



1838, Snake River Road,
Suite A, Katy, Texas 77449

Master Service Agreement

This Agreement is made by and between **Cambay Consulting, LLC** ("Company") whose principal place of business at **1838, Snake River Road, Suite A, Katy, TX 77449** and the undersigned counter **IQBean INC** ("Vendor") having its principal place of business/residence at **1212 Veloce Dr, Plano, TX 75074**. This agreement governs the terms and conditions under which the Vendor or its personnel shall provide certain services to or on behalf of Cambay Consulting, LLC.

Purpose. Company has entered into a contract with the Vendor to provide certain IT Project Management services.

The Company shall engage the Vendor or its personnel as identified and mentioned in **Appendix A** "Statement of Work" on an independent contractor basis to provide professional services in their area of expertise and/or such other services as may be required by Company from time to time.

Vendor or its personnel will periodically submit a report to Company.

Effective Date. This agreement shall be binding and deemed effective when executed by all parties (the "Effective Date").

1. Prevalent Terms

- 1.1. **Consulting Relationship.** During the term of this Agreement, Vendor or its personnel will provide consulting services to the Company or Company's Client as described on **Appendix A** hereto (the "Statement of Work"). Vendor represents that Vendor personnel is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. Vendor or its personnel shall use its best efforts to perform the Services such that the results are satisfactory to the Company.
- 1.2. **Independent Contractor.** Vendor or its personnel is an independent contractor, nothing in this agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties. The Vendor or its personnel warrants and represents that it will continue to act as an independent entity notwithstanding any degree of direction or control exerted over it by Company. Vendor or its personnel has full power to enter into this Agreement, and performance by Vendor or its personnel does not violate any other agreement, past or current, with any other party;
- 1.3. **Indemnification.** The Vendor, at its own expense agrees to defend, indemnify and hold harmless Company, its employees, agents, successors and third parties to protect from any claim, demand, cause of action, loss, damage, expense or liability (including an attorney's fees) that may be incurred by Company to the extent that it is based on a claim that Vendor, in the course of its engagement, infringed or violated the patent, copyright, license or other



1838, Snake River Road,
Suite A, Katy, Texas 77449

proprietary right or a third party, or otherwise acted negligently, improperly or illegally in the performance of its duties pursuant to the terms of this Agreement.

Vendor shall have full responsibility for applicable withholding taxes for all compensation paid to its personnel or Consultants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Vendor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Vendor agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to its personnel or Consultant.

- 1.4. **No Authority to Bind Company.** Vendor acknowledges and agrees that Vendor and its personnel have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company. Vendor and its personnel shall have no signatory rights to bind the Company in any way.
- 1.5. **Conflicts with this Agreement.** Vendor represents and warrants that neither Vendor nor any of the personnel is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Vendor represents and warrants that Vendor and its personnel performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Vendor and its personnel in confidence or in trust prior to commencement of this Agreement. Vendor warrants that Vendor and its personnel has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Vendor and its personnel has gained from third parties, and which Vendor and its personnel discloses to the Company or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Vendor agrees that Vendor and its personnel shall not bundle with or incorporate into any deliveries provided to the Company herewith any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Company. Vendor represents and warrants that Vendor and its personnel has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Vendor's obligations under this Agreement. Vendor or its personnel will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former Client, employer or third party in the performance of the Services.
- 1.6. The Vendor and its personnel agrees that the information pertaining to the Company or its Client acquired during the term of this Agreement constitutes confidential information or trade secrets and agree not to disclose such to anyone during the term of this Agreement and one year after the termination of the project. This paragraph shall survive termination of the Agreement.

1.7. The Company shall be the sole and exclusive owner of any and all materials that result from, or that are created, developed, conceived, reduced to practice, discovered, invented or made by Vendor and its personnel (whether solely or jointly with others) in connection with the performance of the Services, or that pertain to the Company or otherwise by using Confidential Information of the Company or its subsidiaries. All such materials will constitute “works made for hire” by Vendor’s personnel for Company, and the ownership of such materials will vest in Company at the time they are created. To the extent that any such materials are not “works made for hire” under applicable copyright or other laws, Vendor and its personnel hereby assigns and transfers to Company, or its designee, all right, title and interest that Vendor and its personnel may now or hereafter have in them, and agrees to assist the Company, or its designee, at the Company’s reasonable expense, in every proper way to secure the Company’s rights in them and the intellectual property rights relating to them in any territory during the term of Services hereunder and thereafter. Vendor hereby waives and irrevocably quitclaims to the Company any and all claims, of any nature whatsoever, which Vendor and its personnel now or hereafter has for infringement of any and all such proprietary rights assigned to the Company. Also, best practices that are considered public domain knowledge will not be considered property of the Company if they are used.

