

EXHIBIT B – MUTUAL DEFINITIONS AND INTERPRETATIONS.

This Exhibit B is an exhibit to and incorporated by reference into the Agreement and each applicable SOW, as such terms are referenced and defined below. Capitalized terms used and not otherwise defined or amended in this Exhibit have the meanings respectively assigned to them elsewhere in this Agreement or applicable SOW.

I. Certain Defined Terms

The following capitalized terms shall have the meanings respectively assigned to them in this Section:

"Affiliate" of a referenced person shall mean (i) any subsidiary or parent of such person, (ii) any other person directly or indirectly controlling, controlled by or under common control with the referenced person, whether through ownership, by contract, arrangement or understanding or otherwise, which shall be presumed to exist if the referenced person has more than ten percent of the equity of, profits from or voting power respecting such other person or vice versa, or (iii) any director, officer, partner, manager or other executive of or partner, member or joint venturer in such person or any Affiliate of such person, or any member of his or her immediate family (including any parent, spouse or child, wherever residing). The Affiliates of SPAR include (without limitation) each other SGRP Company as well as SPAR Administrative Services, Inc., and SPAR Business Services, Inc. However, no Party shall (for the purposes of this Agreement) be treated as or deemed to be an Affiliate or Representative of any other Party.

"Agreement" shall mean the agreement between the Parties incorporating this Exhibit by reference (whether a Services Agreement or otherwise) dated and effective as of the Effective Date, together with each applicable SOW, the Mutual Provisions, Mutual Interpretations, Additional Fees Schedule, Address Schedule and all other attached or incorporated schedules and exhibits to such agreement, as the same may be supplemented, modified, amended or restated from time to time in the manner provided in Mutual Provisions.

"Claim" shall mean any claim, demand, notice, action, case, suit or proceeding of any kind, nature or description (whether administrative, judicial or otherwise).

"Confidential Information" shall mean any and all proprietary or other confidential documents, information, materials or records not available to the general public respecting (among other things) any Discloser's agreements, assets, business, clients, concepts, condition, controversies, copyright, costs, customers, data, designs, discoveries, events, expenses, finances, ideas, improvements, income, instructions, Intellectual Property, inventions, know-how, layouts, liabilities, management, merchandisers, methods, operations, patents, payroll, performance, personnel, plans, practices, prices and pricing, products, programs, proposals, prospects, relationships, services, software, source code, strategies, suppliers, systems, taxes, techniques, technology, templates, trademarks, trade names, trade secrets, vendors, web site, work product or other proprietary or confidential property, rights or information, whenever acquired, created or existing. "Confidential Information" may be in written, electronic or other form and shall include (without limitation) any and all similar documents, information, materials or records pertaining to any current, former or potential client, customer, retailer, vendor or employee or any other person (including, without limitation, any applicable provider or retailer of goods or services) where a Discloser is bound by a similar confidentiality obligation to such person. However, "Confidential Information" does not include anything to the extent that it: (1) is already in or enters the public domain or is or becomes otherwise available to the public through no breach of this Agreement; (2) prior to receipt from a Discloser was already known to or held by any Receiver (as reasonably provable by its records); (3) was acquired or received from a Third Party unless the Receiver actually knew at the time that such Third Party was prohibited from making such transfer or disclosure; or (4) is subsequently learned or developed independently by a Receiver (as provable by its records). Where information is Confidential Information consisting of separable parts and one or more parts (but not all of them) cease to be Confidential Information pursuant to the requisite events or circumstances, the remaining part(s) of such Confidential Information will not be affected by such cessation. For clarity, (A) neither Party is required to disclose any Confidential Information it possesses respecting any other person without such person's consent, (B) data that could be reacquired without breach of this Agreement is not the "Confidential Information" of either Party, and (C) the existence and generic nature of any business between the Parties is not the "Confidential Information" of either of them. The "Confidential Information" of each Party includes (without limitation) the Confidential Information of such Party's parent, subsidiary and sister companies and other Affiliates.

"Intellectual Property" shall mean any and all names, trademarks, trade names, trade dress, service marks, insignias, designs, artwork, logos, copy, works of authorship, domain names, software, source code, inventions, ideas, concepts, techniques, improvements, developments, trade secrets, other intellectual property, and similar intangible property, deliverables or work product, or any and all entitlements, rights, licenses, privileges or interests in or to any such property, in each case (i) worldwide, (ii) whether now or hereafter existing, acquired, created, developed or improved, (iii) whether owned, licensed or otherwise held or used individually, exclusively or otherwise, (iv) whether or not existing, acquired, created, developed or improved in connection herewith, and (v) whether or not capable of being registered, copyrighted, patented or similarly protected. The Intellectual Property of each Party includes (without limitation) those of its parent companies, subsidiaries and other Affiliates, and the Confidential Information of each Party includes (without limitation) its Intellectual Property.

"Losses" shall mean any and all losses, liabilities, damages, judgments, settlements, penalties, fines, costs and expenses of every kind, nature or description, including (without limitation) court costs and the reasonable fees, expenses and disbursements of attorneys, paralegals and other professionals.

"Material" shall mean any product, packaging, display, equipment or other good or fixture (as such terms are defined under applicable personal property security interest law) to be merchandised or used on-Site in the Services (other than tools of SPAR).

