

**Teaming Agreement Between**

**KVG LLC**

**&**

**Intermed LLC**

This "Agreement" is made and entered into as of the day of the last signature (hereinafter the "Effective Date") by and between KVG LLC ("Prime Contractor") having a place of business at 180 Redding Lane Gettysburg, PA 17325 and Intermed LLC ("Subcontractor") having a place of business at 36 M. Chiaureli str. 0159 Tbilisi, Georgia. Prime Contractor and Subcontractor may hereinafter be referred to as the "Parties" or "Team Members" and individually as a "Party" or "Team Member".

**RECITALS**

**WHEREAS**, various interested parties worldwide, including Governments and different UN agencies (the "Customer") will issue or has issued a solicitation or requirement under which the Customer will request proposals for the provision of medical supplies/equipment (hereinafter "Program");

**WHEREAS**, Prime Contractor intends to submit proposals for the Program pursuant to this Agreement (hereinafter "Proposal");

**WHEREAS**, Subcontractor's products or services may complement, supplement, or support the products or services of Prime Contractor's planned Proposal for the Program;

**WHEREAS**, Subcontractor shall provide the products and/or services stated in Exhibit A and Prime Contractor and/or its subcontractors shall be responsible for its products, services, and the remainder of the Program, including overall Program management;

**WHEREAS**, the Team Members, consistent with laws and regulations governing restraint of trade and competition, believe that a cooperative and necessarily complementary effort between the two will result in an offer to the Customer that is the most advantageous combination of technical, managerial, and cost solutions, that is fully compliant with all laws, and that increases competition for the Program; and

**WHEREAS**, the Team Members, to this end, desire to enter into this Agreement to provide for the joint preparation of a Proposal in response to the Program.

**NOW THEREFORE**, in consideration of the premises, as well as the mutual obligations herein made and undertaken, the Team Members, intending to be legally bound, hereby covenant and agree as follows:

**Section 1.**  
**ALLOCATION OF RESPONSIBILITY; SUBMISSION OF PROPOSAL**

1.1. The Prime Contractor shall take principal charge of preparing and submitting the Proposal in response to the Program and performing the work entailed in the resulting prime contract ("Prime Contract"). Subcontractor shall provide appropriate and high quality personnel and use its best efforts to prepare those technical portions of the Proposal relating to, and perform the work entailed in, the areas described in Exhibit A, subject to the direction of the Prime Contractor. Subcontractor shall assist in such additional responsibilities as assigned by Prime Contractor and mutually agreed between the parties. In addition, the Subcontractor agrees to provide the applicable products and services necessary for successfully supporting any benchmark, test, or other demonstration of its products or services required by the Program.

1.2. The Subcontractor shall also prepare and submit a cost proposal for the work entailed in the areas described in Exhibit A. The cost or pricing data contained therein shall be broken down and provided in the time and manner prescribed by the Prime Contractor so as to enable its full compliance with the Program evaluation and reporting requirements. The Subcontractor's Proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit costing of the Prime Contract and negotiation of the subcontract for the Exhibit A work. Nothing contained herein shall be construed to require the disclosure of proprietary cost or pricing data to the Prime Contractor. However, the Subcontractor does agree to make said proprietary data available to the Customer's auditors in accordance with applicable regulations.

1.3. The Team Members shall jointly develop cost targets for those portions of the Program to be performed by the Subcontractor to maximize Proposal competitiveness. The Subcontractor agrees to propose costs that meet the agreed-upon targets.

1.4. The Subcontractor agrees to meet all deadlines reasonably imposed to meet the Proposal submission deadlines, or any amendments thereto, set forth in the Program.

1.5. The Prime Contractor will keep the Subcontractor fully advised of any changes that may affect the Subcontractor's areas of responsibility. The Prime Contractor, however, shall have the right to determine the final contents of the Proposal. If requested by the Prime Contractor, the Subcontractor will ensure the availability of appropriate high quality management and technical personnel to assist the Prime Contractor in any discussions and negotiations with the Customer. However, except as otherwise directed by the Prime Contractor, all communications with the Customer concerning the Program shall be by and through the Prime Contractor.

1.6. Team Members shall perform such additional efforts subsequent to the submission of the Proposal as appear reasonable to obtain the Prime Contract.

1.7. Subcontractor hereby authorizes Prime Contractor to use Subcontractor's logos and trademarks to prepare the Proposal and to market Subcontractor's products or services under the Prime Contract. Prime Contractor agrees to use the logos and trademarks in accordance with any written policies or directions provided by Subcontractor to Prime Contractor.

**Section 2.**  
**PARTICIPATION IN COMPETITIVE PROPOSALS**

2.1. EXCLUSIVE: This Agreement is exclusive relating only to the Program and shall not otherwise limit the rights of either Team Member to offer for sale, or sell, to others any supplies or services that it may regularly offer for sale, even though such supplies or services may be included in the Proposal.

**Section 3.**  
**AWARD OF SUBCONTRACT**

3.1. In the event that the Prime Contractor is awarded the Prime Contract for this Program, each Team Member agrees to negotiate in good faith and proceed in a timely manner to execute a mutually acceptable subcontract for the work to be performed by the Subcontractor as identified in Exhibit A. Subcontractor acknowledges that unless otherwise agreed in Exhibit A, Prime Contractor may itself provide or may use other subcontractors to provide under the Program services or products that are similar to or compete with Subcontractor's product or services in Exhibit A.

3.2. The Team Members acknowledge that the subcontract, and any modifications thereto, may be subject to the consent or approval of the Customer. The Prime Contractor agrees to use all reasonable efforts to secure such consent or approval.

3.3. The subcontract shall include terms and conditions that are required to be flowed down by law, regulation or the Program, and such other provisions as the Prime Contractor may reasonably require for the performance of its obligations under the Prime Contract, including but not limited to a termination for convenience and a changes clauses. The subcontract shall also include such other provisions upon which mutual agreement is reached.

3.4. The award of the subcontract contemplated under this Agreement is subject to all the following conditions:

- 3.4.1. Award of a Prime Contract to Prime Contractor;
- 3.4.2. Prime Contract inclusion of subcontract requirements that are substantially similar to those proposed under this Agreement and the Program;
- 3.4.3. Subcontractor furnishing to Prime Contractor all certifications, representations, and cost and pricing data or basis for exemptions as required by the Program, by applicable law or regulation, or by the Prime Contract;
- 3.4.4. Customer's specific approval of Subcontractor as a subcontractor, if required, of which approval Prime Contractor shall make a good faith effort to obtain; and
- 3.4.5. Mutual agreement of the Team Members regarding the statement of work, financial terms, and contractual provisions.

3.5. Unless otherwise mutually agreed in writing, the Team Members agree to negotiate in good faith a subcontract for the Prime Contract, with the understanding that any such subcontract shall be subject to changes based on Prime Contractor's final definitized Prime Contract with Customer.

#### **Section 4.**

#### **LIMITATION OF RIGHT TO REIMBURSEMENT, PAYMENT, OR COMPENSATION**

4.1. Each party to this Agreement will bear the respective costs, risks, and liabilities incurred by it as a result of its obligations and efforts under this Agreement. Therefore, neither the Prime Contractor nor the Subcontractor shall have any right to reimbursement, payment, or compensation of any kind from the other Team Member during the period prior to the execution of any resulting subcontract, for the work described in this Agreement. In addition, each party shall be responsible for its incurred taxes, duties, tariffs, fees, imports, and other charges regarding this Agreement.

#### **Section 5.**

#### **PROPRIETARY INFORMATION AND TECHNICAL DATA**

5.1. Each Team Member agrees to handle the proprietary data ("Proprietary Information") of the other in accordance with the terms and conditions of the Non-Disclosure Agreement ("NDA") attached hereto or referenced in Exhibit B, and incorporated herein. Where the term of the subject NDA will expire prior to the expiration of this Agreement, the Team Members agree that by its incorporation herein, the term of the NDA shall extend until the termination of this Agreement, notwithstanding any earlier termination date set forth in the NDA.

5.2. Both Team Members confirm and agree that neither their consultants nor their employees shall be requested or otherwise encouraged to obtain or provide information of the Customer or any third party which may not be legally disclosed by reason of security classification or other legal restriction. Furthermore, each Team Member agrees to not knowingly accept or use any such information in any proposal, including the Program proposal.

5.3. Notwithstanding anything to the contrary herein, Prime Contractor may use data furnished by Subcontractor hereunder in performing its obligations under this Agreement or the subcontract and may include the data in the Proposal. Where Subcontractor requests in writing that such data contain a restrictive legend, Prime Contractor shall mark such data with the restrictive legend provided in writing by Subcontractor, but only to the extent U.S. Government regulations or laws permit the restrictive legend.

#### **Section 6.**

#### **SOLICITATION OF EMPLOYEES**

6.1. Each Team Member agrees that during the period of this Agreement, the term of any resultant subcontract, and for six (6) months thereafter, each Team Member agrees to not directly or indirectly solicit or hire the employees of the other Team Member assigned to work in connection with this Agreement and the Program, without the prior written approval of the other party. The parties further agree to include a non-solicitation provision, similar to this provision, in any subcontract that results from this Agreement. Neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity unrelated to the Program.

**Section 7.**  
**ACCESS TO CLASSIFIED OR RESTRICTED INFORMATION**

7.1. Notwithstanding anything to the contrary herein, access to or use of any information that is classified, limited access information, "For Official Use Only" information, or any other type of restricted access information shall be governed by the relevant regulations, laws, and agreements promulgated by the U.S. Government.

**Section 8.**  
**LIMITATIONS ON THE NATURE OF THE AGREEMENT**

8.1. This Agreement does not constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, other than a "contractor team arrangement" as set forth in FAR § 9.601, with the rights and obligations of the parties expressly set forth herein. Neither Team Member shall have authority to bind the other except as authorized herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the effort of either of the Team Members.

**Section 9.**  
**RIGHTS IN INTELLECTUAL PROPERTY**

9.1. Intellectual property shall remain the property of the originating party, and nothing in this Agreement shall be interpreted as granting any right or license, except as set specifically forth in this Agreement. In the event of joint inventions, discoveries, or development, the Team Members shall establish their respective rights by good faith negotiations between them, considering their respective contributions. In this regard, it is recognized and agreed that when required, the Team Members shall grant licenses or other rights to the Customer regarding inventions, data, and information under such standard provisions which may be contained in the Prime Contract under this Agreement or required by law. Such requirement shall only occur, however, provided such licenses or other rights shall not exceed those required by the Prime Contract or by law. Neither Team Member shall take any action, or fail to take any required action, which prejudices the rights of the other Team Member in joint inventions, discoveries, or developments.

**Section 10.**  
**PUBLICITY**

10.1. Prior to release, Prime Contractor shall conduct a good faith review and grant written approval to Subcontractor regarding any news release, public announcement, advertisement, or other publicity proposed for release by Subcontractor concerning the Program, either Team Member's efforts in connection with the Proposal, or any resulting Prime Contract or subcontract.

**Section 11.**  
**DESIGNATION OF RESPONSIBLE INDIVIDUALS AND NOTICE**

11.1. All notices, certificates, acknowledgments, and other reports hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by electronic mail, or otherwise delivered by hand, overnight courier or by messenger, addressed to the parties at the address set forth below in §11.2, or at such other address as Team Member shall have furnished to the other Team Member in writing. Each such notice or other communication shall

be treated as effective or having been given when delivered if delivered personally. If sent by mail, it shall be considered delivered at the earlier of its receipt or 96 hours after the same has been deposited in a regularly maintained receptacle for the deposit of mail, addressed and mailed as set forth above. If sent by Email, such correspondence shall be considered delivered upon sender receipt of electronic confirmation that recipient has received the email.

11.2. All communications relating to this Agreement shall be directed to the person specified to represent the Prime Contractor and the Subcontractor on this Program, as set forth below. Each Team Member shall appoint one Program and one contractual representative. These appointments shall be kept current during the period of this Agreement. Communications not properly directed to the persons designated to represent the Prime Contractor and the Subcontractor shall not be binding upon the Prime Contractor or the Subcontractor.

**11.2.1. For Prime Contractor:**

	<b><u>CONTRACTUAL</u></b>	<b><u>PROGRAM</u></b>
<i>Name:</i>	Elisha Abbott	Lasha Tsereteli
<i>Title:</i>	President	Country Manager
<i>Email:</i>	<a href="mailto:eli@kvg.com">eli@kvg.com</a>	<a href="mailto:lasha@kvg.com">lasha@kvg.com</a>
<i>Phone:</i>	+17177011837	+995593995595
<i>Address:</i>	180 Redding Lane	33a I. Chavchavadze ave
<i>City, State, Zip:</i>	Gettysburg, PA 17325	0179, Tbilisi, Georgia

**11.2.2. For Subcontractor:**

	<b><u>CONTRACTUAL</u></b>	<b><u>PROGRAM</u></b>
<i>Name:</i>	Mariam Jafaridze	Zurab Atoshvili
<i>Title:</i>	Director	General Manager
<i>Email:</i>	<a href="mailto:info@imsg.ge">info@imsg.ge</a>	<a href="mailto:info@intermedservice.ge">info@intermedservice.ge</a> <a href="mailto:Info@imsg.ge">Info@imsg.ge</a>
<i>Phone:</i>	+ (0) 995 555005212	+ (0) 995593926230
<i>Address:</i>	36 M. Chiaureli str.	60 Lubliana str.
<i>City, State, Zip:</i>	0159 Tbilisi, Georgia.	0159 Tbilisi, Georgia.

## **Section 12. TERMINATION**

12.1. This Agreement shall automatically terminate effective upon the date of the occurrence of any one of the following events or conditions:

- 12.1.1. The receipt of official Customer notice that either the proposed Subcontractor or subcontract will not be approved under the Prime Contract, that all areas of the Subcontractor's proposed responsibility have been eliminated from the requirements, or that Prime Contractor must competitively procure Subcontractor's products or services and Subcontractor does not offer the best value pursuant to said competition;
- 12.1.2. Award of a subcontract by the Prime Contractor to the Subcontractor. Should this Agreement also apply to subsequent phases of the program, when a subcontract is awarded to the Subcontractor for one of the phases listed above, this Agreement will remain in effect for the other phases of

the Program where a subcontract has not been awarded to the Subcontractor, unless one of the other events listed in this section applies;

- 12.1.3. Mutual written agreement of the parties to terminate this Agreement;
- 12.1.4. Five years after the effective date of this Agreement. If the Proposal has been submitted and is under evaluation by the Customer at the expiration of such period, this Agreement shall remain in effect unless otherwise terminated pursuant to one of the other conditions set forth in this §12.1;
- 12.1.5. A material breach by either Team Member of any of the provisions contained herein;
- 12.1.6. The filing by or against either Team Member in any court of competent jurisdiction of a petition in bankruptcy or insolvency, for reorganization, for the appointment of a receiver or trustee; or for the making of an assignment for the benefit of creditors;
- 12.1.7. Notification by the Customer or a good faith determination by Prime Contractor that Subcontractor's involvement creates an organizational conflict of interest ("OCI"), and Prime Contractor's good faith determination that Subcontractor cannot sufficiently mitigate such OCI;
- 12.1.8. The Customer proposes or determined debarment or suspension of either party from contracting;
- 12.1.9. Failure of the Team Members to reach agreement on a subcontract within a reasonable time, but in no event more than 120 days after initiation of negotiations after Prime Contract award, unless otherwise mutually agreed in writing;
- 12.1.10. Subcontractor past performance or evaluation data that Prime Contractor reasonably determines may jeopardize the likelihood of its award of the Prime Contract.

12.2. Notwithstanding anything to the contrary in §12.1, where there is a protest against the award of a contract or the institution of any type of action or legal proceeding designed to challenge Customer's award of a contract in this Program, this Agreement will not terminate until after there is a final decision, which has not been appealed, or cannot be appealed, on the protest or other legal action or proceeding.

12.3. If the Customer materially changes the Program's content by adding or deleting work elements (e.g., adding the work being performed on one or more other programs) after the parties enter into this Agreement, the parties shall enter into good faith negotiations to modify this Agreement in light of such changes to the Program. If the parties fail to agree upon a modification to this Agreement within a reasonable time under the circumstances, either party may terminate this Agreement.

12.4. If this Agreement is terminated for any reason, either party is free to pursue its individual technical approach in association with the successful contractor or a third party for the

Program. Where this Agreement is terminated for material breach, only the non-breaching party is free to pursue its individual technical approach in association with the successful contractor or a third party for the Program.