2. Confidential Information. Vendor agrees that at no time (either during or subsequent to the term of this Agreement) will Vendor and its personnel disclose or use, except in pursuit of the business of company or any of its subsidiaries or affiliates, any Proprietary and Confidential Information of Company, or any subsidiary or affiliate of Company, acquired during the term of this Agreement. The term “Proprietary and Confidential Information” shall mean, but is not limited to, all information which is known or intended to be known only to company, its subsidiaries and affiliates, and their employees, including any document, record, financial or other information of Company, or others in a confidential relationship with Company, and further relates to specific business matters such as the Company financial information, identity of clients and patents, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other information relating to other business of Company, its subsidiaries and affiliates, and their employees. Vendor agrees not to remove from the premises of Company except as necessary for Vendor and its personnel to perform services in accordance with the terms of this Agreement, any document, record, or other information of Company or its affiliates.

Vendor agrees to return or destroy, immediately upon termination of the services hereunder, any and all documentation relating to Proprietary and Confidential Information of Company and of others that is in the possession of Vendor and its personnel, in whatever format it may be maintained, whether provided to, or developed by, Vendor and its personnel, and to provide a certificate of destruction if required by Company.



1838, Snake River Road,
Suite A, Katy, Texas 77449

Notwithstanding the foregoing, the restrictions contained shall not apply to any Proprietary and Confidential Information that (i) is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate), (ii) is independently developed by a person not a party to this Agreement without the use, directly or indirectly, of Proprietary and Confidential Information, or (iii) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

3. Services. Vendor will support Company in providing part/all of the following services;

- 3.1. The scope of work is to be clearly defined on a project to project basis.
- 3.2. **Revision and Changes** – While the Company is entitled to some revisions within the original scope of the contract (while not affecting the agreed upon schedule), revisions outside the original scope, will be negotiated separately. In the event that additional assignments are agreed upon between the Vendor and the Company, the parties shall do so in writing describing the additional assignments, including the fees and schedule for that specific assignment (“the Additional Services”).
- 3.3. Work submitted for review will be considered accepted unless it's rejected in writing within 5 business days. In the rejection notice, Company or its Client will clearly spell out all changes required while staying within the decided scope of work.
- 3.4. Vendor and its personnel has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Vendor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

4. Payment. Vendor shall invoice the Company for consulting services bi-weekly, as agreed in the statement of work (SOW) and as specified in **Appendix B “Compensation”**. No other charges for travel, living or per diem shall be billable or payable. All taxes applicable to any amounts paid by Company to Vendor under this Agreement are the Vendor liability. Company shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workers’ compensation.

Vendor declares that it is duly registered with the income tax authorities (IRS) and any federal, state and city tax authorities. Vendor shall be responsible for, and shall indemnify and hold the Company harmless from, all payments required to be made with respect to social security, any taxation body or other third party in consequence of the provision of the Services or the remuneration provided in connection therewith; and without derogating from the foregoing, the Company shall be entitled to offset any such amount from payments that are to be paid to the Vendor under this Agreement.



1838, Snake River Road,
Suite A, Katy, Texas 77449

5. **Non-Solicitation & Non-Compete.** Without the written permission from Company, Vendor agrees that during the term of this Agreement or 12 months thereafter Vendor and its personnel shall not in any way, directly or indirectly, individually or through any other entity solicit, join, divert or take away any personnel of Company or its Client who were served or referred on behalf of Company, or otherwise compete for accounts. Vendor also agrees breach of any of the terms in the Agreement shall entitle Company recover damages (including attorney fees) for any loss sustained and the profit which Company would have received but for said breach.

During the term of this Agreement and 12 months thereafter, Company shall not in any way, directly or indirectly, individually or through any other entity solicit, join, divert or take away any personnel of Vendor.

During the period starting on the Effective Date and ending 18 months after termination or expiration of this agreement (the "Non-Competition Period"), Vendor or its personnel will not engage in any Restricted Activity.

6. **Warranties.** Vendor warrants and represents to Company that:

- 6.1. All Services will be performed in a professional and workmanlike manner and all Services and Work Product delivered under this Agreement will conform and operate in all respects to the related specifications and terms set forth therein;
- 6.2. Vendor or its personnel has the ability, experience, expertise, and resources to provide the Services and to perform all its obligations hereunder. Vendor or its personnel shall perform all duties and obligations under this Agreement with the highest degree of professionalism, loyalty and to the full satisfaction of the Company. Vendor or its personnel is free to provide the Company with the Services, upon the terms contained in this Agreement, and there are no legal, commercial, or contractual restrictions preventing the Vendor or its personnel from fully performing all duties hereunder.
- 6.3. Vendor or its personnel has full power to enter into this Agreement, and performance by Vendor or its personnel does not violate any other agreement, past or current, with any other party;

The Vendor or its personnel is not under any obligation or restriction, nor will the Vendor assume any, which would interfere or present a conflict of interest with the Services performed under this Agreement.

Vendor or its personnel will notify the Company immediately should anything occur or come to its attention which would or might prevent it from providing the Services at the level required by the Company. In these circumstances, the Company may terminate this Agreement immediately, without any advance notice, in respect of which the Vendor or its personnel will not be entitled to any damages or payment other than the Fees (as defined below in **Appendix B**) for Services provided to the Company prior to termination.



