

Doznet Inc

Master Service Agreement

WHEREAS Doznet Inc desires to engage in a partnership with Vendor to provide services to Client and Vendor wishes to provide services, pursuant to the terms and conditions of this agreement.

THEREFORE, in consideration of the promises and agreements contained herein, the Doznet Inc and Vendor mutually agree as follows:

1. Engagement of Services; Vendor Status.

1.1 Project Assignments

Doznet Inc may issue project Assignments to Vendor in the form attached to this Agreement as Schedule A ("Project Assignment"). Subject to the terms of this Agreement, Vendor will render the services set forth in each Project Assignment accepted by Vendor by the completion dates, if any, set forth in such Project Assignment.

1.2 Primary Agreement

The services to be rendered by Vendor hereunder consist of a portion of the work that Doznet Inc was engaged to perform for the "third party" further known "Client" identified in the Project Assignment pursuant to a contract between Doznet Inc and Client ("the Primary Agreement"). Each of the provisions of the Primary Agreement that apply to the performance of services by Vendor hereunder is incorporated by reference. With respect to each such provision incorporated herein, references to Client shall be deemed to be references to Doznet Inc, as appropriate, and references to Doznet Inc shall be deemed to be references to Vendor, as appropriate.

This Agreement is made and entered into, as of **11-May-2023** ("Effective Date"), by and between **Doznet Inc**, Location based corporation (hereinafter referred to as "Doznet"), having a principal place of business at "Address" and **Tacoma, Washington**, with a principal location of **A1, Dubai, United Arab Emirates**) (hereinafter referred to as "Vendor").

This Agreement shall supersede any other Agreements regarding the services described herein WHEREAS, Doznet Inc has and shall from time to time enter into contracts (hereinafter referred to as "Primary Agreement") with various customers to supply temporary personnel to perform services for the customer.

1.3 Client Engagement

The vendor acknowledges that Doznet Inc has exclusive rights and authority to manage the Primary Agreement and this Agreement, and to take all actions that it considers necessary to carry out either. Vendor will not have any right or authority to act or bind Doznet Inc concerning the Primary Agreement. All Vendor contact with Client or Client's client associated with this Agreement must be coordinated with Doznet Inc. Vendor agrees to provide the services hereunder to Doznet Inc on an exclusive basis, working solely with Doznet Inc to provide services to Client.

1.4 Sub vendors/Subcontracting

Vendor shall not use any subcontractor/sub vendor in connection with the performance of its services hereunder, unless Doznet Inc. has granted prior written consent.

1.6 Time Schedule. If a Statement of Work does not set forth a delivery schedule or milestones for the performance of the Services, then the Company will perform such Services with due diligence under the circumstances. The parties agree that time is of the essence for the Company's performance hereunder. Vendor will promptly notify Doznet of any factor that may affect vendor's ability to meet any deadlines set forth in the Statement of Work or otherwise agreed with Doznet, together with the cause of such delay and the actions being taken by Company to overcome or mitigate the delay. However, such notice shall not relieve vendor from any responsibility or liability arising from any failure to meet such deadlines.

1.5 Performance Standards. The parties will consult and cooperate to coordinate the Services with the activities of Doznet's employees and other representatives. The company will perform the Services in an efficient and expeditious manner and will ensure that all people performing any Services are properly trained, qualified, and experienced to perform the same. Upon Doznet's request, the Company will remove any person that Doznet determines to be unsuitable, unqualified, or otherwise objectionable from performing the Services. In performing the Services, the Company and all persons performing the Services on behalf of the Company will comply with all policies, procedures, and work rules in effect at Doznet's facilities that are communicated to the Company or its representatives. In case of performance issue of "Consultant" vendor will be liable to pay Doznet the actual invoice or similar pay

1.7 Leaves. All leaves of the "Consultant" should be approved by the Doznet project manager. Leave request does not ensure confirmation, it is recommended that the Consultant obtains approval before making travel plans.

