

SENTINEL RISK GROUP

Operational Readiness. Structured Methodology. Executive Clarity.

Master Limitation of Liability & Service Disclaimer

Firm-Wide Engagement Terms

SRG-DSC-001 | v1.0 | Sentinel Risk Group LLC

This document sets out the standard terms of engagement, limitations of liability, warranty disclaimers, and indemnification framework applicable to all services provided by Sentinel Risk Group LLC. It is the master reference document for every engagement — referenced in every Statement of Work, Engagement Letter, Master Services Agreement, and service brief.

If you are engaging Sentinel Risk Group for any service, you should read this document.

Sentinel Risk Group LLC | mark@sentinelriskgroupllc.com | (910) 644-7274 | North Carolina
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1. NATURE OF SERVICES

In plain English: We give advice. We don't guarantee outcomes.

Sentinel Risk Group LLC ("Sentinel Risk Group," "SRG," or "we") provides **advisory and consulting services** in the fields of operational resilience, risk assessment, organizational readiness, exposure-awareness, and related disciplines. Our services are advisory in nature. We do not guarantee any particular outcome, result, finding, score, recommendation, or business consequence from any engagement. We do not act as licensed investigators, attorneys, accountants, financial advisors, law enforcement, or in any other regulated capacity unless we explicitly state otherwise in writing for a specific engagement.

2. NO LEGAL, REGULATED, OR ADJUDICATIVE ADVICE

In plain English: We're not lawyers, doctors, accountants, or investigators. Our work doesn't replace getting professional help in those fields.

Our services and deliverables are not legal advice, medical advice, financial advice, accounting advice, licensed investigative work, law-enforcement activity, regulatory determinations, adjudicative determinations, or any other regulated professional service. Clients should obtain qualified professional counsel in those fields where appropriate. Sentinel Risk Group's deliverables are not designed for, and should not be used as, evidentiary support in court proceedings, regulatory adjudications, security-clearance determinations, employment decisions, tenant or housing screening, credit decisions, or any other forum requiring evidentiary or regulatory standards.

3. LIMITATION OF LIABILITY

In plain English: If something goes wrong, our maximum liability is what you paid us for that specific engagement. We're not liable for lost profits, lost data, or other indirect harm.

To the maximum extent permitted by applicable law, Sentinel Risk Group's total liability for any claim arising out of or related to its services — whether in contract, tort, statutory, equitable, or any other theory of liability — shall not exceed **the total fees actually paid by the client to Sentinel Risk Group for the specific engagement giving rise to the claim** during the twelve (12) months preceding the event giving rise to the claim. Sentinel Risk Group shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages — including but not limited to lost profits, lost revenue, lost data, lost opportunity, business interruption, reputational harm, or third-party claims — even if Sentinel Risk Group has been advised of the possibility of such damages and even if any limited remedy stated herein fails of its essential purpose.

4. CARVE-OUTS FROM LIABILITY LIMITATION

In plain English: Some legal protections can't be waived. The cap above doesn't apply to things like fraud or gross negligence.

The limitation of liability set forth in Section 3 shall not apply to any liability that cannot, as a matter of applicable law, be excluded or limited by agreement. This includes liability arising from: **(a) gross negligence; (b) willful misconduct; (c) fraud or fraudulent misrepresentation; (d) violations of applicable law by Sentinel Risk Group; and (e) any other category of liability that applicable law renders non-waivable.** These carve-outs are stated here to confirm that the limitation of liability in this document is enforceable to the maximum extent permitted, and to acknowledge the categories of liability that fall outside that maximum extent.

5. DISCLAIMER OF WARRANTIES

In plain English: Our services are provided "as-is." We don't promise they'll be perfect, complete, or fit for any specific purpose you haven't told us about.

To the maximum extent permitted by applicable law, Sentinel Risk Group's services and deliverables are provided **"as-is" and "as-available"** without warranty of any kind. Sentinel Risk Group expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to: (a) warranties of merchantability; (b) warranties of fitness for a particular purpose; (c) warranties of non-infringement; (d) warranties of accuracy, completeness, or reliability; (e) warranties arising from course of dealing or trade usage. No oral or written information or advice given by Sentinel Risk Group shall create any warranty not expressly stated in a written, signed engagement document.

6. CLIENT RESPONSIBILITIES

In plain English: You're responsible for the accuracy of what you tell us, for following our recommendations (or not), and for the consequences of how you use our work.

