

THE FORUM MENTOR PROGRAM 2023-24

TERMS AND CONDITIONS FOR MENTORS

Please read these Terms and Conditions (the “**Terms**”) carefully. This is a legally binding agreement between you and Forum for Women Entrepreneurs in British Columbia (“**The Forum**”) establishing the terms and conditions governing your participation in the Mentor Program (the “**Program**”).

BY APPLYING TO OR PARTICIPATING IN THE PROGRAM, YOU ARE INDICATING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, AND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT (THE “**AGREEMENT**”) WITH THE FORUM SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT APPLY TO OR PARTICIPATE IN THE PROGRAM.

The Forum reserves the right, in its sole discretion, to modify these Terms, at any time and without prior notice. If The Forum modifies these Terms, The Forum will post the changes on The Forum website or otherwise provide you with notice. Your continued participation in the Program following our posting of the changes or otherwise providing you with notice will mean that you accept and agree to such changes. If the modified Terms are not acceptable to you, you must immediately stop your participation in the Program and notify The Forum at 604-682-8115 or mentor@theforum.ca .

As a program participant, you are committed to adhering to The Forum’s [Code of Conduct](#). This is very important to us and the community we are building. The Forum expects Mentors to act in good faith and reserves the right to decline an Application or remove a participant from the Program should The Forum feel the Mentor is uncommitted to the program, or behaving in a disrespectful, discriminatory, unethical, or harmful manner.

ELIGIBILITY

To be eligible for the program, a Mentor must meet all of the following criteria and must be:

- an experienced business leader or experienced entrepreneur;
- willing to offer their time without financial compensation to provide considerations and ideas;
- committed to meeting with a Mentee (self-identified woman entrepreneur) for one hour/month for 12 months either in person or virtually; and
- not a current employee of The Forum.

All gender identities are welcome to participate as Mentors. All personal and other information requested by and supplied to The Forum for the purpose of the Program must be truthful, complete, accurate and in no way misleading. The Forum reserves the right, in its sole discretion, to remove your application should you at any time supply untruthful, incomplete, inaccurate or misleading personal or other information.

PROGRAM COMMITMENT

As a Mentor, you are committed to:

- Adhering to [The Forum's Code of Conduct](#);
- Registering and creating a profile on the Together Platform;
- Providing mentorship without charge to the Forum and your designated Mentee;
- Allowing their Mentee to schedule monthly one (1) hour meetings up to three (3) months in advance, to meet in person, by phone or virtually, for 12 months from the date your Mentee is introduced;
- Providing feedback if relevant within the Together Platform;
- Immediately contacting The Forum if you have any concerns (confidentiality, communication, expectations, or other) with your mentoring relationship, or if you are no longer able to continue for personal reasons; and
- Providing mentorship services in a professional and workmanlike manner, adhering to industry standards.

NO REMUNERATION

You are providing your services as a Mentor on a voluntary basis and you will receive no compensation.

POLICIES

By applying to the Mentor Program, you confirm and agree to the following:

- Any biographical information you have provided The Forum is true.
- As a Mentor, you are providing feedback, perspective and ideas to help Mentees or key decision maker(s) within an entrepreneurial organization to grow and/or improve the Mentee's business.
- You will never solicit nor use your position as a Mentor to offer for sale to your designated Mentee or other Mentees your products or services.
- While the Mentee is responsible for scheduling meetings with you, you commit to making best efforts to be available for meetings and accommodating the scheduling process.
- You understand that if at any time you are unable to continue with the mentorship or have concerns about your relationship with your Mentee, you will inform The Forum as soon as possible.
- You understand that there is no guarantee that you will be paired with a Mentee as the pairing is created by an algorithm and based on the Mentees' needs.

PUBLICITY

You grant to The Forum the right to use your name, photo, location of residence (city and province), and likeness, without compensation of any kind, in connection with any publicity carried out by or on behalf of The Forum with respect to The Forum and the Program.

INTELLECTUAL PROPERTY

As a Program Mentor, you may view and read all materials that are part of the Program which you acknowledge is the intellectual property of The Forum.

