



Website ♦ Marketing ♦ Data Analyst ♦ Restaurant ♦ *Consultations*

# Master Service Agreement

MSA ID	Service By	Service For
[MSA-2025-XXX]	Nevin Consultant Group 732 South 6th Street, STE 4893 Las Vegas, Nevada 89101	[Company Name] [Company Address]

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## 1. Introduction

- a. This Master Service Agreement (“Agreement”) is entered into by and between Nevin Consultant Group, a Nevada-based consulting entity (“Consultant”), and the client identified in the applicable Statement of Work (“Client”).
- b. The purpose of this Agreement is to establish the general terms and conditions under which Consultant will provide professional services to Client, as further detailed in individual Statements of Work (“SOWs”).
- c. This Agreement is subject to the general Terms and Conditions published on Consultant’s website, which govern all legal documents and engagements unless otherwise expressly stated herein.



- d. Relationship of Parties:
  - i. This Agreement governs the overall relationship between Consultant and Client.
  - ii. Each SOW shall be subject to the terms of this Agreement unless otherwise expressly stated in writing.
  - iii. Consultant shall perform services as an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.
- e. Commencement:
  - i. This Agreement shall become effective on the date of execution by both parties (“Effective Date”).
  - ii. It shall remain in effect until terminated in accordance with Section 4 (Term and Termination).
- f. Duration of Engagements:
  - i. Each SOW shall specify the duration of the services to be provided.
  - ii. The termination of any individual SOW shall not affect the validity or enforceability of this Agreement or other active SOWs.
- g. Binding Nature:
  - i. Each SOW executed under this Agreement shall be incorporated herein by reference and shall be deemed a part of this Agreement.
  - ii. In the event of a conflict between the terms of this Agreement and any SOW, the SOW shall control only with respect to the specific services described therein.

## 2. Definitions

- a. Headings are for convenience only and shall not affect the interpretation of this Agreement.
- b. The singular includes the plural and vice versa; references to “including” shall be construed as “including without limitation.”
- c. Any reference to a “Section” shall refer to the numbered section of this Agreement unless otherwise stated.
- d. **“Agreement”** refers to this Master Service Agreement, including all incorporated Statements of Work and referenced policies.
- e. **“Client”** refers to the individual or entity entering into this Agreement with Consultant, as identified in the applicable SOW.
- f. **“Confidential Information”** means any non-public, proprietary, or sensitive information disclosed by either Party in connection with this Agreement, subject to Section 7.
- g. **“Consultant”** refers to Nevin Consultant Group, a Nevada-based consulting entity.
- h. **“Deliverables”** means any work product, report, analysis, or other output created by Consultant in connection with the Services.
- i. **“Effective Date”** means the date on which this Agreement is executed by both parties.
- j. **“Force Majeure”** means events beyond a Party’s reasonable control that prevent



- performance, including natural disasters, government actions, or labor disputes.
- k. **“Governing Law”** means the jurisdiction whose laws apply to this Agreement, as defined in Section 11.
  - l. **“Indemnification”** refers to the obligation of one Party to compensate the other for certain losses or damages, as described in Section 9.
  - m. **“Milestones”** means specific deadlines or performance checkpoints defined in an SOW.
  - n. **“Party”** or **“Parties”** refers individually to Consultant or Client, and collectively to both.
  - o. **“Personal Data”** means any information relating to an identified or identifiable individual, as defined under applicable data protection laws.
  - p. **“Privacy Policy”** refers to Consultant’s published privacy practices available at [nevinconsultant.com/terms/privacy-policy/](https://nevinconsultant.com/terms/privacy-policy/), which govern the handling of Personal Data.
  - q. **“Services”** means the consulting, advisory, analytical, or other professional services provided by Consultant under this Agreement and any applicable SOW.
  - r. **“SOW”** or **“Statement of Work”** means a written document executed by both parties that describes specific services, deliverables, timelines, and fees.
  - s. **“Term”** means the duration of this Agreement, as defined in Section 4.

