

CLEVER CAFE COMPANY - BUSINESS COACHING AGREEMENT

When you book any type of online coaching over any of the coaching topics we offer anywhere on the Clever Cafe Company website, you are agreeing to this Business Coaching Agreement (**Agreement**). You are entering and agreeing to this Business Coaching Agreement (**Agreement**) by clicking the tick box on the website and then making payment.

The coaching session will take place between:

A Clever Cafe Company Coach (ABN 30 659 337 578) of (Clever Cafe Company);
and any Party booking and/or paying for the Coaching Session.

BACKGROUND

- (A) The Business Coach is engaged in the business of providing business coaching services.
- (B) The Client desires to retain the Business Coach to provide such services.

OPERATIVE CLAUSES

1. Services

The Business Coach agrees to provide business coaching services to the Client, which may include, but are not limited to, the following areas of focus: Cafe Startup!, Business Planning and Strategy, Pre-Opening Business Modelling, Leasing 101, Operations, Team, Leadership, Profitability, Creativity and Exit Strategy (**Services**). The Business Coach shall provide the Services using appropriate tools, techniques, and methods at their discretion, and within the limits of their professional competence. The Client must be have subscribed for a free (**Membership**) in advance of booking a (**Session**).

2. Term and termination

- (a) This Agreement shall commence from the date of this Agreement and will continue until terminated by the either of the Parties.
- (b) Either Party may terminate this Agreement at any time upon 7 days written notice to the other Party. In the event of termination, the Client shall be

responsible for payment of any outstanding fees for Services provided up to the date of termination.

3. Session structure

The Business Coaching session/s (**Sessions**) shall be conducted in accordance with the following structure:

3.1. Frequency

The Sessions shall occur on the date and time booked by the client.

3.2. Duration

Each Session shall last for a maximum of 1 hour.

3.3. Location

The Sessions shall take place online.

4. Fees and payment terms

- (a) The Client shall pay Clever Cafe Company (**Business Coach**) a fee of \$AUD \$59 + GST per Session (**Fee**). The Fee is exclusive of any additional charges or expenses, such as travel costs, which shall be separately invoiced and payable by the Client.
- (b) We reserve the right to withhold the provision of Services until the Fee has been processed.
- (c) Payment shall be made by the Client to the Clever Cafe Company (**Business Coach**) online and in advance of the business coaching session.

5. Confidentiality

Both Parties agree to keep any and all information shared between them during the course of the coaching relationship strictly confidential, except as required by law or as otherwise agreed in writing.

6. Intellectual property

The Business Coach retains all ownership rights to any materials, tools, or techniques provided to the Client during the course of the coaching relationship.

The Client is granted a non-exclusive, non-transferable license to use such

materials solely for their personal benefit and in accordance with the terms of this Agreement.

7. Liability and indemnification

The Business Coach shall not be liable for any claims, damages, or losses arising out of or in connection with the Services provided under this Agreement, except to the extent such claims, damages, or losses are caused by the Business Coach's gross negligence or willful misconduct. The Client shall indemnify, defend, and hold harmless the Business Coach from any and all claims, damages, or losses arising out of the Client's actions or omissions in connection with this Agreement. Our maximum liability to you will be limited to the re-performance of the Services.

8. Dispute resolution

- (a) If a dispute arises out of or relates to the terms of this Agreement, neither Party may commence any legal proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- (b) A Party to this Agreement claiming a dispute (**Dispute**) has arisen under the terms of this Agreement, must give written notice to the other Party detailing the nature of the Dispute, the desired outcome, and the action required to settle the Dispute (**Dispute Notice**).
- (c) On receipt of the Dispute Notice by the other Party, the Parties to this Agreement must within seven days of the Dispute Notice endeavor in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.
- (d) If for any reason whatsoever, 21 days after the date of the Dispute Notice, the Dispute has not been resolved the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by Tim Noye or his or her nominee and attend a mediation.
- (e) It is agreed that mediation will be held in New South Wales, Australia.
- (f) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing, undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.

- (g) All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the fullest extent possible, must be treated as "without prejudice" communications.
- (h) If thirty (30) days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.
- (i) In the event that the Dispute is not resolved at the conclusion of the mediation, either Party may institute legal proceedings concerning the subject matter of the Dispute thereafter.

9. Cancellation and rescheduling policy

The Client must provide at least 7 days written notice to the Business Coach if they wish to cancel or reschedule a Session. In the event of a late cancellation or rescheduling, the Client may be subject to a cancellation fee of \$AUD \$59 + GST.

10. Code of ethics and professional standard

The Business Coach agrees to abide by the International Coaching Federation's Code of Ethics.

11. No guarantees or warranties

The Business Coach makes no guarantees or warranties, express or implied, as to the specific results or outcomes to be achieved through the Services. The Client acknowledges and agrees that they are solely responsible for their own progress and success.

12. Relationship of the parties

The Parties are independent contracting parties, and nothing in this Agreement will make any Party the employee, partner, agent, legal representative, trustee, or joint venture of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

13. Force majeure

- (a) For the purpose of this clause, "Force Majeure Event" means an event

adversely impacting a Party's ability to comply with any of its obligations under this Agreement which is beyond the Party's reasonable control, such as fire, flood, natural or man-made disasters, civil commotion, industrial action, war (declared or undeclared), pandemic, and restrictions and prohibitions or any other actions by any government or quasi-government authorities.

- (b) If a Party is unable to perform an obligation under this Agreement because of a Force Majeure Event, then that Party:
 - (i) must notify the other Party of this fact and to what extent their ability to perform their obligations under this Agreement is affected;
 - (ii) if they have issued a notice pursuant to sub-clause (a) above, is temporarily relieved from performing the obligations specified in their notice for the duration of the delay arising directly out of the Force Majeure Event; and
 - (iii) use their best endeavors to minimize the impact of any Force Majeure Event.
- (c) Neither Party is excused from any obligation to pay money because of a Force Majeure Event, despite any other provision of this Agreement.
- (d) If a delay by either Party arising directly out of a Force Majeure Event continues for more than 6 months, the other Party may, at its sole discretion, terminate this Agreement giving 1 month's written notice to the other Party.

14. Severability

If any provision of this Agreement is held to be void or unenforceable by any court of competent jurisdiction:

- (a) and if limiting such provision would make the provision valid, then such provision shall be construed as so limited, but otherwise the provision will be severed; and
- (b) the remainder of this Agreement shall continue in full force and effect.

15. Entire agreement

This Agreement constitutes the entire agreement between Parties, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

16. Amendment

This Agreement may be modified only in writing, signed by each Party.

17. Notices

All notices required or permitted under this Agreement shall be in writing and may be delivered by email to the addresses specified below:

Business Coach:

hello@clevercafecompany.com.au

18. Jurisdiction and Governing Law

This Agreement will be construed in accordance with and governed by the laws of New South Wales. Each Party submits to the exclusive jurisdiction of the courts operating in New South Wales in connection with matters concerning this Agreement.

19. Counterparts

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.