

## Subcontractor Agreement

**By executing below, you and any representative of your organization agree to the terms and conditions contained herein in its entirety.**

Billing Address:

RCM Technologies (USA), Inc.

Agreed this 21 day of March 2019

ACCEPTED & AGREED BY:

Itlize Global LLC	RCM Technologies (USA), Inc.
242 Old New Brunswick Road, Suite # 250,	<div></div>
Piscataway, NJ 08854	
Mitesh Chedda	
Signature	
H. R. Director	
DATE	DATE

## Subcontractor Agreement

**THIS AGREEMENT is entered into by and between RCM TECHNOLOGIES (USA), INC. a Nevada Corporation and Itlize Global LLC NJ (Hereafter referred to as "SUBCONTRACTOR").**

### **RECITALS:**

WHEREAS, RCM TECHNOLOGIES (USA), INC. is engaged in the supply of Information Technology personnel for their respective CLIENTS; and

WHEREAS, SUBCONTRACTOR is also engaged in the supply of Information Technology personnel for their respective CLIENTS; and

WHEREAS, RCM TECHNOLOGIES (USA), INC. and SUBCONTRACTOR acknowledge mutual benefit in referring personnel and CLIENT information to each other on an as-needed basis;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is hereby agreed as follows:

### **1. SERVICES**

(a) RCM TECHNOLOGIES shall make known to SUBCONTRACTOR certain requirements for consulting personnel as defined by its CLIENTS;

(b) SUBCONTRACTOR agrees to refer qualified personnel to RCM TECHNOLOGIES in response to such CLIENT requirements;

(c) All qualified candidates will be referred without regard to race, color, religion, national origin, sex, age, or disability.

(d) If acceptable candidates are found, RCM TECHNOLOGIES shall retain consulting services of such candidate (hereafter referred to as "CONSULTANT") from SUBCONTRACTOR in exchange for the fees set forth in ATTACHMENT A of this Agreement.

### **2. STATEMENT OF WORK**

(a) When RCM TECHNOLOGIES and SUBCONTRACTOR have agreed upon the nature, staffing, and time schedule for the Work to be provided, they shall complete a Statement of Work, substantially in the form thereof attached hereto as Attachment A (the "Statement of Work"), which shall then be incorporated herein by this reference and attached hereto and named "Statement of Work No. {xxxxx} under SUBCONTRACTOR AGREEMENT, dated on the day services commence. The Statement of Work shall provide in detail, among others, the specifics of the Work to be performed, the required results of the Work to be performed, the hourly billing rate for CONSULTANT, and the time schedule for the project.

(b) Statement of Works, changes to Statement of Works, and amendments to this Agreement shall be effective only if in writing accompanied by dated signatures of authorized representatives of both parties. Replacement pages initialed and dated by authorized representatives of each party will be sufficient for that purpose. Unless otherwise indicated, a change or amendment shall be effective on the date signed by both parties. In the event of a discrepancy or conflict between the terms of this Agreement and those of any Statement of Work, the terms of the Statement of Work shall control, provided that authorized representatives of both parties have executed the Statement of Work.

### **3. RELATIONSHIP**

(a) During the term of this Agreement, the parties hereto shall be independent contractors.

(b) SUBCONTRACTOR shall assume all employer responsibilities for CONSULTANT, which includes all employer related costs, payroll taxes, benefits, per diem, etc. SUBCONTRACTOR shall conform to all applicable Federal and State employment laws and regulations. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind.

#### **4. TAX REQUIREMENTS**

SUBCONTRACTOR will be responsible for all required Federal and State Payroll (income), Employment Withholding taxes, and workers compensation insurance. BEFORE STARTING WORK, SUBCONTRACTOR agrees to provide RCM TECHNOLOGIES a copy of the SUBCONTRACTOR firm's (1) "Articles of Incorporation" as filed and approved by the state of incorporation, (2) a copy of "Form SS-4" issuing Federal Identification Number, (3) General Liability Insurance of \$1,000,000 with RCM TECHNOLOGIES as named Certificate Holder, and (4) Form W-9, a Certificate of EIN. Failure to supply these documents within 30 days of signing this Agreement will be construed as a breach of this Agreement. RCM TECHNOLOGIES must ensure it can safely pass an audit if there were ever one and we require all our partners to be compliant with these documents to be on file.

#### **5. FEE**

(a) RCM TECHNOLOGIES shall pay to SUBCONTRACTOR an all-inclusive fee for the Work performed hereunder in accordance with the fee(s) and payment terms set forth in Attachment A.

(b) RCM TECHNOLOGIES will remit payment on approved work only (i.e. CLIENT approved timecards)

(c) SUBCONTRACTOR shall utilize RCM TECHNOLOGIES timecards and submit each week for approval by AUTHORIZED CLIENT personnel. SUBCONTRACTOR shall submit an invoice to RCM TECHNOLOGIES based upon these approved timecards.

(d) Payment terms to SUBCONTRACTOR will be based on the agreed "billing period" specified on the signature page of this Statement of Work. SubContractor can invoice weekly.

#### **6. TERM**

The term of this Agreement shall commence on the date of execution, and will terminate upon completion of all services to be performed by SUBCONTRACTOR or its CONSULTANT under this Agreement, or upon no less than 14 days prior written notice from one party to the other of termination of this Agreement, whichever occurs later.

#### **7. CONSULTING SERVICES AGREEMENT**

SUBCONTRACTOR is aware that RCM TECHNOLOGIES receives a fee for staffing and technical support services provided to CLIENTS. CONSULTANT will not enter into any working relationships, directly or indirectly, with any RCM TECHNOLOGIES' account which excludes RCM TECHNOLOGIES while this Agreement is in effect and for twelve (12) months following termination of this Agreement. A RCM TECHNOLOGIES account is defined as any RCM TECHNOLOGIES account where the SUBCONTRACTOR is presented in good faith for the purpose of consulting work or has been directly informed of the account by RCM TECHNOLOGIES in the course of presenting the account to the SUBCONTRACTOR. The SUBCONTRACTOR and its CONSULTANT shall be informed by RCM TECHNOLOGIES prior to making any presentation on his/her behalf. In addition, SUBCONTRACTOR agrees that it or any of its CONSULTANTS cannot accept employment from RCM TECHNOLOGIES' CLIENT or END-CLIENT – an entity ultimately receiving services from RCM TECHNOLOGIES – or work indirectly for said CLIENT for the term of this Agreement and for twelve (12) months following termination thereof unless agreed to by both parties in writing.

7.1 SUBCONTRACTOR agrees to refrain from recruiting other RCM TECHNOLOGIES' CONSULTANTS to work on NON-RCM TECHNOLOGIES accounts which exclude RCM TECHNOLOGIES for the term of this Agreement and for twelve (12) months following termination thereof.

7.2 Solicitation of AUTHORIZED CLIENT. SUBCONTRACTOR agrees to refrain from the placement of personnel, whether temporary, consultant or permanent, either directly or indirectly, at the AUTHORIZED CLIENT (or end-client that work is being performed for) during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement.

7.3 SUBCONTRACTOR and its CONSULTANT(s) will work non-exclusively on projects and contracts as specified in this Agreement. These services will be performed in accordance with good business ethics and professional conduct. SUBCONTRACTOR'S CONSULTANT shall be compensated according to the Agreement for each project. SUBCONTRACTOR or its CONSULTANT(s) shall submit a weekly timecard of all billable project activities to RCM TECHNOLOGIES.

7.4 This Agreement shall be governed and construed in accordance with the laws of the State of the residence of the executing RCM TECHNOLOGIES office. The recitals contained above in this Agreement are hereby deemed by the

parties hereto as warranties and representations. They contain all of the understandings, terms and agreements pertaining to the relationship between SUBCONTRACTOR and RCM TECHNOLOGIES. Each party agrees that there has been no other representation, promise or agreement, orally or otherwise, by either part, except as provided herein or subsequently agreed to in another agreement, and that no other agreement or statement shall be valid or binding. Any modification of this Agreement must be in writing and signed by both parties.

## **8. PROPRIETARY INFORMATION AND CONFIDENTIALITY**

8.1 SUBCONTRACTOR understands that in the course of the assignment its CONSULTANT(s) may be exposed to certain proprietary CLIENT information including, by way of example and not limitation, processes, equipment, function and design manufacturing procedures and other information related to the business of CLIENT which is considered to be highly confidential.

8.2 SUBCONTRACTOR and any of its agents or CONSULTANT(s) agrees not to disclose to unauthorized persons or publish documents, papers, etc., which relate directly or indirectly to such proprietary or confidential information or discoveries that maybe developed under the course of this assignment without having first obtained the written consent of both RCM TECHNOLOGIES and an authorized representative of CLIENT.

8.3 SUBCONTRACTOR further agrees that, at the termination or expiration of work performed for RCM TECHNOLOGIES' CLIENT, SUBCONTRACTOR or its CONSULTANT(s) shall promptly return to CLIENT any software listings, disks, programs, notebooks, writings, drawings, blueprints or other reproductions of such confidential or proprietary information which are in his or her possession.

8.4 SUBCONTRACTOR represents that he or she has full and unrestricted right to disclose any information, knowledge, or data to the CLIENT without incurring any legal liability. Additionally, CLIENT shall have the full and unrestricted right to utilize any such information as it may see fit, subject only to such prior rights in others as may arise under the Patent and Copyright Statues.

8.5 SUBCONTRACTOR or its CONSULTANT(s) obligation of confidentiality shall not apply to:

- (a) Information already known to SUBCONTRACTOR or its CONSULTANT prior to the date of this Agreement as verified by documentary evidence; or
- (b) Information received from a third party who has not received the information directly or indirectly from CLIENT; or
- (c) Information which is or has become publicly known through no fault of SUBCONTRACTOR or its CONSULTANT(s).

## **9. INVENTIONS**

SUBCONTRACTOR and its CONSULTANT(s) shall promptly disclose and assign to CLIENT all inventions, including software, hardware, concepts, etc. conceived or first reduced to practice, whether patentable or not, and whether made solely by SUBCONTRACTOR or its CONSULTANT(s) or jointly with others, resulting from or suggested by any services which SUBCONTRACTOR'S CONSULTANT may provide under this assignment. Such inventions are to become the property of CLIENT whether or not patent applications are filed thereon. SUBCONTRACTOR or its CONSULTANT(s) shall maintain no rights of ownership over such inventions. SUBCONTRACTOR agrees that from time to time, upon request and without charge for his services beyond the payments herein specified, he will assist CLIENT and its nominees in every proper way during and subsequent to the term of this Agreement to obtain for their own benefits patents for such inventions in any or all countries of the world. SUBCONTRACTOR will execute all necessary papers, including assignments, rights, titles, and interest in and to such inventions, patent applications and patents.

## **10. CONSENT TO DRUG AND ALCOHOL TESTING**

10.1 SUBCONTRACTOR understands and agrees that RCM TECHNOLOGIES is committed to providing a drug and alcohol free workplace and that the company tests all applicants who may receive job offers from the Company for drugs and alcohol at the SUBCONTRACTOR'S expense as a condition of employment and may conduct other drug and alcohol testing under circumstances as outlined in this notification. RCM TECHNOLOGIES utilizes various vendor screening services for Drug, Alcohol, and Background Checking Services. The service providers may change from time to time, but the terms of this Agreement will remain intact regardless of the screening services provider.

10.2 SUBCONTRACTOR agrees in the process of doing business with RCM TECHNOLOGIES that SUBCONTRACTOR'S CONSULTANT might be required by RCM TECHNOLOGIES to undergo Drug and Alcohol Testing. SUBCONTRACTOR recognizes that CONSULTANT(s) it represents to RCM TECHNOLOGIES is often conditional upon taking and passing a Drug and Alcohol Test stipulated by RCM TECHNOLOGIES' relationship with its CLIENT. SUBCONTRACTOR agrees to allow RCM TECHNOLOGIES to test its CONSULTANT(s) when appropriate and required by RCM TECHNOLOGIES for purposes of meeting its agreements with RCM TECHNOLOGIES CLIENTS.

10.3 SUBCONTRACTOR further understands its CONSULTANT(s) may be subject to subsequent Drug and/or Alcohol Testing during the course of the project under the following circumstance as RCM TECHNOLOGIES may dictate and decide:

(a) When a reasonable suspicion exist that SUBCONTRACTOR or its CONSULTANT(s) is under the influence of any illegal Drug or Alcohol in violation of the Company's Substance Abuse Policy. Reasonable suspicion means suspicion based on information regarding, among other things, the appearance, behavior, speech, attitude, mood and/or breath odor of any employee;

(b) When SUBCONTRACTOR or its CONSULTANT(s) is found in possession of Alcohol or illegal Drugs in violation either RCM TECHNOLOGIES or its CLIENT'S Substance Abuse Policy, or when any of those items are found in any area controlled or used by SUBCONTRACTOR or its CONSULTANT(s), such as a deck, cubicle, office, or personal locker provided by end CLIENT;

(c) After SUBCONTRACTOR or its CONSULTANT(s) has been referred by RCM TECHNOLOGIES for chemical dependency treatment or evaluation, or while SUBCONTRACTOR or its CONSULTANT(s) have participated in a chemical dependency treatment program under an employee benefit plan;

(d) If SUBCONTRACTOR or its CONSULTANT(s) holds a sensitive position (according to Department of Defense regulations), or is involved in safely-sensitive functions or hazardous job sites, testing may include post-accident, random, reasonable suspicion, Alcohol and Drug screening; and

(e) For any other reasons required by law.

## **11. CONSENT FOR A BACKGROUND CHECK**

11.1 SUBCONTRACTOR or its CONSULTANT(s) agrees to comply with RCM TECHNOLOGIES' request for a background check, and further agrees to and understands that an investigative report may be requested that will include information which may pertain to the SUBCONTRACTOR or its CONSULTANT'S character, work habits, performance, and experience, along with reasons for termination of past employment. SUBCONTRACTOR or its CONSULTANT(s) understand that as directed by RCM TECHNOLOGIES policy and consistent with the job described, RCM TECHNOLOGIES may be requesting information from public and private sources about SUBCONTRACTOR or its CONSULTANT(s) workers compensation injuries, driving record, criminal record, court record, education, credentials, credit and references. SUBCONTRACTOR or its CONSULTANT(s) further agrees to supply authorization and consent necessary for RCM TECHNOLOGIES to complete these tasks as it sees fit to comply with all necessary contract paperwork that RCM TECHNOLOGIES must itself meet under its own policies and its CLIENT obligations.

11.2 SUBCONTRACTOR or its CONSULTANT(s) hereby authorizes, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference or insurance company contacted by an RCM authorized agent to furnish the information described in Paragraph 11.1.

11.3 SUBCONTRACTOR or its CONSULTANT(s) agrees to and understands that the information it provides to carry out background checks is required by law enforcement agencies and other entities for positive identification purposes when checking public records. This is confidential and will not be used for any other purposes. SUBCONTRACTOR or its CONSULTANT(s) agrees to hereby release RCM TECHNOLOGIES and its agents and all persons, agencies, and entities providing information or reports about me from any and all liability arising out of the requests for or release of any of the above mentioned information or reports.

