



Subcontracting Consulting Services Agreement

This agreement made this 6th day of October in the year 2020, which agreement supersedes all prior agreements between the parties, is between IQBean INC("Consulting Company CC,"), with its principal offices located at 1212 Veloce Drive Plano TX 75074 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 the Subcontracting Company (SC). Since the CC desires to retain the SC to provide Consulting services and the SC agrees to provide services that meet the CC's expectations for quality, professionalism and productivity, the following terms and agreements shall apply to these services:

Term of Agreement

This agreement shall be valid and enforceable from the date of its mutual execution for as long as a CC/SC relationship exists between the two firms and, until or unless it is specifically superseded and agreed to by both parties in writing.

Specific Terms

CC hereby retains the services of SC as an independent contractor to provide professional services as set forth in Consultant Schedule, which provides specific terms for each retained SC consultant. Each Schedule, by the mutual execution of SC and SC, becomes an integral part of this Agreement.

Payment

CC agrees to pay SC fees as set forth in Consultant Schedule for specific consultants. SC shall submit invoices, monthly on its own letterhead for services performed by its consultants for any authorized and previously unbilled services since its last submitted invoice. Timesheets, either supplied by CC's Client or CC, shall be submitted with each invoice. CC shall pay approved SC invoices according to the specific terms detailed in the appropriate Schedule.

The CC shall further reimburse the SC for all reasonable and pre-approved expenses incurred while performing the consulting services for the CC. A statement detailing the expenses incurred and signed by the Client must be submitted to the CC. Payment for such expenses will be made in the same manner as for time worked. All administrative and overhead expenses will be the responsibility of the SC.

Independent Contractor Status

This agreement calls for the performance of the services of the SC as an independent contractor and, as such, the SC will be responsible for the payment of all taxes including federal, state and local taxes arising out of the payment by the CC and is not entitled to any benefits provided by the CC under its employee benefits program.

Insurance

SC agrees to maintain comprehensive general liability insurance (naming CC as an additional insured) with broad form contractual liability for bodily injury (including death), property damage and other losses caused or arising out of acts or omissions of its consultants or other agents.

This insurance shall be with a reputable insurance company and will include, at a minimum, Comprehensive General Liability insurance, including contractual liability, contractor's protective liability, and personal injury property damage coverages in a combined single limit of \$1,000,000.00. A Certificate of Insurance indicating said coverages shall be provided to CC within 5 business days.

Confidential Information

The SC acknowledges that the information, observations and data obtained while performing consulting services to the CC concerning the business or affairs of the CC or its Clients are the property of the CC. The SC agrees not to disclose to any unauthorized person or use for personal reasons, or in any manner detrimental to the CC or its clients, any Confidential Information without the prior written consent of the CC. The SC shall, at the termination of the contract period, deliver all memoranda, notes, plans, records, reports and other documents relating to the Confidential Information which may be in the SC's possession or control.



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Noncompete

During the contract period and for a period of one (1) year following completion/termination of the assignment, the SC and consultant agree not to directly or indirectly consult with, render services for, or in any manner engage in any business with the Client that SC or its consultants have provided services to pursuant to this Agreement. For the same time period, the SC agrees not to solicit, contract or employ the CC's consultants without written permission granted by the CC.

Termination

The CC may immediately terminate this Agreement if the Client, for whatever reason, requests such immediate termination or for any violation of the terms of the Agreement. The SC may terminate this Agreement if the CC fails to pay invoices according to the terms of this Agreement and of the appropriate Consultant Schedule

This Agreement shall automatically terminate upon completion by Contractor₁ of the services required by this Agreement or by fourteen (14) day's notice by either Party. The CC may immediately terminate this Agreement for non-performance of services or for any violation of the terms of the Agreement. The SC may terminate this Agreement if the CC fails to pay invoices according to the terms of this Agreement and of the appropriate Consultant Schedule. The provisions for Confidential Information still apply. This agreement represents the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter in any way.

Equipment

The CC shall provide consultant with consulting tools (laptop, cell phone, etc.) that the client deems necessary

This agreement is intended to bind and ensure to the benefit of, and be enforceable by the SC, the CC and their respective heirs, successors and assigns, except that the SC may not assign rights or delegate obligations hereunder without the prior written consent of the CC.

The provisions of this agreement may be amended or waived only with the prior written consent of the CC and the SC. This agreement shall be governed by the laws of the State of New Jersey.

For IQ Bean, Inc.

Signed: _____

Name: Wajahath Quraishi

Title: Manager Sourcing

Date October , 2020
Tax ID 20-8219629

For: Sage Group Technologies

Signed: _____

Name: Kiran Sharma

Title:

Date: October 6th, 2020
Tax -id: 81-4289043



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Consulting Schedule

1. **CC – IQ Bean, Inc.**
2. **SC: Sage Group Technologies**
3. **Client:** Microsoft , Seattle WA
4. **Start Date** Oct 19th, 2020
5. **Duration:** 6 months (Estimated)
6. **Consultant:** Aditya Fulwaria (DL: F9235 0100008892)
7. **Base-rate:** \$ 62 /HR
8. **Invoice/Payment Schedule** -monthly

This Consulting Schedule shall, subject to the terms and conditions in the Consulting Services Agreement, be for a maximum period of Six Months from the date Services started under the Consulting Schedule issued pursuant to this Consulting Agreement.

This Consulting Schedule has been duly signed by the Consulting CC and the SC on the respective dates indicated below.

CC: IQBean INC	SC: Sage Group Technologies
Sign.	Sign.
Name: Wajahath Quraishi	Name:
Title: Manager Sourcing	Title:
Date October , 2020	Date October, 2020