2. Compensation

2.3 Payment of Services

All the invoices should be submitted to Doznet Inc within 60 days of the timesheet's approval date. Employees of Vendor("Consultant") are required to accurately fill in weekly timesheets for Doznet Inc's to ensure hours are approved and therefore be eligible for payment. Doznet Inc shall pay Vendor in Fifteen

(15) days upon our receipt of the invoice which is supported by Doznet's client approved timesheet. The consultant will submit a monthly timesheet to Doznet. Any discrepancy in the timesheet must be brought to the notice of the Vendor within 3 (three) days of the receipt of the timesheet otherwise the timesheet shall be deemed to have been accepted by Doznet. Any discrepancy in the invoice amount must be brought to the notice of the Vendor within 3 (three) working days of receipt of invoice(s) otherwise the invoice(s) shall be deemed to have been accepted by Doznet.

2.4 Payment Disputes

Any Payment Disputes are to be submitted in writing to Doznet Inc within Thirty (30) days of Vendor's verified receipt of Doznet Inc Payment. Any payment disputes submitted after Thirty (30) days will not be valid.

2.1 Project acceptance

Vendor must accept the project from the Doznet project manager/client Vendor will render the services set forth in each Project Assignment accepted by Vendor by the completion dates, if any, set forth in such Project Assignment.

2.2 Timecards

Vendor agrees to utilize timecards in a format acceptable to Doznet Inc showing the actual hours worked by each employee of Vendor ("Consultant") and approved by an authorized signature of Client.

2.5 Compensation on termination

Doznet Inc will pay Vendor the fee set forth in each Project Assignment for services rendered pursuant to this Agreement. Upon termination of this Agreement for any reason, Vendor will be paid fees on the basis stated in the Project Assignment(s) for services which have been completed. Vendor will be reimbursed only for expenses which are incurred prior to termination of this Agreement for any reason, and which are either expressly identified in a Project Assignment or approved in advance in writing by an Doznet Inc manager and Client manager. Reimbursement for expenses may be delayed until such time as Vendor has furnished such documentation for authorized expenses as Doznet Inc may request. All invoices for expenses must be submitted by Vendor to Doznet Inc within Forty-Five (45) days of the incurring such expenses.

employees who need to know such information, and Vendor certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Vendor under this Agreement. Vendor agrees not to communicate any information of Doznet Inc to the Client in violation of the proprietary rights of Doznet Inc. Vendor will immediately give notice to Doznet Inc of any unauthorized use or disclosure of the Confidential Information. Vendor agrees to assist Doznet Inc and Client in remedying any such unauthorized use or disclosure of the Confidential Information.

(c) Exclusions from Nondisclosure and nonuser Obligations: Vendor's obligations under Paragraph 4.2(b) ("Nondisclosure and non-use Obligations") with respect to any portion of the Confidential Information shall not apply to any such portion which Vendor can demonstrate, (a) was in the public domain at or subsequent to the time such portion was communicated to Vendor by Doznet Inc or Client through no fault of Vendor; (b) was rightfully in Vendor's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Vendor by Doznet Inc or Client; or (c) was developed by employee of Vendor independently of and without reference to any information communicated to Vendor by Doznet Inc or Client. A disclosure of Confidential Information by Vendor, either (a) in response to a valid order by a court or other governmental body, (b) otherwise required by law, or (c) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Vendor shall provide prompt prior written notice thereof to Doznet Inc to enable Doznet Inc and/or Client to seek a protective order or otherwise prevent such disclosure.

3. Independent Contractor Relationship

Vendor's relationship with Doznet Inc is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture, or employment relationship. Vendor will not be entitled to any of the benefits which Doznet Inc may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. A vendor is not authorized to make any representation, contract, or commitment on behalf of Doznet Inc unless specifically requested or authorized in writing to do so by an Doznet Inc manager.

4. Intellectual Property Rights.

Definition of Confidential Information. Confidential Information as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, knowhow, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Doznet Inc and Client, their respective Vendors and customers, and includes, without limitation, Doznet Inc Innovations, Doznet Inc Property, and Doznet Inc's and Client's information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information.

