

## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT** is made by and between:

The Asociación Latinoamericana de Transporte Aéreo with domicile at Calle 43 Este, PH colores de Bella Vista, piso 6, oficina G, Ciudad de Panamá, Bella Vista, Panamá ("**ALTA**")

**AND**

iCorporate Events Co., with offices at 1313 Ponce de Leon Blvd, Suite 201, Coral Gables, FL 33134 (the "**Contractor**").

Hereinafter, ALTA and the Contractor shall be collectively referred to as the "**Parties**", and "**Party**" shall mean any one of ALTA or the Contractor as applicable in the context in which the term is being interpreted.

**WHEREAS:**

- (1) ALTA is an association of airlines whose objectives are to promote safe, efficient and environmentally friendly air transport and to provide means for collaboration among certain air transport enterprises engaged directly or indirectly in international air transport service;
- (2) the Contractor has knowledge and experience in the organization of corporate conferences and in the development and administration of webpages to manage conferences, it also has wide expertise in the development of marketing materials, multimedia materials, publications and promoting and selling sponsorships to generate revenue for its clients
- (3) ALTA desires to retain Contractor so that its services will be available to ALTA in its area of specialized knowledge; and
- (4) Contractor is willing to provide its services (the "**Services**") as more particularly described in this Agreement (the "**Agreement**") and to undertake service on ALTA's behalf.

Accordingly, the Parties hereto agree as follows:

### **1) Scope of Services**

ALTA wishes to engage the Contractor and the Contractor agrees to provide ALTA with services pursuant to Schedule 1. In the performance of the Services, the Contractor shall report to any personnel designated by ALTA for that purpose.

### **2) Term**

The term of this Agreement shall be from January 1<sup>st</sup> 2025 through December 31<sup>st</sup> 2026, unless terminated in accordance with Section 9 of this Agreement. ALTA will call for a Request for Proposal for the Services for a three year term commencing January 1<sup>st</sup> 2026.

Grant of First Option: ALTA does hereby grant Contractor the exclusive and irrevocable right,

during the term of this agreement, of first refusal and first option to provide the Services, upon the same terms and conditions offered by the best bidder of the above-mentioned Request for Proposal.

**Exercise of First Option:** This right of first refusal or first option to provide the Services may only be exercised by Contractor within thirty (30) days from notification by ALTA that ALTA desires to execute a new contract for Services with the best bidder of the request for proposal. ALTA is obligated to provide such notice to Contractor prior to signing the new agreement.

### 3) Fees and Payment

- a) ALTA shall pay the Contractor a basic fee according to Schedule 2 (hereinafter the "Basic Fee").
- b) The Contractor shall submit a monthly invoice and all applicable receipts in digital format to ALTA's Accountancy Department at the following email address or any other address ALTA may inform from time to time:

Johnny Gallardo at [jgallardo@alta.aero](mailto:jgallardo@alta.aero)

- c) ALTA shall settle the invoice within fifteen (15) days from the date of receipt subject to ALTA's complete satisfaction with the Services according to the following requirements:

Invoice Requirements	
1.	Contractor's Name
2.	Contractor's Address
3.	Contractor's Bank Information
5.	Invoice number
6.	Invoice must be addressed to ALTA
7.	Invoice must include the date
8.	Invoice must include the total amount
9.	Invoice must include amount before tax, and if applicable, tax on a separate line
10.	Invoice must include the Project name
11.	Invoice must include brief description of the Services rendered
12.	Invoice must stipulate the period covered

- d) Payment of all sums due to Contractor shall be in United States dollars by electronic bank transfer to the following account:

Bank: Citibank  
Account#: 9114676451  
Swift: RT 266086554

- e) All fees shall be payable without deduction, including no deduction for federal income, social security, or state/provincial income or any other taxes and the Contractor hereby agrees to indemnify and hold ALTA harmless against and for any or all such taxes.
- f) All fees shall be exclusive of pre-approved expenses incurred by the Contractor which are related to the performance of the Services and shall be reimbursed by ALTA provided that:



