



Subcontracting Consulting – Service Agreement

Consulting Services Agreement

THIS CONSULTING SERVICES AGREEMENT (Agreement) is made between IQBean INC and Sage Group Technologies (Federal Tax id 81-4289043) with principal offices located at 3400 Highway 35, Suite #9A, Hazlet NJ 07730 here referred to As herein after "CONTRACTOR" and IQBean INC located at 1212 Veloce Drive Plano TX 75081 FED-ID: 20-8219629 herein after called "COMPANY".

This Agreement sets forth the exclusive terms and Company may require conditions by which Contractor agrees to supply consultants as from time to time. In consideration of the mutual promises set forth in this Agreement and for other valuable consideration, the Company and Contractor agree as follows:

Section I – Definition

As used in this Agreement, the term "Consultant" includes Contractor's employees or other individuals retained by Contractor to complete its obligations under this Agreement. As used in this Agreement, the term "Client" means a person or entity, which has contracted the Company to provide technical services.

Section II – Term

This Agreement has a term of one year and automatically extends thereafter, unless written notice from the cancelling party expressly stating its intent to cancel is received 15 days prior to the cancellation date. The duration of the specific contract is specified in the attached Statement of Work. However, the actual duration or entire contract could be changed without notice based on unforeseen situations/circumstances at the client site or due to non-performance issues with the Contractor's Consultant working at the client location.

Section III – Scope

The parties agree to supply or obtain consultants from time to time upon written or oral request, which will be confirmed by a written Purchase Order specifying fee for the services and any special contractual provisions pertaining to that specific assignment. The Purchase Order shall form an integral part of this Agreement.

Section IV - Fee, Charges, Taxes, Etc.

In full consideration of the consulting services and deliverables (if any) rendered by either party's professionals, the other party will compensate as per the charges agreed upon for each assignment, and set forth in the written Work Order issued pursuant to the Section II of the Agreement. It is understood that Company shall have no obligation under local, state or federal laws regarding Contractor's professionals and that total amount of liability of Company in regard to any arrangement of work performed hereunder, is to pay the fees pursuant to provisions hereunder. All taxes applicable to any amounts paid by Contractor to its professionals under this Agreement will be Contractor's liability and Company shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or worker's compensation with regard to Contractor's professionals while on the project, unless mandated by the Government.



Subcontracting Consulting – Service Agreement

Section V – Payment

Contractor shall invoice Company for the consulting services performed hereunder monthly. Company shall make the payment on Net 30 basis. Contractor will invoice Company for its services once in every month. Payments will be made against client authorized and approved time sheets only. Specific terms of the agreement will be set forth in the attached Statement Of Work/Purchase Order.

Section VI - Working Hours & Timing

It is expected that the consultant shall work a minimum of eight (8) hours a day and shall observe the normal working hours and schedules of Company or its clients where the services of the consultant are utilized.

Section VII – Solicitation

During the term of this Agreement and for a period of one year thereafter, Contractor or its agents or representative shall not, directly or indirectly solicit or divert company's business with its clients for the particular contractual roles we work together. During the term of this Agreement and for a period of one year thereafter, Company shall not offer employment directly or indirectly to Contractor's consultants for the particular contractual role.

Section VIII – Confidentiality

Both parties shall regard and preserve as confidential any and all information shared by each other. Contractor shall ensure that its consultants or experts observe similar obligation. Contractor acknowledges that any information received from Company or its clients is the sole property of Company or its clients as the case may be and Contractor or its representatives will not utilize such information except in the performance of this Agreement.

Section IX – Termination

Company/Contractor may terminate the Agreement and/or any Purchase Order issued hereunder with a two-week notice UNLESS expressly stated in the Purchase Order. In cases of performance related issues and payment issues or end client pre-terminating the contract for ANY reason, Company may terminate the Agreement without notice. Non-performance by CONTRACTOR's consultants during the first two weeks will result in no payment for CONTRACTOR. This decision will be solely based on whether COMPANY's client chooses to pay for those hours/services.

Section X – Liabilities

Contractor shall indemnify and hold Company and its officers harmless from against:

- a) Any or all claims arising from contracts between Company and third parties made to effectuate the purpose of this Agreement, and
- b) Any or all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Agreement including but not limited to libel or violation of any government regulation.



