

### Third Party Sub Contract Agreement

This Agreement is entered into as of 12/7/2021 by and between **Despani Technologies Inc** a NJ State Corporation (Fed ID # 84-5156906 ) as ("Subcontractor") with corporate offices at 90 East Hasley Rd, Ste. 333 #443, Parsipanny, NJ 07054 and CAT Software Services Inc., a New Jersey State Corporation, and its divisions, wholly owned subsidiaries and affiliates, (hereinafter collectively referred to as CAT Software Services Inc.)

#### **1. Consulting Services**

**a.** Subcontractor agrees to supply CAT Software Services Inc., on an as needed basis, with a member or members of Subcontractor's Staff ("Personnel") to perform, under the supervision and direction of clients of CAT Software Services Inc. ("Client"), such information technology services as are described in the Work Schedule(s) attached as Exhibit A ("Work Schedule") to this Agreement. All work performed and services provided hereunder shall be under the direction and supervision of Client(s).

**b.** Subcontractor shall not, except to the extent consistent with the requirements of this Agreement, be prohibited in any way from performing any services for any other individual or company during the period of this Agreement. At any time, CAT Software Services Inc. may arrange for other subcontractors, independent contractor or CAT Software Services Inc.' own employees to provide the same or similar services to Client.

**c.** Subcontractor represents and warrants that Subcontractor's execution and delivery of this Agreement and the performance of its duties hereunder do not, and will not, breach or conflict with any obligation of Subcontractor or Personnel to a previous employer, client or other party or any obligation to keep confidential any information acquired by Subcontractor or Personnel prior to the date hereof. Subcontractor further represents and warrants that it will not, and shall cause Personnel not to, make use of any proprietary information, ideas or material of others in connection with Subcontractor's engagement by CAT Software Services Inc.

**d.** Subcontractor represents and warrants that it has been engaged in the business of providing information technology services and maintains books and records in the ordinary course of its business reflecting such activities.

#### **2. Compensation**

**a.** Subcontractor shall submit a monthly invoice along with a copy of approved timesheets to CAT Software Services Inc., only for hours actually worked and approved by the client, at an hourly rate as indicated on the Work Schedule. CAT Software Services Inc., will pay Sub Contractor 60 days (Net 60) from the date of invoice received. The initial Work Schedule will be considered automatically renewed on a month-to-month basis until the termination of the assignment or until the issuance of a subsequent Work Schedule for the same project assignment. Additional Work Schedules may be added hereto for the contract extension of consultants(s), changes in bill rates, different assignments or additions of Consultants. Subcontractor and Personnel shall receive no other compensation or benefits for services provided hereunder. In order to be paid, Subcontractor must submit an invoice to CAT Software Services Inc. with backup time sheets of Personnel signed by an authorized representative of CAT Software Services Inc. Clients. The difference between amounts paid to Subcontractor by CAT Software Services Inc. and the amounts billed to Clients by CAT Software Services Inc. shall compensate CAT Software Services Inc. for its services in identifying Subcontractor and Client, arranging interviews, performing administrative functions hereunder and other services. Subcontractor is entitled to compensation per its invoices only upon CAT Software Services Inc receipt of funds from the client for that invoice, and with no CAT Software Services, Inc liability otherwise, because Subcontractor agrees that the client controls the payment of consulting fees to Subcontractor. At the request of and as a convenience to Subcontractor, CAT Software Services, Inc may deliver funds to it prior to receiving funds from the client. In that event, If CAT Software Services, Inc does not receive funds from the client that cover all hours set forth in contractors invoice to CAT Technology, Inc for which such delivery of funds was made, then Subcontractor must pay CAT Software Services, Inc an amount equal to any funds delivered by CAT Software Services, Inc to Subcontractor based upon hours set forth in that invoice for which the client has not made payments to CAT Software Services, Inc. Such repayments shall be due immediately upon written demand mailed to Subcontractor. Generally CAT Software Services, Inc pay the invoices upon 30 days from the date of invoice received.

**b.** In no event shall Subcontractor or Personnel be entitled to participate in any employee benefit programs or fringe benefits, which may be offered by Client, CAT Software Services Inc., or their affiliates.

