

Contract Document

Non Technical Services Agreement

Agreement #4905NZ0430

This Base Agreement ("**Base Agreement**") dated as of 19/01/2020 ("**Effective Date**"), between FocusCorp Limited ("**Buyer**") and AZ123 Services Inc. ("**Supplier**"), establishes the basis for a multinational procurement relationship under which Supplier will provide Buyer the Deliverables and Services described in SOWs and/or WAs issued under this Base Agreement. Deliverables and Services acquired by Buyer on or after the Effective Date will be covered by this Base Agreement. This Base Agreement will remain in effect until terminated.

1.0 Definitions

"Affiliates" means entities that control, are controlled by, or are under common control with, a party to this Agreement.

"Agreement" means this Base Agreement and any relevant Statements of Work ("**SOW**"), Work Authorizations ("**WA**"), and other attachments or appendices specifically referenced in this Agreement.

"Deliverables" means items that Supplier prepares for or provides to Buyer as described in a SOW and/or WA.

"Developed Works" means all work product developed in the performance of this Agreement as described in a SOW and/or WA.

"Participation Agreement" or "**PA**" means an agreement signed by one or more Affiliates which incorporates by reference the terms and conditions in this Base Agreement, any relevant SOW, and other attachments or appendices specifically referenced in the PA.

"Personnel" means agents, employees or subcontractors engaged or appointed by Buyer or Supplier.

"Prices" means the agreed upon payment and currency for Deliverables and Services, exclusive of Taxes but including all applicable fees and payments, as specified in the relevant SOW and/or WA.

"Services" means work that Supplier performs for Buyer as described in a SOW and/or WA.

"Statement of Work" or "**SOW**" means any document that:

1. identifies itself as a statement of work;
2. is signed by both parties;
3. incorporates by reference the terms and conditions of this Base Agreement;

4. describes the Deliverables and Services, including any requirements, specifications or schedules.

"Taxes" means any and all applicable taxes, charges, fees, levies or other assessments imposed or collected by any governmental entity worldwide or any political subdivision thereof and however designated or levied on sales of Deliverables or Services, or sales, use, transfer, goods and services or value added tax or any other duties or fees related to any payment made by Buyer to Supplier for Deliverables and/or Services provided by Supplier to Buyer under or pursuant to this Agreement; exclusive, however, of any taxes imposed upon the net income or capital of Supplier, any taxes in lieu of such net income taxes and any other taxes which are to be borne by Supplier under law. **"Work Authorization"** or **"WA"** means Buyer's authorization in either electronic or tangible form for Supplier to conduct transactions under this Agreement in accordance with the applicable SOW (i.e., a purchase order, bill of lading, or other Buyer designated document). A SOW is a WA only if designated as such in writing by Buyer.

2.0 Statement of Work

Supplier will provide Deliverables and Services as specified in the relevant SOW and/or WA. Supplier will begin work only after receiving a WA from Buyer. Buyer may request changes to a SOW and/or WA and Supplier will submit to Buyer the impact of such changes. Changes accepted by Buyer will be specified in an amended SOW and/or WA or change order signed by both parties. Supplier agrees to accept all WA's that conform with the terms and conditions of this Agreement.

3.0 Pricing

Supplier will provide Deliverables and Services to Buyer for the Prices. The Prices for Deliverables and Services specified in a SOW and/or WA and accepted by Buyer plus the payment of applicable Taxes will be the only amount due to Supplier from Buyer. The relevant SOW or WA shall contain Prices for each country receiving Deliverables and Services under this Agreement.

4.0 Taxes

Supplier's invoices shall state all applicable Taxes owed by Buyer, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable Deliverables and Services. Supplier assumes responsibility to timely remit all such Tax payments to the appropriate governmental authority in each respective jurisdiction. Supplier agrees to use its best efforts to properly calculate any applicable Taxes at the time of invoice. Supplier and Buyer agree to cooperate to minimize, wherever possible and appropriate, any applicable Taxes, including reasonable notice and cooperation in connection with any audit. Supplier shall also bear sole responsibility for all taxes, assessments, or other levies on its own leased or purchased property, equipment or software.