



TEAMING AGREEMENT BETWEEN ES3 PLG AND <<Insert Business Name>>

This Agreement is made and entered into on <<Insert Date>> between ES3 PLG ("Prime Contractor"), a California corporation with principle business address located at 600 B Street, 19th Floor, San Diego, CA 92101 and <<Insert Business Name>> ("Subcontractor") a <<Insert Business Type>> with business address located at <<Insert Business Address>>. Prime Contractor and Subcontractor are sometimes hereinafter referred to as "Team Member(s)."

WHEREAS, the Defense Logistics Agency (DLA) and US Air Force ("Customer") intends to issue or has issued a Request for Proposal characterized as solicitation number SPRHA1-26-R-1003 (as amended) for the purchase of landing gear spares also known as Landing Gear Collaborative Supply Chain Integration II (LG-CSCI2) under which the Customer is soliciting proposals for an Indefinite Delivery Indefinite Quantity (IDIQ) contract for the provision of certain supplies and/or services ("Program");

WHEREAS, the Team Members believe that a cooperative and complementary effort between the two will result in a successful proposal to the Customer; and

WHEREAS, the Team Members, to this end, desire to enter into this Agreement and, thereunder, to provide (1) for the joint preparation of a proposal in response to the above RFP, and (2) outline the estimated allocation of work to be performed by the Parties under any resultant contract award from the Customer (the "Purpose").

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:

1. ALLOCATION OF RESPONSIBILITY; SUBMISSION OF PROPOSAL

- 1.1 The Prime Contractor shall take principal charge of preparing and submitting the proposal ("Proposal") in response to the RFP and performing the work entailed in the resulting prime contract. The Subcontractor shall prepare part pricing and other related information that may be required to fully respond to the solicitation as may be directed by the Prime.
- 1.2 The Team Members agree to jointly develop cost/pricing targets for those portions of the work to be performed by the Subcontractor so as to maximize the competitiveness of the Proposal.
- 1.3 The Proposal submitted to the Customer shall contain and identify the Subcontractor's contribution to the Proposal and shall also indicate that the Prime Contractor intends to award a subcontract to the Subcontractor for the work identified as the Subcontractor's responsibility.

2. NON-PARTICIPATION IN COMPETITIVE PROPOSALS

During the effective term of this Agreement, each Team Member agrees that it will not participate in any manner in other teaming efforts that are competitive to this Agreement and that it will not compete independently (including the independent submission of a proposal to the Customer for the program). However, this Agreement shall not preclude either party from bidding or contracting independently from the other on any Government or industry program nor shall it preclude either Team Member from offering to sell or selling 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.

3. AWARD OF SUBCONTRACT

In the event that the Prime Contractor is awarded the contract for this Program, the Team Members promise to work in good faith to execute a subcontract for the work to be performed by the Subcontractor with consideration approximate to the work and pricing provided by the Subcontractor to the Prime Contractor. The Subcontractor acknowledges that the subcontract (and any modifications thereto) may be subject to the consent or approval of the Customer. The Subcontractor agrees to accept the inclusion of terms, conditions, FAR/DFAR and agency supplemental flowdown clauses, and other such other provisions as the Prime Contractor may reasonably require in order to enable it to perform its obligations as a prime contractor.



4. LIMITATION OF RIGHT TO REIMBURSEMENT, PAYMENT, OR COMPENSATION

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 any reimbursement, payment, or compensation of any kind under this agreement.

5. PROPRIETARY INFORMATION

Each Team Member agrees to handle the proprietary data of the other in accordance with the terms and conditions of any executed Mutual Nondisclosure Agreement (NDA).

6. LIMITATIONS ON THE NATURE OF THE AGREEMENT

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(b), and the rights and obligations of the parties shall be only those expressly set forth herein.

7. EXPIRATION OF AGREEMENT

This Agreement, which is effective upon the date of its execution hereof, shall automatically expire and be deemed terminated effective upon the date of the happening or occurrence of any one of the following events or conditions, whichever shall first occur:

- 7.1 The receipt of written notice from the Customer that the solicitation has been cancelled or it will not award the contract for this Program to the Prime Contractor;
- 7.2 Award of a subcontract by Prime Contractor to Subcontractor for its allocated portion of the Program;
- 7.3 Mutual agreement of the parties to terminate the Agreement;
- 7.4 The expiration of a two (2) year period commencing on the date of this Agreement, except that such period may be extended by mutual agreement of the parties;
- 7.5 A material breach by either Team Member of any of the provisions contained herein

8 ENTIRE AGREEMENT

This Agreement is entered into under the state law of California contains the entire agreement between the Team Members and supersedes any previous understandings, commitments, or agreements (oral or written) with respect to the RFP, the Proposal, or any subcontract or other work emanating therefrom.

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.

UNDERSTOOD & ACCEPTED
Prime Contractor

UNDERSTOOD & ACCEPTED
Subcontractor

ES3 PLG

Authorized Signature

Authorized Signature

Sheridan Kay
Printed Name

Printed Name

Program Manager
Title

April 1, 2026
Date

Title

Date