### 3. Scope of Services

- a. Nature of Services:
  - i. Consultant shall provide professional services to Client as described in each applicable Statement of Work (“SOW”).
  - ii. Services may include, but are not limited to, strategic consulting, data analysis, CRM campaign management, research support, and other advisory functions relevant to Client’s business objectives.
- b. Method of Delivery:
  - i. Services may be delivered remotely, on-site, or through hybrid arrangements, as specified in the relevant SOW.
  - ii. Consultant shall use commercially reasonable efforts to perform services in accordance with industry standards and timelines agreed upon in writing.
- c. Binding Nature:
  - i. Each SOW shall be executed by both Parties and shall describe the specific scope, deliverables, timelines, fees, and any additional terms applicable to the engagement.
  - ii. The terms of this Agreement shall apply to all SOWs unless expressly overridden in writing within the SOW.
- d. Changes to Scope:
  - i. Any changes to the scope of services must be agreed upon in writing by both Parties and may require a revised or supplemental SOW.
  - ii. Consultant shall not be obligated to perform services outside the scope of an executed SOW without written authorization and may issue a change order or amendment as needed.
- e. Services Not Included:



- i. Consultant shall not be responsible for providing legal, financial, or regulatory advice unless explicitly stated in an SOW.
- ii. Consultant shall not be liable for outcomes dependent on third-party platforms, systems, or data sources beyond its control.

#### **4. Term and Termination**

- a. Commencement and Duration:
  - i. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Section.
  - ii. The Agreement shall apply to all active and future Statements of Work (“SOWs”) executed during its term, unless superseded or terminated.
- b. Renewal or Extension:
  - i. The Parties may mutually agree in writing to extend or renew the Agreement or any individual SOW.
  - ii. Renewal terms shall be documented in an amendment or new SOW and shall be subject to the terms of this Agreement unless otherwise stated.
- c. Termination for Convenience:
  - i. Either Party may terminate this Agreement or any active SOW for any reason by providing thirty (30) days’ written notice to the other Party.
  - ii. Upon termination for convenience, Consultant shall be compensated for all Services performed and Deliverables completed up to the effective termination date.
- d. Termination for Cause:
  - i. Either Party may terminate this Agreement or any SOW immediately upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice.
  - ii. Material breaches may include, but are not limited to, non-payment, unauthorized use of intellectual property, or violation of confidentiality obligations.
- e. Final Deliverables and Payment:
  - i. Upon termination, Consultant shall deliver any completed work product and issue a final invoice for Services rendered.
  - ii. Client shall pay all undisputed amounts due within fifteen (15) days of receipt of the final invoice.
- f. Survival of Terms:
  - i. The following sections shall survive termination: Intellectual Property, Confidentiality, Indemnification, Limitation of Liability, Governing Law & Dispute Resolution, and any other provisions which by their nature are intended to survive.

#### **5. Fees and Payment Terms**

- a. Service Rates:
  - i. Consultant’s fees for Services shall be set forth in each applicable Statement of Work (“SOW”).
  - ii. Fees may be structured as hourly rates, fixed project fees, retainer



arrangements, or other mutually agreed formats.

- b. Additional Charges:
  - i. Consultant may charge for reasonable out-of-pocket expenses incurred in connection with the Services, including travel, lodging, and materials, provided such expenses are pre-approved by Client in writing.
  - ii. Any applicable taxes, duties, or government charges shall be the responsibility of Client unless otherwise stated in the SOW.
- c. Schedule and Format:
  - i. Consultant shall issue invoices in accordance with the schedule specified in the SOW, typically on a monthly basis or upon completion of milestones.
  - ii. Each invoice shall include a summary of Services performed, hours worked (if applicable), and any approved expenses.
- d. Disputed Charges:
  - i. Client shall notify Consultant in writing of any disputed charges within ten (10) business days of receiving an invoice.
  - ii. Undisputed portions of the invoice shall remain payable in accordance with Section 5.
- e. Due Dates:
  - i. Client shall remit payment within fifteen (15) calendar days of the invoice date, unless otherwise specified in the SOW.
  - ii. Payments shall be made via electronic transfer, check, or other method agreed upon by both Parties.
- f. Late Payments:
  - i. Any payment not received by the due date may incur a late fee of 1.5% per month or the maximum rate permitted by law, whichever is lower.
  - ii. Consultant reserves the right to suspend Services if payment is not received within thirty (30) days of the invoice date.
- g. Scope-Driven Changes:
  - i. If the scope of Services changes materially, Consultant may propose a fee adjustment, subject to Client's written approval.
  - ii. Any fee changes shall be documented in a revised SOW or amendment to this Agreement.
- h. Eligibility for Refunds:
  - i. Consultant does not offer refunds for Services that have been rendered in accordance with the applicable Statement of Work ("SOW").
  - ii. If Client terminates an SOW prior to the commencement of Services, Consultant may issue a partial refund of any prepaid fees, subject to a deduction for administrative costs or non-refundable expenses incurred.
- i. Non-Refundable Items:
  - i. Fees paid for completed milestones, delivered work product, or time-based services are non-refundable.
  - ii. Retainer fees or deposits may be non-refundable unless otherwise specified in the SOW.
- j. Discretionary Refunds:



