



BRAND & RETAIL GROWTH

MATTHEW J. CRAWLEY

WE HAVE RELATIONSHIPS WITH RETAIL BUYERS.

We hope this proposal finds you well. We are excited to present to you our comprehensive plan to introduce and establish your brand in the US market. With our extensive experience and strong relationships with major retailers, we are confident in our ability to secure test orders, negotiate prime placements, and drive significant sales growth for your brand.

Our dedicated sales team, led by Matthew J. Crawley, will personally present your brand to over 300 targeted retailers and category buyers within the first 30 days of service. This strategic approach will ensure maximum exposure and generate interest among key decision-makers.





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Upon signing the agreement, our sales team will schedule an onboarding call with your team within 24 hours. During this call, we will discuss our go-to-market strategy, identify key retailers in the US market, and collaborate on a tailored approach for each retailer. This personalized strategy will help us achieve optimal results for your brand.

We will actively participate in buyer calls and negotiations on behalf of your brand. Leveraging our established relationships and industry expertise, we will advocate for your brand, ensuring favorable terms and securing test orders and purchase orders from the targeted retailers. Large retailers for Brick and Mortar operate on an average of 42%-50% margins. Marketplace opportunities average 15%-30% margins.





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Our team will not only focus on securing orders but also negotiate prime placements within the selected retailers. By strategically positioning your brand in prominent locations within stores, both brick-and-mortar and online marketplaces, we will enhance brand visibility and drive customer engagement.

We have extensive relationships with major retailers in the USA & Canada, these retail partners have consistently shown interest in our product placements over the years. Our average test orders range from \$500,000 to \$1.5 Million, and we anticipate that the invaluable data we gather from these tests will result in a significant increase in sales for the subsequent quarter, potentially tripling these numbers.





1) PRESENTATION TO OVER 300 RETAILERS & CATEGORY BUYERS

2) ONBOARDING CALL & GO-TO-MARKET STRATEGY

3) BRAND PITCH DECK & DIGITAL PACKAGING / DISPLAYS

4) BUYER CALLS & NEGOTIATIONS

5) PRIME PLACEMENT & MARKET OPPORTUNITIES

6) TARGETED RETAILERS & DISTRIBUTION

In summary, partnering with us will provide your brand with the opportunity to access a vast network of established retailers, negotiate favorable terms, secure test orders and purchase orders, and ultimately drive sales growth in the US market.

We look forward to discussing the finer details of our proposal and addressing any questions or concerns you may have. We are confident that our partnership will be mutually beneficial and lead to long-term success.

MATTHEW J. CRAWLEY





PRIVACY POLICY

2025



**Matthew J. Crawley
LLC**



Privacy Policy

Last Updated: January 2025

Privacy Policy Overview

This privacy notice discloses the privacy practices for **Matthew J. Crawley LLC** via **matthewjcrowley.com**. This privacy notice applies solely to information collected by this website. It will notify you of the following:

1 - Personal Identifiable Information

What personally identifiable information is collected, how it is used, and with whom it may be shared:

- a)** We are the sole owners of the information collected on this site. We only access or collect information that you voluntarily give us via email or other direct contact. We will not sell or rent this information to anyone.
- b)** We will use your information to respond to you regarding the reason you contacted us. We will not share your information with any third party outside of our organization, except as necessary to fulfill your requests or provide services to you or your company.
- c)** Unless you request otherwise, we may contact you via email in the future to inform you about specials, new services, or changes to this privacy policy.

2 - Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following by contacting us via the email or phone number provided on our website:

- See what data we have about you, if any.
- Change or correct any data we have about you.
- Have us delete any data we have about you.
- Express any concerns about our use of your data.

3 - Security

- a)** We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.
- b)** Wherever sensitive data (e.g., card data) is collected, it is encrypted and transmitted securely. Look for the lock icon in the address bar and “https” at the beginning of the website address to verify secure transmission.
- c)** While encryption protects sensitive information online, offline protection measures are also in place. Only employees who need the information to perform specific jobs (e.g., billing or customer service) are granted access to personally identifiable information. Our servers storing such information are in a secure environment.
- d)** If you feel we are not abiding by this privacy policy, please contact us immediately via the telephone number or email provided on our website.

