

RESIDENT COACH AGREEMENT

1. This Agreement sets out the terms and conditions between Saving Brother Pty Ltd (ACN: 647 827 003) as trustee for the Saving Brothers Trust (**Saving Brothers**) and you (**Resident Coach**).
2. You agree to pay the **Subscription Fees** as set out in the information pack provided to you (**Resident Coach Registration Pack**) and as amended by notice from Saving Brothers from time to time. This is in return for the opportunity to participate in the Saving Brother's community as set out in the Resident Coach Registration Pack or on the Saving Brothers website or saving Brothers app (**Saving Brothers Platform**) from time to time.
3. These opportunities allow you to coach members through mentorship and selling courses. You will also be able to publish blogs, record and publish podcasts and publish other material, promotional or otherwise on the Saving Brothers Platform. The details of these opportunities are set out in the Resident Coach Registration Pack and on the Saving Brothers Platform. Your participation in these opportunities, together make up the **Services** provided by you.
4. Where you write social media, blog posts, other material or record podcasts, they must be approved by Saving Brothers (in their absolute discretion) before they are published. When published the intellectual property rights remain with the you. You give Saving Brothers a worldwide, royalty free, non-exclusive, perpetual, non-revocable, transferrable licence to use the posts, podcasts and any other published material.
5. Where you sell a course through the Saving Brothers Platform fees will be collected by Saving Brothers. 80% of the fees collected (**Fee Share**) will be remitted to you monthly in arrears (**Coaching Fees**). The Fee Share percentage may be amended (in the absolute discretion of Saving Brothers) by providing 7 days notice of the change to you. You agree that sending an email to the most recent email address Saving Brothers has in its records for you is adequate notice.
6. You will receive a monthly report of all of your courses purchased and unlocked by members as well as mentoring hours charged over the month. Saving Brothers has a right to and may offset any unpaid Subscription Fees against any Coaching Fees owed.
7. You must ensure that you:
 - a. carry out the Services in a professional manner, to the satisfaction of Saving Brothers;
 - b. carry out the Services consistent with good commercial practice and to a high standard associated with the type of services to be provided;
 - c. carry out the Services in accordance with all directions from time to time from Saving Brothers
 - d. exercise good faith in all transactions related to Saving Brothers;
 - e. only provide mentoring services to members you have connected with through the Saving Brother's community within the terms of this Agreement and through the Saving Brother's Platform.
 - f. comply with all legislation or other regulatory requirements applying to matters within the scope of the Services;
 - g. takes all steps necessary to avoid conflict of interests between the you and Saving Brothers; and

- h. do not sub-contract any part of the Services without the prior written consent of Saving Brothers.
- 8. You warrant that you are:
 - a. competent to carry out the Services; and
 - b. have the necessary skills, knowledge, experience, qualifications and licences to carry out the Services; and
- 9. You agree that while you are a Resident Coach at Saving Brothers you will not solicit, deal with, canvass or accept the approach of any member of the Saving Brothers Community to provide courses or mentoring outside the Saving Brothers Platform and the terms of this Agreement.
- 10. The parties expressly acknowledge and agree that:
 - a. nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties;
 - b. nothing in this document will be deemed to authorise or empower any of the parties to act as agent for or with any other party; and
 - c. you are an independent consultant for the provision of the Services to Saving Brothers on the terms set out in this Agreement.
- 11. You are is responsible for and must indemnify Saving Brothers and keep Saving Brothers indemnified against any loss, damage or injury incurred (directly or indirectly) as a consequence of, or in connection with:
 - a. the provision of the Services;
 - b. your negligent or wrongful act or omission;
 - c. a claim by any third party that the Services or any deliverables provided under this Agreement infringe the intellectual property rights of that third party;
 - d. a breach by you of this Agreement; or
 - e. a breach of a representation or warranty given by you under this Agreement,including, without limitation, loss, damage or injury to persons or property caused by you and any legal fees (on a full indemnity basis) or other costs that arise in defending any legal claims from third party arising from the provision of the Services.
- 12. The opportunity to participate in the Saving Brothers community is on an "as is" basis without warranties whether oral, statutory, express or implied to the maximum extent permitted by the applicable law. Saving Brothers specifically disclaims any warranties of fitness for a particular purpose.
- 13. In no event shall Saving Brothers have any liability to you for any lost profits or revenues or for any indirect, special, incidental, consequential, or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not Saving Brothers had been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

14. The Subscription may be terminated by either party with one month's notice. Saving Brothers will pay you any Coaching Fees owed, offset against any Subscription Fees owed. Prepaid Subscription Fees will not be reimbursed.
15. Saving Brothers may terminate this Agreement at any time without notice if you:
 - a. are unable for any reason to provide the Services for a period of two consecutive weeks;
 - b. engage in a serious act of negligence or wilful misconduct in providing or carrying out the Services;
 - c. behave in a way which Saving Brothers (in its absolute discretion), affects your ability to provide or carry out the Services or has the potential to damage the reputation of Saving Brothers;
 - d. fails to remedy, to the satisfaction of Saving Brothers, any breach of this Agreement (including by not providing the Services that is capable of remedy within 7 days after the date on which Saving Brothers issues you a written notice requiring you to remedy the breach; or
 - e. breaches any material provision of this Agreement and such breach cannot be remedied.
16. The agreement between the parties is made up of this Agreement together with the details set out in the Resident Coach Registration Pack as amended from time to time by Saving Brothers. Amendments to this Agreement can be made at any time by Saving Brothers notifying you. You agree that sending an email to the most recent email address Saving Brothers has in its records for you is adequate notice.
17. Saving Brothers may assign this Agreement to a third party at any time without seeking consent from you.
18. This document is governed by the law of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction over this Agreement.