**INDEPENDENT CONSULTANT AGREEMENT**

This Independent Consultant Agreement and its attached Statement(s) of Work ("Agreement") is entered into between Syndicated Patent Acquisitions Corporation, a Delaware corporation, headquartered at 1 Market Street, Spear Tower, 35th Floor, San Francisco, California, 94105 ("Company"), and Satish Kumar Rana with an address at 155, Old Gupta Colony, Delhi - 110009 (“Consultant”), on an independent Consultant basis according to the following terms:

**ARTICLE 1. FORMATION OF RELATIONSHIP**

**1.1. Term**

The Company hires Consultant and Consultant accepts work with Company on an independent Consultant basis beginning on \_\_\_\_\_\_\_\_\_\_\_, (the "Effective Date") and terminating twelve months thereafter (the "Termination Date").

**1.2. Agreement Subject to Termination**

Notwithstanding the provisions of Section 1.1, above, this Agreement may be terminated earlier as provided in section 6 hereafter.

**1.3 No employer — employee relationship**

Consultant is an independent Consultant for Company. Consultant is tasked with achieving certain objectives and shall have discretion as to how, when and where the objectives shall be achieved. Nothing in this Agreement shall be construed as creating an employer-employee relationship or as an offer or guarantee of employment now or in the future. Consultant is responsible for all taxes arising from compensation paid in accordance with this agreement and will not be eligible to participate in any Company benefit programs including group healthcare coverage.

**ARTICLE 2. DUTIES, AUTHORITIES AND OBLIGATIONS OF CONSULTANT**

**2.1. Services**

(a) Consultant is hired as an independent Consultant of Company to:

1) perform the services, duties and tasks set forth in the Statement(s) of Work attached hereto and amended from time to time (the "Services"), and,

2) create, finalize and deliver to the Company's satisfaction Consultant's contributions to the items set forth in the Statement(s) of Work attached hereto (the "Deliverables").

(b) In performing the Services, Consultant shall be responsible for how, when, and where the Services are performed and the Deliverables created. Company is interested only in the results obtained by Consultant, who shall have sole control of the manner and means of performing under this Agreement. Consultant shall only have the authority set forth in the Statement(s) of Work attached hereto, and as provided in Section 1.3 is an independent contractor and may not bind the Company.

**2.2. Services Require Specialized Expertise**

In the event Consultant is a company, then since the Services require specialized talents and expertise, Consultant shall provide Satish Kumar Rana as the person primarily responsible for oversight and delivery of Services under this Agreement.

**2.3. Public Display of Affiliation**

Each party agrees to comply with the other’s request to publicly display the parties’ mutual affiliation, including but not limited to the following media: LinkedIn, business cards, website, as well as in conferences, and business meetings.

With reference to conferences and business events that Consultant intends to participate, Company shall have the right to fund 50% of the event registration fee, and lodging and travel to and from the event. In exchange, Consultant will present her/himself in all business interactions as affiliated with Company and make her/his best efforts to promote the Company’s business and interests.

**2.4 No Conflict of Interests**

Each party agrees to immediately inform the other in the event that it recognizes a potential conflict of interest with the other party.

**ARTICLE 3. COMPENSATION**

**3.1. Compensation**

In consideration for the Services and the Deliverables, Company shall pay Consultant Compensation at the rate or fee schedule indicated in the Statement(s) of Work.

**3.2. Expenses reimbursement**

Consultant is responsible for travel and other reasonable expenses incurred by Consultant. Company shall reimburse Consultant for extraordinary expenses that are pre-approved by both parties.

**ARTICLE 4. PROPERTY RIGHTS OF THE PARTIES**

**4.1. Disclosure of Creations, Designs, and Improvements**

The Company and Consultant mutually promise and agree that each party will promptly and fully inform and disclose to the other party all designs, creations, improvements, and discoveries that it makes during the term of this Agreement that pertain or relate to the business of Company or pertain or relate to its Client(s) (as defined in the Statement(s) of Work), whether conceived by the disclosing party alone or with others and whether or not conceived during regular working hours.

