

Mentorship Programme Payment Plan Agreement

SELLER BLUEPRINT | FIXED 12-MONTH PROGRAMME

Parties

Mentor: THP Consulting Group Ltd, of 3rd Floor, 86-90 Paul Street, London, England, United Kingdom, EC2A 4NE. Contact email: thpdistributions@gmail.com.

Mentee details

Full legal name of the mentee

Business / company name (if applicable)

Full address, including postcode

Email address

Effective Date (date of the final signature)

The person or entity identified above is referred to as the "Mentee". THP Consulting Group Ltd is referred to as the "Mentor". This Agreement is entered into on the Effective Date above. The Mentor agrees to provide the mentorship programme and the Mentee agrees to pay for and participate in it under the following terms.

Mentorship Scope

The Mentor will provide the Mentee with an unlimited one-on-one mentorship programme focused on achieving a high level of success in Amazon FBA (Fulfillment by Amazon). This means the Mentee is entitled to ongoing personal guidance and support from the Mentor for the duration of the programme, with no fixed limit on the amount of support given. The mentorship will cover all essential knowledge and strategies needed to succeed in an Amazon FBA business at a high level, including but not limited to:

- **Product Research and Sourcing:** Identifying profitable products and reliable suppliers, and managing inventory and supply chain.
- **Business Operations:** Guidance on order fulfillment, customer service, accounting basics, and use of Amazon's FBA systems and reports.
- **Scaling and Advanced Strategies:** Techniques for scaling the business, launching new products, handling competition, and other advanced Amazon FBA tactics. The Mentor shall share all relevant expertise, methods, and best practices with the Mentee, effectively "showing everything needed" for the Mentee to build and run a successful Amazon FBA business. While the Mentor will provide comprehensive guidance, the Mentee acknowledges that no specific results or profits are guaranteed; the Mentee's success will depend on their own efforts, market conditions, and other factors outside the Mentor's control. The Mentee agrees to actively participate in the mentorship,

complete any agreed-upon tasks or homework, and communicate openly with the Mentor to get the full benefit of the programme.

Payment Terms

Programme Fee and Instalments: The total fee for the fixed 12-month mentorship programme is £2,400 (the "Programme Fee"), payable in twelve (12) equal monthly instalments of £200.00. There is no deposit and no interest or additional finance charge. These instalments pay for one fixed-term programme; this is not a cancel-anytime monthly subscription.

Payment Schedule: The first £200.00 instalment is due on the Effective Date. The remaining eleven £200.00 instalments are due on the same calendar day in each of the next eleven months. If that day does not exist in a particular month, payment is due on the last calendar day of that month. The twelfth and final instalment is due eleven calendar months after the Effective Date. Programme access continues until the end of the 12-month term, subject to the terms below. No payments are due after the twelve instalments have been paid, unless a separate agreement is made.

Fixed Commitment: Subject to the statutory rights and termination provisions below, the Mentee commits to the full Programme Fee and has no contractual right to cancel for convenience during the fixed term. Choosing not to attend, access materials or use support does not by itself end the payment obligation. Cancelling a payment instruction does not by itself cancel this Agreement. Any early release or change must be agreed in writing, except where termination or cancellation is permitted by this Agreement or by law.

Payment Method: Payments must be made using the payment method and instructions supplied in writing by THP Consulting Group Ltd. Any separate recurring payment mandate must be authorised by the Mentee. This Agreement does not itself authorise a charge to a card or bank account. The Mentee must quote their name or the reference provided when paying by bank transfer. The Mentor will communicate any changes to payment instructions in writing.

