

XYZ FOR GOOD PTY LTD TRADING AS PROJECT EVEREST VENTURES– SERVICES AGREEMENT



1. Acceptance

- 1.1. This Services Agreement (**Agreement**) is between XYZ For Good Pty Ltd (ABN 81 608 075 672) trading as Project Everest Ventures (**Project Everest**) its successors and assignees, (referred to as **we, us or our**) and university students who request our Services (referred to as **you**).
- 1.2. Project Everest runs overseas Social Venture Project Internships Programs each year which are open to university students from all countries excluding the United States of America and Canada.
- 1.3. This Agreement takes effect on and from the date on which this Agreement is signed by the last Party to sign the Agreement or on and from the date on which you pay us the Deposit (**Effective Date**).
- 1.4. You may not make any cancellations after the Effective Date (other than in accordance with clause 10 of this Agreement).
- 1.5. Subject to the terms of this Agreement, we will proceed with the provision of the Services within a reasonable time after the Effective Date.

2. Our obligations

- 2.1. In consideration of you paying us the Price, we will provide the Services in accordance with this Agreement, whether ourselves or through our employees, consultants, suppliers, subcontractors or agents (**Personnel**).
- 2.2. If this Agreement expresses a time within which the Services are to be provided, you acknowledge and agree that any such time is an estimate only and creates no obligation on us to provide the Services by that time.
- 2.3. Where the Services include organising student travel insurance for you, we will organise such insurance for the duration of your time overseas in accordance with the following documents we provide to you:
 - (a) the business travel insurance product disclosure statement and policy wording and the certificate of currency prepared by Aon Risk Services Australia Limited (ABN 17 000 434 720); and
 - (b) the agreed schedule of terms prepared by Chubb Insurance Australia Limited (ABN 23 001 642 020) (the **Insurance Documents**).
- 2.4. You may request a change to the Services by providing written notice to us (**Variation Request**). We will not be obliged to comply with the Variation Request until:
 - (a) we have confirmed our acceptance of the Variation Request in writing, including any required variation to the Price to perform the Variation Request (**Price Variation**);
 - (b) the Price has been adjusted to reflect the Price Variation; and
 - (c) you have paid us the Price (as adjusted by the Price Variation) in accordance with the Payment Terms.

3. Your obligations

- 3.1. You agree to comply with this Agreement and all of our reasonable requests or requirements.
- 3.2. You agree to obtain, and provide to us, all things reasonably necessary to enable us to provide the Services, including, but not limited to, a valid passport and visa, if required for your Program (**Travel Documents**). You acknowledge that you are solely responsible for obtaining your Travel Documents. Project Everest will not accept any Liability if you are refused entry into a country due to your failure to obtain Travel Documents. Failure to obtain the necessary Travel Documents will result in your position on the Program and the Price, subject to clause 10, being forfeited and you acknowledge that such failure is a breach of this Agreement which is incapable of remedy and we have no Liability to you arising from such forfeiture.