**4.2. Ownership of Work Product**

(a) The Company and Consultant mutually promise and agree that any and all intellectual properties, including, but not limited to, the Deliverables, all ideas, concepts, themes, inventions, designs, improvements, and discoveries conceived, developed, or written by either party, either individually or jointly in collaboration with others, pursuant to this Agreement, shall belong to and be the sole and exclusive property of Company.

(b) The Company and Consultant mutually agree to submit any dispute as to whether any intellectual property was conceived, developed, or written pursuant to this Agreement to a review process pursuant to Company's rules and policies.

(c) This section shall not apply to intellectual properties or rights therein derived from either parties activities or employment prior to the time it entered into a Company-Consultant relationship ("Preexisting Rights"). The Company and Consultant mutually agree that those Preexisting Rights are and shall continue to be the exclusive property of the developing party and disclaims any claim of rights of any nature whatsoever thereto.

**4.3. Trade Secrets of Company**

Consultant during the term this Agreement will have access to and become acquainted with various trade secrets, consisting of devices, secret inventions, computer programs, processes, and compilations of information, records, and specifications that are owned by Company and/or its supplier(s) and/or its client(s) and/or its buyer(s) and that are regularly used in the operation of the business of Company and/or its supplier(s) and/or its client(s) and/or its buyer(s). Consultant shall not disclose orally, in writing or via electronic medium, any of these trade secrets, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement. All files, records, documents, drawings, specifications, equipment, and similar items relating to the business or potential business of Company and/or its supplier(s) and/or its client(s) and or its buyer(s), whether prepared by Consultant or otherwise coming into his possession, shall remain the exclusive property of Company and shall not be removed physically or electronically from the premises where the work of Company is being carried on without the prior written consent of Company.

**4.4 Confidential Data of Customers of Company**

In the course of the duties described herein, Consultant may be handling confidential information belonging to Company and/or its supplier(s) and/or its client(s) or prospective buyers including the identity of prospective Buyers. All such data is confidential and shall not be disclosed, directly or indirectly, or used by Consultant in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement.

**ARTICLE 5. OBLIGATIONS OF THE PARTIES**

**5.1 Unfair Competition**

The Company and Consultant mutually acknowledge and agree that the sale or unauthorized use or disclosure of any of a party's trade secrets obtained by the other party during the course of this Agreement, including information concerning a party's current or any future and proposed work, services, or products, the facts that any such work, services, or products are planned, under consideration, or in production, as well as any descriptions thereof, and information provided by third parties pursuant to any Nondisclosure Agreement, constitute unfair competition. The Company and Consultant mutually promise and agree not to engage in any unfair competition affecting the other party at any time, whether during or following the term of this Agreement.

**5.2 Indemnification**

(a) Consultant shall indemnify and hold Company harmless from all liability from loss, damage, or injury to persons or property or other legal action against Company resulting arising from Consultant performance of Services under this Agreement and arising from the commercial or criminal negligence or misconduct of Consultant.

(b) Company shall indemnify and hold harmless Consultant from all liability from loss, damage, or injury to persons or property or other legal action against Consultant resulting arising from the commercial activities contemplated by this Agreement and arising from the commercial or criminal negligence or misconduct of Company so long as the liability or other legal action is not resulting from the commercial or criminal negligence or misconduct of Consultant.

**ARTICLE 6. TERMINATION OF RELATIONSHIP**

**6.1 Termination by either Party**

Either Party may terminate this Agreement at any time.

**6.2 Termination of Agreement on Discontinuance of Business**

If Company or Consultant ceases the operation of all its business, this Agreement shall terminate as of the effective date that operations cease.

**6.3 Effect of Termination**

Upon termination of this Agreement, Consultant shall be entitled only to the monthly or hourly (depending on the base of compensation) compensation as provided for in the SOW, earned prior to the date of termination. Consultant shall be entitled to accrue no further type of compensation as of the date of termination, whether or not provided in the SOW.

