



# VETERAN VANGUARD ASSIGNMENT CONTRACT

*(English Law – Full Legal Draft)*

This Veteran–Client Engagement Agreement (the “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, **20** (the “Effective Date”), by and between:

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_, with its registered office at \_\_\_\_\_ (the “Client”);

and

\_\_\_\_\_, an independent professional acting in his/her own capacity and identified on the Platform as a “Veteran” (the “Veteran”).

The Client and the Veteran may be referred to individually as a “Party” and collectively as the “Parties.”

## 1. Preamble

This Agreement is entered into pursuant to an introduction made through **Veteran Vanguard**, a professional engagement facilitation platform developed and operated by **Allied Resource Center Limited, trading as ARCOIRED**, a private limited company incorporated in the Republic of Kenya under the Companies Act, 2015, Company Registration No. PVT-LRUMPMMK, with its registered office in Nairobi, Kenya (“ARCOIRED”). The Client acknowledges that ARCOIRED acts solely as a facilitator and administrative intermediary, and that no employment, partnership, joint venture, or supervisory relationship exists between ARCOIRED and the Veteran, or between ARCOIRED and the Client, in connection with the subject matter of this Agreement.

This Agreement is a direct contractual undertaking between the Client and the Veteran. It is intended to govern the scope of professional services, as well as the Parties’ responsibilities and obligations. It does not alter, replace, or supersede the terms of the **ARCOIRED Terms of Use**, **ARCOIRED Privacy Policy**, or **ARCOIRED Website Disclaimer**, each of which remains binding on the Parties to the extent applicable. This Agreement must be read in conjunction with those corporate documents.



## 2. Purpose and Scope of Engagement

The Client hereby engages the Veteran to perform certain professional or advisory services as mutually agreed in writing between the Parties (the “Services”). The precise nature, duration, deliverables, and performance expectations relating to the Services shall be documented separately, whether through a statement of work, engagement letter, scope description, or written confirmation exchanged between the Parties. The Veteran shall perform the Services as an independent professional and shall retain full discretion as to the manner, method, and means of performing the Services, subject always to the mutually agreed requirements of the engagement.

## 3. Independent Professional Status

The Parties expressly agree that the Veteran is engaged as an independent contractor and not as an employee, agent, representative, or partner of the Client. Nothing in this Agreement shall be construed as creating an employment relationship, nor shall it be interpreted as obliging the Veteran to work under the Client’s direction or control beyond the parameters necessary to deliver the Services. The Veteran shall be solely responsible for all taxes, social security contributions, insurance obligations, and any other statutory liabilities arising from or connected to the provision of the Services.

## 4. Fees Payment Terms

The Parties shall agree separately on the professional fees payable by the Client to the Veteran in respect of the Services (“Professional Fees”). The Professional Fees shall be payable in the manner and within the timeframes agreed by the Parties. Any advance payments, milestone-based disbursements, or completion payments shall be set out explicitly in the Parties’ written engagement documentation.

The Parties acknowledge that, independently of this Agreement, the Client is required to pay ARCOIRE a **Matching Fee**, calculated as a percentage of the Professional Fees agreed between the Parties, arising from the introduction facilitated through Veteran Vanguard. Payment of the Matching Fee shall be governed exclusively by the **Matching Fee Agreement** entered into between the Client and ARCOIRE. The Veteran bears no liability for the Matching Fee, and the Client undertakes not to structure any agreement with the Veteran for the purpose, effect, or intent of avoiding the Matching Fee payable to ARCOIRE.



## 5. Standard of Performance

The Veteran shall perform the Services with reasonable skill, care, diligence, and professional competence, consistent with the standards expected of an experienced practitioner in the relevant field. The Client shall provide the Veteran with all necessary access, information, approvals, and cooperation reasonably required for the adequate performance of the Services. The Client acknowledges that the Veteran does not guarantee any specific outcome, commercial result, or financial return arising from the Services.

## 6. Confidentiality

The Parties shall protect and maintain the confidentiality of all nonpublic information disclosed during the performance of the Services. Confidentiality obligations shall be governed either by (i) a separate Nondisclosure Agreement executed between the Parties, or (ii) this Agreement where no separate NDA exists. Neither Party shall disclose confidential information to any third party except as required by law or with the prior written consent of the other Party. These obligations shall survive termination of the Agreement for three (3) years, except in the case of legally protected trade secrets, which shall remain confidential for so long as such information remains a trade secret.

## 7. Intellectual Property

Unless expressly agreed otherwise in writing, any intellectual property, work product, documents, methods, systems, analyses, or materials created or developed by the Veteran in performing the Services shall be deemed to be owned by the Veteran. The Client is granted a non-exclusive, non-transferable, revocable license to use such work product solely for the purpose for which it was created. If the Parties intend for intellectual property created under this engagement to be transferred or assigned, such terms shall be documented in a separate written agreement.

## 8. Limitation of Liability

To the fullest extent permitted by law, neither Party shall be liable to the other Party for any indirect, consequential, incidental, or punitive damages arising from or connected to this Agreement. The Veteran's liability for direct damages shall not exceed the total Professional Fees paid or payable under this Agreement, unless such damages arise from gross negligence, intentional misconduct,



fraud, or any liability which cannot legally be excluded. Nothing in this Agreement shall restrict or limit any Party's liability for death or personal injury caused by negligence.

## **9. Term and Termination**

This Agreement shall start on the Effective Date and shall continue until completion of the Services, unless earlier terminated by mutual agreement or by written notice from either Party. Either Party may terminate this Agreement upon written notice if the other Party materially breaches any provision and fails to remedy such breach within fourteen (14) days of receiving written notice specifying the breach. Upon termination, the Veteran shall be entitled to payment for all Services rendered up to the date of termination.

## **10. Governing Law and Arbitration**

This Agreement shall be governed by and construed under the **laws of England and Wales**, without regard to conflict of laws principles. Any dispute arising out of or connected with this Agreement shall be referred to and finally resolved by arbitration under the **LCIA Rules**, which are deemed incorporated into this clause. The seat of arbitration shall be London, England, and the language of arbitration shall be English. The Parties agree that arbitration shall be the exclusive forum for resolving disputes arising under this Agreement.

## **11. Entire Agreement and Amendments**

This Agreement constitutes the entire understanding between the Parties with respect to the Services and supersedes all prior discussions or agreements regarding the subject matter. No amendment or modification of this Agreement shall be effective unless made in writing and signed by both Parties. If any provision is held to be unenforceable, the remaining provisions shall continue with full force.

## **12. Counterparts**

This Agreement may be executed in counterparts, and each counterpart shall constitute an original instrument. Electronic or digital signatures shall be deemed valid and binding.



Allied Resource Center Limited

A Member of Social Enterprise Kenya

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.**

**CLIENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VETERAN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_