

## TERMS OF BUSINESS

### RECITALS

A. The **Mentor** has business skills and experience and wishes to engage the **Agent** to procure the **Introduction of Clients** to the **Mentor** for the provision of **Mentoring Services** to the **Clients**.

B. The **Agent** has the means to advertise and promote the **Mentoring Services** of the **Mentor** and wishes to accept appointment as the agent of the **Mentor** on the **Terms** set out below.

### 1. Definitions

1.1 'Agent' means ABN 61 788 207 153 trading as 'CareerSavant';

1.2 'Client' means any person, firm or company introduced by the **Agent** to the **Mentor** with a view to the provision of **Services** by the **Mentor** to the **Client** (and **Clients** has a corresponding meaning);

1.3 'Client Fee' means the fee charged by the **Mentor** to the **Client** for the provision of **Mentoring Services** calculated on the basis set out in the **Mentor Registration Form**;

1.4 'Confidential Information' means any information that would at law be considered secret or confidential information of the **Agent**, the **Mentor** or the **Client**;

1.5 'Directory' means the online public directory of business mentors created and maintained by the **Agent**;

1.6 'Introduction', 'Introduces', 'Introduced' refer to the **Agent** drawing the attention of the **Mentor** to a **Client** (whether in writing, orally or by any form of electronic communication) in the course of providing **Mentor Introduction Services** or **Listing Services** or **Listing Services with Order Processing**;

1.7 'Introduction Fee' means the fee payable by the **Mentor** to the **Agent** in accordance with clause 3.3;

1.8 'Jurisdiction' means Victoria;

1.9 'Listing Fee' means the fee payable by the **Mentor** to the **Agent** in accordance with clause 4.3;

1.10 'Listing Services' describes the **Introduction** services provided by the **Agent** to the **Mentor** more particularly described in clause 4;

1.11 'Listing Services with Order Processing' describes the **Introduction Services** provided by the **Agent** to the **Mentor** more particularly described in clause 5;

1.12 'Listing Services with Order Processing Fee' means the fee payable by the **Mentor** to the **Agent** in accordance with clause 5.3;

1.13 'Mentor' means the party identified as such in the **Mentor Registration Form** accompanying these **Terms**;

1.14 'Mentor Introduction Services' describes the **Introduction** service provided by the **Agent** to the **Mentor** more particularly described in clause 3.;

1.15 'Mentor Registration Form' means the accompanying form (online or hard copy) completed by the **Agent** and **Mentor** confirming that each party agrees to be bound by these **Terms**;

1.16 'Mentoring Services' means the career coaching services offered or provided by the **Mentor**; and

1.17 'Terms' means these terms and conditions as amended from time to time.

### 2. Scope of Agreement

These **Terms** govern any **Introduction of Clients** by the **Agent** to the **Mentor**.

### A. MENTOR INTRODUCTION SERVICES

3. If the **Agent** has been engaged by the **Mentor** to provide **Mentor Introduction Services** to the **Mentor** as confirmed in the **Mentor Registration Form**, then the following provisions shall apply:

### 3.1 Agent Responsibilities

The **Agent** shall:

- (a) include the name of the **Mentor** in the **Directory**;
- (b) define the **Mentoring Services** and associated **Client Fee**;
- (c) actively promote to potential **Clients** the **Mentoring Services** offered by the **Mentor**;
- (d) compare the **Mentor's** details as supplied on the **Mentor Registration Form** with suitable client inquires;
- (e) notify the **Mentor**, by the email provided in the **Mentor Registration Form**, when a client inquiry is made;
- (f) accept orders from the **Client** for **Mentoring Services** provided by the **Mentor** and collect the **Client Fee** when the order is confirmed by the **Client**;
- (g) notify the **Mentor**, by the email provided in the **Mentor Registration Form**, when an order is confirmed;
- (h) collect feedback from the **Client** in regards to their satisfaction with the **Mentoring Services** provided by the **Mentor**;
- (i) make electronic payment of the **Client Fee** to the **Mentor**, less the **Introduction Fee**, within 14 business days of receipt of the **Client Fee** by the **Mentor**;

- (j) make reasonable endeavours to ensure the suitability of **Clients** for **Introduction** to the **Mentor** having regard to the experience and skills of the **Mentor** and the requirements of the **Client** with respect to the provision of the **Services**;
- (k) introduce suitable **Clients** to the **Mentor**; and
- (l) act diligently as the agent of the **Mentor**.