- i) the Contractor presents to ALTA an itemized account of such expenses together with supporting receipts within sixty (60) days of the expenses being incurred;
- ii) all expenses including the cost of airline tickets shall require the prior written approval of ALTA and provided that Contractor submits all original receipts;
- iii) all travel expenses incurred by Contractor in connection with the performance of this Agreement and its Schedules shall comply with ALTA's travel policies.
- g) ALTA will raise any disputed charge(s) within 15 days after receipt of the invoice. Consultant will work with ALTA in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute.

#### **4) Warranties and representations**

- a) The Contractor hereby represents and warrants to ALTA that:
  - i) It shall perform the Services at all times during the Term (1) in compliance with any applicable laws and regulations; (2) to industry recognized standards; (3) following ALTA Antitrust and Anti-bribery Policy stated in Schedule 3; and (4) with all due skill, care and diligence;
  - ii) There is no action, suit, investigation or proceeding pending or, to the knowledge of Contractor, threatened against Contractor or any properties or rights of Contractor, by or before any court, arbitrator or administrative or governmental body, which action, suit, investigation or proceeding could reasonably be expected to impair the ability of Contractor to perform his obligations under this Agreement;
  - iii) It is not insolvent, has not filed or had filed against it a petition in bankruptcy, has not made an assignment for the benefit of creditors or otherwise had a receiver or trustee appointed with respect to its properties or affairs and has not incurred any obligations, contingent or otherwise, which would cause it to become insolvent; and
  - iv) It shall not attempt to solicit business from any clients or potential clients or industry related competitors of ALTA for the provision of Services that are similar to the Services herein without the prior written consent of ALTA, which will not be unreasonably withheld.
- b) During the performance of the Services, the Consultant is representing ALTA and therefore shall act in accordance with ALTA's best interests and standards. For this purpose, Consultant may be asked to use ALTA corporate business cards and/or ALTA corporate business email address, representing that he/she will follow ALTA Policy for Computer and E-mail use for Consultants and Independent Contractors stated in Schedule 4.

#### **5) Independent Contractor**

- a) During the Term, the Contractor and its partners, directors, managers, subcontractors and/or employees (collectively the "ContractorS"), shall be independent contractors and no relationship of employee/employer shall arise or is intended to be created by this Agreement between Contractor and/or ContractorS and ALTA whether for the purpose of

workers' compensation, national insurance, income tax, social security or otherwise in the U.S. or any other relevant jurisdiction.

- b) Contractor and/or Contractors shall be responsible for making appropriate filings with the taxing authorities of competent jurisdiction, to account for, and make all payments required by the pertinent local, state and federal authorities, as required by law, including without limitation any workers' compensation, health, accident insurance and pension plans, or equivalent.
- c) Contractor shall have no authority to contract on behalf of ALTA or otherwise engage the responsibility or liability of ALTA, and shall make no representation to any third party to the contrary. Using ALTA corporate business cards and ALTA corporate e-mail address does not render Contractor nor ContractorS an employee, partner, agent of, or joint venture with ALTA for any purpose.
- d) **Non-competing events:** During the Term, consultant will not provide nor engage in similar services to those provided to ALTA to other aviation/airline/aviation industry related organization different from ALTA, without ALTA's previous written approval.
- e) **Indemnity and hold harmless:** Contractor agrees to indemnify, reimburse and hold harmless ALTA from and against any and all claims, damages, losses, liabilities, demands, suits, judgments, causes of action, legal proceedings, whether civil or criminal, penalties, fines and other sanctions, and any reasonable attorney's fees and other reasonable costs and expenses in connection with any claim brought up by ContractorS.