1838, Snake River Road,
Suite A, Katy, Texas 77449

- 6.4. No portion of the Work Product is confidential or proprietary to Vendor or its personnel, or any third party;
- 6.5. Vendor or its personnel shall comply with all of the obligations as set forth under this Agreement with respect to Vendor;

Where the Vendor or its personnel discovers that it has or might have at some point in the future, any personal interest in Company business, or a conflict of interest arising out of or in connection with the Services then, immediately upon discovery, Vendor or its personnel shall notify the same to the Company in writing. Without derogating from any other rights under this Agreement or under law, the Company may require the Vendor or its personnel to cease to have any such personal interest or conflict of interest, as the case may be or to immediately terminate this Agreement.

- 6.6. Vendor or its personnel shall personally provide Company with the Services. The Vendor or its personnel shall provide the Company with reports, in the manner and form, as may be requested from time to time by the Company.
- 6.7. The Vendor or its personnel has, and will have throughout the term of this Agreement, all approvals, permits, visas and licenses required pursuant to any law to provide the Services in accordance with this Agreement, and shall continue to hold such approvals, permits and licenses during the term of this Agreement.

- 7. **Term and Termination.** The initial term of this agreement begins from the date of execution of this agreement and will continue for **2** years from the date mentioned above unless terminated earlier, except that the confidentiality obligations and all enforcement rights of Company shall survive any expiration or other termination of this Agreement. At the end of each Term this agreement will automatically renew for a renewal term of **12** months, unless terminated earlier ("Renewal Term"). Either party may elect not to renew this agreement, by providing notice to the other party at least **15** Business Days' before the end of the Term. During the Notice Period, the Vendor or its personnel must continue to discharge and perform its duties and obligations under this Agreement, unless otherwise directed by the Company. Notwithstanding the foregoing, Company may terminate this Agreement with or without cause at any time upon 15 days prior written notice to Vendor. The Company will settle full amount, which is undisputed, unpaid and due for completed Services described in the invoice submitted by the Vendor or its personnel within 7 business days of the termination date.

Upon termination of this Agreement or at the request by the Company, the Vendor or its personnel shall immediately return to the Company all assets in the Vendor or its personnel possession or control which belong to, or have been entrusted to, the Company. The Vendor shall neither have, nor retain, any proprietary interest in such assets.



1838, Snake River Road,
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8. General Provisions

1. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Company.

2. **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

3. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth on the signature page or as subsequently modified by written notice.

4. **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws.

Disputes. All disputes or claims arising out of or relating to this Agreement shall be resolved in accordance with the provisions of this Section. First, the disputing Party shall give the other Party written notice of the controversy or claim in accordance with the notice provision of this Agreement (the "Notice"). The Parties will attempt in good faith to resolve each controversy or claim within thirty (30) days following the delivery of the Notice by negotiations between senior executives of the Parties who have settlement authority. If the controversy or claim has not been resolved within thirty (30) days following delivery of the disputing Party's Notice, then Parties may submit the dispute or controversy to a court of competent jurisdiction. Nothing in this Section shall be deemed to prohibit or restrict either Party from (a) seeking injunctive relief or (b) seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this Agreement.

In the event any action is instituted by a party to enforce any of the terms and conditions contained herein, the prevailing party in such action shall be entitled to such reasonable attorneys' fees, costs, and expenses as may be fixed by a court of competent jurisdiction.

5. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

6. **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake,



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labour disputes, shortages of supplies, riots, war, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control.

In the event there occurs a Force Majeure event. If the Force Majeure event continues beyond 45 (forty five) days, either may terminate the agreement by providing 15 (fifteen) days' notice in writing to other party and after lapse of 45 days of Force Majeure the agreement shall stand terminated automatically on expiry of 45th day.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

8. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

The parties have executed this Agreement as of the date first written above.

CAMBAY CONSULTING, LLC

IQBean INC

Signed by: _____

Signed by: _____

Name:

Name:

Title:

Title:

Date:

Date:



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APPENDIX A

Statement of Work

This Appendix is issued pursuant to the Master Service Agreement dated 9/4/2020 by and between Cambay Consulting, LLC (Company) and IQBean INC (Vendor).

Vendor Details: IQBean INC

Name: Wajahath Quraishi

Title: Sr. Project Manager

Phone: 682-433-4036

Email Address: wajahath5@gmail.com

Start Date: 9/8/2020

Hours per Week: 40 hours per week

DESCRIPTION OF SERVICES

Sr. No.	Description of Services
1.	Project Management services
2.	



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APPENDIX B

COMPENSATION

Check applicable payment terms:

For Services rendered by Vendor or its personnel under this Agreement, the Company shall pay Vendor at the rate of **\$70** per hour, billed **BI-WEEKLY**, payable at Net 30 basis as agreed in the statement of work (SOW).

For billing and payment purposes, the Vendor shall maintain records of the hours that services have been performed. The Vendor will also invoice the Company, only for the hours covered by such records.

CAMBAY CONSULTING, LLC

Signed by: _____

Name:

Title:

Date:

IQBean INC

Signed by: _____

Name:

Title:

Date: