

GENERAL TEAMING TERMS AND CONDITIONS

These General Teaming Terms and Conditions (“Teaming Terms”) establish the framework under which the party designated as the prime contractor (“Prime”) and the party designated as the subcontractor or service provider (“Provider”) (collectively referred to as the “Parties” and individually as a “Party”), shall cooperate to identify, qualify, and pursue business opportunities. These Teaming Terms are incorporated by reference into the primary agreement between the Parties or any Opportunity Registration executed hereunder.

RECITALS

WHEREAS, the Parties wish to combine their respective capabilities and resources to respond to various business opportunities, including Requests for Information (RFI), Requests for Proposal (RFP), and other solicitations (each an “Opportunity”) issued by various government or commercial entities (each a “Customer”);

WHEREAS, the Parties intend that Prime will act as the lead bidder and Provider will act as a subcontracting partner for these Opportunities;

WHEREAS, these Teaming Terms govern the pre-award and qualification phases of the relationship.

OPPORTUNITY REGISTRATION AND QUALIFICATION

1. **Identification and Qualification.** Either Party may identify a potential Opportunity. Upon identification, the Parties shall engage in a “Qualification” phase to evaluate the strategic, technical, and commercial viability of a joint pursuit. This phase may include the exchange of preliminary information necessary to determine if a formal partnership is appropriate.
2. **No Obligation to Participate.** Nothing in these Teaming Terms shall be construed as an obligation for either Party to participate in any specific Opportunity. Each Party retains absolute discretion to decline participation in any Opportunity for any reason. Neither Party shall be compelled to involve itself in a pursuit that it deems outside its core competencies, risk threshold, or strategic interests.
3. **Registration Process.** If the Parties mutually agree to pursue an Opportunity, they shall formalize that intent by executing a written “Opportunity Registration” (substantially in the form of Exhibit A). An Opportunity is not considered governed by the specific teaming commitments herein (such as workshare or exclusivity) until a corresponding Opportunity Registration is signed by authorized representatives of both Parties.
4. **Exclusivity.** The relationship between the Parties is non-exclusive. Exclusivity for any specific Opportunity shall only apply if it is expressly designated as “Exclusive” in the corresponding Opportunity Registration. Where an Opportunity Registration is designated as exclusive, the Parties shall not team with any third party for that specific Opportunity until the Opportunity Registration expires or is terminated.

PROPOSAL AND RESPONSE PREPARATION

5. **Prime Responsibilities.** Prime shall have primary responsibility for the preparation and submission of the response or proposal to the Customer. Prime will lead the strategy, pricing (if applicable), and final assembly of the submission.
6. **Provider Responsibilities.** Provider shall provide all necessary technical data, capabilities descriptions, past performance citations, resumes, and pricing information related to its assigned portion of the work, as defined in the applicable Opportunity Registration.
7. **Costs.** Each Party shall bear its own costs and expenses associated with RFI responses, proposal preparation, marketing, and pre-award activities. Neither Party shall have the right to reimbursement from the other unless specifically agreed upon in writing.

SUBCONTRACT NEGOTIATION AND AWARD

8. **Commitment to Subcontract.** Subject to the right of election in Section 10, if Prime is awarded a contract by the Customer for an Opportunity covered by an Opportunity Registration, Prime agrees to negotiate in good faith and execute a definitive subcontractor agreement, statement of work, purchase order or order form (“Subcontract”) with Provider.
9. **Workshare.** The Subcontract shall reflect the workshare and functional responsibilities described in the relevant Opportunity Registration, subject to Customer approval and any changes mandated by the Customer in the prime contract.

10. **Post-Award Election.** Notwithstanding any other provision, Provider shall have a period of fifteen (15) business days following Prime's receipt of the final award from the Customer to review the awarded scope, terms, conditions, and flow-down requirements. If the final award differs materially from the assumptions in the Opportunity Registration, or if Provider determines that the Opportunity is no longer commercially or operationally viable, Provider may elect, in its sole discretion, not to proceed with the pursuit or the execution of a Subcontract without further liability to Prime.

PRE-SALES SUPPORT

11. **Pre-Sales Support and Delivery Selection.** The Parties acknowledge that Provider provides valuable pre-sales support, technical expertise, and strategic assistance during the Opportunity lifecycle. In the event an Opportunity is designated as Non-Exclusive and Prime elects to utilize an alternative party for the delivery and execution of the resulting contract:
 - a) **Notice of Intent.** Prime shall provide immediate written notice of such election to Provider. This notice shall explicitly state whether Prime intends to utilize or have utilized Provider's Response Materials or technical artifacts in its final submission to the Customer.
 - b) **Commission Obligation.** If Prime's notice indicates an intent to utilize Provider's materials, or if Prime otherwise utilizes such materials in its submission, Prime hereby agrees to pay Provider the Opportunity Commission, contingent upon and subject to the successful award of the contract to Prime by the Customer. Prime shall provide written notification to Provider within five (5) business days of receiving cleared payment from the Customer for the Workshare. Such Commission shall be payable within thirty (30) days after Prime has received cleared payment, subject to receipt of a valid invoice from Provider.
 - c) **Commission Basis (Workshare).** Except as provided in Section 11(d), the Opportunity Commission shall be calculated based on the Gross Revenue received by Prime from the Customer attributable to the Provider's Workshare in the Opportunity Registration.
 - d) **Full Proposal Support.** Notwithstanding Section 11(c), if Prime requests and Provider provides support for the preparation of the entire proposal or response for the Opportunity, the Commission shall be calculated based on the total Gross Revenue received by Prime for the full contract award.
 - e) **Commission Rate.** The Commission Rate shall be the percentage specified in the Opportunity Registration. If no rate is specified, the default Rate shall be ten percent (10%).
 - f) **Warranty and Termination.** If Prime's notice states it will not utilize Provider's Response Materials or Technical Artifacts, such notice constitutes a formal warranty of non-use, and no Opportunity Commission shall be applicable or payable. Notwithstanding the foregoing, any utilization of such materials in violation of this warranty shall trigger the Commission payment obligation. The issuance of notice under this Section 11 immediately terminates the applicable Opportunity Registration, but the warranty and commission obligations contained herein shall survive such termination for a period of twelve (12) months from the date of termination.
 - g) **Commission Ineligibility.** Notwithstanding the foregoing, the Opportunity Commission shall not be applicable or payable to Provider in the event that Provider exercises its right of election not to proceed with the pursuit or the execution of a subcontract pursuant to Section 10.
 - h) **Gross Revenue.** For the purposes of this Section 11, "Gross Revenue" means the actual gross monetary amount received by Prime from the Customer for the relevant work (as defined in Section 11(c) or 11(d), as applicable), excluding any (i) sales, service, or value-added taxes; (ii) shipping, insurance, or freight charges; (iii) refunds, credits, or rebates actually granted to the Customer; and (iv) any pass-through costs or third-party license fees specifically identified in the awarded contract.

PROPRIETARY INFORMATION AND NON-DISCLOSURE

12. **Confidentiality Obligation.** During the term of these Teaming Terms, the Parties may exchange "Proprietary Information." The Party disclosing information is the "Disclosing Party" and the Party receiving it is the "Recipient." Recipient shall hold all Proprietary Information in strict confidence and shall not disclose it to any third party without the express written consent of the Disclosing Party.
13. **Definition and Protection.** "Proprietary Information" includes, but is not limited to, trade secrets, bid strategies, pricing data, technical processes, and Customer information. Recipient shall: (a) use Proprietary Information solely for the purpose of evaluating and preparing responses or proposals under these Teaming Terms; (b) limit internal disclosure to employees and consultants with a "need to know"; and (c) protect such information using at least a reasonable degree of care.

14. **Exclusions.** Proprietary Information does not include information that: (a) is or becomes publicly known through no fault of the Recipient; (b) was already in Recipient's possession without restriction; (c) is rightfully received from a third party; or (d) is independently developed by Recipient without use of the Disclosing Party's Proprietary Information.

INTELLECTUAL PROPERTY

15. **Background IP.** Each Party retains sole ownership of all intellectual property it owns, controls, or develops independently of the specific joint activities performed under an Opportunity Registration ("Background IP"). No license to Background IP is granted hereunder, except for the limited right to use such IP solely for the purpose of preparing a joint response to a specific Opportunity.
16. **Foreground IP.**
 - a) **Response Materials.** All proposals and documents developed jointly for an Opportunity ("Response Materials") are jointly owned. Neither Party shall use Response Materials, in whole or in part, to work with, team with, or support any other third party for the same Opportunity without the express written consent of the other Party.
 - b) **Technical Artifacts.** Except for Response Materials, any Technical Artifacts created or developed by a Party during the response or qualification phase (including, but not limited to, software code, algorithms, scripts, technical architectures, or methodologies) shall be the sole and exclusive property of the Party that created it.

TERM

17. **Term.** These Teaming Terms shall remain in effect for the duration of the primary agreement into which they are incorporated. In the absence of a broader primary agreement, these Teaming Terms shall remain in effect until the termination or expiration of the applicable Opportunity Registration.
18. **Termination of Opportunity Registration.** A specific Opportunity Registration shall terminate upon the occurrence of any of the following:
 - a) The Customer awards the contract to another bidder;
 - b) The Customer cancels the RFI, RFP, or solicitation;
 - c) The Parties mutually agree in writing to cease pursuit together;
 - d) Execution of the definitive Subcontract following contract award;
 - e) Election not to proceed pursuant to the right of election in Section 10;
 - f) Notification by Prime of its election to use an alternative delivery partner pursuant to Section 11.
19. **Post-Termination Rights of Pursuit.** In the event an Opportunity Registration is terminated pursuant to Section 18(a), 18(b), 18(c), 18(e), or 18(f), nothing in these Teaming Terms shall prevent either Party from seeking, negotiating, or accepting a subcontract or any other business arrangement with the winning bidder or any other third party for that Opportunity.
20. **Termination for Cause.** Either Party may terminate its participation in these Teaming Terms or an active Opportunity Registration if the other Party materially breaches any provision and fails to cure such breach within fifteen (15) days of receiving written notice.