#### 6) Disclosure of Information

- a) Contractor shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the Term, any Confidential and Legally Privileged Information of ALTA and its members or any of ALTA's affiliates or subsidiaries without the prior written consent of ALTA, which consent shall not be unreasonably withheld. Contractor shall enter with ContractorS in a similar covenant as the one entered by it with ALTA.

**"Confidential Information"** and **"Privileged Information"** (together **"Confidential or Privileged Information"**) shall include documents and information pertaining to customer lists, services, methods, processes, prices, profits, memoranda, contract terms, any communications between Contractor and ALTA, trade secrets or operating procedures which:

- i) has been identified as confidential;
- ii) from the circumstances in good faith should be treated as confidential;
- iii) the Contractor ought reasonably to know is confidential; or
- iv) is protected by the attorney-client privilege under any applicable law; provided that such documents or information that is in the public domain, is placed in the public domain through no violation of this Agreement, is lawfully obtained from another source free of restriction, or is required to be discussed by law, regulations or competent



courts or tribunals, shall not be regarded as Confidential or Privileged Information.

- b) ALTA shall have the right to seek injunctive relief for non-compliance with the terms of this Clause.
- c) Contractor expressly agrees that all files, records and documents (in whatever form or media) given to the Contractor by ALTA relating in any manner whatsoever to the business of ALTA, and all other files, records and other materials owned by ALTA or used by it in connection with the conduct of its business remain the property of ALTA, which shall be returned immediately to ALTA upon the expiration or termination of this Agreement or upon request by ALTA.

#### **7) Non Competing Services**

Contractor will not provide similar services to other airline/aviation industry related organization different from ALTA, inside the facility where the convention is taking place within the stipulated days, without ALTA's written approval, which will not be unreasonably withheld.

#### **8) Ownership and Intellectual Property Rights**

- a) All documents, data, websites and software (the "**Works**") produced or developed in exclusivity for ALTA by Contractor during the performance of the Services, including but not limited to manuscripts, final reports and drafts, shall be deemed to be the sole and exclusive property of ALTA, unless otherwise agreed in writing by the Parties.
- b) To the extent that the Works may not, by operation of law, be deemed to be property of ALTA, Contractor hereby specifically waives "droit moral", and assigns to ALTA all rights, title and interest in or ownership of the Works whether published or unpublished and shall provide ALTA or its designees with all assistance reasonably required to perfect such rights, title, interest or ownership including but not limited to, the identification of the Works and supporting documents and execution of any instruments required to register such rights, title, interest or ownership, or to further evidence this assignment.
- c) Contractor represents and warrants that it has all necessary rights to fulfil its obligations under this Clause and shall cooperate with ALTA in the event any action must be taken to prosecute or defend ALTA's property rights described in this section 8.

#### **9) Termination**

- a) Either Party may immediately terminate this Agreement forthwith by written notice to the other if the other Party is in material breach of any of its obligations under this Agreement and fails to remedy such breach within fourteen (14) days of being required to do so;
  - ii) makes any arrangement with or compounds with its creditors;
  - iii) appoints a receiver, an administrative receiver or similar officer;
  - iv) passes a resolution for, has a petition presented for, or enters into administration or liquidation;

- v) ceases trading or is or becomes insolvent; or
  - vi) the equivalent of any of the above in any applicable jurisdiction;
  - vii) incurs in conducts considered as just cause of termination, included but not limited to theft, bribery, dishonesty, violence, willful misconduct, habitual neglect of duty, conflict of interest.
- b) This Agreement may also be terminated by either Party for convenience prior to the end of the Term by sending a thirty (30) day written notice.
- c) Termination of this Agreement for any reason whatsoever shall be without prejudice to any accrued rights or obligations of either Party.

#### **10) Force Majeure**

Neither Party shall be liable in respect of any failure to fulfill its obligations under this Agreement if such failure is due to reasons or circumstances beyond its reasonable control including but not limited to government interference, direction or restriction, war or civil disorders, strikes, blockade, insurrections, riots, acts of nature, disasters, diseases, epidemics, terrorist actions, international sanctions or other emergencies. In such circumstances, this Agreement may be terminated by written notice from one Party to the other with no further obligations and liabilities provided that the force majeure event shall have continued for thirty (30) consecutive days from when it was notified, and provided further that such termination shall be without prejudice to any accrued rights and liabilities under this Agreement.

