



VETERAN VANGUARD TERMS OF SERVICE

(Product Supplement to ARCOIRED Corporate Policies – Full Legal Paragraph Format)

1. Preamble

These Terms of Service (the “Terms”) govern the use of the digital Platform known as **Veteran Vanguard**, which is developed, owned, 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-LRUMPPMK, with its registered office in Nairobi, Kenya (“ARCOIRED”). Veteran Vanguard is a service offering within the broader suite of ARCOIRED digital and analytical products. These Terms are intended to operate as a product-specific supplement and must therefore be read in conjunction with ARCOIRED’s principal legal instruments, namely the **ARCOIRED Privacy Policy**, the **ARCOIRED Terms of Use**, and the **ARCOIRED Website Disclaimer** (collectively, the “Corporate Policies”). The Corporate Policies continue to apply in full force to all users of Veteran Vanguard and prevail on all corporate-level matters, while these Terms govern the specific operation and use of the Veteran Vanguard Platform. By accessing or using Veteran Vanguard, users acknowledge and agree that these Terms and the Corporate Policies collectively govern their relationship with ARCOIRED in connection with the Platform. Should a user not agree to be bound by these Terms, they must immediately discontinue any use of the Platform.

2. Purpose and Nature of the Platform

Veteran Vanguard is an online professional facilitation environment through which experienced, retired, or long-serving professionals (“Veterans”) may create and publish profiles detailing their expertise, and through which potential clients (“Clients”) may review such profiles and initiate requests to engage particular Veterans for advisory or professional assignments. The Platform is intended solely to enable introductions between Veterans and Clients. ARCOIRED does not provide consultancy, advisory, or professional services itself through Veteran Vanguard, nor does it act as an employer, principal, agent, supervisor, or manager of any Veteran. ARCOIRED’s role is limited to operating and maintaining the Platform; verifying and approving Veteran profiles; processing Client requests; and issuing the relevant administrative documentation connected with any engagement. All contracting, performance of services, professional undertakings, and



outcomes are matters exclusively between Veterans and Clients, and ARCOIRE shall bear no responsibility or liability in relation thereto.

3. Veteran Participation and Profile Obligations

Veterans who register on the Platform warrant that all information provided in their profile or during the registration process is accurate, complete, and not misleading. Veterans are responsible for ensuring the accuracy, timeliness, and integrity of all information they publish or provide. ARCOIRE reserves the right, at its sole discretion, to request additional information, verify credentials, decline a registration, suspend a profile, or remove a Veteran from the Platform where such action is deemed necessary to preserve the integrity or safety of the Platform. Veterans acknowledge that their participation constitutes a representation of professional competence, and they remain solely responsible for the quality and performance of any services they choose to provide to Clients.

4. Client Use and Responsibilities

Clients who access Veteran Vanguard agree to use the Platform in good faith and in compliance with all applicable laws. Clients shall ensure that all information submitted in connection with a request for a Veteran is accurate and truthful. The Client acknowledges that all engagements ultimately arise from direct contractual arrangements between the Client and the Veteran, and that ARCOIRE has no role in negotiating, reviewing, supervising, or guaranteeing the performance, quality, or results of such engagements. Clients remain solely responsible for defining the scope of work, agreeing to terms, making payments to Veterans, and managing the engagement relationship. ARCOIRE expressly disclaims all liability arising from or related to the performance or nonperformance of any engagement between a Client and a Veteran.

5. Engagement Workflow and Matching Process

The typical workflow of a Platform-initiated engagement comprises the following sequence: a Veteran registers and submits a profile; ARCOIRE reviews and approves the profile; a Client identifies a Veteran of interest and submits a request; ARCOIRE notifies the Veteran and facilitates initial contact; the Client and Veteran discuss the proposed assignment; and, if they agree to proceed, ARCOIRE issues a Matching Agreement and invoice to the Client in connection with the Matching Fee. Once the Client signs the Matching Agreement and pays the applicable



Matching Fee, the Client and Veteran execute their own engagement agreement, and the assignment proceeds independently. ARCOIRE may modify, refine, or update this workflow at any time without prior notice to users. The Client and Veteran acknowledge that ARCOIRE shall not be liable for any delays, failures, or disputes arising from or relating to any stage of the matching or engagement process.

