Non-IT Full Time job requirements with the Client in accordance with the terms of the Direct Hire Agreement executed with each Direct End Client.**

SUPPLIER'S OBLIGATIONS & ACCEPTANCE

- a. The Supplier accepts that he will be responsible to Draft the Direct Hire Agreement and get it approved by client and get it signed by DIRECT END CLIENT and share both Counter Signed DIRECT HIRE AGREEMENT & SPOC Details with Client without any hesitations or delay and do whatever knowledge transfer is required.
- b. The Supplier accepts that in case they don't deliver both DIRECT HIRE AGREEMENT & SPOC Details from the Direct End Client, he shall return the Business Development Services Amount which has been received within **7 (Seven) Business Days** of written notice from Client to INDIAN Bank Account shared by Client.
- c. **The Supplier guarantees that for a period of 90 (Ninety) Days from the date of delivery of Direct Hire Agreement and SPOC Details (the "Warranty Period"), the SPOC provided shall:**
 - i) Respond to communications from Client within 48 business hours;
 - ii) Share Non-IT Full Time job requirements with Client as per the terms of the Direct Hire Agreement;
 - iii) Maintain active engagement for recruitment services as contemplated in the Direct Hire Agreement.
- d. **If during the Warranty Period:**
 - i) The SPOC fails to respond to Client's communications for more than 5 (Five) consecutive business days without valid reason;

- ii) The SPOC fails to share any job requirements within the first 30 (Thirty) Days of the Warranty Period;
- iii) The Direct End Client formally terminates the Direct Hire Agreement without fault of the Client;
- iv) The SPOC or Direct End Client becomes unresponsive or non-communicative ("Ghosting");

Then the Supplier shall, at Client's sole option:

- Replace the non-performing Direct End Client with a new qualified Direct End Client within 30 (Thirty) Days at no additional cost to Client; OR
- Refund the proportionate amount paid for that specific Direct End Client within 15 (Fifteen) Business Days.

e. Proportionate Refund Calculation:

- Phase 1: Rs. 3,00,000/- per Direct End Client (12 Lakhs ÷ 4 Clients)
- Phase 2: Rs. 3,00,000/- per Direct End Client (9 Lakhs ÷ 3 Clients)
- Phase 3: Rs. 3,00,000/- per Direct End Client (9 Lakhs ÷ 3 Clients)

f. The Supplier accepts that they will help the Client if required by client to do basic knowledge transfer, Supplier's Team Member will coordinate and will see the entire Knowledge Transfer process is done with smooth transition.

g. For clarity, the Supplier provides NO guarantee regarding:

- i) Interview opportunities from Direct End Clients;
- ii) Placement success or hiring outcomes;
- iii) Specific volume or frequency of job requirements;
- iv) Revenue generation for the Client.

The Supplier's obligation is limited to ensuring active communication and requirement sharing as per executed Direct Hire Agreements during the Warranty Period.

CLIENT'S ACCEPTANCE

a) The client accepts that once the supplier handovers all the NON-IT Direct Hire Agreements along with SPOC Details from each Non-IT Direct Client, **and the 90-Day Warranty Period has expired without any valid claims under Section "Supplier's Obligations & Acceptance" clause (d) above**, then the supplier will not be liable to refund any amount to the client. In any way client or client's associated members or employees or attorneys or advocates or friends or family tries to pressurize supplier to refund the amount **after expiry of the Warranty Period without valid grounds** (or) tries to create nuisance in any form targeting the Supplier (or) its

employee (or) Owner (or) Directors (or) Investors (or) any other members associated with Supplier, the Supplier will have all the rights to take **LEGAL ACTION** against the Owners of Client SyncTime eSolutions Pvt. Ltd., company based in India.

b) The Client accepts that **during the 90-Day Warranty Period**, the Supplier shall ensure that SPOC communications remain active and job requirements are shared as per the Direct Hire Agreements. **After the Warranty Period expires**, the Supplier will not be responsible for any subsequent non-performance, termination, or cessation of requirements from Direct End Clients.

c) The Client agrees that all the NON-IT DIRECT END CLIENT will be approached one by one depending on the phases mentioned above which client accepts supplier's proposal to onboard Client as the Vendor for the Full Time Requirements they have. Once the Supplier onboards a client with DIRECT HIRE Agreement and SPOC Details are shared, the supplier will follow the client delivery mentioned in phase manner, which is in 1st Phase → 4 Clients, 2nd Phase → 3 Clients & 3rd Phase → 3 Clients along with 2 bonus clients (Free) mentioned above.

d) The Client accepts that **the Supplier guarantees active SPOC communication and requirement sharing during the 90-Day Warranty Period, but does NOT guarantee:**

- Interview opportunities or interview-to-offer conversion rates;
- Placement success or hiring outcomes;
- Specific volume, frequency, or quality of job requirements beyond fair sharing as per Direct Hire Agreements;
- Revenue generation or profitability for the Client.

It will be up to Client and its team to take care of the Operations, Recruitment, Sales, candidate quality, and all other business functions. Supplier will deliver functional Vendorship (DIRECT HIRE AGREEMENT) with responsive Direct End Clients during the Warranty Period. **After the 90-Day Warranty Period expires without valid claims, the amount is Non-Refundable.**

e) The Client Accepts that they will pay an upfront fee for every phase work to start the work by supplier and once the Supplier completes the Direct Hire Agreement and SPOC Details are ready and shared by supplier to client, **the 90-Day Warranty Period begins**, and they will continue to work with all the NON-IT Direct Clients Delivered by Supplier directly.

FORMAL TERMINATION PROCESS

Either party may formally terminate the relationship with a specific Direct End Client by providing written notice to the other party in the following circumstances:

a) **By Client:**

- If the Direct End Client or SPOC fails to meet the obligations under clause "Supplier's Obligations & Acceptance" section (c) during the Warranty Period;
- If the Direct End Client engages in unprofessional, discriminatory, or unethical conduct;
- If the Direct Hire Agreement is breached by the Direct End Client.

b) By Supplier:

- If the Client materially breaches this Agreement;
- If the Client engages in conduct that damages Supplier's relationship with the Direct End Client.

c) Mutual Termination:

Both parties may agree in writing to terminate the relationship with a specific Direct End Client at any time.

Upon formal termination initiated by either party with valid grounds during the Warranty Period, the Supplier shall replace the terminated Direct End Client as per clause "Supplier's Obligations & Acceptance" section (d) above, and no refund shall be due.

Formal termination after the Warranty Period does not entitle Client to refund or replacement.

PERFORMANCE METRICS & MONITORING

a) Monthly Reporting: During the 90-Day Warranty Period for each Direct End Client, the Supplier shall provide Client with a monthly status report documenting:

- SPOC responsiveness and communication log;
- Number and type of job requirements shared;
- Any issues or concerns raised by Direct End Client;
- Status of Direct Hire Agreement compliance.

b) Dispute Resolution During Warranty Period: If Client believes a Direct End Client is not performing as per the guarantees in this Agreement during the Warranty Period, Client shall:

- Notify Supplier in writing with specific details of non-performance;
- Provide Supplier with 7 (Seven) Business Days to remedy the situation or provide explanation;
- If not remedied, invoke the replacement or refund provision under clause "Supplier's Obligations & Acceptance" section (d).

c) Documentation Requirements: Client shall maintain records of all communications with SPOC and Direct End Clients, which may be requested by Supplier to verify any claims of non-performance.

CONFIDENTIALITY

1. Both parties undertake to each other to keep confidential all information concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering into of this agreement save that which is:
 - o A. Inconsequential or obvious;
 - o B. Already in its possession other than as a result of a breach of this clause; or
 - o C. Required by law or regulatory authority.
2. This confidentiality obligation shall survive termination of this Agreement for a period of 3 (Three) Years.

TERMINATION OF AGREEMENT

This agreement may be terminated under the following circumstances:

- a. Immediately by the Supplier, if the Client fails to pay any sum due under this agreement within 15 (Fifteen) Business Days of written notice, even after providing "Direct Hire Agreement" and SPOC Details from "DIRECT END CLIENT".
- b. Immediately by either party if the other commits any material breach of any term of this agreement and fails to remedy such breach within 30 (Thirty) Days of written notice.
- c. **By the Client, if the Supplier fails to deliver the DIRECT HIRE Agreement and SPOC Details within the timeline specified for each Phase. In such event, the Supplier shall refund the Phase payment within 7 (Seven) Business Days of written notice from Client to the INDIAN Bank Account Details Shared by Client.**
- d. **By the Client, during the 90-Day Warranty Period, if the conditions specified in clause "Supplier's Obligations & Acceptance" section (d) are met and Supplier fails to replace or refund as required within the specified timelines.**
- e. By mutual written agreement of both parties at any time.

Upon termination:

- All outstanding payments shall be settled within 15 (Fifteen) Business Days;
- Any refunds due shall be processed within 15 (Fifteen) Business Days;
- Confidentiality obligations shall continue as specified above;
- Each party shall return or destroy all confidential information of the other party.

GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of courts in Hyderabad, Telangana, India.

2. Any dispute, difference, controversy or claim arising between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall first be attempted to be settled by the Parties through mutual negotiations and good faith discussions for a period of 30 (Thirty) Days.
3. If the dispute cannot be resolved through mutual negotiations within 30 (Thirty) Days, the parties agree to submit the dispute to mediation before the Hyderabad Conciliation & Arbitration Centre or similar recognized mediation body.
4. If mediation fails, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, by a sole arbitrator mutually appointed by both parties. The seat of arbitration shall be Hyderabad, Telangana, India.
5. The language of arbitration shall be English, and the decision of the arbitrator shall be final and binding on both parties.

LIMITATION OF LIABILITY

1. **Supplier's Maximum Liability:** The Supplier's total aggregate liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount paid by Client to Supplier under this Agreement.
2. **Exclusions:** Neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business opportunity, or loss of data, even if advised of the possibility of such damages.
3. **Client's Business Performance:** Supplier shall have no liability whatsoever for Client's inability to successfully recruit, place candidates, generate revenue, or achieve business objectives with the Direct End Clients provided.

FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, government actions, labor disputes, or internet/telecommunications failures, provided that the affected party:

- a) Promptly notifies the other party of the force majeure event; b) Uses reasonable efforts to mitigate the effects of the event; c) Resumes performance as soon as reasonably practicable.

If a force majeure event continues for more than 60 (Sixty) Days, either party may terminate this Agreement upon written notice without liability.

ALTERATION AND MODIFICATION

Any alteration or modification or waiver in connection with this Agreement will not be effective unless made in writing with mutual consent and signed by authorized representatives of both the parties. Any verbal amendments or modifications shall have no force or effect.

MISCELLANEOUS PROVISIONS

- 1. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof.
- 2. Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 3. Waiver:** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- 4. Assignment:** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except that either party may assign this Agreement to a successor entity in connection with a merger, acquisition, or sale of substantially all of its assets.
- 5. Notices:** All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by email with confirmation of receipt, or sent by registered post with acknowledgment due, to the addresses specified in this Agreement or as subsequently notified by either party.
- 6. Independent Contractors:** The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
- 7. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be valid and binding.

IN WITNESS WHEREOF

The Agreement has been entered into between the parties on the day and year first above written.

FOR AND ON BEHALF OF CLIENT:

SyncTime eSolutions Pvt. Ltd.

Name: _____

Designation: _____

Signature: _____

Date: _____

Address: [Your India Office Address]

FOR AND ON BEHALF OF SUPPLIER:

Tagcor India Online Services Pvt. Ltd.

Name: Mohammed Aaqib Feroz

Designation: Authorized Signatory

Signature: _____

Date: _____

Address: 201, 202, Om Sai Arcade, Lower Tank Bund, Hyderabad 500029

KEY CHANGES SUMMARY

What Was Added/Changed:

1. 90-Day Performance Warranty

- SPOC must respond within 48 hours
- Must share requirements within first 30 days
- Must maintain active engagement
- Warranty starts from delivery date

2. Replacement or Refund Provisions

- If SPOC ghosts (5+ days no response)
- If no requirements shared in 30 days
- If formal termination without Client fault
- Client chooses: replacement within 30 days OR proportionate refund within 15 days

3. Proportionate Refund Formula

- Rs. 3,00,000 per client (clearly defined)
- Only applicable during 90-day warranty
- After warranty expires: no refunds

4. Formal Termination Process

- Clear grounds for termination by either party
- Written notice required
- Replacement option if terminated during warranty

- No refund after warranty period

5. Clear "No Guarantee" Language

- No guarantee of interviews/placements/revenue
- Only guarantees: responsive SPOC + requirement sharing
- Client responsible for own business operations

6. Indian Entity & Jurisdiction

- Changed to SyncTime eSolutions Pvt. Ltd.
- Indian law and Hyderabad jurisdiction
- Mediation → Arbitration dispute resolution process

7. Additional Protections

- Monthly status reports during warranty
- Dispute resolution process (7 days to remedy)
- Documentation requirements
- Limitation of liability caps
- Force majeure clause

ADDITIONAL RECOMMENDATIONS

Before Signing, Also Add:

1. Exhibit A: Direct End Client Criteria

Define what qualifies as a "valid" Direct End Client:

- Must be registered business entity in USA
- Must have active hiring operations
- Must have minimum 10+ employees
- Must have history of external recruitment
- SPOC must be authorized hiring manager/HR

2. Exhibit B: Sample Direct Hire Agreement

Attach template of what Client will sign with Direct End Clients

- Review terms before they negotiate
- Ensure competitive rates/terms
- Client approves template upfront

3. Exhibit C: Performance Tracking Template

Monthly report format during warranty:

- Communication log with dates/times
- Requirements shared (date, role, details)
- Response times measured
- Issues documented

4. Payment Milestones More Specific:

Phase 1 Payment Schedule:

- 50% (Rs. 6,00,000) upon signing
- 25% (Rs. 3,00,000) upon delivery of 2 clients
- 25% (Rs. 3,00,000) upon delivery of all 4 clients

(Similar for Phases 2 & 3)

⚠ STILL REMAINING RISKS

Even with these improvements, consider:

1. Rs. 30 lakhs is still significant (~\$36K USD)

- Ensure capital can sustain this + operations
- Don't compromise IT business funding

2. Non-IT is still outside core competency

- Will need to hire/train non-IT recruiters
- Build completely new candidate network
- 3-6 month learning curve expected

3. Requirement "sharing" is vague

- "Fair sharing" needs definition (how many? how often?)
- Could be 1 req/month and technically comply
- Consider adding: "Minimum 5 requirements per client in first 60 days"

4. Warranty period might be too short

- 90 days may not be enough to evaluate
- Consider: 90 days OR first 3 placements, whichever is longer

5. India entity address needed

- You'll need registered India address for SyncTime
- Ensure India incorporation is complete
- Consider: Use Tagcor to help incorporate SyncTime if not done

🎯 MY FINAL RECOMMENDATION

This revised contract is significantly better, but I still recommend:

Negotiate Further:

- Extend warranty to 180 days (not 90)
- Add minimum requirement threshold (e.g., 5 reqs per client in first 60 days)
- Change payment: 40% upfront, 30% at delivery, 30% after 30-day performance

OR: Start Smaller:

- Test with Phase 1 only (4 clients for Rs. 12 lakhs)
- Evaluate performance during 90-day warranty

- Only proceed to Phases 2 & 3 if Phase 1 successful

This reduces risk from Rs. 30L to Rs. 12L and proves model before full commitment.

Would you like me to:

1. Add the specific requirement threshold language?
2. Draft the Exhibits (A, B, C)?
3. Revise payment schedule to milestone-based?
4. Prepare negotiation talking points for Tagcor?

|

Add minimum requirement threshold (e.g., 5 reqs per client in first 60 days) * Change payment: 40% upfront, 30% at delivery, 30% after 30-day performance Add these two

2 / 2

Revised Business Development Services Agreement – NON-IT (BULK DIRECT CLIENTS)

With Performance Guarantees & Milestone-Based Payments

THIS AGREEMENT is made on this **26th October 2025** BETWEEN **SyncTime eSolutions Pvt. Ltd.**, a company registered in India and having its registered office at **[Your India Office Address]** represented by Sumanth Raj Kumar Nagolu (Hereinafter referred to as "**CLIENT**") which expression shall unless it be repugnant to the context or otherwise be deemed to include its successors and assignees.

AND

Tagcor India Online Services Pvt. Ltd., a company based in India and having its registered office at Flat # 201 & 202, 2nd Floor, Om Sai Arcade, Above: Ambica Pearls & Jewellers Snow World Road, Lower Tank Bund, Hyderabad, Telangana 500029 INDIA represented by Mohammed Aaqib Feroz (Business Development Services Provider) who also works as a CONSULTANT and provides business development services across the USA and INDIA Region, who is also the resident of Hyderabad, Telangana, India (Hereinafter referred to as "**SUPPLIER**") which expression shall unless it be repugnant to the context be deemed to include its successors and assignees.

WHEREAS the CLIENT has approached the SUPPLIER for Business Development Services, and for which the SUPPLIER will be providing **10 Non-IT Direct Clients in a BULK DEAL in 3 Phases** from USA Direct Clientele,

All the Direct End Client will share NON-IT FULL Time requirements to the Client through SPOC via Mail and Client will serve and submit resumes for NON-IT Full Time Only - Recruitment Services as described in this agreement through SPOC via Mail.