#### **11) Notices**

Any notice to be given under this Agreement shall be in writing and shall be sent by electronic mail to the other Party at the address and marked for the attention of the person set out below, or such electronic mail address or person as that Party may notify the other from time to time in accordance with this Clause 11:

**For ALTA:**

Jose Ricardo Botelho  
[jrbotelho@alta.aero](mailto:jrbotelho@alta.aero)  
Executive Director

**For the Contractor:**

Alberto Cortes  
President  
[acortes@icorporateevents.com](mailto:acortes@icorporateevents.com)

and such notice or other communication shall be deemed received on the next business day (in the jurisdiction of the recipient) following its transmission.

#### **12) General**

In this Agreement except where the context otherwise requires:



- a) any reference to the plural includes the singular and vice versa;
- b) any reference to a person includes natural persons, corporate bodies, partnerships, firms, unincorporated bodies and legal persons;
- c) any reference to any document, including this Agreement, includes such document as from time to time varied or supplemented in accordance with its terms;
- d) the Schedule(s) form an integral part of this Agreement; and
- e) headings are given for convenience only and shall not affect the interpretation of these Agreements.

### **13) Waiver**

The failure by either Party at any time to require performance by the other Party of any of its obligations, shall not affect the other Party's rights to require such performance at any time thereafter. A waiver by either Party of a breach or specific delay shall not be taken or held to be a waiver of any subsequent breach or delay.

### **14) Severability**

If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of the Agreement shall not be affected thereby and shall remain in force. In the exceptional case where such severance would void the entire Agreement of its substance the whole Agreement may be terminated.

### **15) Assignment and Subcontract**

This Agreement may not be assigned or subcontracted by Contractor without the prior written approval of ALTA, which will not be unreasonably withheld. Contractor is however authorized to use third party services for the adequate provision of Services under the Hold Harmless provision of Section 5 e).

### **16) Modifications**

No changes, modifications, amendments or variations to this Agreement shall be valid or binding upon either Party unless made in writing and duly executed by authorized officers of both Parties.

### **17) Entire Agreement**

This Agreement contains the entire contract between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties concerning the subject matter hereof.

### **18) Counterparts**

This Agreement may be executed in any number of counterparts by the Parties, each of which

when executed and delivered shall constitute an original, but all of which shall together constitute one and the same instrument.

#### 19) Survival

Upon the termination or expiration of this Agreement, all provisions addressing Independent Contractor, Confidential Information, Non-Competition or Intellectual Property Rights shall survive after the Term unless expressly provided otherwise.

#### 20) Governing Law and Dispute Settlement

This Agreement shall be construed and interpreted in accordance with laws of the State of Florida, without regards to any conflict of law provisions. The parties agree to submit any dispute or controversy relating to this Agreement, including claims for injunctive relief, to the exclusive jurisdiction of the courts of the state of Florida, United States of America.

Name \_\_\_\_\_  
Date 09 - December- 2024

Signature Jose Ricardo Botelho  
ALTA

Name Alberto Gaito  
Date 09 / Dec / 2024  
Signature [Signature]  
ICORPORATE EVENTS CO