- i. Consultant may, at its sole discretion, issue a goodwill refund or credit in cases of documented service failure or mutual agreement between the Parties.
  - ii. Any discretionary refund shall not constitute a waiver of Consultant's rights under this Agreement.
- k. Retainer Structure:
  - i. Consultant may require a retainer fee prior to the commencement of Services, as specified in the applicable Statement of Work ("SOW").
  - ii. The retainer shall be applied toward future invoices or held as a deposit against final project costs, depending on the terms outlined in the SOW.
- l. Non-Refundable Nature:
  - i. Retainer fees are generally non-refundable unless otherwise stated in the SOW or agreed upon in writing by both Parties.
  - ii. In the event of early termination by Client, any unused portion of the retainer may be forfeited unless Consultant agrees to a partial refund at its sole discretion.
- m. Renewal or Replenishment:
  - i. Consultant may request replenishment of the retainer if Services exceed the initial scope or duration.
  - ii. Failure to replenish the retainer within ten (10) business days of request may result in suspension of Services until payment is received.

## **6. Intellectual Property**

- a. Work Product Created for Client:
  - i. Unless otherwise stated in the applicable Statement of Work ("SOW"), all Deliverables created by Consultant specifically for Client under this Agreement shall become the property of Client upon full payment of all fees due.
  - ii. Consultant retains the right to use general knowledge, skills, and non-confidential methodologies developed during the engagement for future work, provided such use does not disclose Client's Confidential Information.
- b. Consultant-Owned Assets:
  - i. Consultant shall retain all rights, title, and interest in any pre-existing materials, templates, tools, code, or intellectual property owned or developed by Consultant prior to or independently of this Agreement.
  - ii. If any pre-existing materials are incorporated into the Deliverables, Consultant grants Client a non-exclusive, non-transferable, royalty-free license to use such materials solely in connection with the Deliverables.
- c. Licensing and Attribution:
  - i. Consultant may use third-party content, software, or data in the course of providing Services, subject to applicable licenses and usage rights.
  - ii. Consultant shall disclose any third-party components included in Deliverables and ensure proper attribution and compliance with licensing terms.
- d. Limited Display Rights:



- i. Consultant may, with Client's prior written consent, reference the engagement and display non-confidential portions of the Deliverables in its portfolio, case studies, or promotional materials.
- ii. Any such use shall not imply an ongoing partnership and shall include appropriate disclaimers as required by Client.