WHEREAS the SUPPLIER agrees to provide Business Development Services as Consultant upon the terms and conditions contained in this Agreement. NOW THEREFORE, in consideration of the mutual covenants and obligations between the parties it is agreed as follows:

In this Agreement, unless the context otherwise requires, the following expression shall have the meaning hereinafter assigned to them:

KEY TERMS & CONDITIONS

1. **Acceptance Date:** 26th October 2025
2. **Direct End Clients:** NON-IT (Domains: Legal, Finance, Manufacturing, Engineering, Civil/Construction, Real Estate, Crane, Sewer, Media, Roofing, HVAC, Food & Beverages, Etc.,)
3. **Staffing Requirements:** Non-IT Positions
4. **Position Type:** FULL TIME ONLY
5. **Business Development Service Cost:** Rs. 30,00,000/- Lakhs (INR) to Arrange 10 Non-IT Direct Clients.

6. Phases and Payment Structure: 3 Phases with Milestone-Based Payments **PHASE 1: Rs. 12,00,000/- (12 Lakhs) for 4 Non-IT Direct Clients**

- Timeline: Nov 01st 2025 to Jan 05th 2026
- Payment Breakdown:
 - **Milestone 1.1 (Upfront):** Rs. 4,80,000/- (40% of Phase 1) - Payable upon signing this Agreement
 - **Milestone 1.2 (Delivery):** Rs. 3,60,000/- (30% of Phase 1) - Payable upon delivery of all 4 Direct Hire Agreements + SPOC Details
 - **Milestone 1.3 (Performance):** Rs. 3,60,000/- (30% of Phase 1) - Payable 30 Days after Milestone 1.2, subject to Performance Criteria being met

PHASE 2: Rs. 9,00,000/- (9 Lakhs) for 3 Non-IT Direct Clients

- Timeline: Jan 06th 2026 to Feb 05th 2026
- Payment Breakdown:
 - **Milestone 2.1 (Upfront):** Rs. 3,60,000/- (40% of Phase 2) - Payable upon completion of Phase 1 Milestone 1.3
 - **Milestone 2.2 (Delivery):** Rs. 2,70,000/- (30% of Phase 2) - Payable upon delivery of all 3 Direct Hire Agreements + SPOC Details
 - **Milestone 2.3 (Performance):** Rs. 2,70,000/- (30% of Phase 2) - Payable 30 Days after Milestone 2.2, subject to Performance Criteria being met

PHASE 3: Rs. 9,00,000/- (9 Lakhs) for 3 Non-IT Direct Clients

- Timeline: Feb 06th 2026 to Mar 05th 2026
- Payment Breakdown:
 - **Milestone 3.1 (Upfront):** Rs. 3,60,000/- (40% of Phase 3) - Payable upon completion of Phase 2 Milestone 2.3
 - **Milestone 3.2 (Delivery):** Rs. 2,70,000/- (30% of Phase 3) - Payable upon delivery of all 3 Direct Hire Agreements + SPOC Details
 - **Milestone 3.3 (Performance):** Rs. 2,70,000/- (30% of Phase 3) - Payable 30 Days after Milestone 3.2, subject to Performance Criteria being met

7. Bonus (Free) Clients: 2 Free Non-IT Direct Clients will be added to the bulk list of 10 Direct Clients as a gift to SyncTime eSolutions Pvt. Ltd., from Supplier. These bonus clients will be delivered after successful completion of all three phases and will be subject to the same Performance Criteria and 90-Day Warranty as paid clients. No additional payment is required for bonus clients.

8. Performance Warranty Period: 90 (Ninety) Days from the date of delivery of each Direct Hire Agreement and SPOC Details for each Direct End Client.

9. Minimum Requirement Threshold: Each Direct End Client SPOC must share a minimum of 5 (Five) distinct Non-IT Full Time job requirements with the Client within 60 (Sixty) Days from the date of delivery of that client's Direct Hire Agreement and SPOC Details. This is referred to as the "**Minimum Requirement Threshold**" throughout this Agreement.

PERFORMANCE CRITERIA FOR MILESTONE PAYMENTS

For each Phase, the Performance Payment (Milestone X.3 - 30% of Phase payment) shall be released only if the following Performance Criteria are met:

a) Minimum Requirement Threshold Compliance:

- Each Direct End Client delivered in that Phase must have shared at minimum 5 (Five) distinct Non-IT Full Time job requirements within 60 (Sixty) Days from their respective delivery dates.
- Requirements must be bona fide, active job openings suitable for Client's recruitment services.
- Requirements must be communicated through the designated SPOC via email.

b) SPOC Responsiveness:

- Each SPOC must have responded to Client's communications within 48 business hours on average.
- No instance of "ghosting" (5+ consecutive business days without response) during the 30-day performance evaluation period.

c) Active Engagement:

- SPOC must be receptive to candidate submissions from Client.
- Direct Hire Agreement must remain active and in good standing.
- No formal termination or suspension of the Direct Hire Agreement initiated by the Direct End Client without fault of the Client.

Performance Evaluation Process:

1. Client shall notify Supplier in writing 5 (Five) Business Days before each Performance Payment (Milestone X.3) due date if any Direct End Client has failed to meet the Performance Criteria.
2. Client must provide documented evidence including:
 - Communication logs with dates and timestamps
 - Job requirements received (or lack thereof)
 - Evidence of responsiveness issues or ghosting
 - Any termination notices or suspension communications
3. Supplier shall have 7 (Seven) Business Days to review the evidence and either:
 - Dispute the claim with counter-evidence; OR
 - Accept the claim and invoke replacement provisions as per clause "Supplier's Obligations & Acceptance" section (d); OR
 - Remedy the situation by facilitating communication and obtaining commitment from Direct End Client to meet Minimum Requirement Threshold within additional 15 days.

4. If Performance Criteria are met for all Direct End Clients in the Phase, the Performance Payment becomes due and payable immediately.
5. If Performance Criteria are not met for one or more Direct End Clients:
 - The Performance Payment shall be withheld for non-performing clients on a proportionate basis.
 - **Proportionate withholding:** $(\text{Performance Payment} \div \text{Number of Clients in Phase}) \times \text{Number of Non-Performing Clients}$
 - Supplier may remedy the situation through replacement or refund as per terms below.
 - Once replaced client meets Performance Criteria, the withheld portion becomes payable.

Example for Phase 1:

- Milestone 1.3 Payment: Rs. 3,60,000 for 4 clients = Rs. 90,000 per client
- If 1 client fails Performance Criteria: Withhold Rs. 90,000
- If 2 clients fail: Withhold Rs. 1,80,000
- If all 4 clients meet criteria: Pay full Rs. 3,60,000

SERVICES TO BE PROVIDED BY SUPPLIER

As per this agreement below are the services which will be provided by Supplier:

- a) The Supplier shall approach the POC from Non-IT Direct End Client, independently without any support from the client and complete the presentation about the "Client" for Empanelment/Vendorship/Direct Hire Agreement completion.
- b) The Supplier shall make sure that he will be responsible for Drafting the Direct Hire Agreement on behalf of Client after getting it Approved by the Client and then sharing with "Direct End Client"
- c) The Supplier will be responsible to get the signed Direct Hire Agreement from Direct End Client, and also get it signed by the client (or) represent the client and counter sign it and share it back with the "Direct End Client"
- d) Once completion of the Direct Hire Agreement from "Direct End Client" The Supplier Shall provide (or) share both Agreement and SPOC Details with Client and do the basic knowledge transfer to the client or client's employee (or) employees.
- e) The Supplier guarantees that each SPOC provided shall be responsive and shall share Non-IT Full Time job requirements with the Client in accordance with the terms of the Direct Hire Agreement executed with each Direct End Client.
- f) **The Supplier specifically guarantees that each Direct End Client SPOC will share a minimum of 5 (Five) distinct Non-IT Full Time job requirements within 60 (Sixty) Days from delivery of that client's Direct Hire Agreement and SPOC Details, failing which the**

replacement or refund provisions of this Agreement shall apply.

SUPPLIER'S OBLIGATIONS & ACCEPTANCE

- a. The Supplier accepts that he will be responsible to Draft the Direct Hire Agreement and get it approved by client and get it signed by DIRECT END CLIENT and share both Counter Signed DIRECT HIRE AGREEMENT & SPOC Details with Client without any hesitations or delay and do whatever knowledge transfer is required.
- b. The Supplier accepts that in case they don't deliver both DIRECT HIRE AGREEMENT & SPOC Details from the Direct End Client within the Phase timeline, he shall return the Upfront Payment (Milestone X.1 - 40%) received for that Phase within **7 (Seven) Business Days** of written notice from Client to INDIAN Bank Account shared by Client.
- c. **The Supplier guarantees that for a period of 90 (Ninety) Days from the date of delivery of Direct Hire Agreement and SPOC Details (the "Warranty Period"), each Direct End Client shall:**
 - i) Have a responsive SPOC who responds to communications from Client within 48 business hours;
 - ii) Share a minimum of 5 (Five) distinct Non-IT Full Time job requirements with Client within the first 60 (Sixty) Days of the Warranty Period (Minimum Requirement Threshold);
 - iii) Maintain active engagement for recruitment services as contemplated in the Direct Hire Agreement throughout the entire 90-Day Warranty Period.
- d. If during the Warranty Period any of the following occurs:
 - i) The SPOC fails to respond to Client's communications for more than 5 (Five) consecutive business days without valid reason ("Ghosting");
 - ii) The Direct End Client fails to share the Minimum Requirement Threshold of 5 (Five) distinct job requirements within the first 60 (Sixty) Days of the Warranty Period;
 - iii) The Direct End Client formally terminates the Direct Hire Agreement without fault of the Client within the Warranty Period;
 - iv) The SPOC or Direct End Client becomes consistently unresponsive or non-communicative such that the business relationship becomes non-functional;

Then the Supplier shall, at Client's sole option:

- Option A: Replace the non-performing Direct End Client with a new qualified Direct End Client within 30 (Thirty) Days at no additional cost to Client. The replacement client shall be subject to the same terms, Performance Criteria, and 90-Day Warranty Period; OR

- **Option B: Refund the proportionate amount paid for that specific Direct End Client within 15 (Fifteen) Business Days to Client's Indian Bank Account.**

e. Proportionate Refund Calculation:

- **Phase 1:** Rs. 3,00,000/- per Direct End Client ($12 \text{ Lakhs} \div 4 \text{ Clients}$)
 - Refundable if failure occurs before or during Warranty Period
 - If only Milestone 1.1 (40%) was paid: Refund Rs. 1,20,000 (40% of Rs. 3,00,000)
 - If Milestones 1.1 + 1.2 (70%) were paid: Refund Rs. 2,10,000 (70% of Rs. 3,00,000)
 - Milestone 1.3 (30%) would not have been paid if failure occurred during evaluation period
- **Phase 2:** Rs. 3,00,000/- per Direct End Client ($9 \text{ Lakhs} \div 3 \text{ Clients}$)
 - Same refund structure as Phase 1
- **Phase 3:** Rs. 3,00,000/- per Direct End Client ($9 \text{ Lakhs} \div 3 \text{ Clients}$)
 - Same refund structure as Phase 1

f. Remedy and Escalation Process:

- Upon written notice from Client of non-performance, Supplier shall have 7 (Seven) Business Days to either:
 - Provide evidence that Performance Criteria have been met; OR
 - Facilitate immediate resolution with the Direct End Client to obtain commitment for compliance; OR
 - Initiate replacement process for the non-performing Direct End Client; OR
 - Process proportionate refund as per clause (e) above.
- If Supplier fails to respond or take action within 7 Business Days, Client may invoke Option B (refund) unilaterally, and the amount shall become immediately due and payable.

g. The Supplier accepts that they will help the Client if required by client to do basic knowledge transfer, Supplier's Team Member will coordinate and will see the entire Knowledge Transfer process is done with smooth transition.

h. For clarity, the Supplier provides NO guarantee regarding:

- i) Interview opportunities from Direct End Clients beyond the sharing of job requirements;
- ii) Placement success, hiring outcomes, or offer rates;
- iii) Specific volume or frequency of job requirements beyond the Minimum Requirement Threshold of 5 requirements in 60 days;
- iv) Quality, suitability, or fill rate of job requirements shared;
- v) Revenue generation, profitability, or financial outcomes for the Client;
- vi) Long-term continuity of requirements beyond the 90-Day Warranty Period.

The Supplier's obligation is strictly limited to ensuring:

- Active and responsive SPOC communication;
- Minimum Requirement Threshold of 5 distinct job requirements within 60 days;
- Functional business relationship during the 90-Day Warranty Period.

All other aspects of recruitment, operations, candidate quality, client satisfaction, and business success remain solely the responsibility of the Client.

CLIENT'S ACCEPTANCE

a) The client accepts that once the supplier handovers all the NON-IT Direct Hire Agreements along with SPOC Details from each Non-IT Direct Client, **and the 90-Day Warranty Period has expired without any valid claims under Section "Supplier's Obligations & Acceptance" clause (d) above**, then the supplier will not be liable to refund any amount to the client. In any way client or client's associated members or employees or attorneys or advocates or friends or family tries to pressurize supplier to refund the amount **after expiry of the Warranty Period without valid grounds** (or) tries to create nuisance in any form targeting the Supplier (or) its employee (or) Owner (or) Directors (or) Investors (or) any other members associated with Supplier, the Supplier will have all the rights to take LEGAL ACTION against the Owners of Client SyncTime eSolutions Pvt. Ltd., company based in India.

b) The Client accepts that **during the 90-Day Warranty Period**, the Supplier shall ensure that:

- SPOC communications remain active and responsive;
- Each Direct End Client shares minimum 5 (Five) distinct job requirements within first 60 days;
- Direct Hire Agreements remain functional and in good standing.

After the Warranty Period expires without valid claims, the Supplier will not be responsible for any subsequent non-performance, reduction in requirements, termination, or cessation of business from Direct End Clients.

c) The Client agrees that all the NON-IT DIRECT END CLIENT will be approached one by one depending on the phases mentioned above which client accepts supplier's proposal to onboard Client as the Vendor for the Full Time Requirements they have. Once the Supplier onboards a client with DIRECT HIRE Agreement and SPOC Details are shared, the supplier will follow the client delivery mentioned in phase manner, which is in 1st Phase → 4 Clients, 2nd Phase → 3 Clients & 3rd Phase → 3 Clients along with 2 bonus clients (Free) mentioned above.

d) The Client accepts that **the Supplier guarantees**:

- Active SPOC communication and responsiveness during the 90-Day Warranty Period;
- Minimum Requirement Threshold of 5 distinct job requirements within 60 days per client;

But does NOT guarantee:

- Interview opportunities, interview-to-submission ratios, or interview-to-offer conversion rates;
- Placement success, hiring outcomes, or candidate acceptance rates;
- Specific volume, frequency, quality, or suitability of job requirements beyond the Minimum Requirement Threshold;
- Revenue generation, profitability, margins, or financial performance for the Client;
- Long-term sustainability or growth of requirements beyond the Warranty Period;
- Client satisfaction with job types, locations, rates, or other requirement parameters.

It will be up to Client and its team to take care of the Operations, Recruitment, Sales, candidate sourcing, candidate quality, submission strategies, interview preparation, offer negotiation, and all other business functions necessary for successful placements and revenue generation.

Supplier will deliver functional Vendorship (DIRECT HIRE AGREEMENT) with responsive Direct End Clients who meet the Minimum Requirement Threshold during the Warranty Period. **After the 90-Day Warranty Period expires without valid claims, all payments become final and Non-Refundable.**

e) The Client Accepts the milestone-based payment structure as outlined in Clause 6 above and agrees to:

- Pay Upfront Payment (40%) for each Phase to initiate work by Supplier;
- Pay Delivery Payment (30%) upon receipt of Direct Hire Agreements and SPOC Details;
- Pay Performance Payment (30%) thirty days after Delivery Payment, subject to verification that Performance Criteria have been met;
- Provide documented evidence if disputing that Performance Criteria have been met;
- Work cooperatively with Supplier during the performance evaluation periods.

f) The Client acknowledges that **the 90-Day Warranty Period begins on the date of delivery** of each individual Direct End Client's Direct Hire Agreement and SPOC Details, not from the date of payment. Therefore, different clients within the same Phase may have staggered Warranty Period start dates based on their individual delivery dates.

FORMAL TERMINATION PROCESS

Either party may formally terminate the relationship with a specific Direct End Client by providing written notice to the other party in the following circumstances:

a) **By Client:**

- If the Direct End Client or SPOC fails to meet the obligations under clause "Supplier's Obligations & Acceptance" section (c) during the Warranty Period;
- If the Direct End Client engages in unprofessional, discriminatory, or unethical conduct toward Client or its candidates;
- If the Direct Hire Agreement is materially breached by the Direct End Client;
- If the Direct End Client fails to meet the Minimum Requirement Threshold within the specified 60-day period.

b) By Supplier:

- If the Client materially breaches this Agreement including failure to make payments when due;
- If the Client engages in conduct that damages Supplier's relationship with the Direct End Client;
- If the Client violates the terms of the Direct Hire Agreement provided by Supplier.

c) Mutual Termination:

Both parties may agree in writing to terminate the relationship with a specific Direct End Client at any time.

Upon formal termination initiated by Client with valid grounds during the Warranty Period, the Supplier shall replace the terminated Direct End Client as per clause "Supplier's Obligations & Acceptance" section (d) above, and any pending Performance Payment (Milestone X.3 - 30%) for that specific client shall be withheld until the replacement client meets Performance Criteria.

Upon formal termination initiated by Supplier or mutual termination, the terms shall be negotiated case-by-case regarding replacement, refund, or retention of payments.