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- 3.3. You agree to comply with all laws and regulations of the country where the Program is held and with the policies of the host institution which are provided to you from time to time, if applicable.
 - 3.4. Where the Services include organising student travel insurance for you, you agree to read and comply with the Insurance Documents.
 - 3.5. If you will not hold a Valid Australian Visa during the Program Duration, you agree to organise your own student travel insurance for the duration of the Program, and prior to travelling to the Country.
 - 3.6. You acknowledge that flights are excluded from our Services and you agree to organise and pay for your own flights to and from the Country as set out in the Program Introductory Email. Failure to organise your flights prior to the Program Commencement Date will result in your position on the Program and the Price, subject to clause 10, being forfeited and you acknowledge that such failure is a breach of this Agreement which is incapable of remedy and we have no Liability to you arising from such forfeiture.
 - 3.7. You agree to comply with Project Everest's policies, standards and instructions for participants of the Program, provided to you from time to time during the term of the Agreement and acknowledge that Project Everest has the right to enforce its policies, standards and instructions for participants at any time during the term of the Agreement (**Code of Conduct**).
 - 3.8. Where you have signed up for a Social Venture Project Internship, you agree to complete the pre-departure training provided by us on the date(s) advised by us. Failure to complete the pre-departure training within the prescribed time frame will result in your position on the Program and the Price, subject to clause 10, being forfeited and you acknowledge that such failure is a breach of this Agreement which is incapable of remedy and we have no Liability to you arising from such forfeiture.
 - 3.9. You agree to complete the Medical Disclaimer Form available at <https://www.projecteverest.ventures/medical-disclaimer/> prior to travelling to the destination country for your Program. You consent to us collecting, holding, storing, disclosing and using your sensitive information for the purpose of providing the Services to you. You consent to us disclosing your sensitive information to International SOS (Australasia) Pty Ltd (ABN 83 052 247 104), including its subsidiaries and associated companies, and to releasing your medical details provided to us in your Medical Disclaimer to them in the event of a medical or security situation. Failure to complete the Medical Disclaimer Form within the prescribed time frame will result in your position on the Program and the Price, subject to clause 10, being forfeited and you acknowledge that such failure is a breach of this Agreement which is incapable of remedy and we have no Liability to you arising from such forfeiture.
 - 3.10. You agree to reimburse us within 14 days of receiving our invoice for all costs and expenses associated with payments made by us for medical services to any medical institution and for all costs and expenses associated with co-ordinating medical assistance on your behalf during the duration of your Program.
 - 3.11. You agree to obtain medical advice from a general practitioner or certified medical professional in relation to undertaking the Program and warrant that you are medically fit to participate in the Program and do not suffer from any condition that may be a risk to your health and safety or the health and safety of others during your Program.
 - 3.12. You agree to take every reasonable precaution to safeguard your health and to protect your personal belongings from damage or theft during the duration of your Program.
 - 3.13. You agree to visit www.smarttraveller.gov.au, the online internet site for the Australian Government Department of Foreign Affairs and Trade (**DFAT**), to obtain an understanding of the political conflicts within the area of your Program prior to your Program.
 - 3.14. You agree to pay us the Price, all disbursements (including travel and accommodation costs and third party costs incurred by us in the provision of the Services), and any other amounts payable to us under this Agreement in accordance with the Payment Terms.
 - 3.15. If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion) immediately cease providing the Services and/or charge you interest at a rate equal to

the Reserve Bank of Australia's cash rate, from time to time, plus 8% per annum, calculated daily and compounding monthly.

4. Payment

- 4.1. The Price payable for the Services is as set out in the Program Introductory Email (**Price**).
- 4.2. We reserve the right to offer your position on the Program to another applicant if you fail to comply with our Payment Terms. If we exercise this right your position will be deemed forfeited and you acknowledge that such failure is a breach of this Agreement which is incapable of remedy and we have no Liability to you arising from such forfeiture.
- 4.3. To the extent permitted by law, you acknowledge that the deposit is non-refundable under any circumstances.

5. Collection Notice

- 5.1. We collect personal information about you in order to allow us to provide the Services to you, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- 5.2. We may disclose that information to third party service providers who help us deliver our Services (including information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators and our business partners) or as required by law. If you do not provide this information we may not be able to provide our Services to you. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.
- 5.3. Our Privacy Policy contains further information about: (i) how we store and use your personal information; (ii) how you can access and seek correction of your personal information; (iii) how you can make a privacy-related complaint; and (iv) our complaint handling process.
- 5.4. By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy.