Late Payment and Default: Timely payment of each instalment is an essential condition of this Agreement. If the Mentee fails to pay an instalment by its due date, the Mentor will notify the Mentee of the missed payment (e.g., by email or invoice reminder) and the Mentee shall have a short grace period of 7 days to cure the failure. If an instalment remains unpaid more than 14 days past its due date, it will constitute a default under this Agreement. In the event of a default, the Mentor may, at its discretion, suspend the provision of mentorship services to the Mentee until the overdue payment is made, since the ongoing access to the mentorship is conditioned on up-to-date payments. If any payment is more than 15 days late, the Mentor additionally reserves the right to declare all remaining instalments

immediately due and payable in full, effectively accelerating the entire remaining balance of the Programme Fee. Furthermore, continued non-payment or any other material breach of this Agreement by the Mentee shall entitle the Mentor to terminate the Agreement for cause (see Termination section below). In such case, the Mentor may pursue appropriate legal action to recover any unpaid amounts, which may include engaging a debt collection agency or initiating court proceedings. The Mentee agrees that they will be responsible for any reasonable costs of recovery (such as legal fees or collection costs) incurred by the Mentor as a result of enforcement of the payment obligations. The Mentor's exercise of any of its rights in the event of late payment or default shall not constitute a waiver of the right to seek full payment of the Programme Fee. These provisions are subject to applicable law; the Mentee will have access to the mentorship as long as payments are made as agreed, but failure to pay as promised will result in loss of access and potential legal liability for the remaining balance.

Term and Duration

This Agreement starts on the Effective Date and runs for a fixed period of twelve (12) calendar months unless lawfully terminated earlier. Training access, programme resources and one-to-one support are provided during that term, subject to the payment and termination provisions. The programme does not provide lifetime access.

Paying the twelfth instalment does not shorten the service term: access continues until the end of the twelve-month period. At the end of that period, the Mentor's ongoing mentorship and access obligations end, except for obligations which survive termination or any deliverables already owed. The Agreement does not automatically renew. Any extension, pause or change must be agreed in writing by both parties. Accrued and lawfully outstanding payment obligations are not extinguished merely by the end of the term.

Termination

Termination by Mutual Agreement: The Mentor and Mentee may terminate this Agreement at any time by mutual written agreement. If both parties agree in writing (including via electronic communications) to end the mentorship early, they shall also agree on any settlement of outstanding payments or refund (if applicable) for services not yet rendered. In the absence of a specific agreement on outstanding fees, it will be assumed that the Mentee will pay for any mentorship services already provided up to the termination date, and no further payments will be required for the remaining term.

Termination by Mentor (For Cause): The Mentor may terminate this Agreement prior to the end of the 12-month term if the Mentee materially breaches any term of this Agreement. Material breaches include, but are not limited to: (a) failure to pay any instalment that remains uncured beyond the default grace period as described in the Payment Terms; (b) any serious violation by the Mentee of the confidentiality or non-disclosure provisions of this Agreement; or (c) other conduct by the Mentee that fundamentally frustrates the purpose of this Agreement or makes continuance of the mentorship untenable (such as unethical or illegal activities in connection with the mentorship). In the case of a breach that is capable of being remedied (other than payment defaults which are

addressed above), the Mentor shall provide written notice to the Mentee describing the breach, and if the Mentee fails to cure the breach within 14 days of receiving such notice, the Mentor may terminate the Agreement for cause. Termination by the Mentor for cause shall be effective immediately upon the Mentor's notice of termination following the applicable cure period (or immediately if no cure period applies). Upon such termination, the Mentor may cease providing all mentorship services and deny the Mentee any further access to programme materials or sessions. Consequences of Mentor Termination for Cause: In the event of termination by the Mentor due to the Mentee's breach or default, the Mentor shall have the right to retain all payments already made by the Mentee, and the entire remaining unpaid balance of the Programme Fee shall become immediately due and payable as a debt owed by the Mentee (subject to the Mentor's discretion to demand the same). The Mentor may also pursue legal remedies to recover any remaining unpaid fees, as noted above. The Mentee will not be entitled to any refund of amounts already paid if the Mentor terminates for the Mentee's breach. Any recovery, retention or acceleration of fees is subject to applicable law, statutory remedies and any requirement that the amount recoverable be fair and proportionate.

Termination by Mentee (For Cause): The Mentee may terminate this Agreement prior to the end of the term if the Mentor commits a material breach of its obligations under this Agreement, including but not limited to a failure to provide the mentorship services as promised (for example, if the Mentor stops providing any responses, guidance or scheduled sessions for an unreasonable period without justification). The Mentee must provide written notice to the Mentor describing the Mentor's breach and give the Mentor a reasonable opportunity (not less than 14 days) to cure the issue. If the Mentor fails to cure the breach within that time or as otherwise agreed, the Mentee may terminate the Agreement by providing written notice of termination to the Mentor. Consequences of Mentee Termination for Cause: In the event of a termination by the Mentee due to the Mentor's uncured breach, the Mentee shall be released from the obligation to make any further instalment payments following the effective termination date. Additionally, the Mentor shall, in good faith, refund to the Mentee any portion of the Programme Fee already paid that corresponds to services or access not yet provided as of the termination date (if any pre-paid future months exist). For example, if the Mentee had paid for a month in advance and received no mentorship in that period due to the Mentor's breach, that month's fee should be refunded. Apart from such refund (if applicable), the Mentee shall not seek further damages or remedies from the Mentor except as provided by law, and any refund or release of future payment obligations shall constitute full settlement of the Mentor's liability for breach, provided that this does not limit the Mentee's rights to pursue available legal remedies if the Mentor's breach also violated any laws or caused losses beyond the scope of this Agreement's services.

Effect of Termination (General): Upon termination of this Agreement for any reason, the Mentee's access to the Mentorship Programme and any associated platforms, materials, or one-on-one support will

cease immediately as of the termination date (except as otherwise agreed in a mutual termination). The Mentee agrees to immediately return or destroy any confidential or proprietary materials provided by the Mentor (as detailed under Confidentiality below) upon request. Termination of this Agreement shall not affect any rights and obligations of the parties that have accrued prior to termination. Any provisions of this Agreement which by their nature are intended to survive termination (such as confidentiality, governing law, and any outstanding payment obligations or liability clauses) shall remain in effect. Termination under this section is without prejudice to any other rights or remedies a party may have under law or equity.

General Provisions

- **Confidentiality:** The Mentee acknowledges that during the mentorship the Mentor may disclose to the Mentee certain non-public, confidential, or proprietary information - including business strategies, product ideas, sourcing contacts, methods, techniques, or other trade secrets - which are valuable to the Mentor's business or to the general conduct of Amazon FBA business. The Mentee agrees to keep all such information strictly confidential, and not to disclose or share it with any third party without the Mentor's prior written consent. This confidentiality obligation applies to any information explicitly marked or stated as confidential, as well as any information that by its nature should reasonably be understood to be confidential. The Mentee may use the Mentor's confidential information only for the purposes of their own Amazon FBA business and personal education in connection with the mentorship programme, and not for any other purpose (and specifically not to compete with or harm the Mentor). This clause does not apply to information that is or becomes publicly available through no fault of the Mentee, or information that the Mentee can demonstrate was already lawfully in their possession or obtained independently. The duty of confidentiality survives the expiration or termination of this Agreement indefinitely. Any breach of confidentiality by the Mentee will be considered a material breach of this Agreement, giving the Mentor the right to terminate and seek legal remedies as appropriate. (Likewise, the Mentor agrees to keep confidential any sensitive personal or business information of the Mentee that is shared in confidence during the course of the mentorship, except as required to perform the services or as required by law.)

- **Intellectual Property:** Any materials, curricula, documentation, or tools provided by the Mentor to the Mentee during the mentorship (for example, written guides, spreadsheets, templates, or course videos, if any) remain the intellectual property of the Mentor, unless otherwise specified. The Mentee is granted a limited, revocable license to use these materials for their own personal/business development purposes as part of the mentorship. The Mentee shall not reproduce, distribute, or sell the Mentor's materials to any third party. All techniques, strategies, and know-how imparted by the Mentor are for the Mentee's personal use in their business; the Mentee shall not purport to train or mentor others using the proprietary information gained from this programme without the Mentor's consent.

- **No Assignment or Transfer:** The Mentee may not assign or transfer this Agreement or any of their rights or obligations hereunder to any other person or entity without the prior written consent of the Mentor. The mentorship is intended for the sole benefit of the Mentee named in this

Agreement and is not transferable to any substitute or additional participants. For example, the Mentee shall not share access to any one-on-one sessions or proprietary materials with others. Any attempted assignment or transfer in violation of this clause shall be null and void. The Mentor may assign this Agreement to a successor or affiliate in the event of reorganization or sale of the Mentor's business, provided that the assignment does not diminish the service quality to the Mentee.

- **Independent Contractor:** The relationship between Mentor and Mentee is that of independent contractor (mentor) and client. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the Mentor and the Mentee. The Mentee has no authority to make or accept any offers or representations on behalf of the Mentor, and vice versa. Each party is responsible for its own taxes, business costs, and liabilities arising from their activities under this Agreement.

- **Amendments:** Any amendment or modification of this Agreement must be in writing and signed (or agreed to via verifiable digital consent) by both the Mentor and the Mentee. This includes any extension of the mentorship term, changes to the payment schedule, or changes to the scope of services. No oral modifications will be binding.

- **No Waiver:** Failure by either party to enforce any provision of this Agreement or to exercise any right at any time shall not be deemed a waiver of that provision or right. A waiver of any breach shall not constitute a waiver of any later breach. All waivers must be explicit and in writing to be effective. The rights and remedies of each party under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed or limited to the minimum extent necessary, and the remainder of this Agreement shall remain in full force and effect. The parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that closely approximates the intent and economic effect of the original.
- **Entire Agreement:** This Agreement (including any schedules or addenda hereto, if any) constitutes the entire understanding and agreement between the Mentor and the Mentee with respect to the mentorship programme and payment plan. It supersedes all prior or contemporaneous agreements, negotiations, representations and understandings, whether oral or written, concerning the subject matter hereof. Each party confirms that in entering into this Agreement, they have not relied on any representation or promise not expressly set out in this Agreement.
- **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree that any disputes arising out of or in connection with this Agreement that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which both the Mentor and the Mentee irrevocably submit. (If the Mentee is domiciled in Scotland or Northern Ireland, the parties may mutually agree to the jurisdiction of the courts in those home jurisdictions, but in the absence of such agreement, England and Wales courts shall have jurisdiction.) Each party waives any objection to the venue of any legal proceeding, including any claim that such proceeding has been brought in an inconvenient forum.
- **Electronic Signatures and Counterparts:** The Parties agree that this Agreement may be executed electronically, and that electronic or digital signatures shall be given the same legal effect as original handwritten signatures. A signed electronic copy of this Agreement (whether in PDF, via e-signature service, or even an email confirmation explicitly agreeing to the terms) shall be deemed an original. This Agreement may be executed in counterparts (each of which is deemed an original, but all of which together constitute one and the same agreement). Each party will receive a copy of the fully signed Agreement for their records. For the avoidance of doubt, the use of a digital signing platform or typed signature applied by the authorized party with intent to sign is acceptable and binding.
- **Notices:** Any official notices or communications required or permitted under this Agreement shall be in writing and shall be delivered to the respective parties at the addresses or contact emails set forth above (or to such other address as a party may designate by written notice). Notices may be delivered by hand, sent by recorded postal mail, or by email (if an email address is provided and the email is confirmed received or replied to). Notices shall be deemed given: if by hand, upon delivery; if by mail, 2 business days after posting (or 5 business days if sent internationally); and if by email, on the date of transmission provided no bounce-back or delivery error is received.
- **Headings:** Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision. Words in the singular include the plural and vice versa as the context may require.

- Fair and Good Faith Dealing: Each party agrees to act in good faith and deal fairly with the other in the performance of this Agreement. The Mentee confirms that they have entered into this payment plan and mentorship willingly, and understands the obligations herein. The Mentor confirms that it will use reasonable care, skill, and diligence in providing the mentorship services. Both parties intend this Agreement to be legally binding, and acknowledge that all terms are agreed to voluntarily, with the intent to create legal relations. If any dispute arises, the parties will attempt in good faith to resolve it through discussion or mediation before pursuing legal action.

Signatures

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by its terms. This Agreement may be signed electronically.

Mentee - first signer

Full legal name

Capacity / title (if signing for a business)

Signature

Date signed

Mentor - countersigner

For and on behalf of THP Consulting Group Ltd

Thomas Harry | Authorised signatory

Countersignature

Date countersigned