



This Agreement (the “**Agreement**”) is made and entered into this ____ day of _____ 201_, by and between Reality Based Group, Inc., “**RBG**”), whose mailing address is P.O. Box 10027, Austin, Texas 78766 and _____ (the “**CLIENT**”), whose mailing address is _____.

1. SCOPE OF WORK AND FEES

A. RBG is employed by the CLIENT to perform the following services described below (collectively referred to herein as “**Services**”) and provide the following written reports (collectively referred to herein as the “**Deliverables**”) at the following quantities and prices:

Quantity	Item #	Description					Unit Price	Total				
	200	Real Scorecard™ Written Mystery Shop										
Payment Schedule							Total					
Client agrees to pay balance due under the following payment schedule: (Check One)							Set-Up Fee					
<input checked="" type="checkbox"/> Upon Receipt of Invoice(s)		<input type="checkbox"/> Installments (See Below)										
# Installments	Amount Installment	Frequency Installments	1st Installment Due Date	Last Installment Due Date		Balance Due						
NA	NA	NA	NA	NA								
Deliverable Frequency												
1	2	3	4	5	6	7	8	9	10	11	12	13
Reimbursed Expenses (Check One):		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>										



2. OBLIGATION OF CLIENT

A. CLIENT agrees that the Deliverables shall be used solely for the purpose of training and evaluating the performance of CLIENT'S employees and not for any other reason without the express written permission of RBG.

B. CLIENT receives a non-transferable right and license to show, exhibit or disclose the contents of any RBG Deliverable, subject to the restrictions stated herein. CLIENT agrees not to show, exhibit or disclose the contents of any RBG Deliverable to any person other than (i) the employee who is the subject of such written report (ii) the management personnel of CLIENT responsible for training and/or evaluating the performance of CLIENT'S employees, or (iii) other employees for group training purposes only, unless CLIENT has obtained "informed consent" (hereafter defined) in writing from the employee who is the subject of such Deliverable to the playing, showing, exhibition or disclosure of such material to third parties. "Informed consent" shall mean the individual(s) who is/are the subject of such Deliverable must have full and complete knowledge of the contents of the Deliverable CLIENT wishes to have disclosed to third parties, and consent to the type of use intended by Client and the person(s) to whom the Deliverable is to be disclosed.

C. CLIENT agrees to provide the logistical information necessary for RBG to facilitate the Services, including but not limited to employee schedules, locations, addresses, and the information and schedules of employees, if any, who should not be shopped.

3. OTHER PROVISIONS

A. Term. The Term of the Services begins on the date of this Agreement and continues for 12 months from the date of the first shop/evaluation. This agreement will renew for a full term following the expiration of the term, unless canceled by either Party in writing by either party with a 60-day written notice to the other Party. Should either party to this Agreement file for bankruptcy or become insolvent during the term of this Agreement, the other party may terminate this Agreement by providing written notice to the other Party.

B. Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT IS LIABLE FOR AND WILL DEFEND, INDEMNIFY, HOLD HARMLESS AND REIMBURSE RBG AGAINST all claims based on or arising out of any of the following:**

(I) ALL LIABILITIES, CLAIMS AND DEMANDS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE), TOGETHER WITH ANY RESULTING COSTS, LEGAL FEES AND CONSULTING FEES, ARISING OUT OF AN ACT OR OMISSION BY CLIENT, ITS AGENTS OR EMPLOYEES; (II) ANY MATERIAL BREACH OF THIS AGREEMENT; OR (III) THE SUBSEQUENT USE BY CLIENT OF ANY OF THE DELIVERABLES ONCE DELIVERED BY