4 - Registration

To use this website, a user may be required to provide information. During registration, a user must give certain information (such as name and email address). This information is used to contact you about services on our site that you have expressed interest in.

5 - Cookies

We use “cookies” on this site. Cookies are small pieces of data stored on a site visitor’s hard drive to enhance access to the site and identify repeat visitors. For example, cookies save time by reducing the need to log in repeatedly. Cookies also help us track user interests to improve the website experience.

- Usage of cookies is not linked to personally identifiable information.
- Some business partners (e.g., advertisers) may use cookies on our site. However, we do not have access to or control over these cookies.

6 - Links to Other Sites

This website may contain links to other sites. Please be aware that we are not responsible for the content or privacy practices of external sites. We encourage users to read the privacy policies of any website that collects personally identifiable information.

————— End —————



Privacy Policy
Matthew J. Crawley
LLC



TERMS & CONDITIONS

2025



**Matthew J. Crawley
LLC**



Terms & Conditions

Last Updated: January 2025

Terms & Conditions Overview

This Service Agreement (“Agreement”) is entered into between Matthew J. Crawley LLC (“Company”) and the Individual or Company electronically signing this Agreement on MatthewJCrawley.com (“Customer”). Thank you for choosing Matthew J. Crawley LLC to advise and implement our process exclusively for your business. We are excited to work with you to solicit large retail purchase orders for your product. Customer and Company agree as follows:

1 - Payment

This Agreement is for a Monthly Recurring Product Promotion Service (“Service”) for a Monthly Plan (“Plan”) The Customer chooses either the **White Glove Plan** or **The Corporate Plan**. The decision on which the Customer chooses is selected prior to the execution of this Agreement.

The details of this Service provided to Customer is outlined in detail on our website, which was chosen to arrive at this Agreement page. The amount charged for the Plan (“Payment”) recurs monthly (“Term”) and is equivalent to: The White Glove Plan nine thousand five hundred (\$9,500.00) dollars per month. The Corporate Plan nineteen-thousand five-hundred (\$19,500.00) dollares per month. Each Payment is nonrefundable due to promotion of your product beginning immediately upon first Payment being submitted. Each Payment is for one calendar month.

For example, if first Payment is made, for the White Glove Plan, on the 15th of the month, then the second payment will be due on the 15th of the following month, and so on. Initiating Payment is authorization to repeat the Payment each calendar month by the same means the initial Payment was made, be it by credit or debit card. Any Payment not received for a Term or if the payment method is removed by Customer prior to a subsequent Payment being processed, all Services by Customer shall cease immediately.

2 - Services

Company shall provide services to Customer to solicit large retail locations (“Retailers”) for placement of Customer Product (“Product”) for e commerce (online) and/or physical location sales. Company shall use its experience, process and connections to put Product in front of the decision makers of large retailers for consideration and sale through Retailer stores and websites. The details of the actual services provided by Company are outlined in the Plan chosen by the Customer when accessing this Services Agreement.

3 - No Guarantees

Company does not warrant or guarantee any specific level of performance and/or degree of results. Every Customer Product is different and unique with multi-faceted application. Ultimately, Customer success relative to our Services is determined by many factors beyond Company’s control.

4 - Right to Cancel / Termination

The Customer has the right to terminate this Agreement at any time. To exercise this right to terminate this Agreement, Customer must send notice of such termination to matt@matthewjcrawley.com. Once Notice of Termination is received, Company shall continue its efforts to place Customer products with Retailers for the remainder of the Term for which payment has been received unless directed otherwise by Customer. Under no circumstances shall Customer be entitled to a refund of any portion or part of previous Payments.

5 - Terms

This Agreement will commence on the date Payment is first made and will continue for a minimum period of approximately thirty (30) days, regardless of the Customers delivery of content, and will continue on a Term basis unless otherwise terminated by Company or Customer or unless otherwise agreed to by Company and Customer.