**c.** Subcontractor shall not, and shall cause Personnel to not, disclose Subcontractor's or Personnel's rate of pay to any third party, including without limitation, any Client, customer or co-worker. Any such disclosure may result in Subcontractor's and/or Personnel's immediate termination.

d. If client withholds payment or requests a refund of previous payments, CAT Software Services, Inc., will notify the Subcontractor. Subcontractor shall refund amounts paid by CAT Software Services, Inc., at the rates shown in Exhibit A when CAT Software Services, Inc., is required to refund to Customer payments or Client withholds payments to CAT Software Services, Inc. Subcontractor will not be entitled to payments withheld by Client. If Subcontractor believes payment is being unreasonable withheld or a refund is being unreasonable requested, CAT Software Services, Inc., will take all reasonable measures to resolve the payment dispute. However, CAT Software Services, Inc., decision for payment is final and absolute.

e. CAT Software Services, Inc. will not be liable to pay any invoices submitted by subcontractor after 60 days from the original due date. Subcontractor should submit accurate invoices along with the approved timesheets on a monthly basis without fail to CAT Software Services, Inc.

### **3. Relationship / Term / Guarantee**

a. Subcontractor and Personnel shall function under this Agreement solely as independent contractors performing services for CAT Software Services Inc. and / or Clients, and not as employees, partners or joint ventures.

b. Subcontractor's services hereunder shall be "at will" and provided only on an as needed basis without any commitment as to minimum use by CAT Software Services Inc. or Client. Sub-contractor acknowledges and agrees that this Agreement may be terminated at any time by CAT Software Services Inc., and that nothing in this Agreement or otherwise shall confer upon Subcontractor or Personnel any right to provide services to CAT Software Services Inc. or any Client or restrict the right of CAT Software Services Inc. to terminate this Agreement at any time.

c. If for any reason Client or CAT Software Services Inc. is dissatisfied with a particular individual provided by Subcontractor, Subcontractor will remove such person immediately and, if requested by CAT Software Services Inc. replace them as soon as practicable. If a Contract Worker provided by the Subcontractor (i) quits, (ii) is removed by Subcontractor, or (iii) is removed for one of the reasons specified above, in each case within the first two weeks (10) working days, Subcontractor will not charge CAT Software Services Inc., for the time such Contract Worker spent on the assignment.

d. Subcontractor may voluntarily terminate the services of any individual by giving 30 days written notice to CAT Software Services, Inc. Failure of Subcontractor to provide thirty (30) days written notice will result in CAT Software Services, Inc., withholding payment for sub-contractor's invoices.

### **4. Confidential Information / Intellectual Property / Non-Disclosure / Non-Interference**

a. Subcontractor acknowledges, and shall cause Personnel to acknowledge, that in the course of Subcontractor's engagement by CAT Software Services Inc., Subcontractor and Personnel may be provided with, or have access to, Confidential Information belonging to CAT Software Services Inc., Client or other parties. Confidential Information includes any and all information which any party may consider proprietary or otherwise wish to keep confidential, including, without limitation, customer lists, computer programs, schematics, source code, object code, cost or profit figures and projections, credit information, current, future or proposed products or services, plans and technology, business forecasts, financial records, accounting records, and technical information included in, or on, tracings, flow charts, drawings, field notes, calculations, specifications and engineering data. Subcontractor shall not, and shall cause Personnel to not, use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information, except to the extent required in the performance of Personnel's assignment with Client.

b. Subcontractor agrees not to, and shall cause Personnel not to, disclose, indirectly or directly, to CAT Software Services Inc. or any Client any information or data the disclosure of which would constitute a violation of any obligation to, or infringe the rights of, any third party.