MISCELLANEOUS PROVISIONS

21. **Non-Solicitation.** During the term of these Teaming Terms and for a period of twelve (12) months thereafter, neither Party shall knowingly solicit for employment any employee of the other Party who was directly involved in the response or proposal efforts hereunder, without prior written consent.
22. **Limitation of Liability.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF OR RELATED TO THESE TEAMING TERMS. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TEAMING TERMS, AND EXCEPT FOR THE EXCLUSIONS SET FORTH IN SECTION 23, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS, COSTS, OR DAMAGES ARISING OUT OF OR RELATED TO AN OPPORTUNITY REGISTRATION—WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE—SHALL NOT EXCEED THE TOTAL OPPORTUNITY COMMISSION PAID OR PAYABLE FOR THAT SPECIFIC OPPORTUNITY. IF NO COMMISSION IS APPLICABLE, THE LIABILITY SHALL BE CAPPED AT A FIXED SUM OF RM 10,000.

23. **Liability Exclusions.** To the extent allowed by law, the limitations of liability set forth in Section 22 shall not apply to:
- breaches of Section 12 (Confidentiality Obligation);
 - infringement of a Party's Intellectual Property rights;
 - claims arising from a Party's gross negligence, willful misconduct, or fraud; or
 - any other liability which cannot be limited or excluded by law.
24. **Anti-Bribery and Corruption.** Each Party represents and warrants that it shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act") and any other relevant international anti-corruption legislation. Neither Party shall, directly or indirectly, offer, promise, give, or authorize the giving of anything of value to any person to influence any act or decision in connection with an Opportunity. Any breach of this Section shall be deemed a material breach, entitling the non-breaching Party to terminate these Teaming Terms and any active Opportunity Registration immediately without further liability.
25. **Relationship of the Parties.** Nothing contained in these Teaming Terms shall be deemed to constitute, create, or otherwise recognize a joint venture, partnership, or formal business entity of any kind. The Parties are independent contractors, and neither Party has the authority to bind the other or incur any obligation on the other's behalf.
26. **Governing Law.** These Teaming Terms shall be governed by the laws Malaysia.
27. **Severability.** If any provision of this Teaming Terms is held to be illegal, invalid, or unenforceable under the laws of Malaysia, such provision shall be deemed severed from this Teaming Terms, and the remaining provisions shall continue in full force and effect.
28. **Survival.** The provisions of Sections 11 (Pre-Sales Support and Delivery Selection), 12 (Confidentiality Obligation), 15 (Background IP), 16 (Foreground IP), 21 (Non-Solicitation), 22 (Limitation of Liability), 23 (Liability Exclusions), 24 (Anti-Bribery and Corruption), 25 (Relationship of the Parties), and any other provisions which by their nature should survive termination, shall survive the termination or expiration of these Teaming Terms or any Opportunity Registration for the periods specified therein or, if no period is specified, indefinitely.
29. **Notices.** All notices or other communications required or permitted under these Teaming Terms shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or sent by recognized overnight courier to the address of the Party specified in the primary agreement or the applicable Opportunity Registration.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SAMPLE OPPORTUNITY REGISTRATION FORM

PARTIES INFORMATION

Prime [Name of Prime] (Registration No. [Prime Registration No]) at [Address of Prime]

Provider [Name of Provider] (Registration No. [Provider Registration No]) at [Address of Provider]

Effective Date [Date of Teaming]

INCORPORATED TERMS

This Opportunity Registration Form (“Opportunity Registration”) is issued pursuant to, and is governed by, the following documents (collectively, the “Agreement”). If the documents conflict, the following order of precedence applies:

1. This Opportunity Registration including the Specific Modifications And Overrides
2. Master Teaming Agreement (if any) entered between Prime and Provider on ___ (day) of _____ (month), 20__ (year)
3. General Teaming Terms and Conditions at <https://koslab.org/agreements>

By executing this Opportunity Registration, the Parties acknowledges that they have read, understood, and agree to be bound by the Agreement in its entirety. This Opportunity Registration and the Agreement shall be governed by the laws of Malaysia.

OPPORTUNITY DETAILS

Customer [Name of Government Agency or Corporation]

Opportunity Name (RFI/RFP No.) [Project Name / Number]

Exclusivity Exclusive / Non-exclusive

Alternative Delivery Commission Rate* Default 10% / Negotiated : [XX]%

*Note: Alternative Delivery Commission Rate is applicable only if Prime elects an alternative delivery partner in lieu of Provider as per section 11 of General Teaming Terms and Conditions

PROVIDER PROPOSED WORKSHARE

1. [List of scopes involved by Provider]

SPECIFIC MODIFICATIONS AND OVERRIDES

1. [e.g., Specific pricing constraints or unique IP terms]

IN WITNESS WHEREOF, the parties have executed this Opportunity Registration by their duly authorized representatives on Effective Date.

For and on behalf of Prime

For and on behalf of Provider

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date: