PROFESSIONAL SERVICES WHITE LABELING AGREEMENT

KOSLAB

This Agreement (including any Exhibits) governs the protocol used if you ("Client") require KOSLAB PLT ("Provider") or its personnel to represent and assume your organization's brand identity and is subject to the General Terms of Engagement available at https://koslab.org/agreements or, as applicable, other base agreement between Client and Provider. In the event of a conflict between this Agreement and the base agreement, the base agreement control.

1. **Authorized Representation.** Subject to acceptance of applicable Statement of Work ("SOW") and Client requirement to represent Client in a particular engagement. Client authorizes the Provider's personnel involved in the SOW to act as a representative of the Client solely for the purposes defined in the SOW to the End Client.

2. **"Invisible" Subcontractor.** The Provider agrees for its applicable Provider personnel to present themselves to End Clients as an integrated part of the Client's team (e.g., as "Associate", "Consultant," or "Solution Architect" of Client).

3. **Branding Protocols.** The following protocols shall applies.

   a) **Email & Communication:** The applicable Provider's personnel shall use email addresses, signatures, and communication templates provided by the Client for all End Client correspondence.

   b) **No Independent Branding:** The Provider and its applicable personnel shall not display their own logos, trade names, or marketing materials to the End Client without prior written consent from the Client.

   c) **Business Cards:** If required, the applicable Provider's personnel shall use business cards issued by the Client.

   d) **Public Events and Exposure:** The Provider and its applicable personnel is not required to represent the Client in any public-facing events (including but not limited to conferences, press briefings, or trade shows) where such representation could reasonably increase the risk of the Provider and its applicable personnel's independent identity being discovered by an End Client, thus compromising the 'Invisible' Subcontractor protocol

   e) **Public Discovery:** The Provider shall not be held liable for any breach of this Agreement if the End Client discovers the Provider or its applicable personnel's independent identity, business affiliation, or public portfolio through public domain searches (including but not limited to LinkedIn profiles, public code repositories, or general internet searches), trade shows, conferences, press briefings, or third-party sources, provided the Provider or its applicable personnel has not actively solicited the End Client or directed them to such sources in violation of this Agreement.

4. **Conflict of Interest.** The Provider shall immediately disclose to the Client any prior relationship or potential conflict of interest with an assigned End Client.

5. **Client's Indemnity.** The Parties acknowledge that the Provider will interact directly with the End Client as a representative of the Client. However, as the Provider has no direct contractual relationship with the End Client, the Client agrees to indemnify and hold the Provider harmless against any claims, damages, or lawsuits brought by the End Client arising from the Provider's performance of services, provided the Provider has acted within the scope of the applicable SOW, this Agreement and the base agreement; and without gross negligence or willful misconduct.

6. **Warranty on Disclosure.** The Client warrants that its agreement with the End Client permits the use of subcontractors on a "white label" or undisclosed basis. The Client acknowledges that the Provider relies on this warranty when presenting themselves as part of the Client's team. Consequently, the Provider shall not be held liable for any claim of misrepresentation, fraud, or breach of contract arising solely from the Client's failure to legally disclose the Provider's identity or status to the End Client.

7. **Effect of Termination.** Upon termination of the applicable SOW, this Agreement or the base agreement for any reason:

   a) Clause 6 (Non-Bypass) and 7 (Client's Indemnity) shall survive the termination or expiration of the SOW or the base agreement for **twelve (12) months.**