

Modified Business Relationship Manager Agreement

** PLEASE NOTE: This document is a sample document only and will require
Legal review and tailoring to the needs and purposes of each individual and the removal of the DRAFT note. **

THIS MODIFIED BUSINESS RELATIONSHIP MANAGER AGREEMENT (the
"Agreement") is made this XXth day of XXXXXX, 2018, by and between the
following parties:

Urbanetectonics, LLC (the "Company")
Tanisha Bokally, Managing Partner (Signing Agent)
at
725 FM 1103 #133 Cibolo, Texas 78108
P: (210) 549-9115
Em: information@urbanetek2.com

and

Name ("Business Relationship Manager")
Address 1
Address 2
Address 3
Ph:
Ph:
Em:

1. Employment. The Company engages the Business Relationship Manager, and the Business Relationship Manager agrees to act as Business Relationship Manager for the Company, for a period of one (1) year from the date hereof, and this agreement shall be automatically renewed from year to year with the same terms and provisions, unless this agreement shall be terminated sooner in the manner hereinafter provided.

Business Relationship Manager is an independent contractor and NOT an employee of the Company, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of the Company. Nothing contained in this agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties.

Business Relationship Manager is solely responsible for paying all taxes incurred as a result of the performance of its services under this agreement and complying with all tax-related obligations. The Company has no obligation to pay or withhold any sums for Social Security, withholding, or other taxes.

The Business Relationship Manager is solely responsible for any expenses it incurs in performing its services under this agreement.

2. Job Description. The Company shall engage Business Relationship Manager to sell and promote as its authorized exclusive management consulting agent or non-exclusive management consulting agent [*check one*] for the following management consulting services and/or products of the Company, which may be changed by the Company for time to time.

This link https://issuu.com/urbanetectoricsllc/docs/product_guide_2017_v1 contains the current listing of the “Services and/or Products”. The Company shall, in its sole discretion, determine the sales price and terms of sale for all the services and/or products listed and unlisted for the Company.

Business Relationship Manager, except as trained by the Company, shall determine the method, details, and means of performing the job description described above; however, Business Relationship Manager agrees to devote a minimum of 20 hours per week to said services.

The Business Relationship Manager shall maintain contact with the Company via telephone, e-mail, or other agreed-upon means of communication with reasonable frequency to discuss sales activity within the Territory.

The Business Relationship Manager is under no restriction or obligation that may affect the performance of its obligations under this agreement.

The Business Relationship Manager does not currently represent or promote any products or services that compete with the Products.

The Company's appointment of the Business Relationship Manager is non-exclusive. The Company may appoint additional Business Relationship Managers in the Territory without liability or obligation to the Business Relationship Manager.

3. Nature of Business. The Company's nature of business is described as follows:

Competitive Advantage

We deliver comprehensive (QMS) Quality Management Solutions through an integrated project delivery method using a proprietary database of project management tools.

Positioning

We are a third party management consultant that serves as the (SPOC) Single Point of Contact for Owners, Managers, and Administrators who have a need for (QMS) Quality Management Solutions.

Product

We provide (QMS) Quality Management Solutions in 10 Core Areas: Operations, Human Capital, Facilities, Legalism, Marketing, Multi-Media, Safety, Data, Assets, and Project Management.

Price

We offer a valuable premium level of service and expect to receive premium compensation for those services and products.

Place

We distribute our services at the customer's place of operation.

4. Territory. The Business Relationship Manager will sell and promote the Products in the following geographical area, which may be changed from time to time by the Company: According to the current Zonal Map at our website www.urbanetek2.com, which includes *Schertz, Universal City, Seguin, New Braunfels, Kyle, Boerne, Cibolo, Converse, Selma, Spring Branch, Bulverde, Garden Ridge, San Marcos, Round Rock, Shavano Park, Canyon Lake, Live Oak, Stone Oak, Fredericksburg, and other North and North Eastern San Antonio suburbs outside of the 410 Loop.*

The Business Relationship Manager agrees to diligently work the territory assigned to him in an endeavor to secure business for the Company. The Business Relationship Manager shall devote at least 20 hours of such time, energy, and skill on a regular and consistent weekly basis as is necessary to sell and promote the sale of the Company's Products in the Territory.

5. Target Market. The Business Relationship Manager shall direct their sales and promotional efforts toward the following:

New Customers.

Business Classification

Type: Architectural, Engineering, Construction, Multi-Media, Technology, & Scientific

Size: > 50 Employees

Revenue: \$2 Million in Annual Sales

Geographic: Within 50 miles of Cibolo, Texas

Client Classification

Gender: Male

Age: 44 -62 Baby Boomers; 28 -43 Generation "X"

Location: Cibolo and surrounding areas within a 100 mile radius

Occupation: Owner, Manager, or Administrator

Income Level: >\$75,000

Family Status: Married

Ethnicity: None Specified

This description is not intended to be exhaustive but only to give examples of the nature and type of market in which the Company wishes our service and products to be sold.

Existing Customers.

The Business Relationship Manager acknowledges that the Company has existing relationships with those customers listed in our Client Relationship Management database and that there will not be any compensation for sales made by the Business Relationship Manager to Existing Customers.

