

## CLIENT BUSINESS DEVELOPMENT AGREEMENT

This agreement ("Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (Client), located at \_\_\_\_\_, and between Apex Momentum Business Development, LLC, otherwise referred to as AM Business Development (Company), located at 2591 Legacy Way, Grand Junction, CO 81503, also referred to herein collectively as the "Parties" and individually as a "Party" to provide details outlining the business relationship between the Parties, in connection with discussions, negotiations or executions with respect to a prospective and/or ongoing business relationship.

### Scope of Services

Under this agreement, AM Business Development offers research, development and execution services; along with corporate and individual coaching and accountability services; or any combination thereof, pertaining to the following categories:

1. Strategic Planning
  - a. Affiliate Marketing
  - b. Business Registration
  - c. Business Plans
  - d. Corporate Restructuring
  - e. Marketing Plans
2. Intellectual Property
  - a. Design
  - b. Patenting
  - c. Trademarking
  - d. Copy Writing
  - e. Copy Rights
  - f. Publishing, Manufacturing, and/or Distribution
3. Strategic Partnerships
  - a. Communications
  - b. Employment
  - c. Networking
  - d. Talent Scouting, Contracting, & Hiring
  - e. Other Services (provided by Contractors/Strategic Partnerships of AM Business Development – additional documentation may need to be agreed upon and signed outside of this agreement).
    - i. Accounting / Bookkeeping / Tax Services
    - ii. Branding – Design & Implementation
    - iii. Communication, Marketing, & Advertising
    - iv. Technology
    - v. Web Presence Development

If a Contractor is requested or required for a project, in order to promote and ensure efficient collaboration, all correspondence between the Client and the Contractor pertaining to their expertise and currently contracted scope of work will be between the Client and the Contractor. Any changes to the scope of work previously contracted will need to be negotiated with the contractor so additional services can be recorded and billed to the Client's account and as a safeguard against miscommunication. Apex Momentum, LLC is not held liable for any complications, complaints, or damages in relation to the services provided to the Clients by the Contractor or any communication that has transpired between the Client and the Contractor that the Company has not originated or perpetuated.

When necessary, the above-mentioned Client will provide all information requested by the Company to provide a complete Business Model. This information will include but is not limited to:

Number of Locations: \_\_\_\_\_

Ownership Structure: \_\_\_\_\_

Current Insurance: \_\_\_\_\_

Legally Represented by: \_\_\_\_\_

Category of Services: \_\_\_\_\_

\_\_\_\_\_

Date of Origin: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Est. GS next 12 months: (see attached) \_\_\_\_\_

Contact email: \_\_\_\_\_

Est. GS next 24 months: (see attached) \_\_\_\_\_

Primary Industries served: \_\_\_\_\_

\_\_\_\_\_

All the information above, along with any other necessary documentation (filled out at the Initial Project Consultation), must be disclosed by the Client no later than \_\_\_\_ / \_\_\_\_ / \_\_\_\_ in order to uphold the timeline quoted regarding completion of this agreement by the Company.

### **Guarantees and Warranties**

Company agrees to deliver requested services per below:

Service: \_\_\_\_\_ Duration: \_\_\_\_\_

Service: \_\_\_\_\_ Duration: \_\_\_\_\_

If at any time the Company is no longer needed or the duration of the contract needs to be extended, terms will be established in an amendment to this agreement, signed, and dated by the submitting party. This amendment can be in paper or electronic format and will be attached to this agreement within the Client's file to be held in the office of the Company. Additional copies available upon request.

### **Ownership Rights, Licensing, Materials or Intellectual Property**

Any Copyright or Trademarks remain as per legal and binding records on file. However, any Intellectual property created as a result of this contract are original and do not infringe upon the intellectual property rights of either parties.

Any sensitive or proprietary information is covered under the Company's NDA that must be signed in conjunction with or prior to the signing of this Agreement.

Signatures are required on all deliverables (documentation, prototypes, products, or services) for the security of both the Company and the Client. Other tracking and insurance are optional.

## Change Management Procedures

The Client will be assigned a Business Development Specialist, by the Company, that will partner with them to develop plans, strategies, and partnerships that are organized to help them stay focused, position themselves for success, and meet their goals. If there are internal or external circumstances that require a change in the Specialist assigned to this Agreement, the Client will be notified and worked with closely so that the transition is as smooth as possible.

## Resolution of Client Complaints

Any questions, concerns, or complaints will be researched and addressed by the Business Development Specialist assigned to their account. There will be a lapse of time no greater than one business day between receipt of the issue and a response. If additional time is needed for an answer or resolution, that will be discussed and addressed at the time of the initial response.

## Payment Terms

The fees associated with this document cover initial project consultation (due upon receipt of contract signatures); and a document fee (that secures the Company as coach for the agreed upon categories of services). This assures that the Company's relationship with the Client is industry exclusive within the Client's specific industry and within their geographic area, for the duration of the agreed upon services. It also covers transfer of all pertinent information from the Client to the Company, \*phone or email correspondence between the parties, and reflects an ongoing, or quarterly, coaching & accountability program, or other business development program has been purchased.

Any research, development, scheduled meetings, or execution hours required by the Company, per the rates below, to accomplish the services agreed upon, will be billed to the Client monthly. Other fees incurred by external entities or organizations, will be invoiced to the client monthly or charged directly by those external entities.

We scale our pricing to best serve our community(s) by offering start-ups, businesses **established within the last 36 months**, an introductory pricing as follows:

Initial Project Consultation:	FREE
Documentation Fee:	\$450 (Due at receipt of signatures)
Hourly Fee (Research/Development)	\$45/hr. (Due upon services rendered)

Any services rendered to companies that had been established for a **minimum of 36 months** will be charged our standard pricing of:

Initial Project Consultation:	\$350
Documentation Fee:	\$900 (Due at receipt of signatures)
Hourly Fee (Research/Development)	\$90/hr. (Due upon services rendered)

If terms are agreed upon (net 30), billing fees for monthly billing will be \$10/month, in addition to any applicable interest and late fees.

## Signatures

AGREED TO: [Client]

AGREED TO: [Company]

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_

By: Tamara S. Ruckdeschel, CEO  
Apex Momentum Business Development, LLC

Date: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Original

☐ Revision

☐ Cancellation