



Business Development Agreement

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 _____.

I. SCOPE OF WORK AND FEES

- A. RBG shall perform the services described below (collectively referred to herein as “**Services**”) and provide the following audio, video or written reports (collectively referred to herein as the “**Deliverables**”) at the following quantities and prices:

Quantity	Item #	Description	Unit Price	Total
				\$
				\$
Payment Schedule			Total	\$
Upon execution of this Agreement, Client shall pay to RBG the one time set up fee and an initial deposit (“Initial Deposit”) in an amount equal to 20% of the total cost value of the Services and Deliverables to be provided pursuant to this Agreement. Such Initial Deposit shall be credited to Client’s account and applied against Client’s account balance until Client’s balance exceeds the amount of the Initial Deposit, whereupon Client shall be responsible for paying the outstanding balance on all future invoices. Client agrees to pay balance due under the following payment schedule:			20% Deposit	\$
			Balance Due	\$
Upon Receipt of Invoice(s). CLIENT will receive an invoice each month showing the credit being applied to the CLIENT account for services rendered during that billing period. RBG will only invoice CLIENT for the services that have been rendered during the billing period.			One Time Set-Up Fee	\$
Reimbursed Expenses (Check One):	Yes No			
Special Provisions:				

II. OBLIGATION OF CLIENT

Box 10027 Austin, Texas 78766
Phone: 866-334-3456 / Facsimile: 512-533-9497
♥Copyright Reality Based Group™, Inc. 2003

Page 1 of 1



Business Development Agreement

- A. CLIENT agrees to payment terms as stated above. If the CLIENT adds locations during the term of this agreement, the new locations will be billed at the above stated price. CLIENT agrees to pay the invoice amount for services rendered upon receipt of invoice.
- B. CLIENT agrees to inform CLIENT'S employees prior to RBG commencing the Services under this Agreement that its employees are subject to random performance evaluations, which may or may not include the use of audio and/or video surveillance equipment and/or involve the recording of phone conversations initiated by RBG scouts. In some states, consent of employees to record or video employee conversations and interactions may be required, and CLIENT agrees to obtain consents in the form prescribed by RBG from CLIENT's employees at the request of RBG prior to the time that RBG performs such services. Should an employee fail to consent to the recording or videotaping of his/her interactions, CLIENT agrees to inform RBG of that employee in writing prior to the time that services are rendered at that location.
- C. 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.
- D. CLIENT receives a non-transferable, non-exclusive, terminable right and license to play, show, exhibit or disclose the contents of any RBG Deliverable, subject to the restrictions stated herein. CLIENT agrees not to play, 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, audio or video tape (ii) the management personnel of CLIENT responsible for training and/or evaluating the performance of CLIENT'S employees, or (iii) other employees for 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. This clause survives the expiration or termination of this Agreement.
- E. CLIENT agrees to provide the logistical information necessary for RBG to facilitate filming, including but not limited to employee schedules, locations, addresses, and the information and schedules of employees, if any, who for any reason should not be captured on audio or videotape.

III. OTHER PROVISIONS

- A. Term. The Term of the Services begins on the date of this Agreement and continues until _____, 201_. At the expiration of the Initial Term, this Agreement will renew for a full term, i.e. the same as the Initial Term, unless Client gives written notice of its intent not to renew this Agreement within 60 days of the expiration of the Initial Term. For each subsequent term thereafter ("Renewal Term(s)"), this Agreement will renew for a full term following the expiration of that Renewal Term, unless Client gives written notice of its intent not to renew within

Box 10027 Austin, Texas 78766
Phone: 866-334-3456 / Facsimile: 512-533-9497
♥Copyright Reality Based Group™, Inc. 2003

Page 2 of 1



Business Development Agreement

60 days of the expiration of the applicable Renewal Term. All terms and conditions of this Agreement shall apply during any Renewal Term, except rates for all services and deliverables shall be RBG's rates then in effect, so long as such rate does not increase by more than ten percent (10%) annually. 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 BODILY 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; (III) CLIENT'S FAILURE TO OBTAIN EMPLOYEES' ADVANCE CONSENTS (OR CLIENT'S FAILURE TO NOTIFY RBG IN ADVANCE THAT AN EMPLOYEE IN SUCH CONSENT STATE HAS NOT CONSENTED) TO BE AUDIO OR VIDEO TAPED IN A STATE IN WHICH IT IS REQUIRED AND THAT RBG HAS NOTIFIED CLIENT THAT CONSENT IS REQUIRED, OR (III) THE SUBSEQUENT USE BY CLIENT OF ANY OF THE DELIVERABLES ONCE DELIVERED BY RBG TO CLIENT. 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. Sales Tax. The prices stated herein are exclusive of any sales tax. CLIENT shall be solely responsible for all sales taxes, if any, payable with respect to the Services and/or Deliverables. CLIENT shall indemnify and hold RBG harmless from any claims asserted against RBG related to CLIENT's nonpayment of sales taxes. CLIENT's obligations under this Section shall survive the termination or expiration of this agreement.

D. No Surveillance. It is expressly understood that RBG is not providing investigative, surveillance or security services of any kind hereunder.

Box 10027 Austin, Texas 78766
Phone: 866-334-3456 / Facsimile: 512-533-9497
♥Copyright Reality Based Group™, Inc. 2003

Page 3 of 1



Business Development Agreement

- E. 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. This agreement supersedes all previous oral and written agreements, with the exception of any provision in a previous agreement that specifically states that it survives termination of that agreement.
- F. 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.
- G. 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.
- H. 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.
- I. RBG's Copyrights, Trademarks, Trade Secrets and other Intellectual Property. CLIENT 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.
- J. 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.
- K. Testimonials. Client acknowledges that positive feedback and testimonials of RBG's existing clients are a component of RBG's outreach to and recruitment of new clients. Accordingly RBG may, from time to time, approach Client for such feedback and testimonials (in written or videotaped form) to feature on RBG's website and/or promotional materials. As a portion of the consideration for the Services and Deliverables provided by RBG hereunder (and provided RBG has satisfied all of its obligations hereunder and Client is satisfied with its experience as an RBG client), Client agrees to permit RBG to incorporate Client's testimonials in its promotional materials and Client shall use its good faith efforts (but without incurring any cost) to facilitate same.



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.

REALITY BASED GROUP, INC. (“RBG”)		CLIENT:	
By: _____		By: _____	
Name: _____ Print Name		Name: _____ Print Name	
Title: _____		Title: _____	
Date: _____		Date: _____	