



Aalbun
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These Terms & Conditions, together with any accompanying letter and contract constitute a Service Contract (Contract) for work by the Aalbun's Network Member (Member) with Arctic Alliance Ltd and all its subsidiaries (Aalbun).

1. Terms of Participation

The Aalbun Network is a group of companies, professionals and consultants in various industries and technology fields who provide Intellectual Property (IP) consulting and other IP-related services to Aalbun's clients (Clients), through Aalbun's platform WorkZone (Platform). Aalbun provides opportunities for Members to participate in different types of projects (Projects) with Clients.

As Aalbun Network Member, you acknowledge and agree to the following:

- (i) you are a non-agent independent contractor of Aalbun;
- (ii) you have no authority to act on behalf of Aalbun;
- (iii) you are not eligible for any Aalbun or Client employment benefits based on your participation in the Aalbun Network;
- (iv) you shall not identify any Client or Aalbun as your employer;
- (v) you are joining the Aalbun Network in your individual capacity and on your own behalf or as a legal entity;
- (vi) Aalbun, in its sole discretion, may determine your eligibility for participation in the Aalbun Network;
- (vii) You are wholly responsible for all taxes, insurances and other similar contributions or taxes which may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable by the Company under the Contract.

Your participation in Projects and Platform activities is always at Aalbun discretion. Aalbun makes no representation or warranty regarding the frequency, quantity, or type of invitations to Projects or Platform activities that Members will receive or in which Members will be chosen to participate, based on the Clients request and Member's Information.

2. Duties

The Member agrees to act in good faith, in a professional and workmanlike manner, to the best of Member's ability, and in accordance with these Terms & Conditions and all applicable laws and regulations. When engaging in Projects or Platform activities, Members agree to abide by any obligations Members may have that limit what they can discuss, including any conflict of interest that might arise from engaging with specific Clients. It is the Members' duties to inform Aalbun of any conflict of interest that may arise before accepting a Project or Platform activity.

3. Remuneration

Unless otherwise agreed in writing by Aalbun or stated in any Project invitation, Members will be remunerated only for the work Member spend interacting with Clients on Projects at the agreed

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rate or fixed price approved by Aalbun prior to the work. Payment accrues on a project basis and is paid by bank transfer thirty (30) days after invoice.

4. Expenses

Aalbun promptly reimburses Members with all travelling, accommodation, subsistence and other expenses, which they may reasonably incur in the course of Aalbun's business and should be mutually agreed in advance. In the event of dispute of any invoice, Aalbun will pay the non-disputed part of the invoice on time.

5. Confidentiality

Members must not without authority either disclose to any third party or use for their own benefit any information about Aalbun's business or that of its Clients, Platform and Projects (Confidential Information). Members shall continue to honour this obligation after the termination of their contract until such time as the relevant information falls into the public domain otherwise than through their own default.

Aalbun will, from time to time, inform Members of additional rules that Members are required to observe and specific topics that Members are not permitted to discuss and which constitute part of Confidential Information. Members agree to observe these rules and any limitations we place on what Members can discuss.

Members consent to Aalbun contacting them by email, telephone, SMS, or otherwise, to process and administer details of their membership and other required activities to work with the Platform and the Projects.

6. Intellectual Property Rights

Any intellectual property rights (including inventions, designs and copyright) which Members may create in the course of the Contract relating to Aalbun's business shall belong to Aalbun; and the Member shall, at Aalbun's request and expense, execute such formal documents, including, but not limited to assignment of rights, as may be required to confirm or give effect to this provision.

7. Outside Interests

The Member is engaged on a non-exclusive basis and is entitled to be engaged, concerned or interested in and provide services to any other firm, business or trade. The Member may not solicit or engage in outside work that would present a conflict of interest with work under the Contract. As a condition to participation in the Aalbun Network, Members may not, directly or indirectly,

- (i) solicit other Aalbun Network Members for projects or other engagements;
- (ii) solicit or engage with Clients to whom Members are first introduced to through Aalbun, for a period of one (01) year from the most recent Project with or introduction to such Client Members agree not to knowingly solicit projects from or propose or agree to any kind of service, consulting, or advisory with such Client

outside of Aalbun without the prior written consent of Aalbun.

8. Qualifications

Members agree to provide Aalbun with accurate and complete biographical information, including the rights to represent and technological field expertise in case this information is required by the Client or to complete the Project.

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9. Indemnity Insurance

The Member hereby warrants that he/she is covered by indemnity and liability insurance. Such insurance policy shall remain active throughout the entire time of membership in the Aalbun Network and cover all services provided by the Member as the member of the Aalbun Network.

10. PERSONAL DATA

The Member confirms that he/she is the administrator of personal data obtained through his/her membership in the Aalbun Network, in particular the data of other members and Clients, including the name, surname, data related to their position within the company and personal qualifications.

The Member declares that he/she is familiar with the provisions of the General Data Protection Regulation (GDPR) and that he/she meets the conditions and requirements of lawfulness of data processing.

11. Termination

Subject to Member's obligation to complete Projects for which they are engaged, they have the right to withdraw from the Aalbun Network at any time upon two (02) months notice to Aalbun, and Aalbun has the unlimited right to terminate or limit the Member's membership in the Aalbun Network at any time and for any reason. In cases of dishonesty, misconduct, or prolonged absence, Aalbun may terminate the contract without notice or payment in lieu.

12. Applicable Law and Jurisdiction

The Consulting Contract shall be construed and governed by the laws of England and Wales, and subject to the exclusive jurisdiction of the English courts.

By onboarding into our Platform, or signing these Terms & Conditions, you acknowledge and agree that you are making express representations to Aalbun and Clients that you will abide by all of your obligations and responsibilities as set forth in these Terms & Conditions.

End of Terms & Conditions