## **7. Confidentiality & Data Protection**

- a. Definition and Scope:
  - i. "Confidential Information" means any non-public, proprietary, or sensitive information disclosed by either Party to the other, whether oral, written, electronic, or otherwise, including but not limited to business plans, financial data, technical specifications, client lists, and project materials.
  - ii. Confidential Information does not include information that:
    - 1. Is or becomes publicly available through no breach of this Agreement;
    - 2. Was lawfully known to the receiving Party prior to disclosure;
    - 3. Is independently developed without use of the disclosing Party's information;
    - 4. Is disclosed pursuant to legal obligation or governmental request.
- b. Protection Measures:
  - i. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential materials, and no less than reasonable care.
  - ii. Confidential Information shall not be disclosed to any third party without prior written consent, except to employees, contractors, or advisors who have a legitimate need to know and are bound by confidentiality obligations.
- c. Duration of Obligation:
  - i. The confidentiality obligations under this Agreement shall survive for a period of two (2) years following termination of the Agreement, unless otherwise specified in an applicable SOW.
- d. Personal Data Handling:
  - i. Consultant shall process any Personal Data in accordance with applicable data protection laws and Consultant's published Privacy Policy, available at [nevinconsultant.com/terms/privacy-policy/](https://nevinconsultant.com/terms/privacy-policy/).
  - ii. Client acknowledges and agrees to the terms of the Privacy Policy, which governs the collection, use, and retention of Personal Data exchanged during the engagement.
- e. Security Measures:
  - i. Consultant shall implement commercially reasonable technical and organizational measures to protect Personal Data and Confidential Information from unauthorized access, disclosure, or loss.
- f. Mutual Obligations:
  - i. Both Parties agree to maintain the confidentiality of all Confidential Information exchanged under this Agreement and to use such information solely for the purpose of fulfilling their obligations under this Agreement.





- ii. Neither Party shall disclose the other Party's Confidential Information to any third party without prior written consent, except as permitted under Section 7.b.
- g. Internal Access Controls:
  - i. Each Party shall restrict access to Confidential Information to its employees, contractors, or advisors who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those set forth herein.
- h. Remedies for Breach:
  - i. A breach of this mutual non-disclosure obligation may result in irreparable harm, and the non-breaching Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

## **8. Warranties & Disclaimers**

- a. Performance Standards:
  - i. Consultant warrants that it shall perform the Services in a professional and workmanlike manner, consistent with industry standards applicable to similar consulting engagements.
  - ii. Consultant further warrants that it has the legal right and authority to enter into this Agreement and perform the Services described herein.
- b. Compliance with Law:
  - i. Consultant shall comply with all applicable laws and regulations in the performance of Services under this Agreement.
  - ii. Consultant makes no warranty regarding compliance with laws or regulations specific to Client's industry unless expressly stated in the applicable Statement of Work ("SOW").
- c. Authority and Cooperation:
  - i. Client warrants that it has the authority to enter into this Agreement and shall provide timely access to personnel, systems, and information reasonably required for Consultant to perform the Services.
  - ii. Client is responsible for ensuring that any data or materials provided to Consultant do not infringe upon third-party rights or violate applicable laws.
- d. No Guarantee of Outcomes:
  - i. Consultant does not guarantee specific business outcomes, financial results, or performance improvements resulting from the Services.
  - ii. All recommendations, analyses, and deliverables are provided for informational and strategic purposes only.
- e. Third-Party Dependencies:
  - i. Consultant shall not be liable for delays, errors, or failures caused by third-party platforms, data sources, or service providers beyond its control.
  - ii. Consultant disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement, except as expressly stated in this Agreement.
- f. Scope Boundaries:
  - i. Consultant's Services are limited to the scope defined in the applicable





- Statement of Work (“SOW”) and do not include legal, financial, regulatory, or compliance advice unless expressly stated.
- ii. Consultant shall not be responsible for implementing or executing Client’s internal decisions, nor for managing third-party vendors, platforms, or systems unless specified in writing.
  - g. Reliance on Client Inputs:
    - i. Consultant’s performance and recommendations are dependent on the accuracy and completeness of information provided by Client.
    - ii. Consultant shall not be liable for delays, errors, or suboptimal outcomes resulting from incomplete, inaccurate, or withheld information.
  - h. Advisory Nature of Services:
    - i. All strategic, analytical, or advisory services are provided for informational purposes only and are not guaranteed to produce specific business results.
    - ii. Client retains sole responsibility for decisions made based on Consultant’s deliverables or recommendations.