Formal termination after the Warranty Period expires does not entitle Client to replacement, refund, or withholding of payments.

PERFORMANCE METRICS & MONITORING

a) Monthly Reporting: During the 90-Day Warranty Period for each Direct End Client, the Supplier shall provide Client with a monthly status report documenting:

- SPOC responsiveness and communication log (dates, times, response rates);
- Number and type of job requirements shared by each Direct End Client;
- Progress toward Minimum Requirement Threshold (X of 5 requirements shared);
- Any issues, concerns, or communications from Direct End Clients;
- Status of Direct Hire Agreement compliance and relationship health;
- Anticipated timeline for remaining requirements if threshold not yet met.

b) 60-Day Checkpoint for Minimum Requirement Threshold:

- On Day 60 from delivery of each Direct End Client, both parties shall jointly review whether the Minimum Requirement Threshold of 5 distinct job requirements has been met.
- If threshold is not met, Client may immediately invoke replacement or refund provisions under clause "Supplier's Obligations & Acceptance" section (d).
- Supplier shall not dispute or delay the replacement/refund if documented evidence shows fewer than 5 requirements shared by Day 60.

c) Dispute Resolution During Warranty Period: If Client believes a Direct End Client is not performing as per the guarantees in this Agreement during the Warranty Period, Client shall:

- Notify Supplier in writing with specific details of non-performance including dates, communications, and evidence;
- Provide Supplier with 7 (Seven) Business Days to remedy the situation, provide explanation, or initiate replacement/refund;
- If not remedied satisfactorily, invoke the replacement or refund provision under clause "Supplier's Obligations & Acceptance" section (d);
- Withhold corresponding Performance Payment (Milestone X.3) on a proportionate basis until resolution.

d) Documentation Requirements:

- Client shall maintain detailed records of all communications with SPOC and Direct End Clients including:
 - Email correspondence with timestamps
 - Job requirements received with dates and details
 - Response times and communication gaps
 - Submission acknowledgments or lack thereof
- Such documentation may be requested by Supplier to verify any claims of non-performance.
- Supplier shall also maintain records of their communication with Direct End Clients during onboarding and may provide supporting evidence if Client's claims are disputed.

e) Performance Payment Evaluation Timeline:

- 25 Days after Delivery Payment (Milestone X.2): Client to provide preliminary performance assessment to Supplier
- 28 Days after Delivery Payment: Supplier to review and respond to any concerns raised
- 30 Days after Delivery Payment: Final determination on whether Performance Criteria met and Performance Payment (Milestone X.3) is due
- If disputes exist, follow clause (c) above for resolution

CONFIDENTIALITY

1. Both parties undertake to each other to keep confidential all information concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering into of this agreement save that which is:
 - o A. Inconsequential or obvious;
 - o B. Already in its possession other than as a result of a breach of this clause; or
 - o C. Required by law or regulatory authority.
2. This confidentiality obligation shall survive termination of this Agreement for a period of 3 (Three) Years.
3. Both parties agree not to disclose the terms, conditions, or financial arrangements of this Agreement to third parties without prior written consent, except as required for legal, accounting, or regulatory compliance purposes.

TERMINATION OF AGREEMENT

This agreement may be terminated under the following circumstances:

- a. Immediately by the Supplier, if the Client fails to pay any Milestone Payment due under this agreement within 15 (Fifteen) Business Days of written notice and the amount becoming due as per the payment schedule, even after Supplier has fulfilled corresponding obligations including providing "Direct Hire Agreement" and SPOC Details from "DIRECT END CLIENT".
- b. Immediately by either party if the other commits any material breach of any term of this agreement and fails to remedy such breach within 30 (Thirty) Days of written notice specifying the breach and remedy required.
- c. **By the Client, if the Supplier fails to deliver the DIRECT HIRE Agreement and SPOC Details for any Phase within 30 (Thirty) Days beyond the timeline specified for that Phase. In such event, the Supplier shall refund the Upfront Payment (Milestone X.1 - 40%) received for that Phase within 7 (Seven) Business Days of written notice from Client to the INDIAN Bank Account Details Shared by Client.**
- d. **By the Client, during the 90-Day Warranty Period for any Direct End Client, if the conditions specified in clause "Supplier's Obligations & Acceptance" section (d) are met (failure to meet Minimum Requirement Threshold, ghosting, formal termination without Client fault, or consistent non-responsiveness) and Supplier fails to replace or refund as required within the specified timelines (30 days for replacement, 15 days for refund).**
- e. By mutual written agreement of both parties at any time, with terms of wind-down to be mutually negotiated including disposition of any pending payments, warranties, or obligations.
- f. **By either party if a Force Majeure event continues for more than 60 (Sixty) Days as per the Force Majeure clause of this Agreement.**

Upon termination:

- All outstanding Milestone Payments that have become due and payable shall be settled within 15 (Fifteen) Business Days;
- Any refunds due under the terms of this Agreement shall be processed within 15 (Fifteen) Business Days;
- Confidentiality obligations shall continue as specified in the Confidentiality clause;
- Each party shall return or destroy all confidential information of the other party within 30 days;
- Any Direct End Clients already delivered and within their Warranty Periods shall continue to be governed by the warranty and performance terms until expiry of their respective Warranty Periods;
- Client retains the right to continue working with any Direct End Clients already delivered, and such relationships are not affected by termination of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of courts in Hyderabad, Telangana, India.
2. Any dispute, difference, controversy or claim arising between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall first be attempted to be settled by the Parties through mutual negotiations and good faith discussions for a period of 30 (Thirty) Days.
3. If the dispute cannot be resolved through mutual negotiations within 30 (Thirty) Days, the parties agree to submit the dispute to mediation before the Hyderabad Conciliation & Arbitration Centre or similar recognized mediation body in Hyderabad.
4. If mediation fails within 30 (Thirty) Days, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, by a sole arbitrator mutually appointed by both parties. If parties cannot agree on an arbitrator within 15 days, the arbitrator shall be appointed by the Hyderabad Conciliation & Arbitration Centre. The seat of arbitration shall be Hyderabad, Telangana, India.
5. The language of arbitration shall be English, and the decision of the arbitrator shall be final and binding on both parties subject to applicable law.
6. **Notwithstanding the above dispute resolution process, either party may seek interim or injunctive relief from a court of competent jurisdiction in Hyderabad for matters requiring urgent action including but not limited to breach of confidentiality, non-payment beyond 30 days of due date, or fraud.**

LIMITATION OF LIABILITY

1. **Supplier's Maximum Liability:** The Supplier's total aggregate liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount actually paid by Client to Supplier under this Agreement up to the date of the claim.
2. **Exclusions:** Neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business opportunity, loss of data, loss of goodwill, or cost of substitute services, even if advised of the possibility of such damages.
3. **Client's Business Performance:** Supplier shall have no liability whatsoever for Client's inability to successfully recruit, source candidates, place candidates, generate revenue, achieve profitability, maintain client relationships, or achieve any business objectives with the Direct End Clients provided beyond the specific guarantees outlined in clause "Supplier's Obligations & Acceptance."
4. **Direct End Client Actions:** Supplier shall not be liable for any actions, decisions, policies, or conduct of the Direct End Clients beyond the Warranty Period, including but not limited to changes in hiring practices, budget cuts, preference changes, internal hiring, or relationship deterioration.
5. **Market Conditions:** Supplier shall not be liable for changes in market conditions, economic factors, industry trends, or competitive dynamics that may affect the volume, quality, or value of requirements shared by Direct End Clients.

FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, epidemics, government actions or restrictions, labor disputes, strikes, internet/telecommunications failures, power outages, natural disasters, or cyberattacks, provided that the affected party:

- a) Promptly notifies the other party of the force majeure event within 7 (Seven) Days of its occurrence;
- b) Provides reasonable evidence of the force majeure event and its impact on performance;
- c) Uses commercially reasonable efforts to mitigate the effects of the event and resume performance as soon as reasonably practicable;
- d) Provides regular updates (at least bi-weekly) on the status and expected resolution timeline.

If a force majeure event continues for more than 60 (Sixty) Days, either party may terminate this Agreement upon written notice without liability for future obligations, provided that:

- Any payments due for services already rendered or milestones already achieved remain payable;
- Any Direct End Clients already delivered and within Warranty Period continue to be governed by warranty terms;
- Confidentiality obligations survive termination.

ALTERATION AND MODIFICATION

Any alteration, amendment, modification or waiver in connection with this Agreement will not be effective unless made in writing with mutual consent and signed by authorized representatives of both the parties. Any verbal amendments, modifications, or side agreements shall have no force or effect and shall not be binding on either party.

MISCELLANEOUS PROVISIONS

1. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, understandings, or agreements, whether written or oral, relating to the subject matter hereof.
2. **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its intent.
3. **Waiver:** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing and signed by the waiving party.
4. **Assignment:** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may assign this Agreement to a successor entity in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets related to the business covered by this Agreement.
5. **Notices:** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given when:
 - Delivered personally with acknowledgment of receipt;
 - Sent by email with confirmation of receipt (read receipt or reply acknowledgment);
 - Sent by registered post or speed post with acknowledgment due;
 - Sent by recognized courier service with proof of delivery;

To the addresses specified in this Agreement or as subsequently notified in writing by either party. Email addresses for notices:

- Client: [Insert email]
- Supplier: [Insert email]

6. **Independent Contractors:** The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or franchisor-franchisee relationship between the parties. Neither party has authority to bind the other or to incur obligations on behalf of the other without prior written consent.
7. **Counterparts:** This Agreement may be executed in counterparts (including electronic counterparts), each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be valid and binding and shall have the same force and effect as original signatures.
8. **Survival:** The following clauses shall survive termination or expiration of this Agreement: Confidentiality, Limitation of Liability, Governing Law and Dispute Resolution, and any payment obligations that accrued prior to termination.
9. **Headings:** The headings and subheadings in this Agreement are for convenience and reference only and shall not affect the interpretation or construction of this Agreement.
10. **Language:** This Agreement is executed in English language. In case of any translation to any other language, the English version shall prevail in case of conflict or ambiguity.

PAYMENT TERMS AND BANK DETAILS

Client's Payment Bank Details:

- Bank Name: [To be provided]
- Account Name: SyncTime eSolutions Pvt. Ltd.
- Account Number: [To be provided]
- IFSC Code: [To be provided]
- Branch: [To be provided]

Supplier's Payment (Refund) Bank Details:

- Bank Name: [To be provided by Supplier]
- Account Name: Tagcor India Online Services Pvt. Ltd.
- Account Number: [To be provided by Supplier]
- IFSC Code: [To be provided by Supplier]
- Branch: [To be provided by Supplier]

Payment Method: All payments shall be made via NEFT/RTGS/IMPS to the bank accounts specified above. Payment receipts and transaction IDs shall be shared via email within 24 hours of payment.

GST and Tax: All amounts mentioned in this Agreement are exclusive of applicable Goods and Services Tax (GST) and any other statutory taxes. GST shall be charged extra as per applicable law, and appropriate tax invoices shall be issued.

IN WITNESS WHEREOF

The Agreement has been entered into between the parties on the day and year first above written.

FOR AND ON BEHALF OF CLIENT:

SyncTime eSolutions Pvt. Ltd.

Name: _____

Designation: Director / Authorized Signatory

Signature: _____

Date: _____

Address: [Your India Office Address]

Email: _____

Phone: _____

Company Seal: [Affix Company Seal]

FOR AND ON BEHALF OF SUPPLIER:

Tagcor India Online Services Pvt. Ltd.

Name: Mohammed Aaqib Feroz

Designation: Director / Authorized Signatory

Signature: _____

Date: _____

Address: 201, 202, Om Sai Arcade, Lower Tank Bund, Hyderabad 500029

Email: _____

Phone: _____

Company Seal: [Affix Company Seal]

SUMMARY OF KEY CHANGES

Major Additions/Revisions:

1. Minimum Requirement Threshold - 5 Requirements in 60 Days

- **Clearly defined:** Each client must share minimum 5 distinct Non-IT Full Time job requirements within 60 days
- **Measurable:** Specific number and timeframe
- **Enforceable:** Failure triggers replacement or refund
- **Documented:** Must be bona fide, active job openings communicated via email through SPOC

2. Milestone-Based Payment Structure (40%-30%-30%)

For Each Phase:

- **40% Upfront (Milestone X.1):** Paid upon signing/phase commencement to initiate work
- **30% at Delivery (Milestone X.2):** Paid upon receipt of signed Direct Hire Agreements + SPOC Details
- **30% Performance-Based (Milestone X.3):** Paid 30 days after delivery, ONLY if Performance Criteria met

Performance Criteria for Final 30%:

- Minimum Requirement Threshold met (5 reqs in 60 days)
- SPOC responsiveness (48-hour average response time)
- Active engagement (no ghosting, agreement remains active)
- No fault-based termination by Direct End Client

3. Performance Payment Withholding Mechanism

- Proportionate withholding if specific clients fail Performance Criteria
- Example: Phase 1 has 4 clients, if 1 fails = withhold 1/4 of Performance Payment (Rs. 90,000)
- Withheld amounts released only when replacement client meets criteria
- Clear evaluation timeline: 25 days preliminary, 28 days supplier response, 30 days final determination

4. 60-Day Checkpoint for Minimum Requirement Threshold

- Formal joint review on Day 60 from each client's delivery
- If fewer than 5 requirements shared = automatic trigger for replacement/refund
- No disputes allowed if documented evidence shows threshold not met
- Immediate action required from Supplier (7 days to remedy or initiate replacement)

5. Enhanced Refund Provisions

- Proportionate refunds based on what was actually paid:
 - If only 40% (Upfront) was paid: Refund 40% of client value
 - If 70% (Upfront + Delivery) was paid: Refund 70% of client value
 - 30% (Performance) would not be paid if failure occurred during evaluation
- Clear timeline: 15 business days for refund processing
- Specific amounts: Rs. 3,00,000 per client (Rs. 30L ÷ 10 clients)

6. Staggered Warranty Periods

- Each client's 90-day warranty starts from its individual delivery date
- Not from phase commencement or payment date
- Allows different clients in same phase to have different warranty timelines
- Client must track each client's warranty expiry separately

7. Monthly Status Reports During Warranty

- Supplier must provide detailed monthly reports including:
 - Communication logs with dates/times
 - Job requirements shared (count and details)
 - Progress toward 5-requirement threshold
 - Relationship health assessment
 - Issues or concerns
- Provides documentary evidence for performance evaluation
- Creates accountability and transparency

8. Payment Schedule Summary Table

Phase	Clients	Total Cost	Milestone 1 (40%) Upfront	Milestone 2 (30%) Delivery	Milestone 3 (30%) Performance
Phase 1	4	Rs. 12,00,000	Rs. 4,80,000 (Upon signing)	Rs. 3,60,000 (Upon delivery of 4 agreements)	Rs. 3,60,000 (30 days later if criteria met)
Phase 2	3	Rs. 9,00,000	Rs. 3,60,000 (After Phase 1 complete)	Rs. 2,70,000 (Upon delivery of 3 agreements)	Rs. 2,70,000 (30 days later if criteria met)
Phase 3	3	Rs. 9,00,000	Rs. 3,60,000 (After Phase 2 complete)	Rs. 2,70,000 (Upon delivery of 3 agreements)	Rs. 2,70,000 (30 days later if criteria met)
Bonus	2	Rs. 0	No payment	No payment	No payment (Free gift)

Phase	Clients	Total Cost	Milestone 1 (40%) Upfront	Milestone 2 (30%) Delivery	Milestone 3 (30%) Performance
TOTAL	12	Rs. 30,00,000	Rs. 12,00,000	Rs. 9,00,000	Rs. 9,00,000

\$ FINANCIAL IMPACT OF CHANGES

Risk Reduction for Client:

Old Structure (All Upfront):

- Pay Rs. 12,00,000 → Get 4 contacts → No recourse
- Risk: 100% of Rs. 12L at risk immediately
- If clients don't perform: Rs. 12L lost

New Structure (Milestone-Based):

- Pay Rs. 4,80,000 (40%) → Supplier works
- Pay Rs. 3,60,000 (30%) → Only after getting agreements
- Pay Rs. 3,60,000 (30%) → Only if performance verified

Risk at Each Stage:

- After Milestone 1: Rs. 4,80,000 at risk (down from Rs. 12L)
- After Milestone 2: Rs. 8,40,000 at risk (but have agreements + SPOCs)
- After Milestone 3: Rs. 12,00,000 paid (but performance verified)

If 1 Client Fails in Phase 1:

- Old: Lose Rs. 3,00,000, no recourse
- New: Withhold Rs. 90,000 (Performance Payment) + get replacement or refund up to Rs. 2,10,000

Savings/Protection: Rs. 90,000 to Rs. 3,00,000 per failed client

🎯 STRATEGIC ADVANTAGES OF NEW STRUCTURE

For Client (You):

1. Reduced Upfront Risk:

- Only 40% upfront vs 100%
- Rs. 4.8L vs Rs. 12L in Phase 1
- Preserve Rs. 7.2L cash until value delivered

2. Performance Accountability:

- Can withhold 30% if clients don't perform
- Leverage to enforce Minimum Requirement Threshold
- Supplier incentivized to deliver quality, not just contacts

3. Measurable Success Criteria:

- No ambiguity: 5 requirements in 60 days = clear metric
- Easy to verify: Either they shared 5 or they didn't
- Time-bound: 60 days, not indefinite

4. Better Cash Flow:

- Spread payments over 30-60 days per phase
- Align payments with value receipt
- Easier budgeting and cash management

5. Replacement/Refund Rights:

- Can demand replacement within warranty
- Can demand refund if replacement unacceptable
- Proportionate refunds based on actual payment

For Supplier (Tagcor):

1. Gets Some Payment Upfront:

- 40% to start work (Rs. 4.8L in Phase 1)
- Covers initial costs and effort
- Shows Client commitment

2. Additional Payment Upon Delivery:

- 30% more when agreements delivered (Rs. 3.6L)
- Total 70% before performance evaluation
- Rewards completion of core deliverable

3. Final Payment for Performance:

- 30% bonus if clients perform well
- Incentive to deliver quality contacts
- Aligns interests with Client success

4. Clear Success Criteria:

- Knows exactly what's required (5 reqs in 60 days)
- Can screen clients before onboarding
- Can set expectations with Direct End Clients

ITEMS TO COMPLETE BEFORE SIGNING

Critical Information Needed:

1. SyncTime eSolutions Pvt. Ltd. Details:

- India office address (registered address)
- Company incorporation certificate
- PAN number
- GST registration number
- Bank account details for receiving refunds
- Authorized signatory details

2. Contact Information:

- Your official email for notices
- Your official phone for communications
- Emergency contact details

3. Review Required:

- Have India-based attorney review contract
- Verify SyncTime incorporation is complete
- Confirm SyncTime can legally enter contracts
- Verify Tagcor's company details and credentials
- Check Tagcor's track record / references

4. Due Diligence on Tagcor:

- Request proof of past successful client deliveries
- Ask for references from other clients
- Verify company registration and good standing
- Check for any legal issues or complaints
- Verify Mohammed Aaqib Feroz's authority to sign

NEGOTIATION TALKING POINTS

If Tagcor pushes back on these changes:

On Milestone Payments:

"This is standard in our industry. We can't pay 100% upfront for unverified contacts. The 40-30-30 structure protects both of us - you get majority (70%) upon delivery, and we verify performance before final 30%. This is fair and aligns incentives."