"Permitted Disclosure" shall mean the provision of by a Receiver of any Confidential Information (A) in connection with any proceeding under or relating to the enforcement of a Party's rights under this Agreement, (B) to the extent required by any judicial process, government order or requirement, or anti-trust, securities, tax or other applicable law, and the potential discloser shall give the Disclosing Party prompt notice thereof (other than respecting any disclosure required by applicable anti-trust, securities, tax or similar applicable law), (C) to other related Receivers who have a reasonable need for such information, (D) to their accountants, attorneys, financiers and other advisers to the extent they have a reasonable need for such information and are bound by similar confidentiality obligations, (E) to or for a retailer (directly or through any Representative) to the extent pertaining to such retailer, the goods or

services it offers or any service that has been or will be performed at such retailer's locations, (F) to or for a provider of goods or services (directly or through any Representative) to the extent pertaining to such provider, the goods or services it provides or any service that has been or will be performed in respect of such goods or services, and (G) in accordance with this Agreement or any other applicable written agreement among the Parties. In any event, a Receiving Party shall be responsible for any breach of this Agreement by any of its own Receivers.

"**Purchase Order**" shall mean any form of purchase or work order or the like used or required by the Client or any of its Affiliates in connection with any of the rights or obligations of either Party under this Agreement or any SOW, in each case whether or not referencing this Agreement or any of the Services or SOWs, whether from or referencing the Client or any of its Affiliates, whether or not in any way signed, "accepted" online or otherwise authenticated by the Company or any of its Affiliates, and whether sent, received or authenticated before or after the date hereof. For clarity, no Purchase Order shall (or shall be deemed or construed to) supplement, modify or amend this Agreement or any SOW or to be a SOW.

"**Representative**" shall mean any shareholder, partner, member, director, executive, manager, officer, employee, contractor or subcontractor (in each case excluding a Party in the case of the other Party and excluding both Parties in the case of a Third Party), attorney, agent or other representative of the referenced person or any of its subsidiaries or other Affiliates.

"**SGRP**" shall mean SPAR Group, Inc., a Delaware corporation.

"**SGRP Company**" shall mean SGRP or any direct or indirect subsidiary of SGRP (including the Company). The subsidiaries of SGRP at the referenced date are listed in Exhibit 21.1 to SGRP's most recent Annual Report on Form 10-K as filed with the U.S. Securities and Exchange Commission (a copy of which can be viewed at the Company's website (www.sparinc.com) under the tab/sub-tab of Investor Relations/SEC Filings).

"**SOW**" shall mean any applicable work order, statement of work, change order or the like made in writing and signed by both Parties to specify Services and pricing and supplement this Agreement, together with all schedules and exhibits to attached to or incorporated by reference into such SOW, as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided in this Agreement.

"**Third Party**" shall mean any individual, business, entity or other person that is not an Affiliate of either Party, which Third Parties shall include (without limitation) any retailer or customer not affiliated with either Party for whom or at whose locations services are being performed by or on behalf of SPAR, and shall exclude any direct or indirect subcontractor or other Representative of the Client or SPAR.

II. Singular and Plural Forms, Headings, No Third Party Beneficiaries, and other Interpretations.

In this Agreement: (a) the meaning of each capitalized term or other word or phrase defined in singular form also shall apply to the plural form of such term, word or phrase, and vice versa; each singular pronoun shall be deemed to include the plural variation thereof, and vice versa; and each gender specific pronoun shall be deemed to include the neuter, masculine and feminine, in each case as the context may permit or required; (b) any bold text, italics, underlining or other emphasis, any table of contents, or any caption, section or other heading is for reference purposes only and shall not affect the meaning or interpretation of this Agreement; (c) the word "event" shall include (without limitation) any event, occurrence, circumstance, condition or state of facts; (d) this Agreement includes each schedule and exhibit hereto and each SOW, all of which are hereby incorporated by reference into this Agreement, and the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Agreement (including all schedules and exhibits hereto) and the applicable statement(s) of work as a whole and not to any particular provision of any such document; (e) the words "include", "includes" and "including" (whether or not qualified by the phrase "without limitation" or the like) shall not in any way limit the generality of the provision preceding such word, preclude any other applicable item encompassed by the provision preceding such word, or be deemed or construed to do so; (f) unless the context clearly requires otherwise, the word "or" shall have both the inclusive and alternative meaning represented by the phrase "and/or"; (g) each reference to any financial or reporting control or governing document or policy of SPAR shall include those of its ultimate parent, SPAR Group, Inc., or any Nasdaq or SEC rule or other applicable law, whether generically or specifically, shall mean the same as then in effect; (h) each provision of this Agreement shall be interpreted fairly as to each Party irrespective of the primary drafter of such provision; and (i) the provisions of this Agreement are for the exclusive benefit of the Parties hereto, and except as otherwise expressly provided herein with respect to a Party's Affiliates and their Representatives (e.g., confidentiality, indemnification or the like), no other person (including any creditor), shall have any right or claim against any Party by reason of any of those provisions or be entitled to enforce any of those provisions against any Party.

III. Financial Statement Availability.

As a SGRP Company, the Company is included in the consolidated financial statements of SGRP and its subsidiaries. SGRP files Annual and Quarterly Reports with the Securities and Exchange Commission as a "smaller reporting company". SGRP's Annual Reports contain the audited consolidated financial statements of the SGRP Companies, while its Quarterly Reports contain the interim unaudited consolidated financial statements of the SGRP Companies (prepared on a review basis), in each case at the dates and for the periods indicated in those reports. Copies of the SGRP's Reports can be viewed on or downloaded from the Company's website (www.sparinc.com) at any time without charge under the tab/sub-tab of Investor Relations/SEC Filings).