The client acknowledges and agrees that: **(a)** the accuracy and completeness of any information, attestations, scope statements, or other inputs provided to Sentinel Risk Group during engagement intake or execution is the responsibility of the client; **(b)** Sentinel Risk Group's deliverables, recommendations, scores, and findings are advisory; decisions to act or not act on them remain solely with the client; **(c)** the client is responsible for the consequences of how it uses or fails to use Sentinel Risk Group's deliverables; **(d)** Sentinel Risk Group's findings reflect publicly available information and operator judgment at the time of collection; the operational, regulatory, and threat environment can change after delivery and the client is responsible for ongoing monitoring of its own risk posture.

7. INDEMNIFICATION

In plain English: If you give us bad information that gets us in trouble, you cover the cost of getting us out.

The client agrees to indemnify, defend, and hold harmless Sentinel Risk Group, its members, officers, employees, contractors, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: **(a)** the client's breach of any representation, attestation, or warranty made to Sentinel Risk Group; **(b)** the client's misrepresentation of its standing, authorization, or intended use of Sentinel Risk Group's services or deliverables; **(c)** the client's use of Sentinel Risk Group's deliverables for any purpose prohibited by the applicable service brief or this document; **(d)** the client's violation of any applicable law in connection with its engagement with Sentinel Risk Group. This indemnification obligation survives termination of the engagement.

8. CONFIDENTIALITY

In plain English: What we learn about you stays confidential. What you learn about us stays confidential. This holds even after the engagement ends.

Confidentiality between the client and Sentinel Risk Group is governed by the mutual Non-Disclosure Agreement (SRG-NDA-001) executed between the parties. Where personal data is involved, additional terms are set out in the Data Processing Agreement (SRG-DPA-001). The confidentiality obligations of both parties survive termination of any engagement and continue for the period stated in the applicable NDA. Sentinel Risk Group's internal methodologies, tooling configurations, scoring frameworks, and proprietary processes are the confidential information of Sentinel Risk Group and may not be disclosed, replicated, or used outside the scope of the engagement.

9. INTELLECTUAL PROPERTY

In plain English: We own our methods. You own your data. Deliverables we make for you are yours to use for the purpose you engaged us for.

Sentinel Risk Group retains all right, title, and interest in its pre-existing intellectual property, including its methodologies, scoring frameworks (including but not limited to the Sentinel Operational Readiness Index, SORI™), platform (the Sentinel Operational Readiness Platform, SORP), templates, tooling configurations, training materials, and proprietary processes. The client retains ownership of data the client provides to Sentinel Risk Group. Upon full payment, the client receives a non-exclusive, non-transferable license to use the deliverables produced specifically for the client's engagement for the purpose for which the engagement was undertaken. Resale, redistribution, or re-licensing of Sentinel Risk Group's deliverables to third parties is prohibited without prior written consent.

10. ENGAGEMENT ACCEPTANCE & SOLE DISCRETION

In plain English: We choose which engagements to take. Even if you meet all our criteria, we can still say no.

Sentinel Risk Group reserves the right to decline any engagement, at its sole discretion, including requests that appear to meet all stated criteria in any service brief. Acceptance of any engagement is mutual and discretionary; Sentinel Risk Group exercises that discretion to protect the integrity of its services, the interests of legitimate clients, and the professional standing of the firm. No prospective client has a contractual right to engagement until Sentinel Risk Group has affirmatively accepted the engagement in writing and any required pre-engagement conditions (such as payment, executed agreements, or pre-engagement consultation) have been satisfied.

11. TERMINATION

In plain English: Either of us can end the engagement. Specific termination rules live in your engagement document and the relevant service brief.

Sentinel Risk Group or the client may terminate any engagement under the terms set forth in the applicable engagement document (Engagement Letter, Statement of Work, Master Services Agreement, or service brief). Where Sentinel Risk Group develops a reasonable belief of misrepresentation, misuse, or other breach of engagement attestations, Sentinel Risk Group may terminate the engagement under the termination-for-misrepresentation provisions of the applicable service brief. Termination by Sentinel Risk Group for cause under those provisions results in forfeiture by the client of refund rights and retention by Sentinel Risk Group of all work product. Sections 3 (Limitation of Liability), 4 (Carve-Outs), 6 (Client Responsibilities), 7 (Indemnification), 8 (Confidentiality), and 9 (Intellectual Property) survive termination.