## **12. RCM TECHNOLOGIES' HARASSMENT POLICY**

12.1 SUBCONTRACTOR or its CONSULTANT(s) is aware of the policy of RCM TECHNOLOGIES that all employment relationships shall be conducted in an environment that is not intimidating, hostile or offensive. Harassment based upon an individual's age, race, creed, color, religion, national origin, sex, sexual orientation, disability, veteran status, marital status or any other basis prohibited by applicable local, state or federal law will not be tolerated at RCM TECHNOLOGIES. Harassment includes, but is not limited to:

- (a) Verbal Harassment
- (b) Physical Harassment
- (c) Visual Forms of Harassment
- (d) Sexual Harassment

12.2 SUBCONTRACTOR or its CONSULTANT(s) I aware that all employees, including those in non-supervisory positions, are prohibited from engaging in harassment. RCM TECHNOLOGIES will take action – up to and including discharge – against any employee or consultant who engages in such behavior. SUBCONTRACTOR understands and agrees that any of its CONSULTANT(s) who is found in violation of this policy will be immediately dismissed from further working with RCM TECHNOLOGIES' CLIENTS. SUBCONTRACTOR acknowledges the importance of such a policy and will respect RCM TECHNOLOGIES' decisions at all times.

12.3 RCM TECHNOLOGIES takes allegation of harassment very seriously. Any employee of SUBCONTRACTOR or its CONSULTANT(s) who believes he or she has been subject to harassment by any RCM TECHNOLOGIES CLIENT supervisor, management official, fellow employee, customer, client, vendor or any other person in connection with their working relationship with RCM TECHNOLOGIES should immediately bring the matter to the attention of their SUBCONTRACTOR manager. If they are uncomfortable in discussing the matter with their immediate manager, they should freely contact the nearest Human Resources Department available to them at their work location.

12.4 All complaints of harassment will be investigated promptly and, where necessary, corrective action, up to and including immediate discharge, will be taken. No employee or CONSULTANT will be punished or suffer any adverse employment action as a result of bringing any good faith harassment complaint to RCM TECHNOLOGIES' attention. All complaints will be held in the strictest confidence; they will be investigated fully and those involved will be treated with respect.

### **13. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

### **14. ASSIGNMENT**

Neither this Agreement nor any duties or obligations nor amounts due hereunder shall be assignable by one party without the prior written consent of the other party. In the event of an assignment by one party to which the other party has consented, the assignee or its legal representative shall agree in writing with the other party to assume, perform and be bound by the covenants, obligations and agreements contained herein.

### **15. SOLICITATION OF CONSULTANT**

RCM TECHNOLOGIES agrees to refrain from the placement of SUBCONTRACTOR'S personnel assigned to AUTHORIZED CLIENT (unless the position is clearly identified on the Statement of Work), whether temporary, consultant or permanent, either directly or indirectly, at other CLIENT firms or customers for a period of twelve (12) months following the termination of this Agreement, without the written consent of SUBCONTRACTOR, or without the execution of a new "SubContractor Agreement".

### **16. LIABILITY**

RCM TECHNOLOGIES shall not be liable to SUBCONTRACTOR for more than the fees and expenses to be paid under this Agreement.

### **17. COMPLETE UNDERSTANDING; MODIFICATION**

This Agreement, together with all the attachments, exhibits and addenda attached hereto, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

### **18. HEADINGS**

Section headings are included for convenience only and are not to be used to construe or interpret this Agreement.

#### **19. NOTICES**

All notices, referrals and invoices pertaining to this Agreement shall be in writing and sent by email, post office mail or faxed at the noted addresses and contacts on the Execution SubContractor Agreement page.

#### **20. INDEMNIFICATION**

SUBCONTRACTOR hereby indemnifies and holds RCM TECHNOLOGIES, its CLIENTS, partners, employees, agents and representatives, harmless from and against any and all cost, expense, damage, liability and other form of financial detriment, including attorney's fees, which may be claimed, alleged or actually incurred by reason of SUBCONTRACTOR'S actual negligence and/or intentional wrong doing in relating to the terms, conditions and/or subject matter of this Agreement, including, but not by way of limitation, acts or omissions inconsistent with being an independent corporation.

#### **21. FORCE MAJEURE**

SUBCONTRACTOR shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond the reasonable control of SUBCONTRACTOR, including, without limitation, acts of God, war or action of a government entity; provided that SUBCONTRACTOR provides RCM TECHNOLOGIES with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.

#### **22. CORRESPONDENCE**

All notices, referrals and invoices pertaining to this Agreement shall be in writing and sent by email, post office mail or faxed.