12.5. All terms and conditions of this Agreement that by their nature are intended to survive termination, including but not limited to §§5, 6, 9, 10, 13, 14, **Error! Reference source not found.**, 15, 16, and Exhibit B, shall remain enforceable subsequent to termination.

### **Section 13. LIMITED WARRANTY**

13.1. Each Team Member warrants that it has the right to enter into this Agreement and can fully perform all obligations herein undertaken.

13.2. Each Team Member warrants that the data, information, and other material furnished to the other Team Member does not infringe any third-party rights in any U.S. patent, copyright, trademark, semiconductor mask, or trade secret.

13.3. Subcontractor warrants that any and all pricing data or pricing information provided for submission to the Customer is true, current, accurate, and complete. Subcontractor shall indemnify Prime Contractor for all losses and expenses that arise out of any breach of this warranty.

### **Section 14. LIMITATION OF LIABILITY**

14.1. Except for claims based on any infringement of proprietary rights, in no event shall either Team Member be liable to the other, as a result of the performance of this Agreement, for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other Team Member, even if such Team Member has been advised of the possibility of such damages.

### **Section 15. COMPLIANCE WITH LAWS AND REGULATIONS**

15.1. Team Members agree at all times to comply with all applicable local laws, rules and regulations, including but not limited to US legislation if required, including Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, the Foreign Corrupt Practices Act, and the Procurement Integrity Act.

## Section 16. AGREEMENT

16.1. Upon signing by their duly authorized representatives, this Agreement shall become a mutually binding agreement by and between Prime Contractor and Subcontractor. It shall not be varied, except by an instrument in writing of subsequent date, duly executed by an authorized representative of each party.

16.2. This Agreement contains the entire agreement between the Team Members and supersedes any previous understandings, commitments, or agreements, oral or written, with respect to the Program, the Proposal, or any resulting subcontract or other work.



16.3. The Team Members agree that this Agreement may be executed by fax, facsimile, email, or similar electronic means and shall be as effective as and as binding as if it were executed with original signatures. The parties also agree that this Agreement may be executed in duplicate, with each party retaining one original.

16.4. The failure of either Team Member at any time to require performance by the other Team Member of any provision hereof shall in no way affect the right of the party not requiring performance to enforce the same. Further, waiver by said Team Member of any breach of any provision hereof be taken or held to be a waiver of the provision itself.

16.5. If, for any reason, any provision of this Agreement is determined to be illegal or otherwise invalid or unenforceable under applicable present or future laws or regulations, that provision shall be deemed not to be a part of this Agreement, with the remainder of this Agreement as shall otherwise remaining intelligible, given full force and effect, binding the parties.

16.6. This Agreement may not be assigned or otherwise transferred, including by operation of law, by Subcontractor in whole or in part, without the express prior written consent of Prime Contractor.

**IN WITNESS WHEREOF**, each of the Team Members hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

KVG LLC	Intermed LLC
 <b>Eli Abbott</b> <b>President</b> 20/09/2024	 Zurab Atoshvili (Sep 25, 2024 17:40 GMT+4) <b>Zurab Atoshvili</b> <b>General Manager</b> 24/09/2024

**EXHIBIT A  
STATEMENT OF WORK**

**A.1 Division of Responsibility**

Current Customer RFP scope:

<b>Scope Element</b>	<b>Intermed LLC</b>	<b>KVG</b>
Medical Supplies, Goods, Equipment, & Services	Supply of medical supplies, equipment, training, and services.	Overall Program Management, Delivery QA, Logistics Support
Payment Terms	NET 30 days <sup>1</sup> for contracts under USD 1,000,000. For contracts exceeding USD 1,000,000, terms are negotiable	Net 30 days from invoice acceptance date

**A.2 Work Scope Allocation and Adjustments.** The exact scope of work to be subcontracted to Subcontractor is subject to adjustment based on the final requirements of the prime contract and the work allocation criteria set out within. In determining a final scope of work and allocation, the Parties will work in good faith to achieve a scope of work which (a) meets the requirements of the prime contract, (b) capitalizes on the strength of Subcontractor and (c) which is consistent with the agreed work scope set forth above.

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<sup>1</sup> NET 30 – meaning the payment terms under the US Government rules, where Net 30 is payment terms for trade credit, which specify that the net amount is expected to be paid in full by the buyer within 30 days of the date when the goods are dispatched or the service is completed.