c. Subcontractor agrees, and has caused Personnel to agree, that any inventions, works of authorship or other intellectual property, including, but not limited to, source code and documentation, conceived, developed, originated, or reduced to practice by Subcontractor or Personnel or under Subcontractor's or Personnel's direction during Personnel's assignment to Client shall be the sole and complete property of Client, whether as a work made for hire or otherwise. Subcontractor hereby assigns and conveys, and has caused Personnel to assign and convey, Subcontractor's and Personnel's entire right, title and interest to any and all resulting copyrights, patents and trade secrets to Client or to its customer, as the case may be. Subcontractor agrees to execute, and to cause Personnel to execute, all applications or registrations for patents and copyrights, and any other instruments deemed necessary or helpful for Client to secure and enforce its rights. Subcontractor shall make no, and shall cause Personnel to make no, charge or claim for additional compensation or any other consideration for signing such documents. Subcontractor shall, and shall cause Personnel, promptly and without prior request, to disclose to Client all such inventions, works of authorship and other intellectual property.

d. Upon the termination of any Personnel's assignment to any Client, Subcontractor agrees immediately to return, and to cause Personnel to return, to Client all information, data and any other materials supplied by or obtained from Client in the course of the, along with all copies thereof in Subcontractor's and Personnel's possession and/or control.

e. Subcontractor acknowledges and agrees that Subcontractor shall address all questions, information, comments, criticisms and/or complaints about compensation, payments, benefits, personnel policies, working conditions or terms and conditions of the working relationship with Contractor or CAT Software Services, Inc to the CAT Software Services, Inc supervisor designated by CAT Software Services to interface with Subcontractor and/or Representative, including without limitation, complaints of harassment or discrimination. Subcontractor acknowledges and agrees that under no circumstances whatsoever, shall Subcontractor address questions, comments, criticism or complaints about or related to Subcontractors or representatives compensation or benefits to any customer, client or any clients employees, managers, officers or independent contractors. Subcontractor acknowledges and agrees that under no circumstances whatsoever shall subcontractor disclose to any customer, or its employees, managers, officers and/or independent contractors any information concerning or relating to the compensation including but not limited to rate and/or benefits provided to Subcontractor and/or Representative arising out of or related to CAT Software Services, Inc's relationship with customer and/or client.

f. Subcontractor acknowledges and agrees, and shall cause Personnel to acknowledge and agree, that the disclosure of any Confidential Information or any other violation of the terms of Section 4 of this Agreement would cause immediate and irreparable injury, loss and damage to CAT Software Services Inc., Client and/or its customers and that an adequate remedy at law for such injury, loss and damage may not exist, and that in the event of such disclosure or threatened disclosure, CAT Software Services Inc., Client and/or its customers shall be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce a provision of this Agreement, without the necessity of proof of actual damage or loss.

#### **5. Limitation on Employment with clients**

Except as provided by this Agreement, or as may be consented to by CAT Software Services Inc. in writing, Subcontractor agrees, and shall cause Personnel to agree, as a condition of this Agreement and the assignment of Personnel to Client that neither Subcontractor nor Personnel will solicit or accept an offer of employment with, or otherwise directly or indirectly, on a full-time, part-time or temporary basis, provide information technology services to Client or its affiliates until the expiration of one year after termination of this Agreement without payment of CAT Software Services Inc. of a finders fee in the amount of \$20,000 per assignment. Subcontractor shall, and shall cause Personnel to, immediately notify CAT Software Services Inc. if Client or any affiliate solicits Subcontractor or Personnel with an offer of employment.

#### **6. Representations and Warranties of Subcontractor**

a. Personnel are the employees of Subcontractor and Personnel are not, and shall not be deemed to be, employees of CAT Software Services Inc. or Client. Subcontractor shall be solely responsible to pay, when due, salaries, wages and other forms of compensation or reimbursement and all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges payable to, or on behalf of, Personnel providing services hereunder. Subcontractor shall indemnify and hold CAT Software Services Inc. harmless from and against, and in respect of, any and all Losses (as defined below) arising out of claims from Personnel. On or before commencement of services under any Work Schedule, Subcontractor shall deliver to CAT Software Services Inc. an original Personnel Confidentiality Agreement, executed by all Personnel named in each Work Schedule.