6 - Customer Cooperation

Company, from time to time, will request certain actions from Customer in regard to Customer Products. These requests could be at the request of Retailers or based on the knowledge and experience of Company. It is solely the Customer’s decision to entertain any such requests. Many Retailers require certain changes in a product to make a Product appropriate for a certain Retailer. Company has no control over such requests or the scope of such requests. There is no guarantee that any changes, even if made at the request of a Retailer, will result in placement or acceptance by such Retailer.

7 - Placement of Product

If a Retailer becomes interested in soliciting a Product for placement, a separate agreement will be required between Retailer and Customer. Company will advise Customer on standard practices in such agreements with Retailers but the ultimate decision to place a product, pricing, delivery and continuance of such placement, if any, shall rest solely with Customer. Any agreement between Retailer and Customer shall not involve Company as a party and Company shall not be responsible for any terms ultimately reached between Retailer and Customer, if any.

8 - Limitation of Liability

Company shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of product, profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services. Company is not responsible for errors which result from faulty or incomplete information supplied to Company by Customer. Customer damages, if claimed, shall be limited to the most recent Payment made to Company should they seek damages against Company for any reason.

Customer agrees any Product Samples (used by Company to submit to Retailers) used for the performance of the Services outlined in this Agreement shall not to be returned nor sold by Company. Company shall not be liable to Customer for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics; changes in policies, changes in terms of services of Retailers. Company shall not be responsible for any intellectual property protections regarding Product of Customer. It is solely the responsibility of Customer to ensure that any intellectual property protections for Product are in place PRIOR TO PROVIDING SAMPLE PRODUCTS TO COMPANY FOR SOLICITATION TO RETAILERS.

9 - Dispute Resolution

This Agreement shall be interpreted under the laws of the State of South Carolina. Company and Customer agree that any dispute regarding this Agreement, or any Services provided to Customer in reliance upon this Agreement, and any claim made by Customer of any kind against Company, shall be filed in Charleston County, South Carolina. Any controversy in the amount of \$7,500.00 or less shall be filed in the Magistrate Court of Charleston and no other jurisdiction. Any amount in controversy over \$7,500.00 shall be filed in the County of Charleston Common Pleas Court.

10 - Communications With Customer

Customer agrees that the main method of communication is to be via email, the email address to use matt@matthewjcrawley.com. If Customer to speak directly with a representative via telephone, Customer shall send a written request via email to Company for such call. Company shall make every effort to arrange for a call as quickly as possible, keeping all request of other Customers in the order they are received.

There is not guarantee that any call will take place in the timeframe desired by Customer and all such calls shall be on a first come first served basis and based on the availability of Company representatives. Company's office hours are based on Eastern Standard Time. Company will make every effort to respond to emails within 24-48 hours excluding weekends and standard federal holidays.

11 - Entire Agreement / Modifications

This Agreement is the final, complete and exclusive Agreement between Company and Customer. No modification of or amendment to this Agreement shall be effective unless in writing and signed by both Company and Customer. Any and all communications or agreements between Customer and Company prior to the execution of this Agreement shall not be binding, and this Agreement shall control.

12 - Execution of Agreement

This Agreement shall be executed by electronic means only, and shall have the same effect of being executed by both Company and Customer as if done so by hand. Customer authorizes Company to fully rely on the electronic signature of Customer relative to the individual executing as authorized to execute such Agreements and Company shall be entitled to rely upon such signature as representative of Customer.

13 - Severability

Any portion, paragraph or section of this Agreement found to be unenforceable at law, such portion, paragraph or section shall not affect the remaining portions, paragraphs or sections of this Agreement and they shall remain binding on Company and Customer.

14 - Plain Meaning

Each and every term in this Agreement shall be given its plain and ordinary meaning, and every technical term shall be given its plain and ordinary technical meaning.

15 - Heading

Headings, captions or titles to sections or paragraphs are for that use only and shall not be construed to be a part of this Agreement.

16 - Indemnification, Hold Harmless, Duty to Defend

Customer shall defend, indemnify and hold harmless Company for any and all claims of damages by any third party, or Retailers, for any claimed damages relating to Product or the Services provided by Company pursuant to this Agreement on behalf of Customer.