PRIVACY

You consent to The Forum collecting, using and disclosing the information in the Application Form (“Application”) and in any documents you give to The Forum in connection with your Application, for the purpose of considering your participation in the Mentor Program, and if your Application is approved, for the purposes of:

- including your personal information in The Forum's mentorship records and CRM system;
- sending you notices, emails and other correspondence including but not limited to emails regarding our program updates, event invites and other Forum programming;
- managing your participation in the Mentor Program; and
- for the other purposes described in The Forum's Privacy Policy which you acknowledge that you have read and understood.

The Forum Privacy Policy is available on the website: <https://The Forum.ca/privacy-policy>

RESTRICTIONS

You will have access to certain proprietary and confidential information of The Forum, such as by example including but not limited to the information that you will access on our Together Mentorship platform, and you will not use this information to build a lead list and you will not sell this information.

CONFIDENTIALITY

Mentor confidentiality

You will sign a confidentiality agreement (mentorship pledge) on the Together Platform with your Mentee. The information you disclose to your Mentees is at the discretion of you and your Mentee. The Forum is not responsible for disclosure or misuse of confidential information arising as a result thereof. You understand that if there is a breach by you or your designated Mentee in your obligations under the

confidentiality agreement you will not have any claims against The Forum, its affiliates, directors, officers, employees, agents or representatives.

Mutual confidentiality

During your participation in the Program, either party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public proprietary and confidential information of Disclosing Party ("Confidential Information") provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

INDEMNITY

You will indemnify The Forum against any and all losses, damages, liabilities, claims or actions that arise in connection with any third party claim arising out of your participation in the Program.

NON-SOLICITATION

During the term of this Agreement, you will not solicit for sale your services or products to any individuals who are engaged with the Program, including but not limited to your Mentee, any other Program Mentees and Mentors, and any officers, directors, employees or representatives of The Forum.

The Forum acknowledges that community is an important part of our programs and we encourage you to build your community of champions. You agree that as a Mentor you will not, directly or indirectly, solicit, attempt to solicit or divert business from a speaker, expert, Mentee or fellow Mentor unless there is an agreement of mutual collaboration.

GENERAL

You agree on behalf of yourself and Your Participants, to release, indemnify and hold harmless The Forum and its affiliates, business partners, sponsors, advertising and promotion agencies, and each of their respective directors, officers, employees, agents, contractors and successors and assigns (the “**Releasees**”) from and against any and all claims and causes of action arising from or in connection with the participation of you and Your Participants in the Program.

You agree and acknowledge on behalf of yourself and Your Participants that The Forum and its Releasees will not be liable for any loss or damages of any kind whatsoever arising from or in connection with the Program, including but not limited to: (i) incorrect or inaccurate transcription or registration of Program entry information; (ii) entries that fail to comply with these Terms; (iii) any loss, damage or claims caused by or related to the Program or participation in the Program; or (iv) any technical malfunctions, human errors or other problems, including without limitation, the inability to access any online service or website, inability to submit any entry forms or materials, failure of any email or entry to be received, printing or typographical errors, lost or delayed transmissions, failure of any telephone or computer networks, or any other error or malfunction, or any injury or damage to the entrant’s or any other person’s computer related to or resulting from the downloading of any material in connection with the Program; (v) the negligence of any Releasee.

The Forum reserves the right to modify, suspend, cancel or terminate, either in whole or in part, the Program at any time and in any way, without prior notice. You may not assign any of your rights or obligations under these Terms without the prior written consent of The Forum. The Forum may freely assign its rights and obligations under these Terms, either in part or in full, without notice to you.

The provisions of these Terms are severable. If any individual provision is held to be invalid, unenforceable or contrary to applicable law, such provision shall be construed, limited, altered or deleted, as necessary, to eliminate the invalidity, unenforceability or conflict with applicable law while endeavoring to preserve the intention of these Terms, and all other provisions shall remain in full force and effect.

CONTACT

If you have any questions or need clarification, please reach out at mentor@theforum.ca or +1 604-682-8115.