

TERMS AND CONDITIONS

Thank you for being a valued client of Crews Consulting Group, LLC (“CCG”). These Terms and Conditions shall apply to all consulting, advisory or other services performed by CCG or its authorized representatives (“**Services**”) for a CCG client (“**Client**”). The Services may be described in a services agreement, engagement letter, order form or other similar document executed by CCG and Client (a “**Services Agreement**”). Whether or not a Services Agreement has been executed, Client’s request for and receipt of the Services shall constitute Client’s acceptance of these Terms and Conditions.

- 1) Client will cooperate with CCG in connection with the Services, including without limitation by providing CCG with such business information as CCG may reasonably request on an ongoing basis. Client will at all times retain full authority and responsibility for all decisions affecting its business and operations. CCG shall perform all Services as an “independent contractor” and not as an employee or agent of Client. CCG is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of Client, or to bind Client in any manner or capacity. CCG makes no warranties or guarantees related to the Services, express or implied, including without limitation that its efforts on behalf of Client will result in any particular business result.
- 2) Client shall make no withholdings from any fees paid for Services to CCG, such as for federal or state income taxes, Social Security, or Medicare taxes, all of which shall be the sole responsibility of CCG.
- 3) All non-public information concerning Client and its business that is disclosed to CCG will be used solely in the performance of the Services and will be treated confidentially by CCG to the extent it remains non-public. Except as contemplated by any particular engagement for Services or as otherwise required by law, regulation or legal process, CCG will not disclose any such non-public information to a third party without Client’s prior written consent. Notwithstanding the foregoing, CCG shall be permitted to identify Client as a client of CCG and to use Client’s name, logo and image in connection therewith.
- 4) In the event that CCG or any of its employees, representatives or affiliates (each such entity and person collectively being referred to hereinafter as an “**Indemnified Party**”) suffers any injury, damage, liability or loss (collectively, “**Loss**”) or becomes involved in any capacity in any actual or threatened investigation, dispute, claim, action, suit or proceeding (in court, arbitration, mediation or otherwise) (collectively, “**Action**”) related to or arising out of CCG’s engagement or Services (other than as a result of the Indemnified Party’s gross negligence, bad faith or willful misconduct), Client will indemnify and hold harmless each Indemnified Party from and against any and all losses, claims, damages, expenses (including reasonable legal fees and expenses) and liabilities related to or arising out of such Loss or Action.
- 5) In no event will CCG be liable for any indirect, special, incidental, or consequential damages, however caused, whether for breach of contract, negligence or otherwise, and whether or not it has been advised of the possibility of such damages. Regardless of the basis of liability or the form of action, CCG’s total cumulative liability to Client will not exceed the amount of the fees actually paid to it for Services during the twelve (12) month period preceding the claim.
- 6) During the term of performance of any Services and for a period of one (1) year thereafter, Client shall not solicit, hire or engage any employee or service provider of CCG without CCG’s prior written consent.
- 7) These Terms and Conditions, together with any Services Agreement, contain the entire agreement of the parties with respect to the Services and supersedes and takes precedence over all other agreements or understandings, whether oral or written, between Client and CCG. In the event of any conflict between these Terms and Conditions and the terms of any Services Agreement, these Terms and Conditions shall prevail. These Terms and Conditions shall inure to the sole and exclusive benefit of the parties hereto and their respective successors. Neither party may assign its rights or delegate its duties hereunder or with respect to any Services without the prior written consent of the other Party, which consent may be granted or denied in each Party’s sole and absolute discretion; provided, however, that (i) the Services may be performed by authorized service providers engaged by CCG and (ii) either party may assign such rights and duties in their entirety without the prior written consent of the other party to a successor in interest to all or substantially all of its business or assets, whether by merger, sale of assets, sale of stock, reorganization or otherwise. These terms and conditions, and any Services Agreement, may not be amended or modified, nor may any provision be waived, except in writing signed by Client and CCG.
- 8) The validity and interpretation of these Terms and Conditions and any Services Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard or reference to conflict of laws principles.