┌──────────────────┐ **End** ───────────────────┐



Terms & Conditions

Last Updated: January 2025



**Matthew J. Crawley
LLC**

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("the Agreement") dated this . . . day of

BETWEEN:

(the "Client")

OF THE FIRST PART

- AND -

Matthew J Crawley, LLC

(the "Contractor")

OF THE SECOND PART

BACKGROUND:

- A. The Contractor is currently or may be retained as an independent contractor with the Client for the position of: ^{Retail} Consultant. In addition to this responsibility or position (the "Retainer"), this Agreement also covers any position or responsibility now or later held with the Client.
- B. The Contractor will receive from the Client, or develop on the behalf of the Client, Confidential Information as a result of the Retainer (the "Permitted Purpose").

IN CONSIDERATION OF and as a condition of the Client retaining the Contractor and the Client providing the Confidential Information to the Contractor in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to

the Contractor.

2. The Contractor acknowledges that in any position the Contractor may hold, in and as a result of the Contractor's retainer by the Client, the Contractor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Client and which information is the exclusive property of the Client.
3. 'Confidential Information' means all data and information relating to the business and management of the Client, including but not limited to, the following:
 - a. 'Business Operations' which includes internal personnel and financial information of the Client, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Client, and the manner and methods of conducting the Client's business;
 - b. 'Customer Information' which includes names of customers of the Client, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Client;
 - c. 'Intellectual Property' which includes information relating to the Client's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - d. 'Service Information' which includes all data and information relating to the services provided by the Client, including but not limited to, plans, schedules, manpower, inspection, and training information;
 - e. 'Product Information' which includes all specifications for products of the Client as well as work product resulting from or related to work or projects performed or to be performed for the Client or for clients of the Client, of any type or form in any stage of

actual or anticipated research and development;

- f. 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of the Client, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
- g. 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Client;
- h. 'Marketing and Development Information' which includes marketing and development plans of the Client, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Client which have been or are being discussed;
- i. 'Computer Technology' which includes all scientific and technical information or material of the Client, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
- j. 'Proprietary Computer Code' which includes all sets of statements, instructions or programs of the Client, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs; and
- k. Confidential Information will also include any information that has been disclosed by a third party to the Client and is protected by a non-disclosure agreement entered into between the third party and the Client.

4. Confidential Information will not include the following information:
 - a. Information that is generally known in the industry of the Client;
 - b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Contractor;
 - c. Information rightly in the possession of the Contractor prior to the disclosure to the Contractor by the Client;
 - d. Information that is independently created by the Contractor without direct or indirect use of the Confidential Information; or
 - e. Information that the Contractor rightfully obtains from a third party who has the right to transfer or disclose it.

Obligations of Non-Disclosure

5. Except as otherwise provided in this Agreement, the Contractor must not disclose the Confidential Information.
6. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Client and will only be used by the Contractor for the Permitted Purpose. The Contractor will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Client or any associated affiliates or subsidiaries.
7. The obligations to ensure and prevent the disclosure of the Confidential Information imposed on the Contractor in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.
8. The Contractor may disclose any of the Confidential Information:
 - a. to such employees, agents, representatives and advisors of the Contractor that have a need to know for the Permitted Purpose provided that:
 - i. the Contractor has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Contractor;

- iii. the Contractor agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 - iv. the Contractor agrees to be responsible for and indemnify the Client for any breach of this Agreement by their personnel.
- b. to a third party where the Client has consented in writing to such disclosure; and
 - c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

Avoiding Conflict of Opportunities

- 9. It is understood and agreed that any business opportunity relating to or similar to the Client's current or anticipated business opportunities coming to the attention of the Contractor during the Contractor's retainer is an opportunity belonging to the Client. Accordingly, the Contractor will advise the Client of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Client.
- 10. Without the written consent of the Client, the Contractor further agrees not to:
 - a. solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of the Client; and
 - b. directly or indirectly, engage or participate in any other business activities which the Client, in its reasonable discretion, determines to be in conflict with the best interests of the Client.