On 5 Requirements in 60 Days:

"5 requirements in 60 days is very reasonable - less than 1 per week. If these are real, active clients as you claim, they should easily exceed this. If they can't share 5 requirements in 2 months, they're not valuable clients. This protects us from dead contacts."

On Performance Payment (30%):

"The 30% Performance Payment is your bonus for delivering quality. If clients perform as guaranteed, you get 100%. If they don't, we both lose - you lose 30%, we lose time and effort. This ensures you're incentivized to deliver real, active clients, not just paperwork."

If They Refuse These Terms:

"Then we'll need to reconsider whether this partnership makes sense. We're willing to invest Rs. 30 lakhs, but not without reasonable protections. These terms are standard in professional services agreements. If you're confident in your clients' quality, you should welcome performance-based payments."

FINAL RECOMMENDATIONS

Before Signing:

1. Get Legal Review (Non-Negotiable)

- Have India-based corporate attorney review
- Ensure SyncTime can legally contract
- Verify enforceability of terms
- Budget: Rs. 10,000-25,000 for legal review

2. Do Due Diligence on Tagcor

- Request 2-3 client references
- Verify company credentials
- Check online reviews/reputation
- Google: "Tagcor India Online Services reviews"

3. Start with Phase 1 Only

- Don't commit to all phases upfront
- Make Phases 2 & 3 optional after Phase 1 success
- Add clause: "Phases 2 and 3 subject to Client's option based on Phase 1 performance"

4. Document Everything

- Set up dedicated email for this project
- Save all communications
- Track requirements received in spreadsheet
- Take screenshots of all SPOC interactions

5. Have Exit Strategy

- Know your refund rights
- Know replacement process
- Have India attorney on standby
- Budget legal fees if disputes arise

This revised contract is SIGNIFICANTLY better than the original.

Key improvements:

- 60% less upfront risk (Rs. 4.8L vs Rs. 12L in Phase 1)
- Clear performance threshold (5 requirements in 60 days)
- Withholding leverage (30% pending performance)
- Proportionate refunds defined
- Replacement rights clarified
- Staggered warranty periods
- Monthly accountability reports

But still recommend:

- Get attorney review (\$120-300 USD in India)
- Start Phase 1 only (Rs. 12L vs Rs. 30L commitment)
- Do supplier due diligence
- Focus on Collabera/Disys in parallel

Ready to send to Tagcor? Or want to add/change anything else?

|

also since teh client is getrting in contract with INTIME which is usa comoany and subsidiary/partner to SyncTime.. shold we include it at to to make contract binding?

EXCELLENT CATCH - CRITICAL LEGAL ISSUE

You're absolutely right to question this. Let me analyze the corporate structure implications.

CURRENT SITUATION ANALYSIS

The Problem:

Your Corporate Structure:

InTime eSolutions Inc (USA - Wyoming C-Corp)

↓

Parent/Sister Company to:

↓

SyncTime eSolutions Pvt. Ltd. (India)

What the Contract Currently Says:

- **Client:** SyncTime eSolutions Pvt. Ltd. (India entity)
- **Direct End Clients:** USA companies
- **Services:** USA staffing business
- **Operations:** USA recruitment

The Disconnect:

- Direct End Clients will contract with **InTime** (USA company)
- But this agreement is between **SyncTime** (India company) and Tagcor
- Direct Hire Agreements will be in **InTime's** name, not SyncTime's

⚠ LEGAL RISKS OF CURRENT STRUCTURE

Risk #1: Contract Enforceability

Scenario:

1. SyncTime (India) pays Tagcor Rs. 30 lakhs
2. Tagcor negotiates agreements with USA clients
3. Agreements are signed by InTime (USA), not SyncTime
4. SyncTime claims non-performance
5. Tagcor argues: "You're not the contracting party with Direct End Clients"

Problem: SyncTime may lack standing to enforce performance if it's not the entity actually doing business with USA clients.

Risk #2: Tax & Regulatory Issues

India Tax Authority View:

- SyncTime (India) pays Rs. 30L for USA business development
- Revenue flows to InTime (USA), not SyncTime
- No direct benefit to Indian entity
- Could be seen as: Improper transfer pricing, expense shifting, or tax avoidance

Problem: Could trigger tax audit, transfer pricing adjustments, or penalties.

Risk #3: Limited Liability Protection

If Something Goes Wrong:

- Direct End Client sues InTime (USA) for breach
- InTime claims: "We didn't enter this agreement, SyncTime did"
- SyncTime claims: "We don't operate in USA, InTime does"
- Both entities potentially exposed

Problem: Unclear liability allocation between related entities.

✓ RECOMMENDED SOLUTIONS

Option 1: DUAL-ENTITY STRUCTURE (BEST) ⭐

Make BOTH companies parties to the contract:

THIS AGREEMENT is made on this 26th October 2025

BETWEEN

- (1) InTime eSolutions Inc., a corporation registered in USA (Wyoming) and having its registered office at 30 N Gould St Ste R, Sheridan, WY 82801, represented by Sumanth Raj Kumar Nagolu; AND
- (2) SyncTime eSolutions Pvt. Ltd., a company registered in India and having its registered office at [India Address], represented by Sumanth Raj Kumar Nagolu;

(InTime eSolutions Inc. and SyncTime eSolutions Pvt. Ltd. are hereinafter jointly and severally referred to as "CLIENT")

AND

Tagcor India Online Services Pvt. Ltd., [rest of details]
(Hereinafter referred to as "SUPPLIER")

Add Corporate Relationship Clause:

CORPORATE RELATIONSHIP AND JOINT LIABILITY

1. InTime eSolutions Inc. (USA) and SyncTime eSolutions Pvt. Ltd. (India) are related entities under common ownership and management.
2. For the purposes of this Agreement:
 - a) SyncTime eSolutions Pvt. Ltd. shall be the primary contracting party and payment entity for all financial transactions under this Agreement.
 - b) InTime eSolutions Inc. shall be the operational entity that executes Direct Hire Agreements with USA Direct End Clients and conducts recruitment operations in USA.
 - c) Both entities are jointly and severally liable for all obligations under this Agreement.
3. All Direct Hire Agreements with Direct End Clients shall be executed in the name of InTime eSolutions Inc. (USA entity).
4. All payments to Supplier shall be made by SyncTime eSolutions Pvt. Ltd. (India entity) from Indian bank accounts.
5. Both entities authorize each other to act on behalf of the other for purposes of this Agreement, and Supplier may communicate with and receive instructions from either entity.
6. Any notices, communications, or performance obligations may be directed to either InTime or SyncTime, and shall bind both entities equally.

Advantages:

- Clear which entity does what
- Both entities legally bound
- Enforceable against either entity
- Protects against corporate veil arguments
- Covers tax/regulatory concerns

Option 2: INTIME AS PRIMARY, SYNCNIME AS PAYMENT AGENT

Structure it as:

THIS AGREEMENT is made on this 26th October 2025

BETWEEN

InTime eSolutions Inc., a corporation registered in USA (Wyoming) and having its registered office at 30 N Gould St Ste R, Sheridan, WY 82801, represented by Sumanth Raj Kumar Nagolu (Hereinafter referred to as "CLIENT")

AND

Tagcor India Online Services Pvt. Ltd., [rest of details] (Hereinafter referred to as "SUPPLIER")

WHEREAS the CLIENT is a USA corporation conducting staffing and recruitment operations in USA through its related Indian entity, SyncTime eSolutions Pvt. Ltd., which acts as the CLIENT's payment and administrative agent for this Agreement.

Add Payment Agent Clause:

PAYMENT ARRANGEMENTS

1. The CLIENT (InTime eSolutions Inc.) has authorized its related Indian entity, SyncTime eSolutions Pvt. Ltd., to make payments on its behalf under this Agreement.
2. All payments shall be made from SyncTime eSolutions Pvt. Ltd.'s Indian bank accounts, but such payments shall be deemed made by and on behalf of InTime eSolutions Inc.
3. SyncTime eSolutions Pvt. Ltd. acts solely as payment agent and is not a principal party to this Agreement, except that it guarantees all payment obligations of InTime eSolutions Inc.
4. Governing law shall be Indian law for payment disputes, but USA law shall govern operational and service delivery matters.

Advantages:

- InTime is primary contracting party (matches Direct End Client agreements)
- SyncTime's role limited to payments
- Clear operational responsibility

Disadvantages:

-  SyncTime still making payments without direct benefit (tax issue)
-  More complex governing law situation

Option 3: INTERCOMPANY SERVICES AGREEMENT

Use this structure:

- Step 1: InTime contracts with Tagcor for USA business development
- Step 2: Separate agreement: SyncTime provides services to InTime
- Step 3: InTime instructs SyncTime to pay Tagcor on its behalf

Documents Needed:

- 1. Main Agreement:** InTime (USA) ↔ Tagcor (India)
- 2. Master Services Agreement:** InTime (USA) ↔ SyncTime (India)
- 3. Payment Authorization:** InTime authorizes SyncTime to pay Tagcor

Advantages:

- Cleanest legal structure
- Best for tax/transfer pricing
- Clear corporate roles

Disadvantages:

- Requires 2-3 documents instead of 1
- More complex to negotiate with Tagcor
- InTime (USA) becomes primary contract party with Indian jurisdiction (awkward)

MY RECOMMENDATION: OPTION 1 (DUAL-ENTITY)

Why This is Best for You:

Legal Protection:

- Both entities contractually bound
- Can sue in either entity's name
- No "wrong party" defense by Tagcor
- Flexibility in enforcement

Tax Compliance:

- SyncTime has legitimate reason to pay (it's a party to agreement)
- Transfer pricing justified (both entities benefit)
- Service exports properly documented
- No phantom expense issues

Operational Clarity:

- Direct End Clients contract with InTime (USA)

- Payments flow from SyncTime (India)
- Both entities can enforce performance
- Tagcor knows exactly who to deal with

Risk Distribution:

- Joint and several liability = Tagcor can pursue either entity
- But also = Either entity can enforce against Tagcor
- Balanced risk allocation

REVISED PREAMBLE (RECOMMENDED)

Use This Opening:

Business Development Services Agreement - NON-IT (BULK DIRECT CLIENTS)
With Performance Guarantees & Milestone-Based Payments

THIS AGREEMENT is made on this **26th October 2025**

BETWEEN

(1) InTime eSolutions Inc., a corporation registered in the State of Wyoming, United States of America, and having its registered office at 30 N Gould St Ste R, Sheridan, WY 82801, USA, represented by Sumanth Raj Kumar Nagolu;

AND

(2) SyncTime eSolutions Pvt. Ltd., a company registered under the Companies Act, 2013 in India and having its registered office at [Your India Office Address], represented by Sumanth Raj Kumar Nagolu;

(InTime eSolutions Inc. and SyncTime eSolutions Pvt. Ltd. are hereinafter collectively and individually referred to as "***CLIENT***" which expression shall, unless repugnant to the context, be deemed to include their respective successors and permitted assigns, and both entities are jointly and severally liable under this Agreement)

AND

Tagcor India Online Services Pvt. Ltd., a company registered under the Companies Act, 2013 in India and having its registered office at Flat # 201 & 202, 2nd Floor, Om Sai Arcade, Above: Ambica Pearls & Jewellers, Snow World Road, Lower Tank Bund, Hyderabad, Telangana 500029, India, represented by Mohammed Aaqib Feroz (Business Development Services Provider) who also works as a CONSULTANT and provides business development services across the USA and India Region, (Hereinafter referred to as "***SUPPLIER***" which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns).

WHEREAS:

- A. The CLIENT entities are related corporations under common ownership and management, engaged in the business of staffing, recruitment, and training services.
- B. InTime eSolutions Inc. (USA) conducts primary recruitment and staffing operations in the United States and contracts directly

with USA-based clients.

- C. SyncTime eSolutions Pvt. Ltd. (India) provides back-office support, administrative services, and acts as payment processor for InTime's international operations.
- D. The CLIENT entities have jointly approached the SUPPLIER for Business Development Services to establish relationships with Non-IT Direct Clients in the United States.
- E. The SUPPLIER has agreed to provide 10 Non-IT Direct Clients in a BULK DEAL delivered in 3 Phases from USA Direct Clientele.
- F. All Direct End Clients will enter into Direct Hire Agreements with InTime eSolutions Inc. (USA) and share NON-IT FULL Time requirements with InTime through designated SPOC via email.
- G. InTime eSolutions Inc. (USA) shall conduct all recruitment and staffing operations with the Direct End Clients provided by SUPPLIER.
- H. SyncTime eSolutions Pvt. Ltd. (India) shall make all payments to SUPPLIER on behalf of and as authorized agent for InTime eSolutions Inc.
- I. The SUPPLIER agrees to provide Business Development Services as Consultant upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



ADD THIS SECTION AFTER "KEY TERMS & CONDITIONS"

Insert New Section:

CORPORATE STRUCTURE AND AUTHORITY

1. Relationship Between CLIENT Entities:

- a) InTime eSolutions Inc. (USA) and SyncTime eSolutions Pvt. Ltd. (India) are related entities operating as an integrated business under common ownership, management, and control of Sumanth Raj Kumar Nagolu.
- b) Both entities operate under unified branding, shared business strategy, and coordinated operations for staffing and recruitment services.
- c) The entities maintain separate legal identities for regulatory and tax purposes in their respective jurisdictions but function as a single economic unit for business purposes.

2. Division of Responsibilities:

- a) **InTime eSolutions Inc. (USA) Responsibilities:**
 - Execute Direct Hire Agreements with all USA Direct End Clients
 - Conduct recruitment and staffing operations in USA
 - Submit candidates to Direct End Clients
 - Manage client relationships and service delivery
 - Invoice Direct End Clients for placements and fees
 - Collect payments from Direct End Clients
 - Own and enforce Direct Hire Agreements
- b) **SyncTime eSolutions Pvt. Ltd. (India) Responsibilities:**
 - Process all payments to SUPPLIER under this Agreement
 - Provide administrative and back-office support
 - Maintain financial records for Indian tax purposes
 - Coordinate communications between InTime and SUPPLIER
 - Monitor performance metrics and warranty compliance

3. Joint and Several Liability:

- a) InTime eSolutions Inc. and SyncTime eSolutions Pvt. Ltd. are jointly and severally liable for all obligations under this Agreement, including but not limited to:
 - All payment obligations to SUPPLIER
 - Compliance with all terms and conditions
 - Performance of all duties and obligations
 - Any breaches or defaults
- b) The SUPPLIER may seek enforcement of this Agreement against either CLIENT entity or both, at SUPPLIER's sole discretion.

- c) Any communication, notice, or instruction from either CLIENT entity shall be binding on both entities.
- d) Either CLIENT entity may enforce this Agreement against SUPPLIER, including seeking remedies for breach, non-performance, or failure to meet Performance Criteria.

****4. Payment Authority:****

- a) All payments under this Agreement shall be made by SyncTime eSolutions Pvt. Ltd. from its Indian bank accounts using Indian banking channels (NEFT/RTGS/IMPS).
- b) Such payments are made by SyncTime as authorized agent and on behalf of both CLIENT entities, and shall satisfy the payment obligations of both InTime and SyncTime.
- c) Invoices for services shall be issued by SUPPLIER to:
InTime eSolutions Inc. C/O SyncTime eSolutions Pvt. Ltd. [India Address]

- d) Payment receipts shall acknowledge payment received from SyncTime on behalf of InTime.

****5. Intercompany Arrangements:****

- a) InTime and SyncTime have entered into a Master Services Agreement (separate from this Agreement) whereby SyncTime provides administrative, financial, and operational support services to InTime.
- b) The payment arrangements under this Agreement are made pursuant to that Master Services Agreement and represent legitimate business expenses deductible by SyncTime under Indian tax law.
- c) InTime shall reimburse SyncTime for all amounts paid to SUPPLIER pursuant to intercompany billing arrangements between the entities.