## **SCHEDULE 1**

### **DESCRIPTION OF SERVICES**

#### **CCMA conference**

The Contractor services for this conference include

- Scout and present alternatives to host the conferences CCMA .
- Hotel negotiation and scouting service compliance.
- Evaluation and selection of local suppliers/vendors including but not limited to Audiovisual services, entertainment, transfer companies, exhibition services, destination management companies, catering services, decorators and manpower suppliers.
- Develop an English language website to promote and operate the conference. This includes graphics, launching, ongoing promotion, manage registration process, badges production and onsite operation
- Represent ALTA while negotiating with local tourist offices or local government entities to obtain their financial support as local host
- Develop, promote and sell sponsorship opportunities.
- Negotiated competitive prices on giveaways need it for the conferences
- Develop and operate all activities need it to comply sponsors with no less than 100% satisfactions
- Develop animations and supervise audiovisual material to be use at the conference
- Develop postmortem sponsors report
- Develop, promote and sell Exhibition area
- Develop floor plan and meeting room scheduling to comply with ALTA's needs
- Coordinate ALTA's shipping services to the conference destination
- Coordinate hotel services for ALTA staff members to the conference
- Operate the conference from its' beginning to the end of services on site
- Revision and audit services to closed financial
- Assist Accounting department with payments to suppliers and manpower
- Perform registration revenue management practices
- Develop themes for conference's Social events
- Work as a concierge for ALTA for additional services require on site.

Contractor will present a budget including details of all the expenses and income forecasted. Contractor will have the responsibility of report on a monthly basis conference financial including explanations of deviations

ALTA will be responsible to pay in advance or refund travel expenses for up to 2 trips for one consultant prior to the conference. These trips will be subject to ALTA's previous approval

#### **Safety / Training conference**

The Contractor services for this conference include

- Scout and present alternatives to host the conference Safety Summit
- Hotel negotiation and scouting service compliance.

- Evaluation and selection of local suppliers/vendors including but not limited to Audiovisual services, entertainment, transfer companies, exhibition services, destination management companies, catering services, decorators and manpower suppliers.
- Develop a bilingual (English / Spanish) website to promote and operate the conference. This includes graphics, launching, ongoing promotion, manage registration process, badges production and onsite operation
- Represent ALTA while negotiating with local tourist offices or local government entities to obtain their financial support as local host
- Develop, promote and sell sponsorship opportunities.
- Negotiated competitive prices on giveaways need it for the conferences
- Develop and operate all activities need it to comply sponsors with no less than 100% satisfactions
- Develop animations and supervise audiovisual material to be use at the conference
- Develop postmortem sponsors report
- Develop, promote and sell Exhibition area
- Develop floor plan and meeting room scheduling to comply with ALTA's needs
- Coordinate ALTA's shipping services to the conference destination
- Coordinate hotel services for ALTA staff members to the conference
- Operate the conference from its' beginning to the end of services on site
- Revision and audit services to closed financial
- Assist Accounting department with payments to suppliers and manpower
- Perform registration revenue management practices
- Work as a concierge for ALTA for additional services require on site

Contractor will present a budget including details of all the expenses and income forecasted. Contractor will have the responsibility of report on a monthly basis conference financial including explanations of deviations

ALTA will be responsible to pay in advance or refund travel expenses for up to 2 trips for one consultant prior to the conference. These trips will be subject to ALTA's previous approval

#### **Aviation Law conference**

The Contractor services for this conference include

- Scout and present alternatives to host the conference Aviation Law.
- Hotel negotiation and scouting service compliance.
- Evaluation and selection of local suppliers/vendors including but not limited to Audiovisual services, entertainment, transfer companies, exhibition services, destination management companies, catering services, decorators and manpower suppliers.
- Develop a bilingual (English / Spanish) website to promote and operate the conference. This includes graphics, , launching, ongoing promotion, manage registration process, badges production and onsite operation
- Represent ALTA while negotiating with local tourist offices or local government entities to obtain their financial support as local host
- Develop, promote and sell sponsorship opportunities.
- Negotiated competitive prices on giveaways need it for the conferences
- Develop and operate all activities need it to comply sponsors with no less than 100% satisfactions