b. Subcontractor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and has the full power and authority to own or lease its properties and to carry on its business as it is now being conducted, as is qualified to conduct business as a foreign corporation in all jurisdictions in which the nature of the business contemplated by this Agreement requires such qualification. Subcontractor has been engaged in the business of providing information technology services since the date set forth on the first page of this Agreement and maintains books and records in the ordinary course of its business reflecting such activities. Subcontractor's federal tax identification number is set forth on the signature page of this Agreement. The board of directors of Subcontractor has taken all actions required by applicable law, the articles of incorporation or by laws or otherwise, to authorize the transactions contemplated by this Agreement.

c. Subcontractor shall maintain the following policies of insurance at all times while performing services under this Agreement and for one year thereafter. :

- i. Workers' Compensation and Employee's Liability Insurance as prescribed by law,
- ii. Comprehensive General Liability (Bodily Injury and Property Damage) Insurance, in an amount not less than \$ 1,000,000 per occurrence.

The foregoing insurance shall provide (a) that it may not be terminated without prior written notice to CAT Software Services Inc., (b) that Client, CAT Software Services Inc. and their respective directors, officers, employees and affiliates are additional insured, (c) that it is primary coverage with respect to all insured and (d) a waiver of subrogation against Client, CAT Software Services Inc. and their respective directors, officers, employees and affiliates.

**d.** Subcontractor has provided or will, prior to commencement of any services hereunder, provide to SUB-CONTRACTOR certificates of incorporation and insurance or other documentary evidence of the representation set forth above.

**e.** Subcontractor warrants that all services provided hereunder shall be of the highest professional standards, quality and workmanship and shall be provided using Subcontractor's and Personnel's independent skill and judgment in the means and manner that we most suitable to perform the work contemplated hereunder. While on the site of Client's business, Subcontractor shall, and shall cause Personnel too, abide by Client's applicable rules and regulations at all times.

**f.** All information provided by Subcontractor to CAT Software Services Inc. or upon which CAT Software Services Inc. has relied; including, without limitation, resumes, interviews and references, is complete, true and correct in all material respects. There is no fact which materially and adversely affects the ability of Subcontractor and Personnel to provide the services contemplated hereunder which has not been expressly and fully set forth to CAT Software Services Inc.

**g.** Subcontractor shall be strictly liable for all breaches of this Agreement by Personnel and other actions of Personnel in performing services under or in connection with this Agreement.

**h.** Subcontractor shall fully comply, and shall cause Personnel to fully comply, with the employment eligibility verification and other provision of the Immigration Reform and Control Act of 1986 and regulations promulgated there under, as such may be amended from time to time, and Subcontractor shall not provide to CAT Software Services Inc. any Personnel if Subcontractor knows, or has any reason to believe, that such Personnel is not authorized to perform the services required under the applicable Work Schedule in the United States. Subcontractors shall complete a Form I-9 accurately and completely for all Personnel and shall provide a true and correct copy of the Form to CAT Software Services Inc. prior to assigning Personnel to Client. Subcontractor shall comply with all rules and regulations of the Department of Labor regarding Labor Condition Application attestation and shall comply with all site-posting and other requirements related to prevailing wages. If applicable, Subcontractor has delivered to CAT Software Services Inc. true and correct copies of any Labor Condition Application and/or other materials necessary or desirable to establish Personnel's ability to work in the United States.

**i.** Subcontractor understands that failure to commence the Services set forth in this agreement will create serious and substantial hardship for CAT Software Services, Inc., and that it will be difficult, if not impossible, to prove the amount of damages suffered by CAT Software Services, Inc. Thus, if subcontractor fails to commence the services of their candidate/s, Subcontractor agrees to pay CAT Software Services, Inc., \$5000 as liquidated damages per candidate.