6. Compensation. For services provided, the Company will pay Business Relationship Manager the commission percentage and payment of the Commission by the Company to the Business Relationship Manager shall be paid when the Company is paid according to the Commission Schedule at this link: <https://goo.gl/DcC3Di>

The Company will not be required to pay the Business Relationship Manager a commission in any of the following circumstances:

if prohibited under applicable Law,

if the Business Relationship Manager did not directly facilitate the sale of the Products to a customer,

on any sale to any customer that is directly or indirectly owned by or under common ownership with the Business Relationship Manager,

on any sales to Existing Customers,

on any sale of service or products to a customer occurring more than 0 days after the expiration or termination of this agreement, unless the sale is the direct result of the Business Relationship Manager's sales efforts before the termination or expiration, or

on any sale portion where the Customer is not current on installment payments and/or paid in full on the specified contract fees.

The Company shall pay the Business Relationship Manager its commissions within [COMMISSION PAYMENT DAYS] days of the Company's receipt of payment from the customer, based on the amounts actually received.

7. Additional Compensation. The compensation detailed in the Commissions Schedule is the Business Relationship Manager's sole compensation under this agreement.

The Company shall provide the Business Relationship Manager, at no cost, with sales and marketing materials relating to the Products.

The Company shall prepare samples for potential customers, as reasonably requested by the Business Relationship Manager, but only if the Business Relationship Manager has given the Company sufficient notice of its request.

The Company shall provide the Business Relationship Manager with current information as to improvements, upgrades, or other changes in the Products.

8. Rules and Regulations. Business Relationship Manager acknowledges that he/she may have access to the Company's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as the Company may designate as confidential ("Confidential Information").

Business Relationship Manager agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement, unless the Company grants express, written consent of such a disclosure. In addition, Business Relationship Manager will use his/her best efforts to prevent any such disclosure.

The Business Relationship Manager shall use the confidential Information solely for the purpose of selling and promoting the Products.

Confidential information will not include information that is in the public domain, unless such information falls into public domain through Business Relationship Manager's unauthorized actions.

The Business Relationship Manager's right to use the Company Marks derives solely from this agreement and is limited to performing its obligations under this agreement.

The Business Relationship Manager's usage of the Company Marks and any resulting goodwill will accrue solely to the Company's benefit.

The Business Relationship Manager recognizes the Company's exclusive right, title, and interest in and to all service marks, trademarks, and trade names used by the Company (collectively, the "Company Marks").

Business Relationship Manager agrees to abide by any other rules, policies and procedures as communicated by the Company.

9. Power to Bind. The Business Relationship Manager has not the authority to bind the Company in any manner.

10. Termination. This Agreement may be terminated for any reason or no reason by either party upon _____ (____) days written notice or immediately by the Company if (i) Business Relationship Manager fails to perform his/her duties or materially breaches any obligation in the Agreement, or (ii) Business Relationship Manager is unable to provide the services in this Agreement due to illness, death or disability.

The initial term of this agreement will begin on [TERM START DATE] and end on [TERM END DATE], unless terminated earlier.

Following the initial term, this agreement will automatically renew for successive [RENEWAL TERM PERIODS] terms, unless terminated earlier. If a party elects not to renew this agreement, that party shall provide Notice of that intention to the other party at least [NON-RENEWAL NOTICE PERIOD] days before the renewal date.

11. Property. Upon termination of services, the Business Relationship Manager will within [RETURN OF PROPERTY PERIOD] days of the termination or expiration of this agreement, return to the Company all drawings, documents and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, Business Relationship Manager will return any other property belonging to the Company including without limitation: computers, office supplies, money and documents.

12. Expenses. The Business Relationship Manager is solely responsible for any expenses it incurs in performing its services under this agreement.

13. Sales Books. Sales reports will be accumulated per month and reviewed by Quarter. The Business Relationship Manager's sales report will be accessible according to these payment periods.

14. Disputes. In any action, litigated or arbitrated, declaratory or otherwise arising out of this agreement, the successful party shall be awarded reasonable attorney's fees to be paid by the losing party.

15. Hold Harmless. The Company agrees to indemnify and hold Business Relationship Manager harmless from any and all liability, loss, or damage, including reasonable attorney's fees, which Salesperson may suffer as a result of claims, demands, costs, or judgments against Salesperson arising out of or resulting from Company's acts or omissions, violation of any law or governmental regulation, infringement of any patent, trade mark or trade name, product liability, law suits, or failure to ship acceptable goods timely.

16. Entire Agreement. This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

The parties hereto agree that failure by either party to strictly enforce any provision of this agreement shall not constitute a waiver or an estoppel, nor preclude either party from subsequent strict enforcement of any or all provisions hereof.

If any provision of this agreement shall be found invalid or unenforceable to any extent, the remainder of this agreement, or the application thereof to other situations, shall not

be affected thereby. This agreement shall be binding and inure to the benefit of the parties and their personal representatives, successors and assigns.

This agreement may only be amended by a written document signed by both parties.

The Business Relationship Manager may not assign this agreement or any of its rights or obligations under this agreement without the Company's prior written consent. The Company may assign this agreement or any of its rights or obligations under this agreement, effective upon Notice to the Business Relationship Manager.

The Business Relationship Manager is an independent contractor. Nothing contained in this agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties.

All notices and other communications between the parties must be in writing and addressed to the respective party as follows:

If to the Company: [COMPANY ADDRESS]

If to the Business Relationship Manager: [BUSINESS RELATIONSHIP MANAGER ADDRESS]

Notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax][or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

A Notice given in accordance with this agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth Business Day following mailing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

THE COMPANY:

(Signature)

(Name – Please Print)

(Position)

BUSINESS RELATIONSHIP MANAGER:

(Signature)

(Name – Please Print)