- Develop animations and supervise audiovisual material to be use at the conference
- Develop postmortem sponsors report
- Develop, promote and sell Exhibition area
- Develop floor plan and meeting room scheduling to comply with ALTA's needs
- Coordinate ALTA's shipping services to the conference destination
- Coordinate hotel services for ALTA staff members to the conference
- Operate the conference from its' beginning to the end of services on site
- Revision and audit services to closed financial
- Assist Accounting department with payments to suppliers and manpower
- Perform registration revenue management practices
- Work as a concierge for ALTA for additional services require on site

Contractor will present a budget including details of all the expenses and income forecasted. Contractor will have the responsibility of report on a monthly basis conference financial including explanations of deviations

ALTA will be responsible to pay in advance or refund travel expenses for up to 2 trips for one consultant prior to the conference. These trips will be subject to ALTA's previous approval

### **ALTA Airlines Leaders Forum**

The Contractor services for this conference include

- Scout and present alternatives to host the conference Forum
- Hotel negotiation and scouting service compliance.
- Evaluation and selection of local suppliers/vendors including but not limited to Audiovisual services, entertainment, transfer companies, exhibition services, destination management companies, catering services, decorators and manpower suppliers.
- Develop a bilingual (English / Spanish) website to promote and operate the conference. This includes graphics, , launching, ongoing promotion, manage registration process, badges production and onsite operation
- Represent ALTA while negotiating with local tourist offices or local government entities to obtain their financial support as local host
- Develop, promote and sell sponsorship opportunities.
- Negotiated competitive prices on giveaways need it for the conferences
- Develop and operate all activities need it to comply sponsors with no less than 100% satisfactions
- Develop animations and supervise audiovisual material to be use at the conference
- Develop postmortem sponsors report
- Develop, promote and sell Exhibition area
- Develop floor plan and meeting room scheduling to comply with ALTA's needs
- Publish a yearbook
- Coordinate ALTA's shipping services to the conference destination
- Coordinate hotel services for ALTA staff members to the conference
- Operate the conference from its' beginning to the end of services on site
- Revision and audit services to closed financial
- Assist Accounting department with payments to suppliers and manpower
- Perform registration revenue management practices
- Develop themes for conference's Social events

- Work as a concierge for ALTA for additional services require on site

Contractor will present a budget including details of all the expenses and income forecasted. Contractor will have the responsibility of report on a monthly basis conference financial including explanations of deviations

ALTA will be responsible to pay in advance or refund travel expenses for up to 2 trips for one consultant prior to the conference. These trips will be subject to ALTA's previous approval

## **Fuel**

The Contractor services for this conference include

- Scout and present alternatives to host the conference Safety Summit
- Hotel negotiation and scouting service compliance.
- Evaluation and selection of local suppliers/vendors including but not limited to Audiovisual services, entertainment, transfer companies, exhibition services, destination management companies, catering services, decorators and manpower suppliers.
- Develop a bilingual (English / Spanish) website to promote and operate the conference. This includes graphics, launching, ongoing promotion, manage registration process, badges production and onsite operation
- Represent ALTA while negotiating with local tourist offices or local government entities to obtain their financial support as local host
- Develop, promote and sell sponsorship opportunities.
- Negotiated competitive prices on giveaways need it for the conferences
- Develop and operate all activities need it to comply sponsors with no less than 100% satisfactions
- Develop animations and supervise audiovisual material to be use at the conference
- Develop postmortem sponsors report
- Develop, promote and sell Exhibition area
- Develop floor plan and meeting room scheduling to comply with ALTA's needs
- Coordinate ALTA's shipping services to the conference destination
- Coordinate hotel services for ALTA staff members to the conference
- Operate the conference from its' beginning to the end of services on site
- Revision and audit services to closed financial
- Assist Accounting department with payments to suppliers and manpower
- Perform registration revenue management practices
- Work as a concierge for ALTA for additional services require on site

Contractor will present a budget including details of all the expenses and income forecasted. Contractor will have the responsibility of report on a monthly basis conference financial including explanations of deviations

ALTA will be responsible to pay in advance or refund travel expenses for up to 2 trips for one consultant prior to the conference. These trips will be subject to ALTA's previous approval

All other services not described in this section will be quoted and billed separately



## **SCHEDULE 1 (cont.)**

### **Service Level Commitment**

#### **Level of service**

Contractor will invest accordingly to deliver and maintain an optimal level of services at all time.

