

SERVICE AGREEMENT and AUTHORITY TO PROCEED

Parties in the Agreement:

This Service Agreement and Authority to Proceed (referred to herein as "Agreement") is made between RemoveBadReviews.com (hereinafter referred to as RBR), a Delaware LLC. with its primary place of business at 189 South Orange Avenue, Suite 1800R, Orlando, Florida, 32801 and _____, (hereinafter referred to as Client), whose address is _____ and whose email address is _____ and contact phone number is _____.

1. Services:

1. RBR provides a service that works to permanently remove online negative and bad reviews that have been posted regarding Client on a review website(s).
2. That Client has a need for such services and has requested that such services be provided to it.
3. That Client hereby agrees to engage RBR to remove the following negative reviews (Total Reviews Contracted: ____, Specifically described in attached, Exhibit A).

2. Term of Services:

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of Services or 90 days from the date of this contract, whichever event sooner occurs. If Client cancels this Agreement prior to the 90-day term, Client will be responsible for and liable to RBR for any removal efforts that commenced during the contract period and that subsequently are removed or deleted within 30 days of Client's cancellation. The 90-day term may be extended with the written consent and acknowledgement of both Parties for another 90 days, or such other time as the parties may agree. Email verification of any extension is acceptable and the same terms and conditions as set forth in this contract shall remain in full force and effect during the period of any extension. Client will be responsible for payment to RBR for any contracted review that is removed or deleted during this 90-day period and for those that commenced within the 90-day contract period and were removed or deleted within 30-days after the completion of the contract period.

3. PERFORMANCE GUARANTY:

1. Client will have no obligation, financial or otherwise, to RBR in the event RBR is not successful in having removed the review(s) contracted for. If multiple reviews are contracted for and only a portion of them are removed, Client's financial obligation remains and exists only for those which were removed but not for those that were not removed. As review(s) are removed it/they will be billed and invoiced to Client within 7

days or less of each removal. However, any delay in sending an invoice to Client for reviews that were removed does not relieve or forgive Client of their financial obligation.

2. Client understands and agrees that **RBR is not guaranteeing any results and does not guarantee the removal of any review or rating**. RBR has an excellent success rate but can never guarantee that a specific review will be removed or deleted. As such, RBR only charges Client and is only to be paid by Client upon the removal or deletion of the specific review(s) contracted for.
3. If within 30 days the same reviewer reposts the same review from the same IP address as the original post that RBR had deleted or removed, RBR will use best efforts to have the review removed again for no additional fees to Client. Although success is likely, there are no guarantees of success for the subsequent removal.

4. **Compensation:** Client shall be charged the following fee(s):

1. \$_____ for each of the reviews referenced in paragraph 1(c) above and attached Exhibit A.
2. Payment shall be made by Client to RBR within 72 hours of receiving a detailed invoice of the services provided and completed. Invoices will only be sent after the successful deletion or removal of the contacted review(s).
3. All payments made to RBR shall be made by Client via wire transfer or check payable to Remove Bad Reviews.
4. Client may choose to pay by credit card so long as Client agrees that a 2.9% Service Fee will be added to Client's invoice. This Service Fee shall be paid along with payment for the services rendered by RBR for having removed the reviews Client has contracted for.

5. **Penalties for Failure to Pay:**

1. Because **RBR does not get compensated unless and until the contracted negative review(s) is/are removed, payment shall be made timely**. Any late payment shall be deemed a material breach of this Agreement and all costs and fees associated with any enforcement action to collect the fees owed shall be the responsibility of the Client.
2. If Client fails to pay pursuant to this contract, RBR has the right to reinstate any negative review(s) that RBR had removed or deleted. An exercise of this option shall not relieve Client of its financial obligation to RBR or RBR's right to enforce the collection of the delinquent debt from Client.

6. **Mediation and Legal Fees**

The parties will attempt to promptly, amicably, and confidentially resolve any dispute or controversy arising out of or relating to the formation, performance, or termination of this Agreement; provided, however, if the parties are unable to reach a settlement amicably, such dispute will be submitted to pre-suit mediation before a single mediator. The choice of mediators shall be mutually decided by the parties. If an agreement cannot be

reached concerning a choice of mediator, each party shall then choose one mediator and the two mediators shall jointly select a 3rd. All attorney fees, mediator fees, and related expenses shall be borne by each respective party (the cost of 3rd mediator, if necessary, shall be equally shared between the parties). Mediation may be formal or informal mediation, at the election of RBR. In the event a resolution cannot be reached during mediation, the prevailing party in Court shall be entitled to damages, plus full reimbursement for all attorney fees, mediator fees, and associated litigation expenses.

7.Exclusive Jurisdiction and Venue:

The parties agree that any legal action, mediation, arbitration, suit, or proceeding arising out of or relating to this Agreement or the agreements and transactions contemplated hereby shall be instituted in the state court in Orlando, Orange County, Florida which shall be the exclusive jurisdiction and venue of said legal proceedings. Each party consents to the personal jurisdiction of such courts and waives any objection that such party may now or hereafter have to the personal jurisdiction of such courts or the laying of venue of any such action, suit or proceeding.

8. Confidentiality:

Unless expressed by written mutual consent of the parties, neither party shall disclose the identity of the other party to others. The exception is that Client may disclose the identity of RBR to others for purposes of making a recommendation of RBR's services to others. RBR will not disclose the identity of Client to others for marketing or promotional purposes, unless permission is specifically confirmed in writing by Client.

8.Mutual Agreement and Understanding of the Parties:

1. The parties agree that in the event a dispute or disagreement arises between them that Client will not post or cause to be posted a negative review about RBR. The parties agree to resolve any differences or disputes which may arise only as is set forth in paragraph 6 above.
2. Client shall not post, cause to be posted, or disparage RBR with any negative reviews or online comments regarding RBR in the event RBR is not successful in removing or deleting the contracted reviews during contract period.
3. This Agreement is non-assignable to any 3rd party by Client, without the express written consent of RBR.
4. That RBR shall be the sole and exclusive company, person, or entity that is working on removing or deleting the bad or negative review(s) which are being contracted for. This includes the Client itself and any of its employees or representatives. Any review removed or deleted during this contract period shall be credited to RBR, unless otherwise mutually agreed upon in writing by the Parties.

Date and Signatures:

By:

RBR: REMOVEBADREVIEWS.COM

Signature of Authorized Representative of RemoveBadReviews.com

Date: _____

By:

Client: _____

Signature of Authorized Representative of Client:

Date: _____