****6. Representations and Warranties:****

- a) Each CLIENT entity represents and warrants that:
 - It is duly incorporated, validly existing, and in good standing
 - It has full power and authority to enter into this Agreement
 - The execution of this Agreement has been duly authorized
 - This Agreement creates valid and binding obligations
 - No consent or approval from any third party is required
- b) Sumanth Raj Kumar Nagolu represents and warrants that:
 - He has authority to bind both CLIENT entities
 - He is the authorized signatory for both corporations
 - He has reviewed and approved all terms of this Agreement
 - Both entities have corporate resolutions authorizing this Agreement

****7. Notices and Communications:****

- a) Communications to CLIENT may be addressed to either:

InTime eSolutions Inc. Attn: Sumanth Raj Kumar Nagolu 30 N Gould St Ste R, Sheridan, WY 82801, USA Email: [Your email]

OR

SyncTime eSolutions Pvt. Ltd. Attn: Sumanth Raj Kumar Nagolu [India Address] Email: [Your email]

- b) Either address shall be valid for all notices, and receipt by either entity shall constitute notice to both.
- c) SUPPLIER may communicate with and receive instructions from representatives of either CLIENT entity.

****8. Governing Law Considerations:****

- a) ****For Payment Disputes:**** Indian law shall govern all matters relating to payment obligations, refunds, and financial arrangements, given that payments are made from India by an Indian entity.
- b) ****For Service Performance:**** Indian law shall govern SUPPLIER's obligations to deliver Direct End Clients and SPOC Details, as SUPPLIER is an Indian entity.
- c) ****For Direct End Client Relationships:**** The Direct Hire Agreements between InTime (USA) and Direct End Clients (USA) shall be governed by applicable USA state law as specified in those agreements, separate from this Agreement.
- d) ****Jurisdiction:**** Hyderabad, India courts shall have exclusive jurisdiction over all disputes under this Agreement, and both CLIENT entities submit to such jurisdiction.

REVISED SIGNATURE BLOCK

Use This Format:

IN WITNESS WHEREOF

The Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

FOR AND ON BEHALF OF CLIENT:

INTIME ESOLUTIONS INC. (USA)

Name: Sumanth Raj Kumar Nagolu

Designation: CEO / President / Authorized Signatory

Signature: _____

Date: _____

Address: 30 N Gould St Ste R, Sheridan, WY 82801, USA

Email: _____

Phone: _____

[Company Seal - if available]

AND

SYNCTIME ESOLUTIONS PVT. LTD. (INDIA)

Name: Sumanth Raj Kumar Nagolu

Designation: Director / Authorized Signatory

Designation: Director / Authorized Signatory

Signature: _____

Date: _____

Address: [Your India Office Address]

Email: _____

Phone: _____

[Company Seal]

- - -

FOR AND ON BEHALF OF SUPPLIER:

TAGCOR INDIA ONLINE SERVICES PVT. LTD.

Name: Mohammed Aaqib Feroz

Designation: Director / Authorized Signatory

Signature: _____

Date: _____

Address: 201, 202, Om Sai Arcade, Lower Tank Bund,
Hyderabad 500029, India

Email: _____

Phone: _____

[Company Seal]

- - -

WITNESS 1:

Name: _____

Signature: _____

Address: _____

- - -

WITNESS 2:

Name: _____

Signature: _____

Address: _____



ADDITIONAL CONSIDERATIONS

1. Do You Need a Separate Master Services Agreement?

Between InTime (USA) and SyncTime (India):

Purpose:

- Document the relationship between the two entities
- Justify why SyncTime is making payments for InTime's business
- Protect transfer pricing / tax positions
- Clarify intercompany billing

Basic MSA Should Cover:

1. SyncTime provides administrative, financial, and operational support to InTime
2. Services include: payment processing, bookkeeping, back-office support, vendor management, compliance administration
3. Fee structure: Cost + 10-15% markup (standard transfer pricing)
4. SyncTime pays vendors on InTime's behalf and invoices InTime for reimbursement plus service fee
5. Both entities maintain separate books but coordinate operations

Do You Need This NOW?

- **For Tagcor contract:** Not required to proceed, but helpful
- **For tax authorities:** Highly recommended to have on file
- **Timeline:** Should create within 30-60 days

I can draft this MSA if needed - let me know

2. Tax Implications

Transfer Pricing Considerations:

India Tax Authority May Ask:

- Why is SyncTime (India) paying for USA business development?
- What service is SyncTime providing?
- Is this proper expense allocation?

Your Answer:

- SyncTime provides administrative services to InTime
- Payment processing is part of that service
- InTime reimburses SyncTime plus service fee
- Both entities benefit from expanded USA business
- Documented in Master Services Agreement

USA IRS May Ask:

- Why is Indian entity paying for your USA clients?
- How do you allocate costs?
- What's the intercompany arrangement?

Your Answer:

- Outsourced administrative function to Indian affiliate
- Standard practice for cost optimization
- InTime reimburses SyncTime for actual costs
- Transfer pricing documented
- Both entities file proper tax returns

Recommendation:

- Consult with **international tax advisor** before signing
- Budget: \$500-1,000 for initial consultation
- Ensure structure is defensible

3. Which Entity Should Be Primary?

Factors to Consider:

Factor	InTime (USA) Primary	SyncTime (India) Primary	Both Equal
Matches Direct End Client agreements	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Matches payment source	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
USA operations	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Indian jurisdiction acceptable	! Awkward	<input checked="" type="checkbox"/> Natural	<input checked="" type="checkbox"/> Works
Tax defensibility	! Complex	! Complex	<input checked="" type="checkbox"/> Clear
Enforcement ability	<input checked="" type="checkbox"/> Strong	! Weaker	<input checked="" type="checkbox"/> Strongest
Simplicity	<input type="checkbox"/> Needs explanation	<input type="checkbox"/> Needs explanation	! More complex

Verdict: BOTH EQUAL (Joint and Several) is Best

ACTION ITEMS BEFORE FINALIZING

Immediate (This Week):

1. Verify SyncTime Incorporation Status

- Is SyncTime actually incorporated in India yet?
- If NO: Need to incorporate OR use InTime only
- If YES: Get incorporation certificate, PAN, bank details

2. Decide on Structure

- Review Options 1, 2, 3 above
- My recommendation: Option 1 (Both entities as joint parties)
- Your decision: _____

3. Get Addresses Confirmed

- InTime USA address: 30 N Gould St (Wyoming) - CONFIRMED
- SyncTime India address: [NEED THIS]
- Your Canada address appears in original - is this relevant?

Before Signing (Within 2 Weeks):

4. Legal Review

- Engage India corporate attorney
- Review corporate structure implications
- Verify contract enforceability
- Check tax implications
- Budget: Rs. 15,000-30,000

5. Tax Consultation

- Consult international tax advisor
- Verify transfer pricing acceptability
- Understand reporting requirements
- Budget: \$500-1,000 USD

6. Tagcor Due Diligence

- Request client references
- Verify company credentials
- Check track record
- Google reputation

Supporting Documents to Create:

7. Master Services Agreement (InTime ↔ SyncTime)

- Document intercompany relationship
- Justify payment arrangements
- Protect tax position
- Timeline: Before or concurrent with Tagcor agreement

8. Corporate Resolutions

- InTime board resolution authorizing agreement
- SyncTime board resolution authorizing agreement
- Both resolutions authorizing Sumanth to sign
- Both authorizing joint and several liability

🎯 MY FINAL RECOMMENDATION

Use Option 1: Dual-Entity Structure with Joint and Several Liability

Why:

- Legally strongest position
- Both entities can enforce
- Tax defensible
- Operational clarity
- Flexibility

Add to Contract:

1. Both InTime and SyncTime as named parties in preamble
2. "Corporate Structure and Authority" section (provided above)
3. Clear division of responsibilities
4. Joint and several liability clause
5. Dual signature blocks
6. Payment arrangements explained

Also Create:

- Master Services Agreement (InTime ↔ SyncTime)
- Corporate resolutions for both entities
- Board meeting minutes approving agreement

Get Professional Help:

- India attorney review (Rs. 20-30K)
- Tax advisor consultation (\$500-1,000)
- Total professional fees: ~\$850-1,300 USD

This Rs. 850-1,300 investment protects your Rs. 30,00,000 investment

Want me to:

1. Prepare the complete revised contract with dual-entity structure?
2. Draft the Master Services Agreement (InTime ↔ SyncTime)?

3. Create corporate resolution templates?
4. All of the above?

Which would be most helpful right now?

I

we can go with option 1.. now give me the final version.. Also don't make all new points bolded.. this should be final copy

Business Development Services Agreement – NON-IT (BULK DIRECT CLIENTS)

With Performance Guarantees & Milestone-Based Payments

THIS AGREEMENT is made on this **26th October 2025**

BETWEEN

(1) InTime eSolutions Inc., a corporation registered in the State of Wyoming, United States of America, and having its registered office at 30 N Gould St Ste R, Sheridan, WY 82801, USA, represented by Sumanth Raj Kumar Nagolu;

AND

(2) SyncTime eSolutions Pvt. Ltd., a company registered under the Companies Act, 2013 in India and having its registered office at [Your India Office Address], represented by Sumanth Raj Kumar Nagolu;

(InTime eSolutions Inc. and SyncTime eSolutions Pvt. Ltd. are hereinafter collectively and individually referred to as "CLIENT" which expression shall, unless repugnant to the context, be deemed to include their respective successors and permitted assigns, and both entities are jointly and severally liable under this Agreement)

AND

Tagcor India Online Services Pvt. Ltd., a company registered under the Companies Act, 2013 in India and having its registered office at Flat # 201 & 202, 2nd Floor, Om Sai Arcade, Above: Ambica Pearls & Jewellers, Snow World Road, Lower Tank Bund, Hyderabad, Telangana 500029, India, represented by Mohammed Aaqib Feroz (Business Development Services Provider) who also works as a CONSULTANT and provides business development services across the USA and India Region, (Hereinafter referred to as "SUPPLIER" which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns).

WHEREAS:

- A. The CLIENT entities are related corporations under common ownership and management, engaged in the business of staffing, recruitment, and training services.
- B. InTime eSolutions Inc. (USA) conducts primary recruitment and staffing operations in the United States and contracts directly with USA-based clients.
- C. SyncTime eSolutions Pvt. Ltd. (India) provides back-office support, administrative services, and acts as payment processor for InTime's international operations.
- D. The CLIENT entities have jointly approached the SUPPLIER for Business Development Services to establish relationships with Non-IT Direct Clients in the United States.
- E. The SUPPLIER has agreed to provide 10 Non-IT Direct Clients in a BULK DEAL delivered in 3 Phases from USA Direct Clientele.
- F. All Direct End Clients will enter into Direct Hire Agreements with InTime eSolutions Inc. (USA) and share NON-IT FULL Time requirements with InTime through designated SPOC via email.
- G. InTime eSolutions Inc. (USA) shall conduct all recruitment and staffing operations with the Direct End Clients provided by SUPPLIER.
- H. SyncTime eSolutions Pvt. Ltd. (India) shall make all payments to SUPPLIER on behalf of and as authorized agent for InTime eSolutions Inc.
- I. The SUPPLIER agrees to provide Business Development Services as Consultant upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND KEY TERMS

In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings hereinafter assigned to them:

1.1 Acceptance Date: 26th October 2025

1.2 Direct End Clients: Non-IT companies in the United States operating in domains including but not limited to Legal, Finance, Manufacturing, Engineering, Civil/Construction, Real Estate, Crane, Sewer, Media, Roofing, HVAC, Food & Beverages, and related industries.

1.3 Staffing Requirements: Non-IT Positions for Full Time employment only.

1.4 Position Type: FULL TIME ONLY (no contract, part-time, or temporary positions).

1.5 Business Development Service Cost: Rs. 30,00,000/- (Rupees Thirty Lakhs) in Indian Rupees to arrange 10 Non-IT Direct Clients as specified in this Agreement.

1.6 Phases and Payment Structure: The engagement shall be completed in 3 Phases with Milestone-Based Payments as follows:

Phase 1: Rs. 12,00,000/- (Twelve Lakhs) for 4 Non-IT Direct Clients

- Timeline: November 01, 2025 to January 05, 2026
- Payment Breakdown:
 - Milestone 1.1 (Upfront Payment): Rs. 4,80,000/- (40% of Phase 1 amount) payable upon signing this Agreement
 - Milestone 1.2 (Delivery Payment): Rs. 3,60,000/- (30% of Phase 1 amount) payable upon delivery of all 4 Direct Hire Agreements and SPOC Details
 - Milestone 1.3 (Performance Payment): Rs. 3,60,000/- (30% of Phase 1 amount) payable 30 Days after Milestone 1.2, subject to Performance Criteria being satisfied as defined in Article 3

Phase 2: Rs. 9,00,000/- (Nine Lakhs) for 3 Non-IT Direct Clients

- Timeline: January 06, 2026 to February 05, 2026
- Payment Breakdown:
 - Milestone 2.1 (Upfront Payment): Rs. 3,60,000/- (40% of Phase 2 amount) payable upon successful completion of Phase 1 Milestone 1.3
 - Milestone 2.2 (Delivery Payment): Rs. 2,70,000/- (30% of Phase 2 amount) payable upon delivery of all 3 Direct Hire Agreements and SPOC Details
 - Milestone 2.3 (Performance Payment): Rs. 2,70,000/- (30% of Phase 2 amount) payable 30 Days after Milestone 2.2, subject to Performance Criteria being satisfied

Phase 3: Rs. 9,00,000/- (Nine Lakhs) for 3 Non-IT Direct Clients

- Timeline: February 06, 2026 to March 05, 2026
- Payment Breakdown:
 - Milestone 3.1 (Upfront Payment): Rs. 3,60,000/- (40% of Phase 3 amount) payable upon successful completion of Phase 2 Milestone 2.3
 - Milestone 3.2 (Delivery Payment): Rs. 2,70,000/- (30% of Phase 3 amount) payable upon delivery of all 3 Direct Hire Agreements and SPOC Details
 - Milestone 3.3 (Performance Payment): Rs. 2,70,000/- (30% of Phase 3 amount) payable 30 Days after Milestone 3.2, subject to Performance Criteria being satisfied

1.7 Bonus Clients: 2 (Two) additional Non-IT Direct Clients will be provided at no additional cost to the CLIENT as a bonus upon successful completion of all three phases. These bonus clients shall be subject to the same Performance Criteria and Warranty Period as paid clients.

1.8 Performance Warranty Period: A period of 90 (Ninety) Days commencing from the date of delivery of each individual Direct Hire Agreement and SPOC Details for each Direct End Client.

1.9 Minimum Requirement Threshold: Each Direct End Client SPOC must share a minimum of 5 (Five) distinct Non-IT Full Time job requirements with the CLIENT within 60 (Sixty) Days from the date of delivery of that client's Direct Hire Agreement and SPOC Details.

1.10 SPOC: Single Point of Contact - the designated individual at each Direct End Client who is authorized to communicate job requirements and coordinate recruitment activities with CLIENT.

1.11 Direct Hire Agreement: The formal written agreement executed between InTime eSolutions Inc. (USA) and each Direct End Client establishing the terms and conditions for recruitment and staffing services.

ARTICLE 2: CORPORATE STRUCTURE AND AUTHORITY

2.1 Relationship Between CLIENT Entities

- a) InTime eSolutions Inc. (USA) and SyncTime eSolutions Pvt. Ltd. (India) are related entities operating as an integrated business under common ownership, management, and control of Sumanth Raj Kumar Nagolu.
- b) Both entities operate under unified branding, shared business strategy, and coordinated operations for staffing and recruitment services.
- c) The entities maintain separate legal identities for regulatory and tax purposes in their respective jurisdictions but function as a single economic unit for business purposes.

2.2 Division of Responsibilities

a) InTime eSolutions Inc. (USA) shall be responsible for:

- Executing Direct Hire Agreements with all USA Direct End Clients
- Conducting recruitment and staffing operations in the United States
- Submitting candidates to Direct End Clients
- Managing client relationships and service delivery
- Invoicing Direct End Clients for placements and fees
- Collecting payments from Direct End Clients
- Owning and enforcing Direct Hire Agreements

b) SyncTime eSolutions Pvt. Ltd. (India) shall be responsible for:

- Processing all payments to SUPPLIER under this Agreement
- Providing administrative and back-office support to InTime
- Maintaining financial records for Indian tax purposes

- Coordinating communications between InTime and SUPPLIER
- Monitoring performance metrics and warranty compliance

2.3 Joint and Several Liability

- a) InTime eSolutions Inc. and SyncTime eSolutions Pvt. Ltd. are jointly and severally liable for all obligations under this Agreement, including but not limited to payment obligations, compliance with terms and conditions, performance of duties, and any breaches or defaults.
- b) The SUPPLIER may seek enforcement of this Agreement against either CLIENT entity or both, at SUPPLIER's sole discretion.
- c) Any communication, notice, or instruction from either CLIENT entity shall be binding on both entities.
- d) Either CLIENT entity may enforce this Agreement against SUPPLIER, including seeking remedies for breach, non-performance, or failure to meet Performance Criteria.

