

PKK TERMS AND CONDITIONS DISCLOSURE (ENTITY)

1. COMMENCEMENT DATE

Commencement date shall be defined as the date of the proposal, engagement or other signed document when it is received by PKK office for recording. At PKK's discretion work may begin prior to the receipt of a signed contract. The Client would be bound by PKK Terms and Conditions if the Client's actions or verbal agreement requested work to be performed.

2. BILLINGS

If the basis for fee determination is "Time & Materials", billings will be based on PKK's standard charges for actual time expended. All materials, travel, and other out-of-pocket expenses will be billed at cost. Mileage and computer costs will be billed at PKK's standard rates, with travel time being charged portal to portal. Some projects may be billed at a standard or fixed rate. Please review your company's proposal, engagement or service letter to see if these types of charges apply.

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| Partner: \$ 185 - \$ 225/hr | Staff: \$ 60 - \$ 85/hr |
| Manager: \$ 130 - \$ 195/hr | Admin: \$ 40 - \$ 55/hr |
| Senior: \$ 90 - \$ 110/hr | |

3. PAYMENT

- a) Payment in full for work performed is expected when invoice is presented.
- b) Subsequent payment, if any, is due upon receipt of invoice. All amounts unpaid after thirty (30) days from the invoice date will be charged a late fee of one percent (1%) per month, or twelve percent (12%) annually. A Stop Work Order will be issued on all projects with a past due balance in excess of sixty (60) days. However, PKK may exercise broad discretion for any past due balances and take appropriate action.
- c) The Client shall provide PKK with a clear, written statement, within twenty-five (25) days from the invoice date, of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement within the twenty-five (25) day period shall constitute acceptance of the invoice as submitted and payment in full will be expected within the required time frame.
- d) Each Non Sufficient Funds (NSF) check will be charged an additional \$25 fee.
- e) PKK will not release any information legally belonging to PKK, which PKK is otherwise legally entitled to retain, until all invoice balances have been satisfied. Balances can include amounts billed on work performed or work in progress but not yet billed.
- f) The Client has the obligation to pay for all services performed under this Agreement. No deduction shall be made from any invoice based on claims the Client may assert against PKK nor shall any other sums be withheld from payments to PKK for any other cause or contingency. Client further agrees to pay PKK any and all expenses incurred in recovering any delinquent amounts due, recovering possession of PKK's reports and any other work product furnished to the Client, or enforcing any other rights PKK has under this Agreement. If for any reason the account is turned over to an attorney for collection or other collection methods are required, reasonable attorney, court costs and/or collection agency fees will be assessed. Additional charges assessed will be determined based on PKK out-of-pocket expenses and shall not be considered punitive.

3. PAYMENT (continued)

- g) Client agrees to pay all Governmental Registration, Recording and Permit fees.
- h) The authorized person signing this Agreement hereby acknowledges and accepts personal liability for all entity indebtedness. PKK may rely on agents to enter into agreements for services and the same personal liability shall apply if PKK had reason to believe that such agent had authority to act. Personal liability will apply at such time that the entity is unable to pay its debts to PKK within sixty (60) days of an invoice date.
- i) We reserve the right to require additional retainers at our discretion. New Clients will be requested to remit a retainer. New Client status will remain in effect for the first twenty-four (24) months of service. The amount of the retainer will be based on set PKK guidelines. The retainer will apply to amounts billed, until exhausted. The retainer is not a cost estimate of work to be performed; and additional amounts may be due. If, upon completion of the services, a retainer balance still remains, the Client will have the option of receiving the excess amount or carrying a credit balance with PKK to be applied to future invoices.
- j) All new non-individual Clients will be required to sign a financial personal guarantee to pay for entity indebtedness. Such guarantee would become enforceable if the entity is unable to pay its debts to PKK within sixty (60) days of an invoice date.

4. NOTICE OF LIEN

PKK hereby notifies Client that it intends to utilize all available lien rights it may have in connection with its provision of services under this Agreement.

5. LIMITATION OF LIABILITY

IT IS EXPRESSLY AGREED THAT THE CLIENT'S MAXIMUM RECOVERY AGAINST PKK RELATING TO THE PROFESSIONAL SERVICES PERFORMED HEREUNDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS THE AMOUNT OF PKK'S FEE AND THAT AN AWARD OF DAMAGES NOT TO EXCEED SUCH FEE IS CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST PKK. ANY RECOVERY EFFORT MUST RELATE TO AN UNDISPUTABLE ERROR MADE BY PKK AND PKK MUST HAVE BEEN PROVIDED THE OPPORTUNITY TO CORRECT SUCH ERROR, AS APPROPRIATE. UNDER NO CIRCUMSTANCE SHALL PKK BE LIABLE FOR CLIENT'S LOSS OF PROFITS, DELAY OF FILING, OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER.

6. ENFORCEABILITY OF PROVISIONS

In the event that any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

The Client and, if the Client is acting for a principal in ordering work from PKK, then also the said principal, agrees to indemnify and hold PKK, its officers, employees, and agents harmless from any and all claims, suits, costs and expenses, including attorneys' fees, which are attributable to the negligence of the Client, its successors, employees, agents or invitees or which are related to this Agreement, or the work to be performed by PKK for which PKK is not expressly responsible hereunder.

Accepted:

The undersigned acknowledges receipt and understanding of this Agreement in its entirety.

 Company Name

 Signature of Officer of the Company

 Date

 Print Name and Title