RBG TO CLIENT, ANY OF WHICH RESULTING IN (A) SLANDER OR LIBEL OF A PERSON OR ORGANIZATION'S GOODS, PRODUCTS OR SERVICES, (B) A VIOLATION OF A PERSON'S RIGHT OF PRIVACY VIA AN ORAL OR WRITTEN PUBLICATION, (C) THE USE OF ANOTHER'S ADVERTISING IDEA IN CLIENT'S ADVERTISING OR (D) THE INFRINGEMENT UPON ANOTHER'S COPYRIGHT, TRADE DRESS OR SLOGAN IN CLIENT'S ADVERTISING. THIS INDEMNIFICATION APPLIES REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON STRICT LIABILITY OR ANY DEGREE OF ALLEGED NEGLIGENCE, WHETHER SOLE, CONCURRENT, OR GROSS, OF CLIENT. THIS OBLIGATION TO INDEMNIFY SHALL NOT BE ENFORCEABLE IF, AND ONLY IF, IT BE DETERMINED BY JUDICIAL PROCEEDINGS THAT THE INJURY, DEATH, OR DAMAGE COMPLAINED OF WAS ATTRIBUTABLE SOLELY TO THE GROSS NEGLIGENCE OF RBG. CLIENT further agrees to investigate, handle, respond to and defend any such claim, demand or cause of action and agrees to notify RBG in writing within five (5) days from receipt of any such claim or demand. CLIENT agrees to bear all costs and expenses related to the foregoing, even if such claim is groundless, false or fraudulent, including, without limitation, all fines, penalties, settlements, judgments and legal fees and expenses. RBG shall timely notify CLIENT in writing in the event any such legal action or complaint is brought or threatened against RBG. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE ANY COMPLETION OF THE WORK OR EXPIRATION OF THIS AGREEMENT.

C. Successor; Entire Agreement; Amendment of Agreement; Miscellaneous. This Agreement shall bind the parties, their heirs, legal representative and permitted assigns. This Agreement constitutes the entire agreement between RBG and the CLIENT and may not be modified or cancelled except in writing signed by the Parties hereto.

D. Governing Law; Venue, Interpretation. The validity, interpretation and construction of this Agreement and of each part hereof, shall be governed by the laws of the State of Texas. The venue for any disputes arising out of this Agreement shall be Travis County, Texas. Section captions appear for convenience of reference only and shall not be used in interpreting this Agreement.

E. Severability. In the event any provision of this Agreement is deemed to be unenforceable for any reason, such provision shall not invalidate the remaining portion of this Agreement.

F. Authority of Signatories. Each entity executing this Agreement, and each individual executing this Agreement on behalf of such entity hereby represents and warrants that the entity has full authority to enter into this Agreement having done all things necessary to obtain approval for such actions as called for under such entities corporate charter as currently in effect; and each individual executing this Agreement in a representative capacity represents and warrants that he/she is fully vested with authority to bind the respective corporation or business entity.

G. RBG's Copyrights, Trademarks, Trade Secrets and other Intellectual Property. CLIENT



BUSINESS DEVELOPMENT
Agreement
(Written Shops Only)

acknowledges that the copyrights, trademarks, trade secrets and other intellectual property of RBG are the sole property of RBG and may not be used for any reason by CLIENT without the express written permission of RBG . Any and all rights not expressly granted in this Agreement are reserved to RBG.

H. Confidentiality. Each party (and its affiliates, employees, officers, directors, agents, or representatives) shall maintain the confidentiality of any information provided to it by the other party (or its affiliates, employees, officers, directors, agents, or representatives), or that such party may have access to by virtue of the performance of its services under this Agreement, and shall take precautions to prevent the unauthorized disclosure or use of such confidential information. The obligations of this clause shall not apply (i) to any disclosure required by law, (ii) to information that is now or subsequently becomes generally available through no act or omission of the receiving party, (iii) to information that is known to the receiving party at the time of disclosure, or (iv) in information is provided to the receiving party by a third party without restriction. The obligations of confidentiality shall survive the cancellation, expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

RBG: REALITY BASED GROUP, INC. ("RBG")		CLIENT: _____	
BY: _____	DATE: _____	BY: _____	DATE: _____
NAME: _____ Print Name		NAME: _____ Print Name	
TITLE: _____ Print Title	TITLE: _____ Print Title	TITLE: _____ Print Title	TITLE: _____ Print Title