4.1 Confidential Information

4.2 Ownership and Return of Doznet Inc Property:

All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to Vendor by Doznet Inc or Client, whether delivered to Vendor by Doznet Inc or Client or made by Vendor in the performance of services under this Agreement (collectively, the Doznet Inc Property.) are the sole and exclusive property of Doznet Inc or customers (including the Client), and Vendor hereby does and will assign to Doznet Inc or Client all rights, title and interest Vendor may have or acquire in Doznet Inc Property. Vendor agrees to return Doznet Inc or Doznet Inc's end client Property no later than ten (10) working days from the date of termination (a) all Doznet Inc Property, (b) all tangible media of expression in Vendor's possession or control which incorporate, or in which are fixed any Confidential Information, and (c) written certification of Vendor's compliance with Vendor's obligations under this sentence. d) Return hardware, software, laptop, any other equipment issued for the project.

4.3 Observance of Doznet Inc Rules.

At all times while on Doznet Inc's premises and Client's premises, Vendor will observe Doznet Inc's and Client's, as the case may be, rules and regulations with respect to conduct, health and safety and protection of persons and property.

5. No Conflict of Interest

During the term of this Agreement, Vendor will not accept work, enter into a contract, or accept an obligation, inconsistent or incompatible with Vendor's obligations, or the scope of services rendered for Doznet Inc and Client's team introduced by Doznet, under this Agreement. Vendor warrants that, to the best of Vendor's knowledge, there is no other contract or duty on Vendor's part, which conflicts with or is inconsistent with this Agreement. Vendor agrees to indemnify Doznet Inc and Client from any and all loss or liability incurred by reason of the alleged breach by Vendor of any services agreement with the client.

6. Term and Termination.

6.1 Term:

This agreement is effective as of the Effective Date set forth above and will terminate on the completion or termination of all Project Assignments unless terminated earlier as set forth below.

6.2 Termination by Doznet Inc.

Doznet Inc may terminate this Agreement without cause at any time, with termination effective one month (30 days) after Doznet Inc's delivery to Vendor of written notice of termination. Doznet Inc also may terminate this Agreement (i) immediately upon Vendor's breach of Paragraph 4 ("Intellectual Property Rights"), 7 ("Non-interference with Business") or 9 ("Vendor Warranties"), or (ii)-. Doznet will not be liable to provide employment to any of the vendor employees upon termination of the contract. Also, handoff of all the work to be done within 7 days of termination of service(s).

6.3 Termination by Vendor

Vendor may terminate this Agreement without cause at any time, with termination effective one month (30 days) after Vendor's delivery to Doznet Inc of written notice of termination.

6.4 Effect of Termination.

If this Agreement is terminated for any reason, any and all work and/or assignments then in process shall be completed and handed over by Vendor within the notice period. Under no circumstances should any work or assignment be assigned or otherwise delegated by Vendor.

7. Indemnification

In addition to any other remedies which Doznet Inc may have at law or in equity, Vendor agrees to defend, indemnify, and hold harmless Doznet Inc, including their respective employees, directors, officers, partners, shareholders, affiliates, subsidiaries, or agents, from and against any expenses, costs, damages, losses, fines, penalties, judgments, or liabilities, including attorneys' fees, arising from or in connection with:

(a) Vendor's or any of Vendor's employees' failure to comply with any of the terms of this Agreement.

(b) Any violation by Vendor or any of Vendor's employees of any federal, state or local law, statute, ordinance or regulation; (c) any illegal activities committed by or involving Vendor's employees; (d) any infringement or alleged infringement of any work product, intellectual property or any subject matter upon any patent right, copyright, trade secret right, mask work right, or other proprietary right of the client; (e) any and all liability Doznet Inc (or any of their respective employees, directors, officers, partners, shareholders, affiliates or agents) may incur by reason of bodily injury (including death) to any person, or damage to or destruction of any property caused by the act(s) of Vendor or any of Vendor's employees; and (f) Vendor's or Vendor's employees negligence, omission or intentional misconduct while performing