## **7. Indemnity**

**a.** Subcontractor is solely and entirely responsible and liable for the services provided to Client hereunder by Personnel and CAT Software Services Inc. shall have no liability of any kind for such services. Subcontractor shall be solely responsible to determine the employment eligibility of Personnel. Subcontractor shall be solely responsible to determine the scope and requirements of each project from Client prior to undertaking any work hereunder. No undertaking by CAT Software Services Inc. to describe or list the requirements of Client shall result in any liability of CAT Software Services Inc. to Subcontractors hereunder. Subcontractor shall indemnify and hold CAT Software Services Inc., its affiliates, agents, officers, directors and employees, harmless from and against, and in respect of, any and all liabilities, losses, damages, settlements, claims, costs and expenses, including, but not limited to, reasonable attorneys' fees, and any and all actions, suits, proceedings, demands, penalties, assessments or judgment costs and expenses incident to the foregoing ("Losses") arising out of the provision of services by Subcontractor under this Agreement or the breach of this Agreement or the Personnel Agreement by Subcontractor or Personnel.

**b.** Subcontractor agrees that in the event CAT Software Services Inc. is assessed or re-assessed by any applicable federal, state or other authority, or that any claim is made against CAT Software Services Inc. respecting any failure by CAT Software Services Inc. to deduct or withhold from payments made to Subcontractor any amounts required to be deducted or withheld by law, Subcontractor shall pay to CAT Software Services Inc. the amount of money that may be required by the applicable authority to be paid by CAT Software Services Inc. to fully satisfy any claim made by the authority against CAT Software Services Inc.



## **8. Non-Solicitation**

a. During the term of this Agreement and for twelve months thereafter, Subcontractors shall not solicit for hire or offer employment to, on a full-time, part-time or temporary basis, any employees or former employees of CAT Software Services Inc. or Client's until the expiration of twelve months after termination of this Agreement.

b. During the term of this Agreement and for twelve months thereafter Subcontractor shall not solicit any business directly or indirectly through any entity whatsoever and/or present any candidates directly or indirectly to CAT Software Services Inc's client or Client's Client introduced under this Agreement on a full-time, part-time or temporary basis, until the expiration of twelve months after the termination of this Agreement.

c. During the term of this Agreement and for twelve months thereafter, CAT Software Services Inc. agrees to attempt to enforce the non-solicitation clause as specified in the Client Service Agreement between CAT Software Services Inc. and end-client. Furthermore, if CAT Software Services Inc. is notified that the client has an interest in employing the consultant, CAT Software Services Inc. agrees to discuss the matter with the Subcontractor and act as directed by the Subcontractor. However, CAT Software Services Inc. does not guarantee that the client and the consultant will not come to terms on employment without the involvement of the CAT Software Services Inc.

## **9. Miscellaneous**

a. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to that subject matter.

b. Subcontractor may not, without the express written permission of CAT Software Services Inc., assign or pledge any rights or obligations hereunder.

c. No amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto. No waiver by SUB-CONTRACTOR of any provision or condition of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same time or any prior or subsequent time.

d. The provisions of this Agreement and the covenants herein contained shall be construed independently of each other, it being the express intent of the parties hereto that the obligations of, and restrictions on, the parties as provided herein shall be enforced and given effect to the fullest extent legally permissible.

e. This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey. In no event shall the choice of law be predicated upon the fact the fact that Sub Contractor is incorporated or has its corporate headquarters in a certain state.

f. Any law suit or court action between the parties shall be filed in Bergen County of New Jersey in New Jersey. If any party hereto shall bring an action against the other party hereto arising out of this agreement whether or not by reason of the breach of any covenant warranty representation or condition of this agreement or any schedule or exhibit hereto whether for declaratory, equitable legal or statutory relief of any kind, the prevailing party shall be entitled to such party's reasonable attorneys fees and costs of suits, which shall be payable whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above-

**Despani Technologies Inc**


**CAT Software Services Inc.**

**Fed / Tax ID Number: 84-5156906**

**Fed / Tax ID Number: 86-2994990**

By: Sravan Kesharaju  
Signature  
**Sravan Kesharaju**  
Printed Name  
**Vice President**  
Title

By: \_\_\_\_\_  
Signature  
**Rahul Jaiswal**  
Printed Name  
**Director**  
Title

**Signature:**   
Sravan Kesharaju (Dec 8, 2021 07:40 EST)

**Email:** [sravan@despanitech.com](mailto:sravan@despanitech.com)






# CSS Sub-Contract Agreement-Despani Tech

Final Audit Report

2021-12-08

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