



## ARCHITECT & CONSULTANT MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is between Pedro McCracken Design Group, Inc. (d/b/a PM Design) and ("Consultant"). PM Design and Consultant hereby agree as follows.

- 1. TERM / TERMINATION.** The term of this Agreement shall begin on \_\_\_\_\_ the "Commencement Date"). PM Design may terminate this Agreement, or any Services (defined in Section 2 below), for cause immediately upon written notice to Consultant. Additionally, either party may terminate this Agreement or any Services without cause upon two (2) weeks' prior written notice to the other.
- 2. SERVICES & RESPONSIBILITIES.** During the term of this Agreement, Consultant will provide to PM Design certain professional services on a project-by-project basis (each, a "Project") as more particularly described in one or more Purchase Orders "PO" (collectively, the "Services"). A separate PO will be executed for each new Project which will authorize the Consultant to perform the Services described therein, identify the parties' respective contacts for the Project and the Project Scope of Services, deliverables and fees.

If additional services are later required or identified as necessary to complete the Project, the Consultant shall first obtain PM Design approval before beginning any such additional services. Once any such additional services have been approved, an updated PO will be executed to reflect the additional services, fees and deliverables after which Consultant will be authorized to proceed.

Consultant shall be responsible for coordinating the performance of all of the Services required by the PO. For any Services which are beyond the resources and/or experience of Consultant's own employees, Consultant shall: (a) first obtain prior approval from PM Design of all sub-consultants to be utilized for the Project; (b) contract with all sub-consultants required to complete the Project; and (c) manage and coordinate the Services performed by all sub-consultants. Once sub-consultants have been identified and approved for a Project, Consultant will not re-assign any Services without PM Design prior written consent. Necessary equipment and supplies to perform the Services shall be provided by Consultant.

If PM Design consents to the use of one or more sub-consultants, Consultant shall require that all such sub-consultants used to provide Services under this Agreement have the qualifications and skill needed to perform the Services required; that such sub-consultants are properly licensed; and that such sub-consultants will provide their professional services in the same manner and to the same extent as Consultant is bound by this Agreement to provide the Services to PM Design. Consultant shall also require that such sub-consultants have agreed in writing to all of the same obligations as Consultant, including but not limited to insurance requirements. PM Design consent to the use of one or more sub-consultants by Consultant shall in no way relieve Consultant of any of its obligations under this Agreement.

If PM Design determines, in its sole discretion, that any employee or sub-consultant of Consultant is not competent to perform the Services, or is otherwise unsatisfactory to PM Design, PM Design may request Consultant to replace the individual with another employee or sub-consultant who is acceptable to PM Design.

Consultant shall respond to limited requests for information on a Project from architectural and/or engineering consultants. Consultant's schedule shall be equitably adjusted for delays beyond Consultant's reasonable control.

Consultant shall perform its Services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. To the extent consistent with the Standard of Care, Consultant shall be responsible for the completeness, timeliness and accuracy of all deliverables prepared by Consultant, its agents, employees, and their sub-consultants. Consultant shall perform a thorough quality control check of all such deliverables to meet industry project scope of work, project objectives, design standards, document coordination and code compliance. Consultant shall correct, at their own expense, all errors and omissions in the deliverables. Consultant shall reimburse PM Design for any additional costs incurred by PM Design which are necessitated by reason of any negligent error or omission of Consultant, its agents, employees or sub-consultants, including the cost of all re-work arising out of Consultant's breach of the Standard of Care. All Deliverables shall be drawn and/or provided in accordance with the project requirements and technical guidelines provided by PM Design utilizing current templates, drawings, details and specification standards (if) set forth in PM Design Drawing and Delivery standards. In addition, sample drawing sets may be provided as reference for certain Services. Site specific modifications made under the responsible charge of the Consultant of Record will be required prior to using the documents for bidding, permitting or construction.

Consultant shall participate as required in project meetings to review updates and information related to project design requirements. All Project Deliverables shall be provided electronically in the format(s) required by the Architect which



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may include but not limited to, PDF, CAD, and Revit.

