

## Master NDA + Consulting Agreement

This Master Agreement is entered into by and between Dorcas A. Laidler Crumbley, acting on behalf of The Dorcas Crumbley Group and its subsidiaries and affiliates (“Consultant”) Eastbridge Management, and the undersigned client (“Client”). This Agreement covers both non-disclosure obligations and consulting services, applying universally to all clients and all scopes of work.

### 1. Parties & Purpose

Consultant provides implementation consulting, fractional COO services, marketing, publicity, venue and event management, and related professional services. Client engages Consultant to deliver services as outlined in individual Proposals or Statements of Work (“SOWs”), which are incorporated into this Agreement by reference.

### 2. Mutual Non-Disclosure (NDA)

Both parties agree to maintain strict confidentiality regarding any proprietary or confidential information disclosed during the term of this Agreement. Confidential Information includes but is not limited to: business plans, financials, strategies, trade secrets, client/vendor data, and intellectual property. Confidentiality obligations survive two (2) years after termination of this Agreement.

### 3. Scope of Services

Consultant may provide one or more of the following: business consulting, systems development, SOP creation, operational oversight, fractional COO services, marketing and publicity strategy, event and venue planning, catering and vendor management, AI and digital workflow integration, and related services. Specific scope, deliverables, and timelines are defined in the Proposal or SOW for each client engagement.

### 4. Fees & Payment Terms

All fees are based on Consultant’s base retainer plus any add-on services (venue, event, marketing, PR, etc.). Payment schedules are outlined in each Proposal. Deposits and retainers are non-refundable. Late payments incur a 5% late fee after 10 days. Consultant may suspend services for non-payment.

### 5. Term & Termination

This Agreement begins on the date of execution and continues until terminated. Either party may terminate with 30 days’ written notice. Consultant may terminate immediately for breach or non-payment. Client is responsible for all fees accrued through the termination date.

### 6. Client Responsibilities

Client agrees to provide timely accurate information, and

approvals, access to systems, cooperation needed for Consultant



to perform services. Client acknowledges that successful outcomes require active participation.

### **7. Consultant Autonomy & Independent Contractor Status**

Consultant is engaged as an independent contractor, not an employee. Consultant retains full autonomy over methods, processes, subcontractors, and execution of services. Client may provide input and feedback but may not direct Consultant's internal operations.

### **8. Intellectual Property & Media Rights**

Consultant retains ownership of all proprietary methods, systems, and frameworks used in client work. Client retains ownership of their intellectual property (e.g., books, programs, materials). Consultant may use project outcomes, photos, or testimonials for portfolio and marketing purposes with client consent.

### **9. Confidentiality & Non-Disparagement**

In addition to the NDA obligations, both parties agree not to disclose confidential information or make any disparaging statements about the other during or after the term of this Agreement and up to five years after therefore.

### **10. Limitation of Liability**

Consultant's total liability under this Agreement is limited to the total amount of fees paid by Client. Consultant is not liable for any indirect, incidental, or consequential damages.

### **11. Governing Law & Disputes**

This Agreement is governed by the laws of the State of Florida and wherever services are rendered within in the United States and Common Law provinces. Disputes will first be submitted to mediation, and if unresolved, to binding arbitration in Polk County, Florida.

### **12. Entire Agreement & Amendments**

This Agreement, together with any attached Proposals or SOWs, represents the full understanding of the parties. No verbal or written promises outside this Agreement are binding unless made in a signed amendment.

## Acknowledgment & Signatures

CONSULTANT:

Dorcas A. Laidler Crumbley  
The Dorcas Crumbley Group & Affiliates

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

CLIENT:

Name/Organization: \_\_\_\_\_

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