### 3.2 Mentor Responsibilities

The **Mentor** shall:

- (a) devote adequate time and effort to fulfil the expectations of the **Clients** with respect to the provision of **Mentoring Services** by the **Mentor**;
- (b) make contact with the **Client** within a reasonable timeframe after notification of an inquiry or an order;
- (c) deliver the **Mentoring Services** in accordance with the requirements of the **Agent** and in a professional manner exercising all proper skill, care and attention in accord with any applicable professional standards and guidelines;
- (d) advise the **Agent** of any changes to the contact information or subject matter expertise qualifications provided on the **Mentor Registration Form**;
- (e) advise the **Agent** of any factors which might reasonably be considered relevant to the advertising promotion or marketing of the **Mentoring Services** provided by the **Mentor**;
- (f) act in good faith at all times towards the **Agent** and provide such reasonable assistance, information and co-operation as practicable on request by the **Agent**;
- (g) maintain records of the provision of any **Mentoring Services** to **Clients** and notify the **Agent** of the provision of such **Mentoring Services** at such regular intervals as the **Agent** may require from time to time;
- (h) maintain a high standard of personal and professional conduct with **Clients**;
- (i) accept only **Introductions** for which the **Mentor** is appropriately qualified; and
- (j) maintain the confidentiality of any **Confidential Information** disclosed to the **Mentor**.

### 3.3 Introduction Fee

- (a) An **Introduction Fee** calculated in accordance with this clause will be payable by the **Mentor** to the **Agent** in respect of the provision of **Mentoring Services** by the **Mentor** to the **Client**.

- (b) The **Introduction Fee** shall be specified in the **Mentor Registration Form**.
- (c) The **Mentor** agrees to notify the **Agent** either verbally or in writing of the acceptance of any **Introduction** as soon as practicable following acceptance by the **Mentor** of such **Introduction**.
- (d) The **Introduction Fee** is payable within 7 days of the date by which the **Mentor** is required under these **Terms** to notify the **Agent** of the provision of any **Mentoring Services** to the **Client** and upon production of a tax invoice to the **Mentor** in accordance with these **Terms**.
- (e) The **Mentor** agrees to pay the **Introduction Fee** to the **Agent** notwithstanding that the **Mentor** provides **Mentoring Services** to an **Introduced Client** independently or without the knowledge of the **Agent**, or in the event that the **Mentor** fails, refuses or neglects to notify the **Agent** of the provision of such **Mentoring Services**.
- (f) The **Mentor** acknowledges that:
  - (i) the **Agent** is responsible for the collection of the **Client Fee** from the **Client**; and
  - (ii) payment of the **Introduction Fee** becomes unconditional once any order is confirmed by the **Client** in accordance with clause 3.1(f).

## B. LISTING SERVICES

- 4. If the **Agent** has been engaged by the **Mentor** to provide **Listing Services** to the **Mentor** as confirmed in the **Mentor Registration Form**, then the following provisions shall apply:

### 4.1 Agent Responsibilities

The **Agent** shall:

- (a) include the name of the **Mentor** in the **Directory**;
- (b) actively promote to potential **Clients** the **Mentoring Services** offered by the **Mentor**;
- (c) compare the **Mentor's** details as supplied on the **Mentor Registration Form** with suitable client inquiries;
- (d) notify the **Mentor**, by the email provided in the **Mentor Registration Form**, when a client inquiry is made;
- (e) collect feedback from the **Client** in regards to their satisfaction with the **Mentoring Services** provided by the **Mentor**;
- (f) make reasonable endeavours to ensure the suitability of **Clients** for **Introduction** to the **Mentor** having regard to experience and skills of the **Mentor** and the requirements of the

**Client** with respect to the provision of business **Mentoring Services**;

- (g) introduce suitable **Clients** to the **Mentor** for the provision of **Mentoring Services** by the **Mentor** to the **Clients**; and
- (h) act diligently as the **Agent** of the **Mentor**.

