

Business Transformation Group (BTG)
ON-LINE CONSULTING AGREEMENT
Latest Revision – August 19, 2009

This Consulting Agreement (the "Agreement") is dated as of the "join date member client agreed to these terms on-line" (the "Effective Date"), and is made by and between Dranref LLC d/b/a Business Transformation Group (BTG), a Virginia company and –as described in the member client's registration form profile ("Client") with respect to certain services provided by BTG as described on the btgworks.com website. The parties hereby agree to the following terms and conditions in connection with such services.

1. Services. BTG agrees to assist the Client in its business change efforts by providing BTG's Standard Management Maturity Model and Standard Implementation Support Services and as more fully described in the "btgworks.com" website and the proposal provided by a BTG associate to client, if any, for an Enterprise client member, or the proposal provided to the "affiliate" for client members associated with an affiliate (the "Project"). In the event the Client requests additional services related to the Project, the scope of such additional services shall be as agreed by the parties and shall be governed by this agreement.

2. Compensation. The parties agree that Client will pay the scheduled fee described on the "btgworks.com" website for the respective membership levels and other professional services fees agreed to between Client and BTG. BTG reserves the right to change the schedule of membership fees at any point with thirty (30) days notice on the BTG website. The terms and conditions in this Agreement will stay in full force and effect throughout any annual or monthly membership changes and any additional services associated with the assessment results and recommendations provided to the Client.

3. Term and Termination. BTG services in connection with the Project shall begin on or about the "Effective date" and are expected to be completed on the membership termination date (after the 12 month membership, when a engagement is complete or when monthly fees for services are terminated). This Agreement shall govern all services provided by BTG in connection with the Project and any additional services related to the Project as agreed by BTG and Client. Either party may terminate the Project by giving (30) days' prior written notice to the other. In the event of any such termination, BTG shall be compensated pro rata for membership and professional fees with respect to services performed through the Effective date of termination in accordance with Section 2.

4. Confidentiality. BTG recognizes that certain confidential information concerning the Client will be furnished by the Client to BTG in connection with the Project ("Confidential Information"). BTG agrees that it will disclose Confidential Information only to those of its directors, officers, employees, advisors or agents who have a need to know such information, or to advisors designated by the Client. Confidential Information shall not include information that (i) is in the possession of BTG prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by BTG, or (iii) is or can be independently acquired or developed by BTG without violating any of its obligations under this Agreement.

The Client recognizes and confirms that BTG (a) will use and rely primarily on the Confidential Information provided by Client and on information available from public sources in performing the services contemplated by this Agreement without having independently verified the same, and (b) does not assume responsibility for the accuracy or completeness of the Confidential Information or such other publicly available information.

5. Use of BTG Name and Work Products. In connection with the Project, BTG may furnish the Client with reports, analyses or other such materials (the "Materials"). The Client understands and agrees that any such Materials will be furnished solely for its internal use and may not be furnished in whole or in part to any other person other than its directors, officers and employees without the prior written consent of BTG.

6. Work Product. Client shall have a perpetual, irrevocable, nontransferable, paid-up right and license to use and copy the Materials and prepare derivative works based on the Materials for its internal use, subject to the terms of Section 5. All other rights in the Materials, subject to the terms of Section 4, remain in and/or are assigned to BTG.

Client acknowledges that BTG may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the Materials and processes developed in performing the Project and any additional Services, and nothing contained herein precludes BTG from developing or disclosing such Materials and information provided that the same do not contain or reflect Confidential Information.

7. Limits on Liability. In no event shall BTG be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to BTG's Work, recourses or other material or information provided on the BTGworks home page whether in contract, tort, or otherwise, even if Client has been advised of the possibility of such loss or damages. Client further agrees that the total liability of BTG for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of BTG, whether in contract, tort, or otherwise, shall not exceed an amount equal to the amount actually paid by Client to BTG for BTG's Work during the twelve (12) month period preceding the date the claim arises. Client shall indemnify and hold BTG harmless against any claims by third parties, including all costs, expenses and attorney's fees incurred by BTG therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

8. Client Acknowledgment. It is the practice of BTG to serve multiple clients within industries, including those with opposing economic interests, as well as counter-parties in potential and actual merger, acquisition and alliance transactions. BTG is committed to maintaining the confidentiality of each client's information (generally as described in this agreement) in all such situations. Accordingly, the Client acknowledges the possibility and agrees that BTG may have served, may currently be serving or may in the future serve other companies whose interests are adverse to those of the Client, including parties with whom the Client (i) competes; (ii) has a commercial relationship or potential commercial relationship (e.g., suppliers, distributors); (iii) enters into competitive bidding situations; and (iv) enters into or considers entering into merger, acquisition, divestiture, alliance or joint venture transactions.

The Client acknowledges and agrees to BTG sharing non-identifiable data at an aggregate level, which may include client data along with other data without identifying the origin of the data. . This data will be shared with affiliate clients, partners and other groups for analysis and sales purposes to further learning and thought leadership toward improving small business growth and entrepreneurial management.

9. Independent Contractor. The parties agree that BTG is an independent contractor to Client and will not be deemed an employee of Client for any purpose whatsoever. Without limiting the foregoing, all income taxes arising from or in connection with professional fees paid by Client to BTG for the services provided under this Agreement shall be borne by BTG. Neither party nor such party's directors, officers, employees or agents, shall bind or make any commitment on behalf of the other party.

10. Arbitration. Any dispute, controversy or claim arising out of or in connection with, or relating to, this agreement, or the breach, termination or validity thereof, shall be finally adjudicated by arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in effect at the time of the arbitration, except as they may be modified by mutual agreement of the parties. The law that shall be applied is that of the Commonwealth of Virginia.

Dranref LLC, dba Business Transformation Group (BTG)