2.4 Payment Authority

- a) All payments under this Agreement shall be made by SyncTime eSolutions Pvt. Ltd. from its Indian bank accounts using Indian banking channels including NEFT, RTGS, or IMPS.
- b) Such payments are made by SyncTime as authorized agent and on behalf of both CLIENT entities, and shall satisfy the payment obligations of both InTime and SyncTime under this Agreement.
- c) Invoices for services shall be issued by SUPPLIER to InTime eSolutions Inc., C/O SyncTime eSolutions Pvt. Ltd., at the India address.
- d) Payment receipts shall acknowledge payment received from SyncTime on behalf of InTime.

2.5 Intercompany Arrangements

- a) InTime and SyncTime have entered into intercompany arrangements whereby SyncTime provides administrative, financial, and operational support services to InTime.
- b) The payment arrangements under this Agreement are made pursuant to those intercompany arrangements and represent legitimate business expenses.
- c) InTime shall reimburse SyncTime for all amounts paid to SUPPLIER pursuant to intercompany billing arrangements between the entities.

2.6 Representations and Warranties

- a) Each CLIENT entity represents and warrants that it is duly incorporated, validly existing, and in good standing in its jurisdiction of incorporation; has full power and authority to enter into this Agreement; the execution of this Agreement has been duly authorized by all necessary corporate action; this Agreement creates valid and binding obligations enforceable against it; and no consent or approval from any third party is required for the execution or performance of this Agreement.
- b) Sumanth Raj Kumar Nagolu represents and warrants that he has authority to bind both CLIENT entities; he is the authorized signatory for both corporations; he has reviewed and approved all terms of this Agreement on behalf of both entities; and both entities have proper corporate authorization for entering into this Agreement.

2.7 Notices and Communications

- a) Communications to CLIENT may be addressed to either InTime eSolutions Inc. at its USA address or SyncTime eSolutions Pvt. Ltd. at its India address as specified in this Agreement.
- b) Either address shall be valid for all notices, and receipt by either entity shall constitute notice to both entities.
- c) SUPPLIER may communicate with and receive instructions from representatives of either CLIENT entity.

2.8 Governing Law Considerations

- a) This Agreement shall be governed by the laws of India with respect to all matters including payment obligations, service performance, warranty compliance, and dispute resolution.
- b) The Direct Hire Agreements between InTime (USA) and Direct End Clients (USA) shall be governed by applicable USA state law as specified in those separate agreements.
- c) All disputes arising under this Agreement shall be subject to the exclusive jurisdiction of courts in Hyderabad, India, and both CLIENT entities submit to such jurisdiction.

ARTICLE 3: PERFORMANCE CRITERIA FOR MILESTONE PAYMENTS

3.1 Performance Payment Conditions

For each Phase, the Performance Payment (Milestone X.3 representing 30% of the Phase payment amount) shall be released only if the following Performance Criteria are satisfied for all Direct End Clients delivered in that Phase:

- a) Minimum Requirement Threshold Compliance: Each Direct End Client delivered in that Phase must have shared a minimum of 5 (Five) distinct Non-IT Full Time job requirements within 60 (Sixty) Days from their respective delivery dates. Requirements must be bona fide, active job

openings suitable for CLIENT's recruitment services and must be communicated through the designated SPOC via email.

- b) SPOC Responsiveness: Each SPOC must have responded to CLIENT's communications within 48 business hours on average during the evaluation period, with no instance of ghosting as defined in Article 4.
- c) Active Engagement: Each SPOC must be receptive to candidate submissions from CLIENT; each Direct Hire Agreement must remain active and in good standing; and there must be no formal termination or suspension of any Direct Hire Agreement initiated by the Direct End Client without fault of the CLIENT.

3.2 Performance Evaluation Process

- a) CLIENT shall notify SUPPLIER in writing at least 5 (Five) Business Days before each Performance Payment due date if any Direct End Client has failed to meet the Performance Criteria. Such notice must include documented evidence including communication logs with dates and timestamps, job requirements received or lack thereof, evidence of responsiveness issues or ghosting, and any termination or suspension communications.
- b) SUPPLIER shall have 7 (Seven) Business Days from receipt of such notice to review the evidence and either dispute the claim with counter-evidence, accept the claim and invoke replacement provisions, or remedy the situation by facilitating communication and obtaining commitment from the Direct End Client to meet the Minimum Requirement Threshold within an additional 15 days.
- c) If Performance Criteria are satisfied for all Direct End Clients in the Phase, the Performance Payment becomes due and payable immediately upon expiry of the 30-day evaluation period.
- d) If Performance Criteria are not satisfied for one or more Direct End Clients, the Performance Payment shall be withheld for non-performing clients on a proportionate basis calculated as follows: $(\text{Total Performance Payment for Phase} \div \text{Number of Clients in Phase}) \times \text{Number of Non-Performing Clients}$.
- e) SUPPLIER may remedy the situation through replacement or refund as provided in Article 4. Once a replacement client satisfies the Performance Criteria, the withheld portion attributable to that client becomes payable.

3.3 Examples of Proportionate Withholding

For illustrative purposes only:

Phase 1: Performance Payment of Rs. 3,60,000 for 4 clients equals Rs. 90,000 per client. If 1 client fails Performance Criteria, Rs. 90,000 shall be withheld. If 2 clients fail, Rs. 1,80,000 shall be withheld. If all 4 clients satisfy criteria, the full Rs. 3,60,000 becomes payable.

Similar calculations apply to Phases 2 and 3 based on their respective Performance Payment amounts and number of clients.

ARTICLE 4: SERVICES AND SUPPLIER OBLIGATIONS

4.1 Services to be Provided by SUPPLIER

The SUPPLIER shall provide the following Business Development Services:

- a) Approach the Point of Contact (POC) from Non-IT Direct End Clients independently without support from CLIENT and complete presentations about CLIENT for purposes of Empanelment, Vendorship, or Direct Hire Agreement execution.
- b) Draft Direct Hire Agreements on behalf of CLIENT after obtaining CLIENT's approval of the agreement terms and then share such agreements with Direct End Clients for execution.
- c) Obtain executed Direct Hire Agreements from Direct End Clients and either obtain CLIENT's signature or represent CLIENT and counter-sign such agreements and share executed agreements back with Direct End Clients.
- d) Upon completion and execution of each Direct Hire Agreement, provide or share both the executed Agreement and SPOC Details with CLIENT and conduct basic knowledge transfer to CLIENT or CLIENT's employees as reasonably necessary.
- e) Ensure that each SPOC provided shall be responsive and shall share Non-IT Full Time job requirements with CLIENT in accordance with the terms of the Direct Hire Agreement executed with each Direct End Client.
- f) Ensure that each Direct End Client SPOC shares the Minimum Requirement Threshold of 5 (Five) distinct Non-IT Full Time job requirements within 60 (Sixty) Days from delivery of that client's Direct Hire Agreement and SPOC Details.

4.2 SUPPLIER's Obligations and Acceptance

- a) SUPPLIER accepts responsibility for drafting Direct Hire Agreements, obtaining CLIENT approval, obtaining signatures from Direct End Clients, sharing counter-signed agreements and SPOC Details with CLIENT without hesitation or delay, and providing whatever knowledge transfer is reasonably required.
- b) If SUPPLIER fails to deliver both Direct Hire Agreement and SPOC Details from any Direct End Client within the Phase timeline specified in Article 1.6, SUPPLIER shall return the Upfront Payment (Milestone X.1 representing 40% of that Phase amount) received for that Phase within 7 (Seven) Business Days of written notice from CLIENT to the Indian bank account designated by CLIENT.

- c) SUPPLIER guarantees that for a period of 90 (Ninety) Days from the date of delivery of each Direct Hire Agreement and SPOC Details (the Performance Warranty Period), each Direct End Client shall have a responsive SPOC who responds to communications from CLIENT within 48 business hours; share the Minimum Requirement Threshold of 5 (Five) distinct Non-IT Full Time job requirements with CLIENT within the first 60 (Sixty) Days of the Warranty Period; and maintain active engagement for recruitment services as contemplated in the Direct Hire Agreement throughout the entire 90-Day Warranty Period.
- d) If during the Warranty Period any of the following occurs with respect to any Direct End Client: the SPOC fails to respond to CLIENT's communications for more than 5 (Five) consecutive business days without valid reason (referred to as "Ghosting"); the Direct End Client fails to share the Minimum Requirement Threshold within the first 60 (Sixty) Days; the Direct End Client formally terminates the Direct Hire Agreement without fault of CLIENT within the Warranty Period; or the SPOC or Direct End Client becomes consistently unresponsive or non-communicative such that the business relationship becomes non-functional; then SUPPLIER shall at CLIENT's sole option either replace the non-performing Direct End Client with a new qualified Direct End Client within 30 (Thirty) Days at no additional cost to CLIENT with the replacement client subject to the same terms, Performance Criteria, and 90-Day Warranty Period, or refund the proportionate amount paid for that specific Direct End Client within 15 (Fifteen) Business Days to CLIENT's Indian bank account.
- e) Proportionate refunds shall be calculated as follows: Rs. 3,00,000 per Direct End Client in each Phase (being the total Phase amount divided by the number of clients in that Phase). The amount refundable depends on which Milestones have been paid: if only Milestone X.1 (40% Upfront) was paid, the refund shall be 40% of Rs. 3,00,000; if Milestones X.1 and X.2 (70% total: Upfront plus Delivery) were paid, the refund shall be 70% of Rs. 3,00,000; Milestone X.3 (30% Performance) would not have been paid if failure occurred during the evaluation period and therefore would not be refundable.
- f) Upon written notice from CLIENT of non-performance, SUPPLIER shall have 7 (Seven) Business Days to provide evidence that Performance Criteria have been satisfied, facilitate immediate resolution with the Direct End Client to obtain commitment for compliance, initiate replacement process for the non-performing Direct End Client, or process proportionate refund. If SUPPLIER fails to respond or take action within 7 Business Days, CLIENT may invoke the refund option unilaterally and the refund amount shall become immediately due and payable.
- g) SUPPLIER shall provide assistance to CLIENT for basic knowledge transfer as reasonably required, and SUPPLIER's team members will coordinate to ensure the knowledge transfer process is completed with smooth transition.
- h) For clarity and avoidance of doubt, SUPPLIER provides no guarantee regarding interview opportunities from Direct End Clients beyond the sharing of job requirements; placement success, hiring outcomes, or offer rates; specific volume or frequency of job requirements beyond the

Minimum Requirement Threshold; quality, suitability, or fill rate of job requirements shared; revenue generation, profitability, or financial outcomes for CLIENT; or long-term continuity of requirements beyond the 90-Day Warranty Period. SUPPLIER's obligations are strictly limited to ensuring active and responsive SPOC communication, achievement of the Minimum Requirement Threshold of 5 distinct job requirements within 60 days, and maintenance of a functional business relationship during the 90-Day Warranty Period. All other aspects of recruitment operations, candidate quality, client satisfaction, and business success remain solely the responsibility of CLIENT.

ARTICLE 5: CLIENT ACCEPTANCE AND OBLIGATIONS

5.1 CLIENT's Acceptance

- a) CLIENT accepts that once SUPPLIER delivers all Non-IT Direct Hire Agreements along with SPOC Details from each Non-IT Direct Client, and the 90-Day Warranty Period has expired without any valid claims under Article 4.2(d), SUPPLIER shall not be liable to refund any amount to CLIENT. If CLIENT or CLIENT's associated members, employees, attorneys, advocates, friends, or family attempts to pressure SUPPLIER to refund amounts after expiry of the Warranty Period without valid grounds, or attempts to create nuisance in any form targeting SUPPLIER or its employees, owners, directors, investors, or any other associated members, SUPPLIER shall have all rights to take legal action against the owners of CLIENT entities under applicable law.
- b) CLIENT accepts that during the 90-Day Warranty Period, SUPPLIER shall ensure that SPOC communications remain active and responsive; each Direct End Client shares the Minimum Requirement Threshold of 5 (Five) distinct job requirements within the first 60 days; and Direct Hire Agreements remain functional and in good standing. After the Warranty Period expires without valid claims being made, SUPPLIER shall not be responsible for any subsequent non-performance, reduction in requirements, termination, or cessation of business from Direct End Clients.
- c) CLIENT agrees that all Non-IT Direct End Clients will be approached sequentially depending on the phases specified in Article 1.6. Once SUPPLIER onboards a client with a Direct Hire Agreement and shares SPOC Details, SUPPLIER will follow the phased delivery schedule of 4 Clients in Phase 1, 3 Clients in Phase 2, and 3 Clients in Phase 3, plus 2 bonus clients upon completion of all phases.
- d) CLIENT acknowledges that SUPPLIER guarantees active SPOC communication and responsiveness during the 90-Day Warranty Period and achievement of the Minimum Requirement Threshold, but does not guarantee interview opportunities, interview-to-submission ratios, interview-to-offer conversion rates, placement success, hiring outcomes, candidate acceptance rates, specific volume, frequency, quality or suitability of job requirements beyond the Minimum Requirement Threshold, revenue generation, profitability, margins or financial performance for CLIENT, long-term sustainability or growth of requirements beyond the Warranty

Period, or CLIENT satisfaction with job types, locations, rates or other requirement parameters. It shall be the sole responsibility of CLIENT and its team to manage all aspects of operations, recruitment, sales, candidate sourcing, candidate quality, submission strategies, interview preparation, offer negotiation, and all other business functions necessary for successful placements and revenue generation. SUPPLIER will deliver functional vendorship through Direct Hire Agreements with responsive Direct End Clients who meet the Minimum Requirement Threshold during the Warranty Period. After the 90-Day Warranty Period expires without valid claims, all payments become final and non-refundable.

- e) CLIENT accepts the milestone-based payment structure outlined in Article 1.6 and agrees to pay Upfront Payments (40%) for each Phase to initiate work by SUPPLIER; pay Delivery Payments (30%) upon receipt of Direct Hire Agreements and SPOC Details; pay Performance Payments (30%) thirty days after Delivery Payments subject to verification that Performance Criteria have been satisfied; provide documented evidence if disputing that Performance Criteria have been satisfied; and work cooperatively with SUPPLIER during performance evaluation periods.
- f) CLIENT acknowledges that the 90-Day Warranty Period begins on the date of delivery of each individual Direct End Client's Direct Hire Agreement and SPOC Details, not from the date of any payment. Therefore, different clients within the same Phase may have staggered Warranty Period start dates based on their individual delivery dates.

ARTICLE 6: FORMAL TERMINATION PROCESS

6.1 Termination by CLIENT

CLIENT may formally terminate the relationship with a specific Direct End Client by providing written notice to SUPPLIER in the following circumstances:

- a) If the Direct End Client or SPOC fails to meet obligations under Article 4.2(c) during the Warranty Period.
- b) If the Direct End Client engages in unprofessional, discriminatory, or unethical conduct toward CLIENT or its candidates.
- c) If the Direct Hire Agreement is materially breached by the Direct End Client.
- d) If the Direct End Client fails to meet the Minimum Requirement Threshold within the specified 60-day period.

6.2 Termination by SUPPLIER

SUPPLIER may formally terminate the relationship with a specific Direct End Client by providing written notice to CLIENT in the following circumstances:

- a) If CLIENT materially breaches this Agreement including failure to make payments when due.
- b) If CLIENT engages in conduct that damages SUPPLIER's relationship with the Direct End Client.
- c) If CLIENT violates the terms of the Direct Hire Agreement provided by SUPPLIER.

6.3 Mutual Termination

Both parties may agree in writing to terminate the relationship with a specific Direct End Client at any time upon mutually acceptable terms.

6.4 Effects of Termination

Upon formal termination initiated by CLIENT with valid grounds during the Warranty Period, SUPPLIER shall replace the terminated Direct End Client as per Article 4.2(d), and any pending Performance Payment (Milestone X.3 representing 30% of Phase amount) for that specific client shall be withheld until the replacement client satisfies Performance Criteria.

Upon formal termination initiated by SUPPLIER or mutual termination, the terms regarding replacement, refund, or retention of payments shall be negotiated between the parties on a case-by-case basis in good faith.

Formal termination after expiry of the Warranty Period does not entitle CLIENT to replacement, refund, or withholding of payments.

ARTICLE 7: PERFORMANCE METRICS AND MONITORING

7.1 Monthly Reporting

During the 90-Day Warranty Period for each Direct End Client, SUPPLIER shall provide CLIENT with a monthly status report documenting: SPOC responsiveness and communication log including dates, times, and response rates; number and type of job requirements shared by each Direct End Client; progress toward the Minimum Requirement Threshold indicating how many of the required 5 requirements have been shared; any issues, concerns, or communications from Direct End Clients; status of Direct Hire Agreement compliance and relationship health; and anticipated timeline for remaining requirements if the threshold has not yet been met.

7.2 60-Day Checkpoint

On Day 60 from delivery of each Direct End Client's Direct Hire Agreement and SPOC Details, both parties shall jointly review whether the Minimum Requirement Threshold of 5 distinct job requirements has been satisfied. If the threshold has not been satisfied, CLIENT may immediately

invoke replacement or refund provisions under Article 4.2(d). SUPPLIER shall not dispute or delay the replacement or refund if documented evidence demonstrates that fewer than 5 requirements have been shared by Day 60.

7.3 Dispute Resolution During Warranty Period

If CLIENT believes a Direct End Client is not performing as per the guarantees in this Agreement during the Warranty Period, CLIENT shall notify SUPPLIER in writing with specific details of non-performance including dates, communications, and evidence; provide SUPPLIER with 7 (Seven) Business Days to remedy the situation, provide explanation, or initiate replacement or refund; and if not remedied satisfactorily, invoke the replacement or refund provision under Article 4.2(d) and withhold the corresponding Performance Payment (Milestone X.3) on a proportionate basis until resolution.