#### 4.2 **Mentor Responsibilities**

The **Mentor** shall:

- (a) define the **Mentoring Services** and associated **Client Fee**;
- (b) devote adequate time and effort to fulfil the expectations of the **Clients** with respect to the provision of **Services** by the **Mentor**;
- (c) make contact with the **Client** within a reasonable timeframe after notification of an inquiry;
- (d) deliver the **Mentoring Services** in a professional manner exercising all proper skill, care and attention in accord with any applicable professional standards and guidelines;
- (e) advise the **Agent** of any changes to the contact information or subject matter expertise or qualifications provided on the **Mentor Registration Form**;
- (f) advise the **Agent** of any factors which might reasonably be considered relevant to the advertising promotion or marketing of the **Services** provided by the **Mentor**;
- (g) act in good faith at all times towards the **Agent** and provide such reasonable assistance, information and co-operation as practicable on request by the **Agent**;
- (h) maintain records of the provision of any **Services** to **Clients** and notify the **Agent** of the provision of such **Services** at such regular intervals as the **Agent** may require from time to time;
- (i) maintain a high standard of personal and professional conduct with **Clients**;
- (j) maintain the confidentiality of any **Confidential Information** disclosed to the **Mentor**.

#### 4.3 **Listing Fee**

- (a) A **Listing Fee** calculated in accordance with this clause will be payable by the **Mentor** to the **Agent** for listing the details of the **Mentor** in the **Directory**.
- (b) The **Listing Fee** is payable either monthly in advance, or on email notification of a lead by the **Agent** to the **Mentor**, as specified in the **Mentor Registration Form**.

(c) The **Listing Fee** is payable within 7 days of the date of a tax invoice to the **Mentor** in accordance with these **Terms**.

(d) The **Mentor** acknowledges that:

- (i) the **Mentor** is solely responsible for the collection of the **Client Fee** from the **Client**; and
- (ii) payment of the **Listing Fee** is not conditional on receipt by the **Mentor** of any **Client Fee** payable by the **Client** to the **Mentor**.

#### C. **LISTING SERVICES WITH ORDER PROCESSING**

5. If the **Agent** has been engaged by the **Mentor** to provide **Listing Services With Order Processing** to the **Mentor** as confirmed in the **Mentor Registration Form**, then the following provisions shall apply:

##### 5.1 **Agent Responsibilities**

The **Agent** shall:

- (a) include the name of the **Mentor** in the **Directory**;
- (b) actively promote to potential **Clients** the **Mentoring Services** offered by the **Mentor**;
- (c) compare the **Mentor's** details as supplied on the **Mentor Registration Form** with suitable client inquiries;
- (d) notify the **Mentor**, by the email provided in the **Mentor Registration Form**, when a client inquiry is made;
- (e) accept orders from the **Client** for **Mentoring Services** provided by the **Mentor** and collect the **Client Fee** when the order is confirmed;
- (f) notify the **Mentor**, by the email provided in the **Mentor Registration Form**, when an order is confirmed;
- (g) collect feedback from the **Client** in regards to their satisfaction with the **Mentoring Services** provided by the **Mentor**;
- (h) make electronic payment of the **Client Fee** to the **Mentor**, less the **Introduction Fee**;
- (i) make reasonable endeavours to ensure the suitability of **Clients** for **Introduction** to the **Mentor** having regard to the experience and skills of the **Mentor** and the requirements of the **Client** with respect to the provision of **Mentoring Services**;
- (j) introduce suitable **Clients** to the **Mentor** for the provision of **Mentoring Services** by the **Mentor** to the **Clients**; and
- (k) act diligently as the **Agent** of the **Mentor**.

## 5.2 Mentor Responsibilities

The **Mentor** shall:

- (a) define the **Mentoring Services** and associated **Client Fee**. The **Mentoring Services** and associated **Client Fee** will be defined prior to discussion with the **Client**, and be listed as 'for sale' in the **Directory**;
- (b) devote adequate time and effort to fulfil the expectations of the **Clients** with respect to the provision of **Services** by the **Mentor**;
- (c) make contact with the **Client** within a reasonable timeframe after notification of an inquiry;
- (d) deliver the **Mentoring Services** in a professional manner exercising all proper skill, care and attention in accord with any applicable professional standards and guidelines;
- (e) advise the **Agent** of any changes to the contact information or subject matter expertise or qualifications provided on the **Mentor Registration Form**;
- (f) advise the **Agent** of any factors which might reasonably be considered relevant to the advertising promotion or marketing of the **Services** provided by the **Mentor**;
- (g) act in good faith at all times towards the **Agent** and provide such reasonable assistance, information and co-operation as practicable on request by the **Agent**;
- (h) maintain records of the provision of any **Services to Clients** and notify the **Agent** of the provision of such **Services** at such regular intervals as the **Agent** may require from time to time;
- (i) maintain a high standard of personal and professional conduct with **Clients**;
- (j) maintain the confidentiality of any **Confidential Information** disclosed to the **Mentor**.

### 5.3 Listing With Order Processing Fee

- (a) A **Listing With Order Processing Fee** calculated in accordance with this clause will be payable by the **Mentor** to the **Agent** for listing the details of the **Mentor** in the **Directory** and processing any orders on behalf of the **Mentor**.
- (b) The **Listing With Order Processing Fee** is payable on email notification of an order by the **Agent** to the **Mentor**, as specified in the **Mentor Registration Form**.
- (c) The **Listing With Order Processing Fee** is payable within 7 days of the date of a tax invoice to the **Mentor** in accordance with these **Terms**.

(d) The **Mentor** acknowledges that:

- (i) the **Agent** is responsible for the collection of the **Client Fee** from the **Client**; and
- (ii) payment of the **Listing With Order Processing Fee** becomes unconditional upon email notification of any **Client** order in accordance with clause 5.3(b).

## C. GENERAL PROVISIONS

### 6. Warranty

6.1 The **Mentor** warrants that he or she:

- (a) has the necessary skills and experience to provide the **Mentoring Services to Clients** in accordance with these **Terms**;
- (b) has adequate time to provide and will devote sufficient effort to the provision of **Mentoring Services**;
- (c) is not prohibited by any existing obligation or undertaking to any third party from performing the **Mentoring Services to Clients** as contemplated by these **Terms**; and
- (d) to the best of his or her knowledge, no conflict or interest exists or is likely to arise in the performance of his or her obligations under these **Terms** and the **Mentor** shall immediately disclose to the **Agent** any activity which shall or may constitute a conflict of interest.

### 7. Indemnity

7.1 The **Mentor** acknowledges that he or she is solely responsible for the provision of **Mentoring Services to Clients** and shall release and indemnify the **Agent** against any action, claim and/or demand including (but not limited to) the cost of defending or settling any action, claim or demand which may be threatened or made against the **Agent** arising out of a breach by the **Mentor** of these **Terms** or any other relevant terms governing the provision of **Mentoring Services** by the **Mentor** to the **Clients** or the negligence of the **Mentor** in the provision of the **Mentoring Services to Clients** or any other matter arising out of the **Introduction** of the **Clients** by the **Agent** to the **Mentor**.

7.2 The **Agent** accepts no responsibility for any loss or damage, however caused (including through negligence), which the **Mentor** may directly or indirectly suffer in connection with these **Terms**.

7.3 The **Mentor** releases the **Agent** from and shall hold the **Agent** harmless against any liability arising out of a breach of these **Terms** by the **Agent** or the negligence of the **Agent**.