Consultant agrees that upon termination of this Agreement, Consultant will return to Company all notes, memoranda, specifications, designs, devices, documents and any material containing or disclosing any confidential or proprietary information of Company, or provided by Company.

**ARTICLE 7. LIMITATION OF LIABILITY**

A PARTY’S LIABILITY TO THE OTHER FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE REPERFORMANCE OF THE SERVICES AND THE CORRESPONDING CONSIDERATION.

NEITHER PARTY SHALL BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF BUSINESS, PROFITS, OR FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR SERVICES, DELIVERABLES OR MATERIALS PROVIDED HEREUNDER.

**ARTICLE 8. GENERAL PROVISIONS**

**8.1 Notices**

Formal notice to be given by either party to the other may be effected either by personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed as provided below but each party may change address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

For Company: For Consultant :

Syndicated Patent Acquisitions Corp. Satish Kumar Rana

1 Market St. Spear Tower, 35th Floor 155, Old Gupta Colony,

San Francisco, CA 94105 U.S.A. New Delhi - 110009 India

**8.2 Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the contractual relationship between Consultant and Company, and contains all of the covenants and agreements between the parties with respect to that subject matter in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

**8.3 Assignment**

Consultant may not assign this agreement without the prior express written consent of Company, said consent to be at the sole discretion of the Company. Notwithstanding the foregoing, Consultant may freely assign this Agreement to a consulting company created to host his consulting services and activities, and in which Consultant is an active equity principal.

**8.4 Partial Invalidity**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**8.5 Mediation. Law Governing Agreement, Venue.**

Any dispute arising under this Agreement will be submitted to a single arbitrator in San Francisco, California mutually selected by the parties. The arbitrator will apply the rules of the American Arbitration Association governing commercial transactions, and his decision will be final and binding on the parties. The arbitrator will award attorney’s fees and costs to the prevailing party. This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws.

**8.6 Marketing**

Each Party shall be able to reference the other Party on its website and other consulting marketing materials as well as to provide a brief mutually agreed description of the consulting engagement.

**8.7 Force majeure**

Either party shall be excused from performance hereunder to the extent that such performance is prevented by fire, flood, earthquakes, acts of God, strikes or other causes beyond the party's reasonable control, providing that the non-performing party notifies the other party in writing as soon as possible of the commencement of the condition preventing its performance and its intent to rely thereon to extend the time for its performance hereunder.

**8.8 No Third Party Beneficiaries**

Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Company and Consultant any rights, remedies or other benefits under or by reason of this Agreement.

WHEREAS the parties have caused this Agreement to be executed as of the date first written.

Signed:

Syndicated Patent Acquisitions Corp.

By: Uzi Aloush By: Satish Kumar Rana

Its: CEO Its: Consultant

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATEMENT OF WORK**

The Project is related to and in support of patent acquisitions and licensing activities. Consultant shall actively participate as a necessary resource for the project, and have primary responsibility as detailed below. Consultant shall use the SynPat Backyard system to perform his work, which records users work, and will adjust its time table in case of work done outside the system, and will provide periodic milestone status reports as the parties shall jointly define over the course of the engagement.

Consultant shall dedicate sufficient time for SynPat’s projects to provide all the following deliverables:

Services pertaining to patent acquisitions and licensing and related activities as requested by Company and agreed by the parties from time to time.

**OTHER MATTERS**

Company and Consultant may identify and agree on additional projects during the course of this SOW, and shall adjust compensation as set forth in Paragraph 1 below accordingly.

**AUTHORITY AND RESPONSIBILITY**

Consultant shall have the authority to represent the Company in fulfilling the following duties and responsibilities:

1. TBD
2. TBD
3. TBD

No changes in the scope of the above listed authorities will be valid except if made specifically, in writing.

**COMPENSATION**

In return for receiving the deliverables, Company will pay Consultant the sum of:

1. **Monthly Compensation**: number of hours actually worked \* $22
2. **Bonus Compensation**: annual amount based on performance.