6. Matching Fee and Client Payment Obligations

Upon confirmation of an engagement between a Client and a Veteran resulting from a request submitted through the Platform, the Client becomes liable to pay a Matching Fee to ARCOIRE. The Matching Fee is calculated as a percentage of the contract value agreed between the Client and the Veteran and is payable strictly in accordance with the terms of the Matching Agreement executed between ARCOIRE and the Client. ARCOIRE shall issue an invoice referencing the applicable Request ID. Payment must be made within the period specified on the invoice. Failure or refusal to pay the Matching Fee constitutes a breach of these Terms and may result in suspension from the Platform, legal recovery actions, and any other remedies available to ARCOIRE. Veterans shall not be charged any fees for registration, profile creation, or participation on the Platform, nor shall they be responsible for the Client's Matching Fee obligations.

7. Platform Role and Limitations of Responsibility

Veteran Vanguard functions solely as a facilitation platform, and ARCOIRE does not assume responsibility for verifying, controlling, supervising, or managing the conduct or performance of any Veteran. No provision of these Terms shall be interpreted as creating a relationship of employment, partnership, agency, or joint venture between ARCOIRE and any Veteran or Client. ARCOIRE does not warrant the competence, background, performance, availability, conduct, or suitability of any Veteran, nor does it guarantee the accuracy or completeness of Veteran profiles. The Client and Veteran bear all risks associated with their engagement and acknowledge that ARCOIRE's role is limited strictly to enabling introductions and administratively supporting the engagement process.

8. Non-Circumvention and Integrity of the Platform

Users of the Platform, whether Veterans or Clients, agree not to circumvent ARCOIRE or the Platform by avoiding the payment of the Matching Fee or bypassing the established engagement



workflow. Any attempt to engage a Veteran introduced through the Platform without notifying ARCOIRE or without paying the required Matching Fee constitutes a breach of these Terms. ARCOIRE reserves the right to enforce its rights under contract or law, including claiming the Matching Fee due, suspending access to the Platform, or pursuing legal remedies where circumvention is established.

9. Intellectual Property Rights

All content, structures, designs, text, code, databases, and operational systems relating to Veteran Vanguard are the property of ARCOIRE or its licensors and are protected under applicable intellectual property laws. Users are granted a limited, non-exclusive, non-transferable right to access and use the Platform solely for lawful purposes and within the scope of these Terms. Veteran profiles remain the intellectual property of the respective Veterans; however, by submitting a profile, the Veteran grants ARCOIRE a non-exclusive, royalty-free license to reproduce, display, and use such content for the purposes of operating and promoting the Platform.

10. Liability and Disclaimers

The Platform is made available on an “as is” and “as available” basis, and ARCOIRE expressly disclaims all warranties, whether express or implied, to the maximum extent permitted by law. ARCOIRE shall not be liable for any inaccuracies, omissions, delays, or errors contained in any Veteran profile or arising from the conduct or performance of any Veteran or Client. ARCOIRE shall not be liable for any loss, damage, claim, or expense, whether direct or indirect, arising out of or connected with the use of the Platform. The disclaimers and limitations of liability contained in the **ARCOIRE Website Disclaimer** apply in full to these Terms. No provision of these Terms operates to exclude liability for fraud, fraudulent misrepresentation, or any liability that cannot legally be excluded.

11. Governing Law and Arbitration

These Terms and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the **laws of England and Wales**. Any dispute which cannot be resolved amicably shall be referred to and finally resolved by arbitration under the **LCIA Rules**, which Rules are deemed incorporated into this clause. The seat of arbitration shall be London,



Allied Resource Center Limited

A Member of Social Enterprise Kenya

England, and the language of the arbitration shall be English. The arbitration award shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

12. Amendments and Updates

ARCOIRE reserves the right to amend or update these Terms at any time, at its sole discretion. Any modifications shall take effect upon publication on the Platform. Continued use of the Platform following publication of updated Terms constitutes acceptance of such modifications. Users are encouraged to review these Terms periodically to remain informed of their rights and obligations.