Subcontracting Consulting – Service Agreement

The costs of litigation and counsel fees are included in the damages. In the event that any suit, action or proceeding is brought to establish, obtain or enforce any rights under this Agreement or for breach of any covenant, terms or conditions thereof, the prevailing party in such a suit, action or proceeding, including an appeal to an appellate court arising there from, shall be entitled to recover reasonable attorney fees in addition to all costs and disturbances.

Section XI - Force Majeure

Neither party shall be under any liability to the other party for any delay or failure to verify any applications under this Agreement if the same is against wholly or partially caused whether directly or indirectly by circumstances beyond their control.

Section XII – Assignment

Neither party may assign this Agreement or any of its rights and/or obligations hereunder without the prior written consent of the other party.

Section XIII – Waiver

A failure of either party to this Agreement to enforce at any time any of the provisions of this agreement, or to exercise any option which is herein provided, or to require at any time performance by either party to this Agreement of any of the provisions hereof, shall in no way be construed to be a waiver of such rights under this Agreement.

Section XIV – Insurance

Contractor agrees to purchase and maintain commercial general liability insurance in the amount not less than \$1,000,000.00 per occurrence, \$1,000,000.00 annual aggregate and errors and omission insurance in the amount not less than \$1,000,000.00 per claim, worker's compensation insurance, and any and all other insurance which is required by law. Contractor agrees to furnish evidence of such coverage and provide certificate to Company and to add Company as an additional insured to Contractor's commercial general liability insurance and errors and omission insurance. Contractor shall be liable for the entire loss or damage to third persons or properties resulting from the conduct of Contractor, its agents and/or employees.

Section XV - Governing Laws

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Washington where the client is located.



Subcontracting Consulting – Service Agreement

Section XVI - Rights to Development

All software documentation, modifications to software or documentation and other products developed by and for the Company or its representatives under this Agreement shall be the sole property of the Company or its clients.

Section XVII – Amendment or Modification of Agreement

No amendments, modifications, or supplements to this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing by the concerned party.

Section XVIII - Entire Agreement

This Agreement and any exhibits, appendices, purchase orders, or schedules attached hereto shall constitute the entire agreement between the parties and shall supersede all previous agreements, understandings, promises, proposals, representations, and/or negotiations, whether written or oral, between the parties respecting the subject matter hereto.

For IQ Bean, Inc.

Signed: Wajahath Quraishi

Name: Wajahath Quraishi

Title: Manager Sourcing

Date October 18th , 2020

Tax ID 20-8219629

For Sage Group Technologies

Signed: Kiran Sharma

Name: Kiran Sharma

Title: Director

Date: October , 2020 10/29/2020

Tax -id: 81-4289043

b Subcontracting Consulting – Service Agreement

Exhibit –1

ASSIGNMENT ORDER

Attachment to the Master Agreement between IQBean INC, and Sage Group Technologies

1. **Purchaser:**– IQ Bean, Inc.
2. **Supplier:** Sage Group Technologies
3. **Client:** Microsoft , Seattle WA
4. **Start Date** Oct 20th, 2020
5. **Duration:** 6 months (Estimated)
6. **Consultant:** Aditya Fulwaria (DL: F9235 0100008892)
7. **Role:** SAP ABAP Developer
8. **Base-rate:** \$ 62 /HR on C2C
9. **Invoice/Payment Schedule** -monthly

Duration: 6 months with possible extension

Termination: Upon completion of the performance period, Supplier and Purchaser may terminate this Assignment upon a two-week written notice.

Overtime Rate: Same as base rate, according to time sheets approved by the Client Company; must be authorized by Client in advance

Payment Terms: Amending the Master Agreement terms, invoices will be paid monthly, 30 days net, based on time sheets approved by Client.

Criminal background check: The charges towards all client required Background Checks would be deducted from the next payment due at actuals. If the supplier's resource fails to join the project, the background check expense incurred till that point shall be borne by the supplier.

The Supplier and the purchaser has signed this Assignment Order and Purchaser on the respective dates indicated below:

Supplier: Sage Group Technologies, Inc

By *Kiran Sharma*

Name: Kiran Sharma

Title: Director

Date: 10/29/2020

Purchaser: IQBean INC

By *M. Quraishi*

Name: Wajahath Quraishi

Title: Manager Sourcing

Date: 10/18/2020