



Standard Terms and Conditions for Entourage Consulting Services

By engaging Entourage Partners' services, the Client acknowledges and agrees to these Terms and Conditions.

1. **Scope of Services:** Entourage Partners, LLC ("Consultant") shall provide consulting services to the client ("Client") as outlined in the signed proposal or Statement of Work (SOW). The Consultant shall perform the services with professional diligence and skill, in accordance with generally accepted industry standards.
2. **Fees and Payment Terms:** The Client shall pay the Consultant the fees agreed upon in the signed proposal or SOW. Payment terms shall be net 30 days from the date of the invoice, unless otherwise agreed upon in writing. In the event of late payment, the Consultant reserves the right to charge interest at a rate of 1.5% per month on the outstanding balance.
3. **Confidentiality:** The Consultant shall maintain the confidentiality of any proprietary or confidential information received from the Client during the course of providing services. The Consultant shall not disclose such information to any third party without the Client's prior written consent.
4. **Intellectual Property:** All intellectual property rights in any work created by the Consultant during the provision of services shall belong to the Consultant. The Client shall have a non-exclusive, royalty-free license to use such work product for its internal purposes, subject to any restrictions agreed upon in writing.
5. **Independent Contractor:** The Consultant shall perform its services as an independent contractor and not as an employee, agent, or partner of the Client. The Consultant shall have no authority to bind the Client in any manner or to incur any obligation on behalf of the Client.
6. **Limitation of Liability:** The Consultant's liability for any claim arising out of the provision of services under this agreement shall be limited to the amount of fees paid by the Client to the Consultant for the specific services giving rise to the claim. In no event shall the Consultant be liable for any indirect, consequential, or special damages, including but not limited to lost profits or revenue, even if the Consultant has been advised of the possibility of such damages.
7. **Indemnification:** The Client shall indemnify and hold harmless the Consultant from any claims, damages, or liabilities arising out of the Client's use of the Consultant's work product or services, except to the extent caused by the Consultant's negligence or willful misconduct.
8. **Termination:** Either party may terminate this agreement upon 30 days' written notice to the other party. Upon termination, the Client shall pay the Consultant for all services rendered up to the date of termination.
9. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of laws or provisions.
10. **Entire Agreement:** This agreement, together with any signed proposal or SOW, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof. This agreement may not be modified or amended except in writing and signed by both parties.