## **9. Indemnification**

- a. Consultant’s Obligations:
  - i. Consultant shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to:
    - 1. Consultant’s gross negligence, willful misconduct, or material breach of this Agreement.
    - 2. Any infringement of third-party intellectual property rights resulting from Consultant’s deliverables, excluding Client-provided materials.
- b. Client’s Obligations:
  - i. Client shall indemnify, defend, and hold harmless Consultant and its officers, directors, employees, and agents from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to:
    - 1. Client’s use or misuse of the Services or Deliverables.
    - 2. Client’s breach of this Agreement or applicable law.
    - 3. Any content, data, or materials provided by Client that infringe third-party rights.
- c. Notice and Control:
  - i. The indemnified Party shall promptly notify the indemnifying Party of any claim subject to indemnification.
  - ii. The indemnifying Party shall have sole control over the defense and settlement of such claim, provided that the indemnified Party may participate in the defense at its own expense.
- d. Cooperation:
  - i. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of any claim, including providing access to relevant



documents and personnel.

e. General Limitation:

- i. Except as expressly provided in this Agreement, neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, revenue, data, or business opportunities, arising out of or related to this Agreement, even if advised of the possibility of such damages.

f. Cap on Liability:

- i. Total liability of either Party under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by Client to Consultant under the applicable Statement of Work during the twelve (12) months preceding the event giving rise to the claim.
- ii. This limitation shall not apply to:
  1. Claims arising from gross negligence or willful misconduct.
  2. Breaches of confidentiality obligations under Section 7.
  3. Indemnification obligations under Section 9.

## **10. Limitation of Liability**

a. Indirect and Consequential Losses:

- i. Except as expressly provided in this Agreement, neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, data, business opportunities, or anticipated savings, arising out of or related to this Agreement or any Statement of Work, even if advised of the possibility of such damages.

b. Maximum Recoverable Amount:

- i. The total cumulative liability of either Party under this Agreement, whether in contract, tort, negligence, or otherwise, shall not exceed the total fees paid by Client to Consultant under the applicable Statement of Work during the twelve (12) months preceding the event giving rise to the claim.

c. Exceptions to Cap:

- i. The limitation in Section 10.b.i shall not apply to:
  1. Claims arising from gross negligence or willful misconduct.
  2. Breaches of confidentiality obligations under Section 7.
  3. Indemnification obligations under Section 9.
  4. Infringement of intellectual property rights.

## **11. Governing Law & Dispute Resolution**

a. Jurisdiction:

- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law principles.

b. Informal Resolution:

- i. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties shall first attempt to resolve the matter



informally through good-faith negotiations.

- c. Binding Arbitration:
  - i. If the dispute cannot be resolved informally within thirty (30) days, it shall be submitted to binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules.
  - ii. The arbitration shall be conducted in Reno, Nevada, by a single arbitrator mutually agreed upon by the Parties.
  - iii. The arbitrator’s decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.
  - iv. Each Party shall bear its own costs and expenses of arbitration, except as otherwise awarded by the arbitrator.
- d. Injunctive Relief Exception:
  - i. Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in a court of competent jurisdiction to prevent unauthorized use or disclosure of Confidential Information or Intellectual Property.
- e. Individual Claims Only:
  - i. The Parties agree that any dispute resolution proceedings shall be conducted only on an individual basis and not as a class, consolidated, or representative action.
  - ii. Each Party waives any right to participate in or bring a class action or class arbitration against the other Party.
- f. Exclusive Venue:
  - i. Subject to the arbitration provisions above, any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Washoe County, Nevada.
  - ii. Each Party hereby irrevocably submits to the jurisdiction of such courts and waives any objection to venue or forum non conveniens.

## **12. Force Majeure**

- a. Covered Events:
  - i. Neither Party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control (“Force Majeure Events”), including but not limited to:
    - 1. Natural disasters (e.g., earthquakes, floods, wildfires).
    - 2. Acts of war, terrorism, or civil unrest.
    - 3. Government actions or regulatory changes.
    - 4. Labor strikes or industrial disputes.
    - 5. Widespread internet or utility outages.
    - 6. Epidemics, pandemics, or public health emergencies.
    - 7. Cyberattacks or security breaches affecting infrastructure.
- b. Notice and Mitigation:
  - i. The affected Party shall promptly notify the other Party in writing of the Force Majeure Event and its expected duration.
  - ii. Both Parties shall use commercially reasonable efforts to mitigate the