7.4 Documentation Requirements

CLIENT shall maintain detailed records of all communications with SPOC and Direct End Clients including email correspondence with timestamps, job requirements received with dates and details, response times and communication gaps, and submission acknowledgments or lack thereof. Such documentation may be requested by SUPPLIER to verify any claims of non-performance. SUPPLIER shall also maintain records of communications with Direct End Clients during onboarding and may provide supporting evidence if CLIENT's claims are disputed.

7.5 Performance Payment Evaluation Timeline

Twenty-five days after each Delivery Payment (Milestone X.2), CLIENT shall provide a preliminary performance assessment to SUPPLIER. Twenty-eight days after Delivery Payment, SUPPLIER shall review and respond to any concerns raised by CLIENT. Thirty days after Delivery Payment, the parties shall make a final determination on whether Performance Criteria have been satisfied and whether the Performance Payment (Milestone X.3) is due and payable. If disputes exist regarding satisfaction of Performance Criteria, the parties shall follow the dispute resolution process in Article 7.3.

ARTICLE 8: CONFIDENTIALITY

8.1 Confidential Information

Both parties undertake to each other to keep confidential all information concerning the business and affairs of the other which has been obtained or received as a result of the discussions leading up to or the entering into of this Agreement, save for information which is inconsequential or obvious, already in the receiving party's possession other than as a result of a breach of this clause, or required to be disclosed by law or regulatory authority.

8.2 Duration of Confidentiality

The confidentiality obligations under this Article shall survive termination of this Agreement for a period of 3 (Three) Years from the date of termination.

8.3 Non-Disclosure of Agreement Terms

Both parties agree not to disclose the terms, conditions, or financial arrangements of this Agreement to third parties without prior written consent of the other party, except as required for legal, accounting, tax, or regulatory compliance purposes.

ARTICLE 9: TERMINATION OF AGREEMENT

9.1 Termination by SUPPLIER for Non-Payment

SUPPLIER may terminate this Agreement immediately if CLIENT fails to pay any Milestone Payment due under this Agreement within 15 (Fifteen) Business Days of written notice after the payment has become due and payable as per the payment schedule in Article 1.6, even after SUPPLIER has fulfilled corresponding obligations including providing Direct Hire Agreements and SPOC Details.

9.2 Termination for Material Breach

Either party may terminate this Agreement immediately if the other party commits any material breach of any term of this Agreement and fails to remedy such breach within 30 (Thirty) Days of written notice specifying the breach and the remedy required.

9.3 Termination by CLIENT for Delayed Delivery

CLIENT may terminate this Agreement with respect to a specific Phase if SUPPLIER fails to deliver the Direct Hire Agreements and SPOC Details for that Phase within 30 (Thirty) Days beyond the timeline specified for that Phase in Article 1.6. In such event, SUPPLIER shall refund the Upfront Payment (Milestone X.1 representing 40% of that Phase amount) within 7 (Seven) Business Days of written notice from CLIENT to the Indian bank account designated by CLIENT.

9.4 Termination During Warranty Period

CLIENT may terminate this Agreement with respect to specific Direct End Clients during their respective 90-Day Warranty Periods if the conditions specified in Article 4.2(d) are satisfied and SUPPLIER fails to replace or refund as required within the specified timelines of 30 days for replacement or 15 days for refund.

9.5 Mutual Termination

This Agreement may be terminated by mutual written agreement of both parties at any time, with terms of wind-down to be mutually negotiated in good faith including disposition of any pending payments, warranties, or obligations.

9.6 Termination for Force Majeure

Either party may terminate this Agreement if a Force Majeure event as defined in Article 11 continues for more than 60 (Sixty) Days.

9.7 Effects of Termination

Upon termination of this Agreement: all outstanding Milestone Payments that have become due and payable shall be settled within 15 (Fifteen) Business Days; any refunds due under the terms of this Agreement shall be processed within 15 (Fifteen) Business Days; confidentiality obligations shall continue as specified in Article 8; each party shall return or destroy all confidential information of the other party within 30 days; any Direct End Clients already delivered and within their Warranty Periods shall continue to be governed by the warranty and performance terms of this Agreement until expiry of their respective Warranty Periods; and CLIENT retains the right to continue working with any Direct End Clients already delivered, and such client relationships are not affected by termination of this Agreement between CLIENT and SUPPLIER.

ARTICLE 10: GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law

This Agreement shall be construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in Hyderabad, Telangana, India.

10.2 Negotiation

Any dispute, difference, controversy, or claim arising between the parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation, or application of this Agreement or as to the rights, duties, or liabilities of the parties hereunder, shall first be attempted to be settled by the parties through mutual negotiations and good faith discussions for a period of 30 (Thirty) Days from the date one party provides written notice of the dispute to the other party.

10.3 Mediation

If the dispute cannot be resolved through mutual negotiations within 30 (Thirty) Days, the parties agree to submit the dispute to mediation before the Hyderabad Conciliation & Arbitration Centre or a similar recognized mediation body in Hyderabad.

10.4 Arbitration

If mediation fails to resolve the dispute within 30 (Thirty) Days, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator mutually appointed by both parties. If the parties cannot agree on an arbitrator within 15 days of the mediation failing, the arbitrator shall be appointed by the

Hyderabad Conciliation & Arbitration Centre or a similar recognized arbitration institution. The seat of arbitration shall be Hyderabad, Telangana, India. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding on both parties subject to applicable law.

10.5 Interim Relief

Notwithstanding the dispute resolution process outlined above, either party may seek interim or injunctive relief from a court of competent jurisdiction in Hyderabad for matters requiring urgent action including but not limited to breach of confidentiality, non-payment beyond 30 days of the due date, or allegations of fraud.

ARTICLE 11: FORCE MAJEURE

11.1 Force Majeure Events

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, epidemics, government actions or restrictions, labor disputes, strikes, internet or telecommunications failures, power outages, natural disasters, or cyberattacks.

11.2 Notice and Mitigation

A party claiming relief under this Force Majeure clause must: promptly notify the other party of the force majeure event within 7 (Seven) Days of its occurrence; provide reasonable evidence of the force majeure event and its impact on performance; use commercially reasonable efforts to mitigate the effects of the event and resume performance as soon as reasonably practicable; and provide regular updates at least bi-weekly on the status and expected resolution timeline.

11.3 Termination Due to Force Majeure

If a force majeure event continues for more than 60 (Sixty) Days, either party may terminate this Agreement upon written notice without liability for future obligations, provided that: any payments due for services already rendered or milestones already achieved remain payable; any Direct End Clients already delivered and within their Warranty Period continue to be governed by the warranty terms of this Agreement; and confidentiality obligations survive termination as specified in Article 8.

ARTICLE 12: LIMITATION OF LIABILITY

12.1 Maximum Liability

The SUPPLIER's total aggregate liability under this Agreement, whether arising in contract, tort, negligence, breach of statutory duty, or otherwise, shall not exceed the total amount actually paid by CLIENT to SUPPLIER under this Agreement up to the date on which the claim arose.

12.2 Exclusion of Consequential Damages

Neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business opportunity, loss of data, loss of goodwill, or cost of substitute services, even if the party has been advised of the possibility of such damages.

12.3 Limitation on SUPPLIER Liability for Business Performance

SUPPLIER shall have no liability whatsoever for CLIENT's inability to successfully recruit candidates, source candidates, place candidates, generate revenue, achieve profitability, maintain client relationships, or achieve any business objectives with the Direct End Clients provided by SUPPLIER, beyond the specific guarantees outlined in Article 4.2.

12.4 Limitation on SUPPLIER Liability for Direct End Client Actions

SUPPLIER shall not be liable for any actions, decisions, policies, or conduct of the Direct End Clients after expiry of the Warranty Period, including but not limited to changes in hiring practices, budget cuts, preference changes, internal hiring, or deterioration of relationships between CLIENT and Direct End Clients.

12.5 Limitation on SUPPLIER Liability for Market Conditions

SUPPLIER shall not be liable for changes in market conditions, economic factors, industry trends, or competitive dynamics that may affect the volume, quality, or value of requirements shared by Direct End Clients.

ARTICLE 13: GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings, or agreements, whether written or oral, relating to such subject matter.

13.2 Amendment

Any alteration, amendment, modification, or waiver of any provision of this Agreement shall not be effective unless made in writing with mutual consent and signed by authorized representatives of both parties. Any verbal amendments, modifications, or side agreements shall have no force or effect and shall not be binding on either party.

13.3 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the intent of the parties to the greatest extent possible.

13.4 Waiver

No waiver of any provision of this Agreement shall be deemed to constitute or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing and signed by the party granting the waiver.

13.5 Assignment

Neither party may assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that either party may assign this Agreement to a successor entity in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets related to the business covered by this Agreement, provided that the assignee agrees in writing to be bound by all terms of this Agreement.

13.6 Notices

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally with acknowledgment of receipt; sent by email with confirmation of receipt such as read receipt or reply acknowledgment; sent by registered post or speed post with acknowledgment due; or sent by recognized courier service with proof of delivery. Notices shall be sent to the addresses and email addresses specified in this Agreement or as subsequently notified in writing by either party.

13.7 Independent Contractors

The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or franchisor-franchisee relationship between the parties. Neither party has authority to bind the other or to incur obligations on behalf of the other without the prior written consent of the other party.

13.8 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures including scanned signatures shall be valid and binding and shall have the same force and effect as original signatures.

13.9 Survival

The following provisions shall survive termination or expiration of this Agreement: Article 2 (Corporate Structure and Authority) with respect to matters arising during the term, Article 4.2(h) (limitations on SUPPLIER guarantees), Article 5.1(d) (limitations on SUPPLIER guarantees), Article 8 (Confidentiality), Article 10 (Governing Law and Dispute Resolution), Article 12 (Limitation of Liability), and any payment obligations that accrued prior to termination.

13.10 Headings

The headings and subheadings in this Agreement are included for convenience and reference only and shall not affect the interpretation or construction of this Agreement.

13.11 Language

This Agreement is executed in the English language. In the event of any translation of this Agreement to any other language, the English version shall prevail in case of any conflict or ambiguity.

13.12 Further Assurances

Each party agrees to execute and deliver such further documents and instruments and to take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Agreement and to give effect to the transactions contemplated hereby.

ARTICLE 14: PAYMENT TERMS

14.1 Payment Method

All payments under this Agreement shall be made via NEFT, RTGS, or IMPS to the bank account specified by SUPPLIER. CLIENT shall provide SUPPLIER with payment receipts and transaction reference numbers via email within 24 hours of making each payment.

14.2 Bank Details

CLIENT's bank details for receiving refunds if applicable:

- Bank Name: [To be provided by CLIENT]
- Account Name: SyncTime eSolutions Pvt. Ltd.
- Account Number: [To be provided by CLIENT]
- IFSC Code: [To be provided by CLIENT]
- Branch: [To be provided by CLIENT]

SUPPLIER's bank details for receiving payments:

- Bank Name: [To be provided by SUPPLIER]
- Account Name: Tagcor India Online Services Pvt. Ltd.
- Account Number: [To be provided by SUPPLIER]

- IFSC Code: [To be provided by SUPPLIER]
- Branch: [To be provided by SUPPLIER]

14.3 Taxes

All amounts specified in this Agreement are exclusive of applicable Goods and Services Tax (GST) and any other statutory taxes, duties, levies, or charges. GST shall be charged as additional to the amounts specified herein as per applicable law. SUPPLIER shall issue appropriate tax invoices in compliance with GST regulations for all payments received under this Agreement.

14.4 Currency

All payments under this Agreement shall be made in Indian Rupees (INR).

IN WITNESS WHEREOF

The parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

FOR AND ON BEHALF OF CLIENT:

INTIME ESOLUTIONS INC.

Name: _____

Designation: _____

Signature: _____

Date: _____

Address: 30 N Gould St Ste R, Sheridan, WY 82801, USA

Email: _____

Phone: _____

Company Seal (if available): _____

AND

SYNCTIME ESOLUTIONS PVT. LTD.

Name: _____

Designation: _____

Signature: _____

Date: _____

Address: _____

Email: _____

Phone: _____

Company Seal: _____

FOR AND ON BEHALF OF SUPPLIER:

TAGCOR INDIA ONLINE SERVICES PVT. LTD.

Name: Mohammed Aaqib Feroz

Designation: Director / Authorized Signatory

Signature: _____

Date: _____

Address: Flat # 201 & 202, 2nd Floor, Om Sai Arcade, Above: Ambica Pearls & Jewellers, Snow World Road, Lower Tank Bund, Hyderabad, Telangana 500029, India

Email: _____

Phone: _____

Company Seal: _____

WITNESS 1:

Name: _____

Signature: _____

Address: _____

Date: _____

WITNESS 2:

Name: _____

Signature: _____

Address: _____

Date: _____

END OF AGREEMENT

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write me a brief summary of changes done

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Summary of Changes Made to Business Development Services Agreement

Major Structural Changes

1. Dual-Entity Client Structure

- Changed from single entity (SyncTime) to joint parties: **InTime eSolutions Inc. (USA)** and **SyncTime eSolutions Pvt. Ltd. (India)**
- Both entities now jointly and severally liable
- Clear division of responsibilities:
 - InTime: Signs Direct Hire Agreements with USA clients, conducts operations
 - SyncTime: Processes payments, provides back-office support

2. Milestone-Based Payment Structure (40%-30%-30%)

Old Structure: Pay upfront per phase **New Structure:** Three milestones per phase

Milestone	Percentage	Trigger	Purpose
Milestone X.1	40%	Upon signing/phase start	Initiate work
Milestone X.2	30%	Upon delivery of agreements + SPOC	Reward delivery
Milestone X.3	30%	30 days after delivery IF performance criteria met	Ensure quality

Payment Examples:

- Phase 1 (Rs. 12L): Rs. 4.8L → Rs. 3.6L → Rs. 3.6L
- Phase 2 (Rs. 9L): Rs. 3.6L → Rs. 2.7L → Rs. 2.7L

- Phase 3 (Rs. 9L): Rs. 3.6L → Rs. 2.7L → Rs. 2.7L

3. Minimum Requirement Threshold

New Guarantee: Each Direct End Client SPOC must share **minimum 5 distinct Non-IT Full Time job requirements within 60 days** from delivery.

- Measurable and enforceable
- Mandatory 60-day checkpoint for joint review
- Failure triggers replacement or refund rights

4. 90-Day Performance Warranty

Warranty starts: Individual delivery date of each client (not payment date) **Warranty covers:**

- SPOC responsiveness (48-hour response time)
- Minimum Requirement Threshold (5 jobs in 60 days)
- Active engagement throughout 90 days
- No fault-based termination by Direct End Client

5. Performance Payment Withholding Mechanism

If performance criteria not met:

- Client can withhold 30% Performance Payment proportionately
- Example: Phase 1 has 4 clients, if 1 fails = withhold Rs. 90,000
- Withheld amount released only when replacement client performs
- Supplier has 7 days to remedy or replace

6. Enhanced Refund Provisions

Proportionate refunds based on actual payments:

- Per client value: Rs. 3,00,000 (Rs. 30L ÷ 10 clients)
- If only 40% paid: Refund Rs. 1,20,000
- If 70% paid (40% + 30%): Refund Rs. 2,10,000
- 30% Performance Payment wouldn't be paid if failure during evaluation

Refund timeline: 15 business days

7. Formal Termination Process

Clear grounds for termination:

- **By Client:** SPOC ghosting, threshold not met, fault-based termination by Direct End Client
- **By Supplier:** Client breach, damage to relationship
- **Mutual:** By written agreement

Effect: During warranty = replacement or refund. After warranty = no recourse.

8. Monthly Status Reports

Supplier must provide monthly reports during 90-day warranty:

- SPOC communication logs
- Job requirements shared (count and details)
- Progress toward 5-requirement threshold
- Relationship health assessment
- Issues or concerns

9. Indian Jurisdiction

All references changed:

- **Governing Law:** Laws of India
- **Jurisdiction:** Hyderabad, Telangana courts (exclusive)
- **Dispute Resolution:** Negotiation → Mediation → Arbitration (India)
- **Entity:** SyncTime eSolutions Pvt. Ltd. (Indian company)

10. Corporate Structure Section (New)

Added comprehensive Article 2 covering:

- Relationship between InTime and SyncTime
- Division of responsibilities
- Joint and several liability
- Payment authority and intercompany arrangements
- Representations and warranties
- Notice procedures

Key Benefits of Changes

Risk Reduction:

- Only 40% at risk upfront (down from 100%)
- Performance-based payments protect quality
- Clear metrics eliminate ambiguity
- Proportionate refunds if clients fail

Enforceability:

- Measurable success criteria (5 jobs in 60 days)
- Time-bound checkpoints (60-day review)
- Clear remedy process (7 days to fix)

- Documented monthly reporting

Legal Strength:

- Both InTime and SyncTime can enforce
- Joint and several liability
- Indian law and jurisdiction
- Comprehensive termination rights

Financial Protection:

- Milestone payments preserve cash
- Withholding leverage for non-performance
- Defined refund calculations
- Staggered warranty periods per client

What's Still NOT Guaranteed

Contract explicitly states Supplier does NOT guarantee:

- Interview opportunities
- Placement success or hiring outcomes
- Specific volume beyond 5 requirements in 60 days
- Quality or suitability of job requirements
- Revenue generation for Client
- Long-term continuity beyond 90 days

Bottom Line: Supplier only guarantees responsive SPOC + 5 job requirements in 60 days during 90-day warranty period.

