

The Trenches Mentoring Agreement

This Agreement is entered into by and between: The Trenches and any Mentee agreeing to take part in the program.

Description of Mentoring: Mentoring is partnership (defined as an alliance, not a legal business partnership) between the Mentee and the Mentor in a thought-provoking and creative process that inspires the Mentor to maximize personal and professional potential.

1) Mentor-Mentee Relationship

A. Both Mentor and Mentee agrees to review and maintain the standards of behavior established by The Trenches Community Guidelines.

B. The Mentee is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the mentoring relationship/s and his/her interactions with the Mentor. As such, the Mentee agrees that neither the Mentor, The Trenches or any of its affiliates is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Mentor. The Mentee understands mentoring is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

C. Mentee further acknowledges that he/she may terminate or discontinue their relationship with The Trenches at any time, with written notice to hello@thetrenches.com.au

D. Mentee acknowledges that mentoring is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation.

The Mentee agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Mentee's responsibility.

E. Mentee acknowledges that mentoring does not involve the diagnosis or treatment of mental disorders and that mentoring is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Mentee's exclusive responsibility to seek such independent professional guidance as needed.

F. The Mentee understands that in order to enhance their mentoring relationship/s, the Mentee agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Procedure

A. The time of the mentoring sessions and/or location will be determined by Mentor and Mentee; and, based on the Mentor's availability and location preference. The Mentee will confirm all scheduled meetings by way of an outlook meeting request. If the Mentor is unable to attend said meeting, the meeting will be rescheduled by the Mentor, and the Mentee will be notified prior to the scheduled appointment time.

B. One week before each session the The Mentee agrees to send Three (3) topics, challenges or questions they would like to discuss with the Mentor to the Mentors designated email, as well as a one page A4 bio or their LinkedIn reference.

3) Confidentiality This Mentoring relationship/s, as well as all information (documented or verbal) that the Mentee shares with the Mentor as part of this relationship, is to remain confidential. However, please be aware that the Mentor-Mentee relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Mentor agrees not to disclose any information pertaining to the Mentee without the Mentee's consent. *Confidential Information* does not include information that: (a) was in the Mentor's possession prior to its being furnished by the Mentee; (b) is generally known to the public or in the Mentee's industry; (c) is obtained by the Mentor from a third party, without breach of any obligation to the Mentee; (d) is independently developed by the Mentor without use of or reference to the Mentee's confidential information; or (e) the Mentor is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Mentor and as a result of such disclosure the Mentor reasonably believes there to be an imminent or likely risk of danger or harm to the Mentee or others; and (g) involves illegal activity. The Mentee also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Mentor in a timely manner.

4) Termination Either the Mentee or the Mentor may terminate this Agreement at any time with one week's written notice to hello@thetrenches.com.au. The Trenches can terminate or remove any Mentee or Mentor from the program at any time, without being required to give reason upon written notice.

5) Limited Liability Except as expressly provided in this Agreement, the Trenches makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the mentoring services negotiated, agreed upon and rendered. In no event shall The Trenches be liable to the Mentee for any indirect, consequential or special damages.

6) Community Guidelines The Mentee agrees to have reviewed and understood The Trenches Community Guidelines. The Mentee agrees to uphold their behaviour in accordance with this, and that any behaviour that is in breach of this will result in their removal from The Trenches program indefinitely.

7) Entire Agreement This document reflects the entire agreement between The Trenches and the Mentee; and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Mentor and the Mentee.

8) Severability If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9) Waiver The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.