- impact of the event and resume performance as soon as practicable.
- c. Temporary Suspension:
    - i. Performance obligations may be suspended for the duration of the Force Majeure Event without penalty.
    - ii. Consultant shall maintain reasonable business continuity procedures designed to minimize disruption to Services in the event of unforeseen circumstances, including but not limited to natural disasters, system outages, or public emergencies.
    - iii. In the event that Consultant is unable to perform Services due to a disruption, Consultant shall notify Client as soon as reasonably possible and provide an estimated timeline for resumption.
    - iv. Consultant shall make commercially reasonable efforts to resume Services promptly and may propose revised timelines or deliverables as necessary.
  - d. Extended Disruption:
    - i. If a Force Majeure Event continues for more than thirty (30) consecutive days, either Party may terminate the affected SOW or this Agreement upon written notice, without liability for damages resulting from such termination.
    - ii. Client agrees to cooperate with Consultant in implementing any temporary adjustments or contingency plans necessary to maintain continuity of Services.
    - iii. If applicable, Client may designate alternative points of contact or provide access to backup systems or data to facilitate continued engagement.
    - iv. Consultant does not guarantee uninterrupted or error-free service delivery and shall not be liable for delays or failures caused by events beyond its reasonable control, as further defined in Section 12 (Force Majeure).

### 13. Notices

- a. Method of Delivery:
  - i. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (“Notices”) shall be in writing and delivered by:
    - 1. Personal delivery.
    - 2. Certified or registered mail (return receipt requested).
    - 3. Nationally recognized overnight courier.
    - 4. Email (with confirmation of receipt).
- b. Consultant Contact Information:
  - i. Notices to Consultant shall be sent to:  
*Nevin Consultant Group*  
732 South 6th Street, STE 4893  
Las Vegas, Nevada 89101  
Email: [contact@nevinconsultant.com](mailto:contact@nevinconsultant.com)
- c. Notices to Client shall be sent to the address and email specified in the applicable Statement of Work (“SOW”).
- d. Effective Receipt:
  - i. Notices shall be deemed received:



1. On the date of delivery if personally delivered.
2. Three (3) business days after mailing if sent by certified mail.
3. One (1) business day after dispatch if sent by overnight courier.
4. Upon confirmation of receipt if sent by email.

#### **14. Entire Agreement & Amendments**

- a. Entire Agreement:
  - i. This Agreement, including all referenced exhibits, attachments, and Statements of Work, constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter herein.
- b. Amendments:
  - i. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties. Any such amendment shall expressly reference this Agreement.
- c. Survival of Terms:
  - i. The Parties agree that the provisions of this Agreement that by their nature should survive termination or expiration, including but not limited to confidentiality, intellectual property rights, limitation of liability, dispute resolution, and indemnification, shall remain in effect.
  - ii. In the event of a merger, acquisition, or sale of either Party's business or assets, this Agreement shall survive and remain binding upon the successor entity, unless otherwise agreed in writing by both Parties.

#### **15. Electronic Signatures**

- a. Acceptance of Digital Format:
  - i. The Parties agree that this Agreement, including any Statements of Work, amendments, or related documents, may be executed electronically and that such electronic signatures shall be deemed valid and enforceable to the same extent as original handwritten signatures.
- b. Delivery Methods:
  - i. Execution may occur via email, secure e-signature platforms, or other mutually agreed digital methods.
  - ii. A scanned or electronically signed copy of this Agreement shall have the same legal effect as a physically signed original.

**Please note:** All required signatures are available on the following page. The following space is intentionally left blank for your convenience.



## 16. Signatures

- a. Authorized Representatives:
  - i. Each Party represents and warrants that the individual signing below is duly authorized to execute this Agreement on behalf of their respective organization.
- b. Execution and Delivery:
  - i. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
  - ii. Delivery of an executed counterpart by electronic means, including PDF or secure e-signature platforms, shall be effective as delivery of a manually executed counterpart.
  - iii. This Agreement shall become effective as of the date of the last signature below. By signing, both parties acknowledge and accept the terms outlined herein.
- c. **IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

- i. **Nevin Consultant Group**

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- ii. **[Client Company Name]**

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_