**3. FEE / INVOICING.** PM Design shall pay Consultant for the satisfactory completion or progress of the applicable Services for each Project in accordance with the Project Authorization and paid within 45 days. Consultant may invoice PM Design following the completion to PM Design satisfaction of any Services of a Project, but no more often than once every THIRTY (30) days. All invoices must include the applicable Project number, the approved PO and description for each service, and the name of the approving PM Design contact for the specific Project.

PM Design complete invoicing instructions are attached to this agreement as Exhibit 'A'. Final billing for Services for each Project must be received by PM Design no later than FOURTY-FIVE (45) days after completion of the Work or the project opening, whichever occurs first. Provided Consultant's invoice(s) is submitted as described, PM Design shall remit payment within forty-five (45) days of receipt.

To the extent legally required, all applicable transaction taxes, and sales or similar taxes incurred by consultant shall be charged and paid by Consultant.

**INDEPENDENT STATUS.** Consultant is an independent contractor and not an employee, agent, joint venture partner or representative of PM Design. Nothing in this Agreement shall be construed as creating an employer-employee relationship. Consultant specifically rejects and renounces any employment benefits offered to PM Design employees. Consultant shall make all legal filings and payments required to maintain its independent contractor status and shall indemnify PM Design from and against any liabilities arising from Consultant's failure to make such filings for payments, or to maintain its independent contractor status.

Engineers engaged by PM Design that are registered to practice in the local jurisdiction for a Project are considered the Engineer of Record, respectively.

**4. CONFIDENTIAL INFORMATION.** During the relationship established by this Agreement, PM Design may communicate to Consultant and/or its employees and sub-consultants' certain information which clients of PM Design considers confidential or proprietary. Consultant agrees to treat and to cause all sub-consultants to treat all such information as required by the terms of the Confidentiality and Non-Disclosure Agreement executed by Consultant, a copy of which is attached hereto as Exhibit 'B'. Any breach of the Confidentiality and Non-Disclosure Agreement by Consultant or its sub-consultants, employees or agents shall be a breach of this Agreement. Additionally, the existence and terms of this Agreement shall be considered Confidential Information which shall not be disclosed by Consultant other than to its design team, legal or financial advisors or as may be required by law, government regulation, rule, ethical obligation, subpoena or court order. Consultant shall not publish or otherwise release information to any third parties regarding the Services without PM Design prior written consent. Consultant shall not publish or otherwise release information to any third parties regarding the Services without PM Design prior written consent.

**5. INSURANCE.** Consultant and each approved sub-consultant shall maintain and provide PM Design with a certificate of insurance at all times during the term of this Agreement reflecting the following coverage:

- (a) Commercial General Liability insurance with a minimum of \$1,000,000 per occurrence, \$1,000,000 annual aggregate. **Registered Professionals are required to have \$2,000,000 annual aggregate.**
- (b) Professional Liability Insurance with a minimum of \$1,000,000 per claim, \$1,000,000 annual aggregate. **(Registered/Licensed Professionals Only).**
- (c) Commercial Auto Liability insurance with a per claim limit of no less than \$1,000,000. **Must include Non-Owned and Hired Auto Endorsements. Individual and Sole Proprietor individual policy limits may be reduced (subject to pre-approval) based upon type of services provided.**
- (d) Workers' compensation and employers' liability insurance as required by applicable law. **Sole proprietors and individuals are not required to provide workers comp insurance.**

With respect to Commercial General Liability insurance and Commercial Auto Liability insurance policies, PM Design and its subsidiaries must be listed as additional insured on all policies, and Consultant's policies shall be primary and non-contributing with any insurance maintained by PM Design. Upon PM Design request, Consultant shall send insurance certificates to the attention of Risk Management, PM Design Group, 6930 Destiny Dr. Suite 100 Rocklin, CA 95677 or riskmanagement@pmdginc.com.