6. Assumption of Risk

- 6.1. By participating in the Program, you acknowledge that you are aware of and understand the following risks:
 - (a) there are foreseeable and unforeseeable inherent dangers and risks associated with undertaking the Program and you acknowledge that by participating in the Program you are deemed to assume all such risks;
 - (b) participation in the Program and international travel involves risks including, but not limited to, risks involved in travelling to and within, and returning from, international locations; foreign political, legal, medical, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and transportation; and local weather conditions;
 - (c) the country or countries to which you will travel may have health and safety standards below those in Australia. You recognise that you may be subjected to potential risks, illnesses and injuries which could potentially be fatal or dangerous. You acknowledge that you have investigated these risks on your own accord and willingly and knowingly assume them all; and
 - (d) the country or countries to which you will travel may have been determined to present high levels of risk based on the DFAT warnings through its Smart Traveller website. You acknowledge that you have read and understood any and all relevant DFAT warnings. You further acknowledge that notwithstanding any DFAT warnings, you have decided to participate in the Program.

7. Representations and Warranties

- 7.1. You represent and warrant that:
 - (a) you have chosen to participate in the Program voluntarily and of your own free will;

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- (b) you are at least 18 years of age at the time of entering into this Agreement;
 - (c) all information you provide to us to enable us to provide our Services to you is accurate and current and you will immediately notify us of any changes to this information;
 - (d) you were not required to participate in this Program as a condition of receiving your university degree, whether or not you may be receiving academic credit as a result of participating in the Program; and
 - (e) prior to signing this Agreement, you have read it in its entirety and understood its terms, conditions and effect.

8. Intellectual property

- 8.1. As between the Parties, all Intellectual Property rights developed, adapted, modified or created by us or our Personnel (including in connection with this Agreement or the provision of the Services) will at all times vest, or remain vested, in us.
- 8.2. You assign to us all right, title and interest in the all Intellectual Property, which shall immediately vest in us on creation, in any materials that you provide to us, develop or create in connection with this Agreement, and you will ensure that any such assignment or use by us of the Intellectual Property does not infringe any Intellectual Property rights of any person.
- 8.3. If you or any of your Personnel has any moral rights (as defined in the *Copyright Act 1968* (Cth)) (**Moral Rights**) in any materials provided, used or prepared in connection with this Agreement, you (and you will ensure that your Personnel) consent to the infringement of those Moral Rights by us or our Personnel.
- 8.4. You agree to obtain prior written permission from us if you wish to use Project Everest's name or logo on any materials or products and to comply with any reasonable directions made by us in relation to such use.

9. Limitations

- 9.1. In Australia, services come with guarantees which cannot be excluded under the Australian Consumer Law (**Statutory Rights**). Nothing in this Agreement attempts to modify or exclude your Statutory Rights under the Australian Consumer Law.
- 9.2. Despite anything to the contrary, to the maximum extent permitted by law:
 - (a) you warrant that you have not relied upon any warranty, representation, statement, offer or documentation made or provided by or on behalf of us, whether before or after the Effective Date;
 - (b) you agree that this Agreement excludes all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in this Agreement;
 - (c) our maximum aggregate Liability arising from or in connection with this Agreement will be limited to, and will not exceed, the portion of the Price paid by you to us for the Services;
 - (d) you agree that we may delegate any duty of care we owe to you to third parties;
 - (e) we will have no Liability, and you release and discharge us from all Liability, arising from or in connection with any:
 - (i) negligent act, breach of duty, default and/or omission by us, our directors, instructors, servants or agents, howsoever arising in providing the Services to you;
 - (ii) event or circumstance beyond our reasonable control;
 - (iii) acts or omissions of you or your Personnel;
 - (iv) claim which is not covered by the insurer(s) listed in the Insurance Documents;
 - (v) Assumed Risks;
 - (vi) defect, error, omission or lack of suitability or benefit (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Services; and/or

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- (vii) any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data; and
 - (viii) you will indemnify us for and against all Liability arising from or in connection with any default or wrongful act or omission by you or your Personnel, including for a breach of this Agreement by you.