7.4 Nothing in this clause attempts or purports to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

8. **Confidentiality**
- 8.1 The **Agent** and the **Mentor** will keep any **Confidential Information** disclosed by the other or by the **Client** secret. Neither party may use or take advantage of any such **Confidential Information** without the consent of the disclosing party.
- 8.2 This obligation does not apply to:
- (a) information known to the receiver before disclosure by the other party; or
  - (b) information which becomes public knowledge without fault on the part of the receiver; or
  - (c) disclosures made to the extent required by any applicable legal or regulatory requirement.
- 8.3 The **Mentor** shall be responsible for protecting any information he or she communicates to the **Client** and agrees to procure any necessary confidentiality undertaking from the **Client** in favour of the **Mentor** in respect of such **Confidential Information**.
9. **Client Information**
- 9.1 When collecting, storing, disclosing or using, in any manner, any information from **Clients** the **Mentor** must comply with:
- (a) the applicable laws in force in the **Jurisdiction**; and
  - (b) the privacy policy of the **Agent**.
- 9.2 Subject to any applicable laws in the **Jurisdiction**, the **Mentor** shall provide the **Agent** with such access to information concerning **Clients** as may be necessary to allow the **Agent** to fulfil its obligations under these **Terms**.
10. **Background Check**
- 10.1 The **Mentor** authorises the **Agent** to carry out any necessary checks or enquiries to verify the information supplied by the **Mentor** in the **Mentor Registration Form** including without limitation a Police Record check and to use the information obtained through such checks or enquiries to assess the suitability of the **Mentor** to fulfil his or her obligations under these **Terms** and for such other purposes as may be contemplated by these **Terms**.
- 10.2 The **Mentor** shall complete and sign at the request of the **Agent** any further documentation necessary to give full effect to the authority contained in this clause.
11. **Entire Agreement**
- 11.1 These **Terms** and the **Mentor Registration Form** constitute the entire agreement between the parties relating to the subject matter of these **Terms** and the **Mentor Registration Form** and replace any previous agreements or arrangements or understandings.
- 11.2 Any variation to these **Terms** must be made in writing and signed by the **Agent** and the **Mentor**.

12. **GST**
- 12.1 **GST Definitions**
- For the purpose of this clause 12 'GST' means GST within the meaning of the GST Act. 'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended).
- Expressions set out in italics in this clause bear the same meaning as those expressions in the GST Act.
- 12.2 **Payment of GST**
- Unless GST is expressly included, the consideration expressed to be payable under any other clause in these **Terms** for *Supply* made under or in connection with these **Terms** does not include GST.
- 12.3 **GST on Supply Made to Mentor**
- Regardless of any other provision in these **Terms**, if a GST is imposed on any *Supply* made to the **Mentor** by the **Agent** under or in accordance with these **Terms**, the amount that the **Mentor** must pay for the *Supply* increases by the amount of the GST.
- 12.4 **GST on Supply Made to Agent**
- Regardless of any other provision of these **Terms**, if a GST is imposed on any *Supply* made to the **Agent** by the **Mentor** under or in accordance with these **Terms**, the amount which the **Agent** must pay for the *Supply* increases by the amount of the GST.
- 12.5 **Tax Invoices**
- A party's right to payment under these **Terms** for any *Taxable Supply* is subject to a valid *Tax Invoice* being delivered to the party liable to pay for the *Taxable Supply*.
- 12.6 **Collection of GST from Clients**
- Regardless of any other provision of these **Terms**, if a GST is imposed on any *Supply* made to the **Client** by the **Mentor** under or in accordance with these **Terms** or any other terms governing the provision of **Mentoring Services** by the **Mentor** to the **Client**, the **Mentor** shall be solely responsible for the collection of and shall hold the **Agent** harmless against liability for or collection of the amount that the **Client** must pay for the *Supply* to the extent that such *Supply* increases by the amount of the GST.
13. **General**
- 13.1 The **Agent** may assign the benefit of these **Terms** at any time without consent.
- 13.2 Any part of these **Terms** which is wholly or partially void, invalid or unenforceable shall be severed from the remainder (which remains enforceable).
- 13.3 Failure to enforce any of these **Terms** is not a waiver of a party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.
- 13.4 These **Terms** are governed the laws in force in the **Jurisdiction**, whose courts shall have sole **Jurisdiction** in relation to all matters arising from these **Terms**.