

BUSINESS MENTORING SERVICES AGREEMENT TERMS

BACKGROUND

- (A) USRC's volunteer business mentors have diverse business backgrounds, skills, and expertise.
- (B) The Mentee wishes to access the Mentor(s) to gain guidance and support in developing and/or maintaining their business.
- (C) Economic Development Staff, on behalf of the USRC, strive to match Mentees with Mentors who have experience relevant to the requirements of the Mentee.
- (D) The parties will agree that the relationship between them shall be as set out in these Agreement Terms and Conditions.

IT IS AGREED as follows:

1. The Services

- 1.1 The Mentor(s) have agreed to provide mentoring services to the Mentee, on the terms of this Agreement. The USRC involvement is limited to identifying the Mentor(s), introducing the Mentor(s) to the Mentee and the monitoring and evaluation of progress. USRC will not provide any further services to the Mentee under this Agreement.
- 1.2 The services will consist of meetings and/or phone calls and/or email or other written communications between the Mentor(s) and the Mentee from time to time, the exact content, frequency, and duration of which will be as agreed between the Mentor(s) and the Mentee.
- 1.3 The Mentor(s) shall not at any time be obliged to provide or continue to provide any mentoring services to the Mentee. If and to the extent that they do so, such services will be provided free of charge.
- 1.4 The Mentee shall not at any time be obliged to request or receive mentoring services from the Mentor(s).

2. Liability

- 2.1 The Mentee shall not at any time be obliged to act on any information, suggestion, advice, or guidance; and if they do so, they shall do so at their own risk. The Mentee hereby unconditionally and irrevocably waives any rights of action they may have as against the Mentor(s) in relation to any such information, suggestions, advice, or guidance.
- 2.2 The Mentee is advised to take independent financial, legal, or other appropriate professional advice before acting on any information, suggestion, advice, or guidance given by the Mentor(s).

2.3 The Mentee acknowledges that any services provided on behalf of the USRC by Economic Development Staff and the Mentor(s) pursuant to this Agreement are provided free of charge and in good faith. The USRC, the Economic Development Staff or the Mentor(s) will not be liable to the Mentee or to any third party for any loss, damage, costs, or liabilities suffered because of this Agreement, the existence of the relationships between the parties or the services provided. Nothing in this clause shall limit or exclude any liability for death or personal injury, or which results from fraud.

2.4 USRC is not liable for the services provided by the Mentor(s) or for any acts or omissions of the Mentor(s).

3. Term

3.1 This Agreement will continue in force until terminated by any party, with or without cause, by written notice to Economic Development staff.

3.2 While this Agreement is in force, the Mentor(s) and the Mentee will not either directly or through any intermediary enter any other Agreement between them.

4. Confidentiality

4.1 The Mentor and the Mentee hereby permit the USRC and Economic Development staff to refer to the Mentee, the Mentor(s) and the existence of the arrangement.

4.2 Mentor(s) will keep in strict confidence all and any information of a confidential nature which they obtain about the mentee. This clause shall not apply in relation to any information that is already available in the public domain, other than because of a breach of this clause by any party.

5. Miscellaneous

5.1 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

5.2 Except for the rights of Mentor(s), under the section 2.3 above, a person who is not a party to this Agreement shall not have any rights under or in connection with it.

5.3 This Agreement shall be governed by, and construed in accordance with, Maryland law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Maryland.

5.4 Clauses 2, 4, and 5 shall survive termination of this Agreement.

5.5 I further understand that mentor(s) are prohibited from recommending goods or services from sources in which they have an interest, and that they are also prohibited from accepting fees or commissions resulting from this mentoring relationship.