Additionally, level of services of conferences will be kept, at least, at current ratio of approval. Ratio of approval by attendees of events will be at least 80% of satisfaction.

#### **Performance review**

The responsible representatives of ALTA and Contractor will convene regularly, to review performance quality and to discuss and agree on measures and actions to be taken to correct any deviations from the agreed standards.

## SCHEDULE 2 Payment

The Parties agree that the effective date of this Agreement shall be **January 01 2025**, Contractor shall bill ALTA for the Conferences and Marketing services described above in accordance with the following schedule:

**2025**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>CCMA</b>												
Payments planning services												
50% 6 months before									\$ 29,975			
40% 90 days before conference		\$ 29,980										
10% 60 days before the conf			\$ 3,995									
Payments on site operations												
50% 30 days before				\$ 10,200								
50% right after the conference					\$ 10,200							
Sponsorships												
As invoices are paid 15%					\$ -							
Total												\$ 64,350
<b>Aviation Law</b>												
Payments planning services												
50% 6 months before	\$ 10,625											
40% 90 days before conference						\$ 4,500						
10% 60 days before the conf							\$ 625					
Payments on site operations												
50% 30 days before								\$ 2,325	\$ 1,925			
50% right after the conference												
Sponsorships												
As invoices are paid 15%									\$ -			
Total												\$ 20,000
<b>Safety / Training</b>												
Payments planning services												
50% 6 months before	\$ 10,938											
40% 90 days before conference			\$ 7,750									
10% 60 days before the conf				\$ 3,188								
Payments on site operations												
50% 10 days before					\$ 3,825							
50% right after the conference						\$ 3,825						
Sponsorships												
As invoices are paid 15%						\$ -						
Total												\$ 20,526
<b>Forum</b>												
Payments planning services												
50% 6 months before		\$ 19,975										
40% 90 days before conference						\$ 19,960						
10% 30 days before the conf							\$ 13,995					
Payments on site operations												
50% 10 days before								\$ 10,000				
50% right after the conference									\$ 10,300			
Sponsorships												
As invoices are paid 15%									\$ -			
Total												\$ 73,950
<b>Fuel</b>												
Payments planning services												
50% 6 months before								\$ 10,625				
40% 90 days before conference												\$ 8,500
10% 60 days before the conf	\$ 2,225											
Payments on site operations												
50% 10 days before		\$ 2,825										
50% right after the conference			\$ 3,950									
Sponsorships												
As invoices are paid 15%										\$ -		
Total												\$ 28,025



**SCHEDULE 2 (continue)**  
**Payment**

iCorporate will provide information technology (IT) services and graphic design services to ALTA under the following terms and conditions:

☐ Hourly Rate Option:

- IT development and systems maintenance, graphic design, and multimedia services will be provided on an as-needed and on-request basis at a special rate of \$39 per hour.

☐ Monthly Retainer Option:

- A fixed monthly fee of \$700 USD will entitle ALTA to up to 20 hours of IT, graphic design, and/or multimedia services.

- Any additional hours beyond the 20-hour monthly allotment will be billed at a discounted rate of \$40 per hour.

- Unused hours within a given month will not roll over to subsequent months.

### **SCHEDULE 3**

#### **ANTI-BRIBERY COMPLIANCE POLICY**

##### **1) Anti-bribery Policy**

- a. Contractor will be at all times in compliance with all applicable laws and regulations, including, without limitation laws and regulations relating to corruption and bribery.
- b. Contractor shall not receive or give any "Prohibited Payment", which shall mean:
  - i. any offer, gift, payment, promise to pay, commission, fee, loan or other consideration which would constitute bribery or an improper gift or payment under, or a breach of, any Law of any jurisdiction; or
  - ii. any offer, gift, payment, promise to pay, commission, fee, loan or other consideration which would or might constitute bribery within the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 17 December 1997 or any European Union legislation.