**6. RIGHTS TO WORK.** Consultant agrees that all Services and any elements thereof created, performed,



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contributed, or prepared by Consultant or its employees or agents pursuant to this Agreement, all patents, copyrights, trade secrets and other proprietary rights and equivalent rights in or based on such works (the "Works") have been specially ordered and commissioned by PM Design, shall be deemed works-made-for-hire from the moment of creation, and are and shall be the sole and exclusive property of PM Design. Without reservation or limitation, Consultant, its employees and agents hereby sell, assign, transfer and convey the Works and any improvements to PM Design, exclusively, irrevocably, and perpetually, together with all rights, title, and interest throughout the world therein, including without limitation, the right to secure registrations, renewals, reissues and extensions thereof. PM Design acknowledges.

that ownership of, and any copyrights to, Consultant's and sub-consultants' pre-existing standard details and specifications shall remain with their respective owners and PM Design shall not acquire any rights in any such pre-existing standard details. Except as specifically provided herein, no rights of any kind are reserved to or by Consultant or shall revert to Consultant who expressly waives any rights of attribution or integrity. Consultant specifically agrees to obtain all appropriate releases and assignments necessary to convey to PM Design the rights described in this Section, including but not limited to, releases and assignments from its employees and agents.

Consultant, its employees and agents agree to make full disclosure to PM Design of all items included in this Section. Upon completion of the Works (or upon PM Design earlier request), Consultant shall deliver to PM Design the original Works and improvements, together with all copies of the Works in any form and in any media, comprising or used to create the Works. Consultant shall provide PM Design with such information and know-how in Consultant's possession or control as necessary to use, market, and/or develop the Works and improvements.

Consultant grants to PM Design, and PM Design accepts, an irrevocable, worldwide and nonexclusive right, with the right to grant licenses and sublicenses to clients without accounting to Consultant, under all patents, copyrights, trade secrets and other proprietary rights of Consultant included in or necessary to use the Works and improvements. PM Design agrees to hold harmless and indemnify Consultant for any damages, claims or losses, including reasonable attorneys' fees, arising out of any reuse of the Works by PM Design.

**7. TRADEMARKS.** Nothing herein shall be deemed to grant to Consultant or any of its sub-consultants any right or license to use the PM Design name, trademarks, brand, logo, designs or other proprietary materials. In addition, Consultant may not use any of the Works, including any photographs of any Project, or include or list PM Design as a client in any brochure or marketing material, without the prior written approval of PM Design which shall not be unreasonably withheld.

**8. INDEMNIFICATION.** Consultant hereby agrees to indemnify, defend and hold harmless PM Design, its officers, directors, employees, agents, subsidiaries, clients and other affiliates, from and against any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) incurred by reason of Consultant's (or its agent's) breach of any representation, warranty, covenant, agreement or obligation under this Agreement, or Consultant's (or its agents') negligent and/or willful acts or omissions in carrying out its obligations under this Agreement.

**9. BREACH.** If Consultant breaches any term of this Agreement, PM Design shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) recover its direct damages incurred to the extent caused by such breach, including, without limitation, its reasonable attorneys' fees and costs of suit; (c) seek injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of PM Design rights hereunder. Consultant may terminate this Agreement due to the material breach of Architect and failure to cure within a reasonable period of time after receipt of written notice of the breach. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of Architect or Consultant's rights hereunder.

### **10. REPRESENTATIONS.**

Consultant represents:

- (a) that it will not cause or permit any activity which is illegal, or which would cause PM Design to be in violation of any law, including the offer of any item of value to any official or government employee in order to influence his/her decisions or actions.
- (b) that all statements regarding its qualifications to provide the Services are true and correct and are not misleading or incomplete.
- (c) that all Services, whether performed by Consultant or its sub-consultants, shall be performed by qualified personnel in a manner consistent with the Standard of Care.
- (d) that Consultant and its agents, employees and sub-consultants are currently certified and/or licensed in



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compliance with all applicable federal, state, provincial, municipal and other requirements and shall maintain such certification and licensing throughout performance of the Services.

- (e) that all Deliverables, Construction Documents, including Engineering Documents, (as defined in the PO) either produced by or sealed by Consultant or sub-consultants will meet and comply with all applicable federal, state, provincial, municipal and local laws including building codes and accessibility laws and regulations.
- (f) that it is under no contract or agreement that will in any way prevent its performance of the Services; and
- (g) that the use of any Works prepared by Consultant, its employees and/or agents will not infringe upon the rights of any other party.

### **11. TRAVEL / REIMBURSABLE EXPENSES.**

PM Design enters into THREE (3) types of contracts with clients. 1) Fixed Fee INCLUDING reimbursable expenses and 2) Fixed Fee EXCLUDING reimbursable expenses and 3) Time and Materials. For fixed INCLUDING contracts, expenses shall be included as a line item in the consultant's proposal. For contracts 1) and 3), PM Design will pay consultant actual costs plus FIVE (5%) percent of costs.

Reimbursable Expenses Defined:

- (a) Mileage: Published IRS reimbursement plus FIVE (5%) percent. Consultant invoices must include starting point and ending point and total mileage for all mileage expenses.
- (b) Outside printing and reproduction costs: Actual cost plus FIVE (5%) percent.
- (c) Airfare: Actual cost plus FIVE (5%) percent. Coach fares only.
- (d) Tolls and parking: Actual cost plus FIVE (5%) percent.
- (e) Meals: Actual cost plus FIVE (5%) percent up to \$25 per day.
- (f) Shipping and postage: Actual cost plus FIVE (5%) percent.
- (g) In-house copies, printing, telephone, faxes WILL NOT BE REIMBURSED. This shall be considered as consultant's overhead expenses.

Receipts or other documentation of Consultant's travel or Reimbursable Expenses will be required for payment by PM Design to Consultant of these contracted amounts. Consultant shall, however, maintain receipts for all travel and Reimbursable Expenses for a minimum of one (1) year after the completion of the Project for review by PM Design in the event of an audit by client.

**12. NOTICE.** Any notice sent pursuant to this Agreement shall be sent by certified mail, return receipt requested, or by overnight mail to the addresses below or to such address as either party may in the future designate. Notices shall be effective upon receipt.

**13. ASSIGNMENT.** This Agreement may NOT be assigned by either party without prior written approval of the other which shall not be unreasonably withheld. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

**14. COMPLETE AGREEMENT: AMENDMENTS.** This Agreement is the complete agreement between the parties and includes Exhibit A and B which are all hereby incorporated by reference (collectively the "Agreement"). This Agreement supersedes all previous agreements between the parties relating to the Services and cannot be modified without the prior written consent of both parties.

**15. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California, without reference to conflicts of laws principles. The parties hereby consent to the jurisdiction of the federal and state courts of Placer County, California, for purposes of any legal action arising out of this agreement. If both parties agree, another jurisdiction may be selected.

**16. GENERAL PROVISIONS.** The terms of this Agreement shall be severable so that if any term is deemed invalid or unenforceable, it shall not affect the remaining terms of the Agreement, which shall remain in full force and effect. Any PM Design property in Consultant's possession will be returned on demand, or at the termination of this Agreement, whichever shall come first. Time is essential in Consultant's performance of the Services hereunder.



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This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Agreement may also be executed via an electronically produced signature generated by using DocuSign or any other comparable electronic signing vendor approved by PM Design. Each such counterpart shall be deemed to have been executed by such party for the purposes of any statute or rule of law that requires such counterpart to be signed and shall have the same legal effect as if such signature had been manually written on such counterpart. This Agreement shall be binding on the parties on the exchange of executed counterparts. The parties further agree that the electronic transmission of a copy of the executed counterpart by one party to another in portable document format (.pdf) shall constitute effective delivery.

PM Design Group and Consultant have executed this Agreement to be effective as of the Commencement Date.

By: \_\_\_\_\_  
Signature

Print Name:

Title:

Address:

Pedro McCracken Design Group, Inc.

By: \_\_\_\_\_  
Signature

Print Name:

Title:

Address: 6930 Destiny Drive, Suite 100, Rocklin, CA 95677



EXHIBIT 'A'

Consultant Invoicing Instructions

In order to ensure that your invoices are processed and paid as quickly as possible, please submit all invoices using one of the following:

Email:	OR	Mail:
<a href="mailto:AP@pmdginc.com">AP@pmdginc.com</a>		PM Design Group Attn: Accounts Payable 6930 Destiny Dr. Suite 100 Rocklin, CA 95677

Please be sure to include the following information on all invoices, missing information will delay the processing of your invoice and your invoice may be rejected:

1. Submit only one invoice per project. Invoices with duplicate projects will not be processed.
2. A copy of your PMDG Purchase Order must be included with the invoice.
3. Invoices must be submitted to Accounts Payable and the PMDG Project Manager.
4. The approved Purchase Order amount must be equal to or greater than the total invoice amount.
5. Invoice amounts must be in whole percentages of the overall PO amount.
6. Reimbursable expenses must include back-up receipts. Missing receipts will result in a short pay of the invoice total.
7. Mileage expenses must include the beginning and ending locations and the reason for travel.
8. In-house expenses are considered overhead and will not be reimbursed.
9. Invoices must be submitted within 45 days of performing the work.

**Purchase Orders must be obtained when services are authorized, performing services without a purchase order is considered at your own risk. All Project Managers are aware of this policy.**

Payment Terms and Conditions

PM Design Group’s payment schedule is forty-five (45) days from receipt of properly completed invoices. Invoices will not be entered into our payables system until all required information has been included. You can avoid delays in payment by making sure your invoices are complete.

Acceptance of our PO assumes you understand and agree with PM Design Group’s invoice instructions as well as our terms and conditions outlined in our MSA and NDA.

Along with this agreement, please submit a Certificate of Liability Insurance (per PMDG’s insurance requirements), a copy of your current standard rates (labor, expenses, etc.), a company brochure and a completed W9. This information should be sent to our Risk Management Department via email at: [RiskManagement@pmdginc.com](mailto:RiskManagement@pmdginc.com) or mail to: PM Design Group, Inc., Attention: Risk Management at: 6930 Destiny Drive, Suite 100, Rocklin, CA 95677.





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### EXHIBIT 'B'

THIS MUTUAL NONDISCLOSURE AGREEMENT is made and entered into as of [Click here to enter a date.](#) , between PM Design Group with offices at 6930 Destiny Drive, Suite 100, Rocklin CA and

**Purpose.** The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

**"Confidential Information"** means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which; (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law government regulation, rule, ethical obligation, subpoena or court order to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

**References to a Party.** Unless the context clearly requires otherwise, any reference to a party herein shall mean that party, its employees, officers, directors, independent contractors, representatives and agents. Each of the parties shall be responsible for any breach of this Agreement by its employees, officers, directors, independent contractors, representatives, agents or others who shall have received Confidential Information in violation of the terms hereof.

**Non-use and Non-disclosure.** Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder.

**Maintenance of Confidentiality.** Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

**No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

**No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.



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**Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request. Notwithstanding the obligation to return or destroy the Confidential Information and corresponding copies: (i) there shall be no obligation to return or destroy Confidential Information maintained electronically on networks or email servers provided the electronic data is maintained in confidence and not readily accessible to third parties; and (ii) derivative information, consisting of notes, analyses, compilations, studies or other documents which contain or reference Confidential Information need not be returned or destroyed, provided it is at all times held and kept confidential pursuant to the terms of this Agreement.

**No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

**Term.** The obligations of each receiving party hereunder shall survive for a period of three years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

**Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

**Miscellaneous.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Section 11 will be null and void. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the first page, or to such other address as the either party may specify to the other in written form time to time.

**Injunction.** The breach or threatened breach of this Agreement by either party may result in irreparable harm to the other which harm will not be compensable by money damages and each party agrees that the other shall be entitled to seek injunctive relief to prevent any actual or potential disclosure. No proof of actual damages shall be required of either party in connection with obtaining any injunctive or special relief under this Agreement and nothing contained herein shall be deemed to waive any other rights which either party may have in law or in equity.

Consultant further agrees and assures PM DESIGN GROUP that it will not directly or indirectly engage in competition in any way with PM DESIGN GROUP in any area that PM DESIGN GROUP may be engaged in business or any area for which PM DESIGN GROUP has submitted proposals for business. The term "competition" as used in the foregoing shall include, but not be limited to, attempts to divert clients.

PM Design Group, Inc.

By: \_\_\_\_\_

Name: Roy W. Pedro

Title: Principal

Date: [Click here to enter a date.](#)

By: \_\_\_\_\_

Name:

Title:

Date: