



Stage 5 Consulting Performance Guarantee

Terms & Conditions

1. Purpose of the Guarantee

Stage 5 Consulting's Performance Guarantee ensures clients receive measurable value aligned with predetermined success criteria. This guarantee applies only to engagements where outcomes, baselines, and mutual responsibilities are clearly defined.

2. Eligibility Requirements

The guarantee applies when:

- Scope of work is defined in writing.
- Success metrics and baselines are documented.
- Client provides accurate data and timely access to personnel.
- Client participates in executing approved recommendations.
- Stage 5 receives necessary access to systems, facilities, and information.

3. What the Guarantee Covers

If Stage 5 does not meet defined performance metrics, and the client has met all partnership requirements, Stage 5 may:

- Reduce or rebate a portion of professional fees.
- Defer fees until outcomes are achieved.
- Provide additional services at no cost.
- Agree to another mutually beneficial remedy.

4. Exclusions

The guarantee does not apply when:

- Client materially changes scope or withholds information.
- Delays, lack of access, or client-side decisions limit progress.
- External forces beyond either party's control materially alter outcomes.
- Client fails to implement agreed recommendations.
- Metrics are redefined without an approved change order.

5. Client Responsibilities

To ensure successful delivery, the client agrees to provide accurate data, timely access to personnel, participate in working sessions, and execute recommendations within reasonable timelines.

6. Measurement & Verification

Performance will be measured against baseline data, success metrics defined in the SOW, and progress reports delivered throughout the engagement. Results will be jointly reviewed before applying any remedy.

7. Limitation of Liability

Remedies under this guarantee are limited to the total amount of professional fees paid for the guaranteed portion of the engagement.

8. Modification or Suspension

Stage 5 may modify or suspend the guarantee if project scope, access, information, or client responsibilities materially change. All modifications must be documented.

9. Governing Terms

This guarantee is only effective when explicitly referenced in the executed Statement of Work or Engagement Letter. In any conflict, the SOW terms prevail.