## **SCHEDULE 4**

### **E-MAIL USE FOR INDEPENDENT CONTRACTORS**

#### **1) E-MAIL USAGE**

##### **A) Use of ALTA Equipment**

All ALTA, software, data, and network connections including, email accounts, , shall be used for ALTA-related business only. e-mail system, and software furnished to ALTA consultants and independent contractors (hereinafter "Users") are ALTA's property intended for business use only.

Users are responsible for the use (and misuse) of their ALTA Account. Users must take reasonable precautions to prevent use of their account by unauthorized persons, including password maintenance, and report all unauthorized use to ALTA.

##### **B) Confidentiality of Email Communications**

Users have no expectation of privacy with respect to any electronic communication and content created, viewed or saved while using ALTA-controlled electronic devices. It is extremely important that (1) all Users who send e-mail messages recognize that there can be no assurance that they will be seen only by the intended addressees; and (2) all Users are bound to act carefully, professionally, and responsibly with respect to e-mail messages. Users should take extra care when communicating highly sensitive or confidential information. Users shall be aware that in the event of litigation, any electronic communications stored, transmitted or received on ALTA-owned equipment (even deleted versions) could be discoverable by another party and may be used as evidence in a trial.

ALTA reserves the right to monitor, access and disclose computer files on ALTA controlled electronic environment and messages sent over its e-mail system, for any legitimate business related purpose, including disclosure of appropriate e-mail messages or computer files to law enforcement officials, with or without notice to any User(s) who may have created such a computer file or sent or received such messages. It also reserves the right to destroy any and all computer files and messages at any time, subject to limitations required by law enforcement officials or other legal authority.

##### **C) Compliance with ALTA's Policies and Procedures**

Users must adhere to all of ALTA's policies and procedures when using ALTA's equipment, including when using ALTA's equipment to engage with other users online or via e-mail or any social network.

Any violation of this policy or any other applicable policy will be grounds for discipline, up to, and including dismissal from consultancy or independent contractor.

For example, email messages, or social media posts that include obscene statements or derogatory comments about others should never be created or transmitted. Similarly, email messages or social networking posts containing improper or offensive materials on topics such as color, race, religion, national origin or ancestry, sex, age, disability or any other legally protected status should never be created or transmitted.



#### **D) Compliance with Intellectual Property Laws**

ALTA purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, ALTA does not have the right to reproduce such software for use on more than one computer. Users may only use software on multiple machines according to the software license agreement. ALTA prohibits the illegal duplication of software and its related documentation.

Use of ALTA's logos, branding materials, or any other intellectual property is strictly limited to business use and only by those who are duly authorized to act on ALTA's behalf.

#### **E) Violations of this Policy**

Users who violate this policy will be subject to disciplinary action, up to and including dismissal from consultant or independent contractor status.

### **2) PUBLISHING POLICY**

#### **A) Scope**

This policy applies to any consultant or independent contractor (hereinafter "User") who engages in publishing activity on any digital equipment that references or refers to ALTA, its policies or its Members. Publishing activity is broadly defined as any communication posted on the internet by a User.

#### **B) Compliance with ALTA's Policies and Procedures**

Users are prohibited from making discriminatory, retaliatory, defamatory, libelous, threatening, and/or sexually explicit comments, and must follow the Antitrust Compliance Policy.

#### **C) Compliance with Intellectual Property Laws**

Use of ALTA's email, logos, branding materials, or any other intellectual property is strictly limited to business use and only by those who are duly authorized to act on ALTA's behalf.

#### **D) Violations of this Policy**

Users who violate this policy will be subject to disciplinary action, up to and including dismissal from consultant or independent contractor status.