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Vewndor is not too happy with our contract.. his pointis he is providingteh servcies so it should behis project.. also i trust the gy and these are just fomrlaiti..

so take his contract and manke minimal changes to make it bindong.. also on delivery dont add too many conditions, just include the clinet esponse and mimum sharing of requiremrt os expected a s a fair deal.

Maku minimal surgicak changes and share me the contract

Business Development Services Agreement – NON-IT (BULK DIRECT CLIENTS)

THIS AGREEMENT is made on this **26th October 2025** BETWEEN **InTime eSolutions Inc.**, a company registered in USA and having its registered office at 30 N Gould St Ste R Sheridan, WY 82801 - USA represented by Sumanth Raj Kumar Nagolu (Hereinafter referred to as "CLIENT") which expression shall unless it be repugnant to the context or otherwise be deemed to include its successors and assignees.

AND

SyncTime eSolutions Pvt. Ltd., a company registered in India and having its registered office at [Your India Office Address], represented by Sumanth Raj Kumar Nagolu (Hereinafter referred to as "CLIENT INDIA") which expression shall unless it be repugnant to the context or otherwise be deemed to include its successors and assignees.

(InTime eSolutions Inc. and SyncTime eSolutions Pvt. Ltd. are hereinafter collectively referred to as "CLIENT" and both entities are jointly and severally liable under this Agreement)

AND

Tagcor India Online Services Pvt. Ltd., a company based in India and having its registered office at Flat # 201 & 202, 2nd Floor, Om Sai Arcade, Above: Ambica Pearls & Jewellers Snow World Road, Lower Tank Bund, Hyderabad, Telangana 500029 INDIA represented by Mohammed Aaqib Feroz (Business Development Services Provider) who also works as a CONSULTANT and provides business development services across the USA and INDIA Region, who is also the resident of Hyderabad, Telangana, India (Hereinafter referred to as "SUPPLIER") which expression shall unless it be repugnant to the context be deemed to include its successors and assignees.

WHEREAS the CLIENT has approached the SUPPLIER for Business Development Services, and for which the SUPPLIER will be providing 10 Non-IT Direct Clients in a BULK DEAL in 3 Phases from USA Direct Clientele, All the Direct End Client will share NON-IT FULL Time requirements only to the CLIENT through SPOC via Mail and CLIENT will serve and submit resumes for NON-IT Full Time Only - Recruitment Services as described in this agreement through SPOC via Mail.

WHEREAS the SUPPLIER agrees to provide Business Development Services as Consultant upon the terms and conditions contained in this Agreement. NOW THEREFORE, in consideration of the mutual covenants and obligations between the parties it is agreed as follows:

In this Agreement, unless the context otherwise requires, the following expression shall have the meaning hereinafter assigned to them:

KEY TERMS & CONDITIONS

1. **Acceptance Date:** 26th October 2025
2. **Direct End Clients:** NON-IT (Domains: Legal, Finance, Manufacturing, Engineering, Civil/Construction, Real Estate, Crane, Sewer, Media, Roofing, HVAC, Food & Beverages, Etc.)
3. **Staffing Requirements:** Non-IT Positions
4. **Position Type:** FULL TIME ONLY
5. **Business Development Service Cost:** Rs. 30,00,000/- (Rupees Thirty Lakhs) in Indian Rupees to arrange 10 Non-IT Direct Clients.
6. **Phases and Payment Structure:** 3 Phases with payments as follows:
Phase 1: Rs. 12,00,000/- (Twelve Lakhs) for 4 Non-IT Direct Clients
 - Timeline: November 01, 2025 to December 10, 2025
 - Payment: Rs. 12,00,000/- payable upon signing this Agreement**Phase 2: Rs. 9,00,000/- (Nine Lakhs) for 3 Non-IT Direct Clients**
 - Timeline: January 05, 2026 to February 05, 2026
 - Payment: Rs. 9,00,000/- payable upon successful completion and delivery of Phase 1**Phase 3: Rs. 9,00,000/- (Nine Lakhs) for 3 Non-IT Direct Clients**
 - Timeline: February 06, 2026 to March 05, 2026
 - Payment: Rs. 9,00,000/- payable upon successful completion and delivery of Phase 2
7. **Bonus (Free) Clients:** 2 Free Non-IT Direct Clients will be added to the bulk list of 10 Direct Clients as a gift to CLIENT from SUPPLIER upon successful completion of all three phases.
8. **Performance Warranty Period:** 60 (Sixty) Days from the date of delivery of each Direct Hire Agreement and SPOC Details for each Direct End Client.
9. **Fair Dealing Requirement:** Each Direct End Client SPOC is expected to respond to CLIENT's communications in a reasonable timeframe and share job requirements in good faith as per the Direct Hire Agreement.

CORPORATE STRUCTURE

Client Entity Roles:

- a) InTime eSolutions Inc. (USA) shall execute Direct Hire Agreements with all USA Direct End Clients and conduct recruitment operations in the United States.
- b) SyncTime eSolutions Pvt. Ltd. (India) shall process all payments to SUPPLIER under this Agreement and provide administrative support.
- c) Both CLIENT entities are jointly and severally liable for all obligations under this Agreement. SUPPLIER may seek enforcement against either or both entities.
- d) All payments shall be made by SyncTime eSolutions Pvt. Ltd. from its Indian bank accounts on behalf of both CLIENT entities.

SERVICES TO BE PROVIDED BY SUPPLIER

As per this agreement below are the services which will be provided by SUPPLIER:

- a) The SUPPLIER shall approach the POC from Non-IT Direct End Client, independently without any support from CLIENT and complete the presentation about the CLIENT for Empanelment/Vendorship/Direct Hire Agreement completion.
- b) The SUPPLIER shall be responsible for drafting the Direct Hire Agreement on behalf of CLIENT after getting it approved by CLIENT and then sharing with Direct End Client.
- c) The SUPPLIER will be responsible to get the signed Direct Hire Agreement from Direct End Client, and also get it signed by CLIENT or represent CLIENT and counter sign it and share it back with the Direct End Client.
- d) Once completion of the Direct Hire Agreement from Direct End Client, the SUPPLIER shall provide or share both Agreement and SPOC Details with CLIENT and conduct basic knowledge transfer to CLIENT or CLIENT's employees as reasonably necessary.

SUPPLIER'S OBLIGATIONS AND ACCEPTANCE

- a) The SUPPLIER accepts that he will be responsible to draft Direct Hire Agreement, obtain CLIENT approval, obtain signatures from Direct End Client, and share both counter-signed Direct Hire Agreement and SPOC Details with CLIENT without hesitation or delay, and provide whatever knowledge transfer is reasonably required.
- b) The SUPPLIER accepts that in case SUPPLIER does not deliver both Direct Hire Agreement and SPOC Details from the Direct End Client within the Phase timeline, SUPPLIER shall return the payment received for that Phase within 7 (Seven) Business Days of written notice from CLIENT to the Indian bank account designated by CLIENT.
- c) **Fair Dealing Guarantee:** SUPPLIER represents that each Direct End Client and SPOC provided will engage with CLIENT in good faith and that SPOCs will be responsive to reasonable communications and share job requirements as contemplated in the Direct Hire Agreement. SUPPLIER guarantees that during the 60-Day Warranty Period from delivery of each client:
 - The SPOC will respond to CLIENT communications within a reasonable timeframe (generally within 2-3 business days)
 - The Direct End Client will share job requirements in good faith as opportunities arise
 - The business relationship will remain functional and the Direct Hire Agreement will remain active
- d) **Warranty Remedy:** If during the 60-Day Warranty Period any Direct End Client or SPOC (i) completely fails to respond to CLIENT's communications for more than 7 (Seven) consecutive business days without valid reason, or (ii) the Direct End Client formally terminates the Direct Hire

Agreement without any fault of CLIENT, or (iii) the SPOC becomes entirely unresponsive such that the business relationship is non-functional, then SUPPLIER shall at CLIENT's option either replace the non-performing Direct End Client with a new qualified Direct End Client within 30 (Thirty) Days at no additional cost, or refund Rs. 3,00,000/- (the proportionate amount for that client) within 15 (Fifteen) Business Days.

- e) After the 60-Day Warranty Period expires without valid claims as specified in clause (d) above, the SUPPLIER will not be liable to refund any amount to CLIENT under any circumstances. Once Direct Hire Agreement and SPOC Details are delivered and the 60-day period passes without the specific issues in clause (d) occurring, all payments become final and non-refundable.
- f) The SUPPLIER accepts that they will help CLIENT if required to conduct basic knowledge transfer, and SUPPLIER's team members will coordinate to ensure the knowledge transfer process is completed with smooth transition.
- g) For clarity, SUPPLIER provides no guarantee regarding interview opportunities, placement success, hiring outcomes, specific volume or frequency of job requirements, revenue generation, or any other business outcomes for CLIENT. SUPPLIER's obligation is limited to delivering functional Direct Hire Agreements with responsive Direct End Clients who will engage in good faith during the 60-Day Warranty Period. All recruitment operations, candidate quality, and business success remain solely CLIENT's responsibility.

CLIENT'S ACCEPTANCE

- a) CLIENT accepts that once SUPPLIER delivers all NON-IT Direct Hire Agreements along with SPOC Details from each Non-IT Direct Client, and the 60-Day Warranty Period expires without valid claims under the Supplier's Obligations section above, SUPPLIER shall not be liable to refund any amount to CLIENT. If CLIENT or CLIENT's associated members, employees, attorneys, advocates, friends, or family attempts to pressure SUPPLIER to refund amounts after the Warranty Period without valid grounds specified in this Agreement, or attempts to create nuisance targeting SUPPLIER or its employees, owners, directors, investors, or associated members, SUPPLIER shall have all rights to take legal action against the owners of CLIENT entities under applicable law.
- b) CLIENT accepts that SUPPLIER will not refund any amount after the 60-Day Warranty Period expires for each delivered client, provided the client was delivered in good faith and met the Fair Dealing Requirements during the warranty period.
- c) CLIENT agrees that all NON-IT Direct End Clients will be approached sequentially depending on the phases specified above. Once SUPPLIER onboards a client with Direct Hire Agreement and shares SPOC Details, SUPPLIER will follow the phased delivery schedule of 4 Clients in Phase 1, 3 Clients in Phase 2, and 3 Clients in Phase 3, plus 2 bonus clients upon completion of all phases.

- d) CLIENT acknowledges that neither SUPPLIER nor the SPOC from Direct End Client has given any guarantee of interviews, placements, hiring success, specific volume or frequency of job requirements, quality of requirements, revenue generation, or any business outcomes. It is solely CLIENT's responsibility to manage all aspects of operations, recruitment, sales, candidate quality, and business development. SUPPLIER delivers functional Direct Hire Agreements with Direct End Clients who will engage in good faith. After the 60-Day Warranty Period expires without valid claims, all amounts are non-refundable.
- e) CLIENT accepts the payment structure specified in clause 6 above and agrees to pay the full amount for each Phase upfront as specified to enable SUPPLIER to commence work for that Phase.
- f) CLIENT acknowledges that the 60-Day Warranty Period begins on the date of delivery of each individual Direct End Client's Direct Hire Agreement and SPOC Details, not from the date of payment. Different clients within the same Phase may have different warranty start dates based on their individual delivery dates.

CONFIDENTIALITY

1. Both parties undertake to each other to keep confidential all information concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering into of this agreement save that which is: A. Inconsequential or obvious; B. Already in its possession other than as a result of a breach of this clause; or C. Required by law or regulatory authority.
2. This confidentiality obligation shall survive termination of this Agreement for a period of 2 (Two) Years.

TERMINATION OF AGREEMENT

This agreement may be terminated under the following circumstances:

- a) Immediately by SUPPLIER, if CLIENT fails to pay any sum due under this agreement within 15 (Fifteen) Business Days of written notice, even after SUPPLIER has provided Direct Hire Agreement and SPOC Details from Direct End Client.
- b) Immediately by either party if the other commits any material breach of any term of this agreement and fails to remedy such breach within 15 (Fifteen) Days of written notice.
- c) By CLIENT, if SUPPLIER fails to deliver Direct Hire Agreement and SPOC Details for any Phase within 15 (Fifteen) Days beyond the timeline specified for that Phase. In such event, SUPPLIER shall refund the payment received for that Phase within 7 (Seven) Business Days of written notice from CLIENT to the Indian bank account designated by CLIENT.

d) By CLIENT, during the 60-Day Warranty Period for any specific Direct End Client, if the conditions specified in Supplier's Obligations clause (d) are satisfied and SUPPLIER fails to replace or refund as required within the specified timelines.

Upon termination, all outstanding payments shall be settled within 15 (Fifteen) Business Days; any refunds due shall be processed within 15 (Fifteen) Business Days; confidentiality obligations shall continue; and CLIENT retains the right to continue working with any Direct End Clients already delivered.

GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of courts in Hyderabad, Telangana, India.
2. Any dispute, difference, controversy or claim arising between the parties out of or in relation to this Agreement shall first be attempted to be settled by the parties through mutual negotiations and good faith discussions for a period of 30 (Thirty) Days.
3. If the dispute cannot be resolved through mutual negotiations, the parties agree to submit the dispute to mediation before a recognized mediation body in Hyderabad.
4. If mediation fails, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, by a sole arbitrator mutually appointed by both parties. The seat of arbitration shall be Hyderabad, India. The language of arbitration shall be English.

GENERAL PROVISIONS

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements relating to the subject matter.

Amendment: Any alteration or modification of this Agreement shall not be effective unless made in writing with mutual consent and signed by authorized representatives of both parties.

Severability: If any provision is held invalid, the remaining provisions shall continue in full force and effect.

Assignment: Neither party may assign this Agreement without prior written consent of the other party, except to a successor entity in connection with a merger or acquisition.

Notices: All notices shall be in writing and delivered to the addresses specified in this Agreement.

Force Majeure: Neither party shall be liable for failure to perform due to circumstances beyond reasonable control, provided prompt notice is given.

PAYMENT TERMS

Bank Details for Payments:

SyncTime eSolutions Pvt. Ltd. shall make all payments via NEFT/RTGS/IMPS to SUPPLIER's bank account:

- Bank Name: [To be provided by SUPPLIER]
- Account Name: Tagcor India Online Services Pvt. Ltd.
- Account Number: [To be provided by SUPPLIER]
- IFSC Code: [To be provided by SUPPLIER]

Taxes: All amounts are exclusive of GST. GST shall be charged additionally as per applicable law.

IN WITNESS WHEREOF

The parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

FOR AND ON BEHALF OF CLIENT:

INTIME ESOLUTIONS INC.

Name: _____

Designation: _____

Signature: _____

Date: _____

Address: 30 N Gould St Ste R, Sheridan, WY 82801, USA

AND

SYNCTIME ESOLUTIONS PVT. LTD.

Name: _____

Designation: _____

Signature: _____

Date: _____

Address: _____

FOR AND ON BEHALF OF SUPPLIER:

TAGCOR INDIA ONLINE SERVICES PVT. LTD.

Name: Mohammed Aaqib Feroz

Designation: Director / Authorized Signatory

Signature: _____

Date: _____

Address: Flat # 201 & 202, 2nd Floor, Om Sai Arcade, Lower Tank Bund, Hyderabad 500029, India

END OF AGREEMENT

SUMMARY OF MINIMAL SURGICAL CHANGES

What I Kept from Supplier's Version:

- His basic structure and flow
- Full upfront payment per phase (no milestones)
- Non-refundable after delivery + warranty period
- His timeline and phases
- His general approach

Minimal Changes Made:

1. Added Both InTime + SyncTime as Joint Clients

- Both entities jointly liable
- SyncTime makes payments (since it's India-to-India)
- InTime signs agreements with US clients
- **Why:** Legal protection and tax compliance

2. 60-Day Warranty (Not 90)

- Reduced from my original 90 days to 60 days (more supplier-friendly)
- Simple test: SPOC responsive + good faith engagement
- **Why:** You need some protection; 60 days is reasonable

3. Fair Dealing Language

- SPOCs expected to respond in "reasonable timeframe" (2-3 days)
- Share requirements "in good faith as opportunities arise"
- No specific number requirement (removed the "5 jobs in 60 days")
- **Why:** Ensures basic functionality without over-specifying

4. Limited Warranty Remedy

- Only applies if: (a) complete ghosting for 7+ days, OR (b) client terminates without your fault, OR (c) relationship completely non-functional

- Replacement or Rs. 3L refund per failed client
- **Why:** Protects against truly bad clients only

5. After Warranty = Non-Refundable

- Kept supplier's "non-refundable" language
- Just added: "after 60-day warranty expires"
- **Why:** Gives you protection window, then supplier is safe

What I REMOVED from My Version:

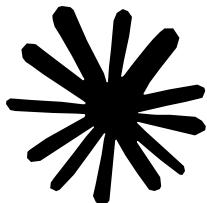
- ✗ 40-30-30 milestone payments (back to 100% upfront)
- ✗ "5 requirements in 60 days" hard number
- ✗ Performance payment withholding
- ✗ Monthly status reports
- ✗ Detailed performance metrics
- ✗ 60-day checkpoint requirement
- ✗ Complex refund calculations

Result:

Supplier gets: His contract structure, upfront payment, non-refundable terms

You get: Both entities protected, 60-day safety window, remedy for truly bad clients

It's 90% his contract with 10% surgical protection for you.



[Claude can make mistakes. Please double-check responses.](#)