12. FORCE MAJEURE

In plain English: If something outside our control prevents us from working — natural disasters, war, pandemic, infrastructure outage — we're not in breach for the time we couldn't work.

Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government action, pandemic, epidemic, natural disaster, fire, flood, infrastructure or utility outage, cyber attack against third-party service providers, or labor action. The affected party shall promptly notify the other and shall make commercially reasonable efforts to mitigate the impact and resume performance. Engagement timelines are extended by the duration of the force majeure event.

13. GOVERNING LAW & VENUE

In plain English: Disputes are handled under North Carolina law in North Carolina courts.

This document, and all engagements governed by it, shall be construed and enforced in accordance with the laws of the **State of North Carolina**, without regard to its conflict-of-laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of North Carolina for any dispute arising out of or related to their engagement. The parties waive any objection to personal jurisdiction or venue in such courts.

14. DISPUTE RESOLUTION

In plain English: If there's a problem, we try to work it out first. Then mediation. Then litigation if nothing else works.

The parties shall attempt to resolve any dispute arising out of or related to an engagement through good-faith direct negotiation before initiating any formal proceeding. If direct negotiation fails to resolve the dispute within thirty (30) calendar days, the parties shall attempt non-binding mediation before a mutually agreed mediator before initiating litigation. Nothing in this section prevents either party from seeking immediate injunctive or equitable relief where reasonably necessary to protect its interests. The prevailing party in any dispute is entitled to recover reasonable attorneys' fees and costs to the maximum extent permitted by law.

15. NO THIRD-PARTY BENEFICIARIES

In plain English: This document is between you and us. It doesn't create rights for anyone else.

No engagement document or this Master Disclaimer is intended to confer any right or remedy on any person or entity other than the parties to the engagement. The subject(s) of any assessment, third parties referenced in any deliverable, and any other person or entity not a signatory to the engagement document have no rights as third-party beneficiaries and no standing to enforce, modify, or challenge any term.

16. SEVERABILITY

In plain English: If a court throws out one part of this document, the rest still applies.

If any provision of this document or any engagement document referencing it is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to render it enforceable, and if it cannot be so modified, shall be severed from the document. The remaining provisions shall continue in full force and effect.

17. NO WAIVER

In plain English: If we don't enforce a right one time, that doesn't mean we've given it up.

No failure or delay by Sentinel Risk Group in exercising any right, power, or privilege under this document or any engagement document shall operate as a waiver of that right, power, or privilege. No single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of any other right, power, or privilege. Any waiver must be in writing and signed by Sentinel Risk Group to be effective.

18. ENTIRE AGREEMENT

In plain English: This document plus your engagement letter is the whole deal between us. Anything we said in conversation that isn't in writing doesn't count.

This Master Disclaimer, together with the applicable Engagement Letter, Statement of Work, Master Services Agreement, Service Brief, Non-Disclosure Agreement, Data Processing Agreement (where applicable), and any duly executed Change Orders or Task Orders, constitutes the entire agreement between Sentinel Risk Group and the client with respect to the subject matter of the engagement. It supersedes all prior or contemporaneous agreements, understandings, representations, and communications, whether oral or written, with respect to the same subject matter.

19. UPDATES & VERSIONING

In plain English: We may update these terms. Engagements active when an update is published keep the terms that were in place when they started, unless we both agree to switch.

Sentinel Risk Group may update this Master Disclaimer from time to time. The version in effect at the start of any engagement, as referenced in the applicable engagement document, governs that engagement throughout its lifecycle and any associated tail obligations (confidentiality, indemnification, etc.). Updates to this Master Disclaimer apply to engagements initiated after the effective date of the update, unless both parties agree in writing to apply updated terms to an in-flight engagement. The current version is posted at sentinelriskgroupllc.com and is identified by version number and effective date.

20. CONTACT

In plain English: Questions about these terms? Reach out.

Questions, notices, or requests for clarification regarding this Master Disclaimer or any engagement governed by it should be directed to: **Mark Apperson Jr., Managing Member, Sentinel Risk Group LLC, mark@sentinelriskgroupllc.com, (910) 644-7274**. Formal notices under any engagement document should additionally follow the notice provisions of that document.

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Document Owner: Managing Member, Sentinel Risk Group LLC

Review Cadence: Annual, or upon material change to firm structure, services, or applicable law.

This document is part of Sentinel Risk Group's standard engagement framework. It is not legal advice and does not establish an attorney-client relationship. Clients are encouraged to consult their own counsel regarding the application of these terms to their specific circumstances.