

MENTORSHIP TERMS AND CONDITIONS

7 Archipelagos, Inc.

Agreement Overview

These Terms and Conditions govern the mentorship and consulting services ("Services") provided by 7 Archipelagos, Inc. ("Mentor") to the travel advisor client ("Client") for business consultation, trip planning guidance, and systems improvement.

Services Provided

Mentor will provide consultation services related to luxury travel advisory business operations, including but not limited to trip planning strategies, business systems development, and scaling guidance. Services are advisory in nature and do not guarantee specific business outcomes or results.

Payment Terms

- All fees must be paid in full prior to or as agreed upon before services are rendered
- Fees are non-refundable once services have commenced
- Cancellations made less than 24 hours before scheduled sessions may result in forfeiture of session fee

Confidentiality and Non-Disclosure

Both parties agree to maintain strict confidentiality of all proprietary business information, client lists, supplier relationships, commission structures, trade secrets, business strategies, and other sensitive information shared during the mentorship relationship. Client agrees not to disclose, reproduce, or share Mentor's proprietary materials, methodologies, or confidential business practices with any third party without prior written consent. This obligation survives termination of this agreement and continues indefinitely.

Client Responsibilities

- Client is responsible for implementing advice and strategies at their own discretion
- Client acknowledges that business success depends on multiple factors beyond mentorship

- Client must maintain their own appropriate business licenses, insurance, and legal compliance
- **Insurance:** Client is strongly encouraged to maintain their own Errors & Omissions (E&O) insurance and general liability insurance appropriate for their travel advisory business. Mentor's insurance does not cover Client's business operations or advice Client provides to their own clients.

Limitation of Liability

Mentor provides guidance and consultation but makes no guarantees regarding Client's business performance, revenue, or specific outcomes. Client assumes all risk and responsibility for business decisions made based on mentorship received. Mentor's liability shall not exceed the total fees paid by Client for services.

Disclaimers

- **No Guarantee of Results:** Mentor does not guarantee any specific income, revenue, client acquisition, or business growth results. Success depends on multiple factors including but not limited to Client's effort, market conditions, existing resources, and implementation of strategies.
- **Not Legal, Financial, or Tax Advice:** Services provided are business consulting and mentorship only. Mentor is not providing legal, accounting, tax, or financial planning advice. Client should consult appropriate licensed professionals for such matters.
- **Independent Business Decisions:** All business decisions, including supplier relationships, pricing structures, client agreements, and business operations remain solely the responsibility of the Client.
- **Travel Industry Compliance:** Client is solely responsible for maintaining all necessary licenses, registrations, insurance, and compliance with travel seller regulations applicable to their business and jurisdiction.

Independent Contractor Relationship

This agreement establishes an independent contractor relationship. Nothing herein creates a partnership, joint venture, employment, or agency relationship between the parties.

Termination

Either party may terminate this agreement with 15 days written notice. Client remains responsible for payment of all services rendered prior to termination.

Limitation on Termination Remedies: In the event of termination by either party for any reason, the sole and exclusive remedy available shall be a pro-rata refund of any prepaid fees

for services not yet rendered. Neither party shall be liable to the other for any additional damages, penalties, lost profits, consequential damages, or any other claims arising from or related to the termination of this agreement. This limitation applies regardless of the reason for termination, including but not limited to breach of contract, dissatisfaction with services, or any other cause.

Dispute Resolution

Any disputes arising from this agreement shall be resolved through binding arbitration in accordance with the laws of New York.

Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior discussions or agreements regarding the subject matter.

Client Acknowledgment

By signing below, Client acknowledges that they have read, understood, and agree to these Terms and Conditions.

Client Name: _____

Client Signature: _____

Date: _____

Mentor: _____

Mentor Signature: _____

7 Archipelagos, Inc.

Date: _____