10. Termination

- 10.1. This Agreement will terminate upon written notice by:
- (a) either Party, if mutually agreed in writing between the Parties;
 - (b) us, if you breach this Agreement and that breach has not been remedied within 5 working days of being notified by us; or
 - (c) you, if we breach a material term of this Agreement and that breach has not been remedied or overcome within 15 working days of being notified by you.
- 10.2. On termination of this Agreement, you will:
- (a) where this Agreement is terminated under clauses 10.1(a) or 10.1(b), immediately pay to us the Price and all of our additional costs resulting from the termination;
 - (b) where this Agreement is terminated under clause 10.1(c), immediately pay to us the Price for the Services performed up to the date of termination (and all other amounts due and payable to us under this Agreement);
 - (c) immediately return to us all property, including Confidential Information, belonging to us or our Personnel; and
 - (d) not use any Intellectual Property rights (including copyright) belonging to us or our Personnel.
- 10.3. If you withdraw from the Program prior to its commencement, you must notify us immediately in writing. Cancellation is only effective once such notice has been received by Project Everest.
- 10.4. The following liquidated damages apply for withdrawal of the Program:
- (a) withdrawal within 10 weeks of the commencement of the Program – 35% of the Price;
 - (b) withdrawal within 8 weeks of the commencement of the Program – 65% of the Price; and
 - (c) withdrawal within 5 weeks of the commencement of Program – 100% of the Price.
- 10.5. If the Agreement is terminated by either Party due to circumstances beyond their reasonable control, we are entitled to retain the portion of the Price for the Services provided up until the date of termination and any reasonable costs incurred by us up to the date of the termination.
- 10.6. Termination of this Agreement will not affect any rights or liabilities which a Party has accrued under it.

11. Notice

- 11.1. You agree to notify us within 1 hour of any significant incident(s) occurring during the term of the Program, including but not limited to, accidents, injuries, altercations and/or inappropriate behaviour inconsistent with the Code of Conduct, whether such inappropriate behaviour is committed by you or another participant.
- 11.2. For the purposes of this clause 11, notice may be given to us through the designated program team leader or a staff member designated as the point of contact for Project Everest.
- 11.3. We reserve the right to remove you from the Program in the event that you engage in illegal activity, including activities which are deemed illegal in Australia but not abroad. We also reserve the right to remove you from the Program at our absolute discretion if we form the view that you are unfit to continue on the Program. You acknowledge that removal from the Program is a breach of this Agreement which is incapable of remedy and we have no liability to you arising from such removal.

12. General

- 12.1. **Disputes:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, this Agreement (**Dispute**) without first seeking (in good faith) to resolve the Dispute (unless that Party is seeking urgent interlocutory relief, or the Dispute relates to compliance with this clause).
- 12.2. **Confidentiality:** You will (and will ensure your Personnel) keep confidential, and not use or permit any unauthorised use of, any Confidential Information without our prior written consent, except where the disclosure is required by law.
- 12.3. **Independent legal advice:** You acknowledge and agree that you have had an opportunity to read this Agreement and, prior to executing it, you have had an opportunity to obtain independent legal advice about its terms.
- 12.4. **Notices:** Notwithstanding clause 11, any notice given under this Agreement must be in writing addressed to the relevant address set out at the end of this Agreement. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 12.5. **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under this Agreement if such delay or failure is due to any circumstances beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our Agreement with you by giving you 5 business days' notice in writing.
- 12.6. **Waiver:** Any failure or delay by a Party in exercising a power or right (either wholly or partly) in relation to this Agreement does not operate as a waiver or prevent a Party from exercising that power or right or any other power or right. A waiver must be in writing.
- 12.7. **Assignment:** No party may assign, transfer or otherwise deal with all or any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 12.8. **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties.
- 12.9. **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.
- 12.10. **Entire agreement:** This Agreement contains the entire understanding and agreement between the Parties in respect of its subject matter.
- 12.11. **Costs and expenses:** Each Party must pay its own costs and expenses (including legal costs) in connection with the negotiation, preparation and execution of this Agreement and any instrument relating to it.
- 12.12. **Amendment:** This Agreement may only be amended by written instrument executed by all Parties.
- 12.13. **Survival:** Clauses 8, 9, 10.2, 12.1 and 12.2 survive termination of this Agreement.
- 12.14. **Governing law:** This Agreement is governed by the laws of New South Wales and the Commonwealth of Australia. Each Party submits to the jurisdiction of the courts in New South Wales.

13. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the following meaning:

Assumed Risks means the risks set out in clause 6 of this Agreement and any related risks;

Confidential Information includes information which:

- (a) is disclosed to you in connection with this Agreement at any time;
- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to our business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as “confidential”, and howsoever you receive that information.

Country means the country where the Program is held as set out in the Program Introductory Email.

Deposit means the deposit as set out in the Program Introductory Email.

Intellectual Property means any:

- (a) copyright;
- (b) registered or unregistered design, patent or trade mark rights;
- (c) trade, business, company or domain names;
- (d) know-how, inventions, processes, trade secrets or Confidential Information;
- (e) circuit layouts, databases or source codes; or
- (f) similar rights in any part of the world,

including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Liability means any expense, cost, liability, loss, damage, claim, demand or proceeding (whether under statute, contract, equity, tort, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent.

Party means a party to this Agreement, and

Parties means all of them.

Payment Terms means the payment terms as set out in the Program Introductory Email.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents.

Program means the program set out in the Program Introductory Email.

Program Commencement Date means the date on which the Program commences as set out in the Program Introductory Email.

Program Duration means the period of time from the Program Commencement Date to the Program End Date as set out in the Program Introductory Email.

Program End Date means the date on which the Program ends as set out in the Program Introductory Email.

Program Introductory Email means the email sent to the student from Project Everest summarising the particulars of the Program which is incorporated into this Agreement by reference. This may also be referred to as the ‘Offer Letter’ or ‘Offer Email’.

Privacy Policy means the privacy policy set out on the Site which is incorporated into this Agreement by reference.

Price means the price as set out in the Program Introductory Email.

Services means the services as set out in the Program Introductory Email.

Site means Project Everest’s website available at <https://www.projecteverest.ventures>

Social Venture Project Internships means the various ventures set out on the Site, as amended by us from time to time.

Valid Australian Visa means Australian Citizenship by way of an Australian Passport, Permanent Residency Visa or Student Visa.

For any questions or notices, please contact:

Name:	XYZ For Good Pty Ltd trading as Project Everest Ventures (ABN 81 608 075 672)
Address:	LG, 233 Bulwara Rd, Ultimo NSW 2007
Email Address:	<u>hello@projecteverest.ventures</u>

Name:	[insert student's name]
Address:	[insert student's address]
Email Address:	[insert student's email address]

EXECUTION

Executed as an agreement in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

XYZ For Good Pty Ltd trading as Project Everest Ventures (ABN 81 608 075 672)

Signature of Director

Signature of Director

Date

Date

Executed as an agreement by:

Your Full Name

Signature

Signature of witness

Date

Name of witness

PROGRAM INTRODUCTORY EMAIL

(the below is to be sent to the student via email when they receive this Agreement)

Program	[insert]
Country	[insert]
Program Commencement Date	[insert]
Program End Date	[insert]
Program Duration	[insert]
Price	[insert]
Deposit	[insert]
Payment Terms	<p>The Price must be paid as follows:</p> <ul style="list-style-type: none"> • The Price, and all other amounts due under this Agreement, must be paid in accordance with the terms of Project Everest’s invoice. • The Deposit must be paid within 24 hours after this Agreement is executed by both Parties, and as a precondition to the provision of the Services by Project Everest. • The balance of the Price must be paid in full by the due date listed on the invoice sent to your nominated email address or in accordance with a payment plan if you enter into one with us. • All payments are subject to the terms of this Service Agreement and the Payment Terms, which can be found at https://www.projecteverest.ventures/tc/payment-terms
Inclusions	[insert]
Exclusions	[insert]