

Please review our Client Terms of Service

CLIENT TERMS OF SERVICE

(effective as of January 1, 2021 | last updated January 26, 2021)

PLEASE READ THESE CLIENT TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR PROFESSIONAL RELATIONSHIP WITH BAKEWELL PUBLIC RELATIONS, LLC d/b/a PR4NONPROFITS, (“CONSULTANT”).

Any reference herein to “this Agreement” or “the Agreement” refers collectively to this Agreement as well as the Engagement Agreement entered into by and between Client and Consultant. All of the below terms and conditions are expressly incorporated into and made part of the Agreement.

Subject to the conditions set forth herein, Consultant may, in its sole discretion, amend this Agreement at any time by posting a revised version on the website, www.bakewellpr.com. Any revisions to the Terms of Service will take effect on the noted effective date (each, as applicable, the “Effective Date”). Consultant will make a reasonable effort to notify Client or User of updates made to the Terms of Service. Clients and Users agree to be bound by the most up-to-date version of the Agreement, whether they received an updated copy or not.

YOU UNDERSTAND THAT BY RECEIVING SERVICES FROM CONSULTANT YOU AGREE TO BE BOUND BY THE CLIENT TERMS OF SERVICE. IF YOU DO NOT ACCEPT THE CLIENT TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCEPT SERVICES FROM CONSULTANT.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE CLIENT TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE CLIENT TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

1. Conditions. Consultant has no obligation to provide services until Client returns an executed copy of the Engagement Agreement, provided separately from these Client Terms of Service, and, if applicable, until Consultant receives confirmation of any required payment or other terms deemed necessary to finalize the Engagement Agreement. Where payment is outstanding on any portion of work, at any time during the engagement, Consultant may elect to stop working on Client’s matter until such time that payment is made in full.

2. Acceptance of the Terms and Conditions.

2.1. Please read the Terms carefully before entering into an Agreement with Consultant. By entering into an Agreement with Consultant, you accept and agree to be bound and abide by these Terms and the terms in the Agreement, incorporated herein by reference, along with any relevant and applicable executed addenda. If you do not want to agree to these Terms or the terms in the Agreement, you must not enter into an Agreement with Consultant.

3. Scope of Services.

3.1. Consultant offers general public relations services including but not limited to strategic communications, marketing, guided media relations and content creation. Consultant further offers various specific client focused services, which may include, but are not limited to:

5. **Scope of Service Limited.** The scope Service included in the engagement is *limited* to the work described in the Engagement Agreement. In exchange for compensation to be detailed more fully herein, Client will receive access to Consultant's time, advice, and consultation regarding the limited matter(s) identified in the Engagement Agreement. Ultimately, the question of whether a matter or issue falls within the scope of Services will be handled with common sense, mutual agreement, mutual respect, and fairness. Consultant, however, retains the final right to determine what services are to be included and what services are to be excluded from the engagement.
6. **Duration.** The Engagement Agreement details the duration of the Engagement and its effective date. The term of the Agreement shall begin on the Effective Date as described in the Agreement ("Term"). Should the Engagement Agreement fail to include detail regarding the duration of the Engagement, the Engagement will remain effective for 12 months, with time tolling from the execution date, unless the Agreement is terminated by either party or the Agreement runs its course, or all deliverables are performed and finalized by Consultant sooner. Any extension of the Term will be subject to mutual written agreement between the Parties.
7. **Compensation, Fees, and Expenses.**
- 7.1. As full compensation for all Services rendered and obligations assumed by the Consultant, Client shall pay the compensation specified in the Engagement Agreement ("Consulting Fee").
- 7.2. Consultant shall provide, and Client shall pay, one-time or scheduled invoices in the manner further detailed in the Agreement.
- 7.3. Client shall pay to Consultant all Consulting Fees due within fifteen (15) days of the receipt of the monthly invoice. Agreements that include a fixed retainer, whether monthly or other increment of time, will be invoiced in advance of each succeeding period. Failure of Client to pay the Consulting Fees within thirty (30) days after the receipt of the applicable invoice shall be deemed a material breach of these Terms and the Agreement, justifying a suspension of the performance of the Services provided by Consultant, and will be sufficient cause for the immediate termination of the Agreement by Consultant. Any such suspension will in no way relieve Client from payment of the Consulting Fees.
- 7.4. The Parties may change, edit or otherwise alter the Consulting Fee or payment process provided such changes are manifested in writing and signed by both Parties.
- 7.5. In the event Client fails or is unable to satisfy their obligations under this Section, the Consultant has the right, without prejudice to any other rights or remedies it may have under these Terms and the Agreement, to suspend or terminate its performance of the Services until such time as the Client is able to demonstrate to Consultant's reasonable satisfaction that it can meet its obligations under these Terms.
- 7.6. In addition to the Consulting Fee, and other than for incidental expenses, Client agrees to reimburse Consultant for costs and expenses ("Expenses") incurred in the performance of Services, as more specifically described in the Agreement. Such out-of-pocket Expenses will be billed without markup to Client. Expenses shall be included in Consultant's regular invoices to Client and will be identified as a separate category from Consulting Fees. Payment for Expenses will be due on the due date of the invoice along with payment for Consulting Fees.
- 7.7. Any disputes arising from Consultant's invoice, Consulting Fees or Expenses shall be set forth in writing and delivered to Consultant within one (1) days of receipt of the invoice. Failure to notify Consultant pursuant to this provision shall be deemed an acceptance of the invoice and waiver of any ability to dispute the amount billed.