Non-Solicitation

- 11. Any attempt on the part of the Contractor to induce others to leave the Client's employ, or any effort by the Contractor to interfere with the Client's relationship with its other employees and contractors would be harmful and damaging to the Client. The Contractor agrees that from the date of this Agreement for a period of two years, the Contractor will not in any way, directly or indirectly:
 - a. induce or attempt to induce any employee or contractor of the Client to quit their employment or retainer with the Client;

- b. otherwise interfere with or disrupt the Client's relationship with its employees or contractors;
- c. discuss employment opportunities or provide information about competitive employment to any of the Client's employees or contractors; or
- d. solicit, entice, or hire away any employee or contractor of the Client.

This obligation will be limited in scope to those persons that were employees or contractors of the Client at the same time that the Contractor was retained by the Client.

Non-Competition

- 12. Other than through employment with a bona-fide independent party, or with the express written consent of the Client, which will not be unreasonably withheld, the Contractor will not, from the date of this Agreement for a period of two years, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Client that the Contractor was working during any time in the last year of retainer with the Client.
- 13. From the date of this Agreement for a period of two years, the Contractor will not divert or attempt to divert from the Client any business the Client had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Retainer.

Ownership and Title

- 14. The Contractor acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Client. Accordingly, the Contractor specifically agrees and acknowledges that the Contractor will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademark or trade names, notwithstanding the fact that the Contractor may have created or contributed to the creation of that Confidential Information.
- 15. The Contractor does hereby waive any moral rights that the Contractor may have with respect to the Confidential Information.
- 16. The Confidential Information will not include anything developed or produced by the Contractor during the term of this Agreement, including but not limited to intellectual property, process, design, development, creation, research, invention, know-how, trade name, trademark or copyright that:

- a. was developed without the use of any equipment, supplies, facility or Confidential Information of the Client;
 - b. was developed entirely on the Contractor's own time;
 - c. does not relate to the actual business or reasonably anticipated business of the Client;
 - d. does not relate to the actual or demonstrably anticipated processes, research, or development of the Client; and
 - e. does not result from any work performed by the Contractor for the Client.
17. The Contractor agrees to immediately disclose to the Client all Confidential Information developed in whole or in part by the Contractor during the term of the Retainer and to assign to the Client any right, title or interest the Contractor may have in the Confidential Information. The Contractor agrees to execute any instruments and to do all other things reasonably requested by the Client (both during and after the term of the Retainer) in order to vest more fully in the Client all ownership rights in those items transferred by the Contractor to the Client.

Remedies

18. The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Client. Accordingly, the Contractor agrees that the Client is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Contractor and any agents of the Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

19. The Contractor agrees that, upon request of the Client, or in the event that the Contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of the Retainer, the Contractor will turn over to the Client all documents, disks or other computer media, or other material in the possession or control of the Contractor that:

- a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
- b. is connected with or derived from the Contractor's services to the Client.

Notices

- 20. In the event that the Contractor is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Contractor will give to the Client prompt written notice of such request so the Client may seek an appropriate remedy or alternatively to waive the Contractor's compliance with the provisions of this Agreement in regards to the request.
- 21. If the Contractor loses or makes unauthorized disclosure of any of the Confidential Information, the Contractor will immediately notify the Client and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
- 22. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
- 23. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:
 - a. Name: _____
Address: _____
 - b. Name: Matthew J Crawley LLC
Address: 1076 Cinder Street Mount Pleasant, South Carolina 29464

Representations

- 24. In providing the Confidential Information, the Client makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

Termination

25. This Agreement will automatically terminate on the date that the Contractor's Retainer with the Client terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

26. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

27. This Agreement may only be amended or modified by a written instrument executed by both the Client and the Contractor.

Governing Law

28. This Agreement will be construed in accordance with and governed by the laws of the State of South Carolina.

General Provisions

29. Time is of the essence in this Agreement.
30. This Agreement may be executed in counterpart.
31. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
32. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
33. The Contractor is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Client in enforcing this Agreement as a result of any default of this Agreement by the Contractor.
34. The Client and the Contractor acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this

35. No failure or delay by the Client in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
36. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Client and the Contractor.
37. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF (_____) and _____ have duly affixed their signatures under hand and seal on this _____ day of _____

Per: _____
(Seal)

Matthew J Crawley LLC (Contractor)