8. Form and method of payment. Client agrees to remit payment via PayPal electronic invoicing, ACH or check or via an arrangement mutually agreed upon by Client and Consultant.

8.1. Chargebacks prohibited. Client waives any right it may have to request a chargeback through Client's credit card company, bank or any authorized representative for Services or any other amount paid to Consultant under this Agreement. Client will be responsible for and will indemnify Consultant with respect to any and all chargebacks initiated by Client, or Client's partners, affiliates, representatives, or associated individuals (which includes, but is not limited to the individual owners of an associated entity that hired Consultant) in relation to this Agreement, the Engagement Agreement, or Consultant's provision of Services to Client. If Consultant is harmed by Client's chargeback, including, but not limited to Consultant suffering any financial loss (including the clawback of funds), Consultant expending time to respond or otherwise object to Client's chargeback, or if Client advances a fraudulent chargeback against Consultant, Client agrees to pay Consultant the higher amount of either (i) 3 times the amount of Client's unauthorized chargeback or (ii) a \$30,000.01 penalty. In addition to the agreed penalty for Client's initiation of a chargeback against Consultant, Client will also be responsible for any of Consultant's lost time spent fighting the chargeback at Consultant's hourly rate of \$500.00 an hour.

8.2. Client responsible for credit card merchant fees. We strive to make payment as easy on our clients as possible. Payment via PayPal or direct credit card are options for all Clients, as long as payments are timely received. Consultant will, however, pass on a 3% convenience fee to the Client to cover merchant and processing fees charged to the Consultant for these forms of payment.

9. Work Product Ownership.

9.1. Client shall own all worldwide right, title, and interest in and to all written, graphic, coded, audio, and visual materials and other completed work product that is delivered to and used by the Client under these Terms and the Agreement, including all Intellectual Property Rights (as defined below) therein, together with all of the goodwill associated therewith (collectively, the "Work Product"). Work Product shall include all completed and used public relations materials, copy, press releases, blogs, storyboards, concepts, ideas, trademarks, trade names, domain names, logos, slogans, taglines, inventions, discoveries, domain names, website design, style, content, structure and look and feel, internet portals, videos, research, studies, reports, presentations and proposals, artwork, videos, music, lyrics, photographs, graphic materials, audiovisual works, and telephone numbers for use by Client. "Intellectual Property Rights" shall mean all copyrights, trademarks, service marks, trade dress, trade names, trade secrets, patents, mask works, and other intellectual and industrial property rights. Consultant assigns to Client all right, title, and interest in and to the worldwide copyrights only in such completed Work Product intended to be integrated and used by Client. Any Work Product that is not used by Client will be excluded from this assignment.

9.2. Notwithstanding anything herein to the contrary, Client's assignment of Work Product shall be subject to all materials owned by Consultant prior to, or independent from, the performance of Services under these Terms and the Agreement, and all methodologies, software, applications, processes or procedures used, created or developed by Consultant in the general conduct of its business, excluding those developed specifically for Client or at Client's request or funded by Client (collectively, "Consultant Materials"). Consultant hereby grants Client a royalty-free, perpetual, worldwide license to any Consultant Materials to the extent incorporated in, combined with, or otherwise necessary for the use of the Work Product for all purposes.

10. Consultant's Proprietary Information and Confidentiality.

- 10.1.** All non-public, confidential, or proprietary information of Consultant ("Confidential Information"), including but not limited to, business plans, operations, strategies, and information on services, sales, pricing, advertising, marketing, consumers and customers, disclosed by Consultant to Client, whether disclosed orally or disclosed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for Client's use per the Terms herein, and may not be disclosed or copied unless authorized by the Consultant in writing. Client must maintain the Confidential Information with the same degree of care Client uses to maintain its own Confidential Information, and, in all events, Client must maintain the Confidential Information with no less than commercially reasonable care. Upon Consultant's request, Client must promptly return all documents and other materials received from Consultant. Consultant will be entitled to injunctive relief for any violations of this Section.
- 10.2.** Consultant considers all the information pertaining to the Services to be confidential and proprietary unless otherwise stated in writing. Client shall refrain from disseminating or sharing any of the information or documents prepared, generated, or otherwise produced by the Consultant, or at the Consultant's direction, without prior written consent.
- 10.3.** Because the damages the Consultant would sustain on a breach by Client of the confidentiality provisions contained in this Section are not readily ascertainable, for each unauthorized use or disclosure of the Consultant's Confidential Information, Client shall be liable to, and must pay the Consultant the sum of ten thousand U.S. dollars (\$10,000.00) as liquidated damages ("Liquidated Damages"). The Parties intend that the Liquidated Damages constitute compensation and not a penalty. The Parties acknowledge that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from Client's breach of this Section.

11. Client's Proprietary Information and Confidentiality.

- 11.1.** Consultant acknowledges that it may have access to information that is treated by Client as confidential and proprietary, including, without limitation, the existence and terms of the Agreement, these Terms, trade secrets, technology, and information pertaining to business operations and strategies, customer lists, pricing, marketing, finances, sourcing, personnel, usernames, passwords, or other confidential information, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively "Client Confidential Information"). Consultant agrees to treat all Client Confidential Information as strictly confidential, to take extreme care and caution with respect to protecting such information, both digitally and as hard copy files, not to disclose Client Confidential Information or permit it to be disclosed, in whole or part, to any third party without Client's prior consent, and not to destroy or otherwise inhibit Client's ability to access, restore, or otherwise use its Client Confidential Information.

Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Consultant's breach of the Agreement; (b) is obtained by Consultant on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Consultant establishes by documentary evidence, was in Consultant's possession prior to Client's disclosure hereunder; or (d) was or is independently developed by Consultant without using any Confidential Information. Upon Client's request, Consultant shall promptly return all documents and other materials received from Client.

12. Termination.

- 12.1.** The Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice, including an explanation for the termination, to the other party.
- 12.2.** Termination of the Agreement will not affect those liabilities or obligations of the Parties initiated before termination of the Agreement, including but not limited to, Client's obligation to pay Consultant for Consulting Fees, Expenses, fees for delinquent payment or any other costs that have already been earned or incurred hereunder. Upon termination of the Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, accrued under the terms of the Agreement, but unpaid as of the date Consultant ceases to provide Services pursuant to the Agreement.
- 12.3.** Either Party may terminate the Agreement, effective immediately upon written notice to the other party to the Agreement, if the other party breaches the Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within ten (10) days after receipt of written notice of such breach.
- 12.4.** Upon expiration or termination of the Agreement for any reason, or at any other time upon Consultant's written request, Client must within five (5) days after such expiration or termination: (a) deliver to Consultant any hardware, software, tools, equipment, or other materials provided for Client's limited use during the provision of Services; (b) deliver to Consultant all tangible documents and materials (including any copies) containing, reflecting, incorporating, or based on Confidential Information; (c) permanently erase all Consultant Confidential Information or other Consultant proprietary information that is not assigned to Client as Work Product as provided by these Terms from their computer systems and internal hardcopy files; and (d) certify in writing to Consultant that Client and Client's Representatives, if any, have complied with the requirements of this clause.
- 12.5.** In the event either party is unable to perform its obligations under these Terms and the Agreement because of acts of God, or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
- 12.6.** The terms and conditions of this clause and other applicable Sections of these Terms will survive the expiration or termination of the Agreement.

13. Independent Contractor.

- 13.1.** It is understood and acknowledged that the Services which Consultant will provide to Client hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Client. Consultant shall control the conditions, time, details, and means by which Consultant performs the Services. The Client shall have the right to inspect the work of Consultant as it progresses solely for the purpose of determining whether the work is completed according to these Terms and the Agreement. Consultant has no authority to commit, act for or on behalf of Client, or to bind Client to any obligation or liability.
- 13.2.** Consultant shall not be eligible for and shall not receive any employee benefits from Client and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Consultant hereunder.

14. Non-Exclusivity.

- 14.1.** Client acknowledges and understands that Consultant shall be free to render their professional services to others and their services are not available exclusively to Client. As such, the Parties agree that nothing in these Terms shall prohibit Consultant from continuing to provide services, similar to the Services provided herein, to other companies, regardless of industry or business activities.
- 14.2.** Notwithstanding the foregoing, Consultant shall keep confidential all information it receives from the Client that is of a confidential or proprietary nature, without disclosure to, or for the benefit of, any third parties, as provided in these Terms.

15. Notices.

- 15.1.** Any notice to Consultant required or permitted by these Terms will be in writing and will be delivered by e-mail to kevin@bakewellpr.com. Unless otherwise agreed, all Notices must also be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this section.
- 15.2.** Notice to Consultant will be sent to the addresses set forth below in Section 26 or such other address as Consultant may specify in writing.

16. Consultant's team and personnel. Client is engaging Bakewell Public Relations, LLC as a whole and not Mr. Kevin Bakewell individually. As and when necessary, Consultant may draw upon the talent and knowledge of partners, associates, paralegals, contractors, consultants, or other parties (which may include lawyers outside of Consultant, freelancers, or independent contractors, etc.) to be selected at Consultant's sole discretion and without approval or notice to Client to assist in completing Services or other projects relating to the provision of public relations services to Client.

17. Consultant availability. Client is hereby placed on notice that Bakewell Public Relations, LLC may not operate from a traditional brick and mortar location or storefront, and may, for instance, be operated from a shared co-working space, home office or remote location. The Consultant's office is closed on all National holidays. Consultant is generally available from 7:00 am to 7:00 pm Eastern Time, Monday through Friday, but given the nature of Consultant's services will receive calls outside of those hours. Client agrees not to contact Consultant between 7:00 pm and 7:00 am unless Client is experiencing an emergency. Consultant will provide instructions detailing what type of situations constitute an emergency. As a general rule, Client must schedule meetings in advance. Client must provide Consultant sufficient and reasonable notice to schedule in-person meetings or conference calls. Client should never stop-by unexpectedly for in-person meetings. In-person meetings with Consultant are by appointment only, but in-person availability is not guaranteed.

18. Client responsibilities, representations, and warranties. Complete and truthful disclosure. Client agrees to be truthful with Consultant, to cooperate, to keep Consultant informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Consultant's fees on time and to keep Consultant advised of Client's updated contact information (e.g., the email addresses of Client and Client's representatives, Client's physical address, Client's telephone number, etc.). Client agrees to assist Consultant in providing information and documents necessary for Consultant to best perform on Client's behalf. Client understands that for Consultant to perform work and analysis thoroughly, Client must make an honest attempt to provide all information necessary for Consultant to perform agreed-upon services, whether or not that information is specifically requested.

18.1. Client makes the following representation, warranties, acknowledgements, and consents to Consultant:

- 18.1.1.** Client is of sound mind, has the capacity and authority to enter into this Agreement, and has authority to bind the entity listed on page one of the Agreement.
- 18.1.2.** Client, its representatives, and affiliated individuals or entities are engaged in lawful business pursuits.
- 18.1.3.** Client, its owner(s), representatives, and affiliates are not now, nor will they be during the pendency of this engagement, intentionally engaged in any fraudulent activity, including, but not limited to, money laundering, unfair trade practices, Ponzi schemes, financial crimes, or any other dishonest or deceptive activities or schemes.
- 18.1.4.** Client, its owner(s), representatives, and affiliates are pursuing business interests and partnerships ethically and morally, such that Consultant will bear no responsibility for any issues whatsoever arising out of Client's omissions or misdealing with Client's business relationships (e.g., investors, business partners, etc.).
- 18.1.5.** Client warrants that payments made to Consultant for Services are made with a currency that rightfully belongs to Client, has not been illicitly gained, or is not otherwise encumbered.
- 18.1.6.** Should Client's deceit, failure to fully disclose pertinent information to Consultant, or other willfully negligent or deceptive activities cause Consultant to be harmed in any way, Client—through its business or other applicable insurance coverage, company assets, or in Client's individual capacity—will indemnify and hold Consultant harmless for any harm or exposure whatsoever Consultant may endure. Should Consultant learn of any deceptive behavior by Client, failure to disclose pertinent information, or other unethical or unlawful behavior, Consultant will immediately cease representation of Client and may, if permitted or required by law, notify appropriate authorities of Client's behavior.
- 18.1.7.** Client consents to Consultant's capture of photos, images, videos of Client or its representatives at events, business-related events, or in any other professional context. Client understands that Consultant may use all images, photos, videos, quotations, captions, reviews, or the like ("Materials") without any additional consent or compensation to Client. Client will not receive monetary compensation for Materials captured by Consultant. Client authorizes Consultant to distribute and reproduce Materials, which may include Client, Client's representatives, or Owners' image or likeness. Client agrees that Consultant may use Materials for commercial or non-commercial purposes. Client grants Consultant permission to upload Materials on social media or the internet, which includes but is not limited to Facebook, Twitter, Instagram, LinkedIn, and Consultant's websites (including www.bakewellpr.com, www.pr4nonprofits.com, and www.pr4np.com). Should Client provide Consultant a review, Client authorizes Consultant to copy, transfer, and distribute Client's review in other media and publications.

19. Assignment of Agreement.

- 19.1.** The services to be provided by Consultant hereunder are unique and personal in nature and accordingly, neither Party may assign the Agreement or any rights or obligation hereunder without the express written consent of the other party. The Parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered an assignment.

20. Successors and Assigns.

20.1. This Agreement is binding upon, and inures to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the Parties.

21. Non-solicitation.

21.1. Client agrees that during the Term of the Agreement and for a period of two (1) year following the termination or expiration of the Agreement, Client must not make any solicitation (i) to employ Consultant's personnel, including Consultant's employees and other independent contractors, without written consent of Consultant to be given or withheld in Consultant's sole discretion, (ii) to work independently with Consultant's employees or other independent contractors, which includes, but is not limited to, an attempt by Client to remove Consultant from a relationship that was brokered by Consultant, and (iii) to Consultant's third-party vendors that in any way negatively affects Consultant's business relationship with such vendors.

22. Waiver.

22.1. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any Term or obligation of the Agreement, or the waiver by any party of any breach of these Terms or the Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

23. Indemnification.

23.1. To the fullest extent permitted by law, the Client shall indemnify and hold harmless the Consultant, its affiliates and their officers, directors, employees, agents, successors, and assigns from and against claims, damages, losses, actions, judgments, interest, awards, penalties, fines, costs and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Services due to the Client's or Client's Representatives negligence, omission or breach of any representation, warranty, or obligation under these Terms and the Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

23.2. In claims against any person or entity identified under this Section by an employee of the Client, anyone directly or indirectly employed by them, or anyone whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Client under workers' compensation acts, disability benefits acts, or other employee benefit acts.

24. Dispute Resolution.

24.1. Any dispute, controversy, or claim arising out of or relating to these Terms, including the Agreement, or the breach, termination, or invalidity hereof will be resolved under the provisions of this Section. The procedures set forth in this Section will be the exclusive mechanism for resolving any dispute that may arise from time to time, and this Section is an express condition precedent to litigation of the Dispute.

24.2. A party advancing a dispute will send written notice of any dispute to the other party. The Parties will first attempt in good faith to resolve any dispute set forth by negotiation and consultation between

themselves, including no fewer than two (2) in-person negotiation sessions attended by the authorized representatives of each party. If said dispute is not resolved within fourteen (14) days after one party has delivered written notice to the other, either party may, by written notice to the other party, initiate mediation proceedings as detailed below.

- 24.3.** Following a good faith attempt to negotiate the dispute as outlined in Section 19.2, the Parties may submit the dispute for mediation to be administered by the American Arbitration Association. The Parties will cooperate with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties agree that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally by the Parties.
- 24.4.** If the Parties cannot resolve the dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, any dispute surviving after the Parties have made good faith efforts to resolve the dispute, may be filed in a court of competent jurisdiction in accordance with the provisions of governing law set out in these Terms.
- 24.5.** Client and Client's Representatives agree to waiving their right to trial by jury upon entering into the Agreement, subject to these Terms. The Parties also agree to the waiver of the right to participate in a class action, as a plaintiff or class member in any purported class or representative proceeding, and further agree to bring claims arising from or related to these Terms or the Agreement in an individual capacity.
- 24.6.** All offers, promises, conduct and statements, whether oral or written, made in the course of the dispute resolution process set out in this Section by any of the Parties, their agents, employees, experts and attorneys, and by the negotiator, mediator and any employees of the negotiation and mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the Company, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the dispute resolution set out in this Section.

25. Governing Law and Venue.

- 25.1.** Florida law governs these Terms and the Agreement, as well as any claim, cause of action, or dispute that might arise between the Parties without regard to conflict of law provisions. Any and all disputes arising out of these Terms and the Agreement will be addressed exclusively through the courts in Pinellas County, Florida. **FOR ANY CLAIM BROUGHT BY OR AGAINST YOU, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN - PINELLAS COUNTY, FLORIDA.**

26. Limit on Liability.

- 26.1.** To the maximum extent permitted by law, under no circumstance will the Consultant be liable for any indirect, incidental, consequential, punitive or special damages of any form whether arising under contract, law or tort (including negligence or strict liability) or any other theory liability.
- 26.2.** Furthermore, any damages or claim arising from, or related to, these Terms, the Agreement, and the Services provided for herein, shall be limited to and in no case shall exceed the amount of fees paid by Client in the twelve months immediately preceding the event giving rise to the claim, regardless of the

form of the action. Consultant shall not be liable for any third-party claims related to the provision of Services under these Terms or the Agreement.

27. Entire Agreement.

27.1. These Terms along with the Agreement set forth the entire understanding of the Parties with respect to the subject matter hereof, supersedes all existing agreements or understandings between them concerning such subject matter, and may be modified or amended only by a written instrument duly executed by each party.

28. Severability.

28.1. The invalidity or unenforceability of any one of the terms, conditions, or provisions contained herein, in the Agreement, or any portion thereof, shall not affect the remaining portions thereof, and these Terms and the Agreement shall be construed and enforced as if such invalid term, condition or provision had not been included herein. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to the court may modify these Terms or the Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

29. Counterparts.

29.1. These Terms may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

30. Headings.

30.1. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part, any of the terms or provisions of these Terms.

31. Contact Information.

Kevin Bakewell | Principal
Bakewell Public Relations LLC
2889 Chancery Lane
Clearwater, FL 33759
Email: kevin@bakewellpr.com