

Independent Contractor Agreement

Advanced Feedback Independent Contractor Agreement for Mystery Shoppers

To be an Independent Contractor mystery shopper for Advanced Feedback, Inc., you must accept the following Terms & Conditions. Please read the entire agreement and indicate below that you read, understood and agree to it.

Screening, Training, and Referral

As consideration for your entering into this Agreement, Advanced Feedback will review your skills, Abilities, and qualifications to perform the services needed for you to become an Advanced Feedback Shopper. Based upon that review, we may provide you with the additional specialized training necessary to enable you to meet all of the qualifications of a Shopper and to be fully trained and able to compile the data necessary for our Reports. If necessary, this training will include, but not limited to, reviewing and passing our in-house or on-line training program. As a minimum, all applicants will complete the Level I analysis, satisfactorily, and Step 3 of this registration process to be considered a qualified Shopper.

Once you are considered a qualified Shopper, we will contact you and inform you of Client projects in your area if there are any available and if you meet the restrictions of the assignment. If you are interested in an advertised assignment and notify Advanced Feedback in writing of your interest (an email response), then you are agreeing to accept the assignment. Telephone based assignments will be advertised in a similar way, but will usually be grouped in batches of multiple phone shops. Advanced Feedback may have advertised the assignment to more than one candidate. If you are chosen, you will receive a call or written notification that you were selected and therefore expected to meet your obligation. With any mystery shopping assignment, Advanced Feedback will provide you with all of the specialized forms necessary for you to record the data you obtain from the Agent or Client property and any other relevant requirements concerning the project. Most data entry forms will be in the form of a web based survey, an e-mail, or an attached document. Many phone shop assignments will also require the complete telephone conversation and rings to be recorded. As part of your training you will receive instructions on how to use the Advanced Feedback phone shop recording system. With each assignment, Advanced Feedback will inform you of the amount that you will be paid for the collection of the data, plus the maximum purchase reimbursement if applicable.

If you subsequently decline an assignment, Advanced Feedback shall have the sole discretion to determine if and when you will receive another potential assignment. You understand that Advanced Feedback has the sole power to decide whether or not Advanced Feedback will refer a particular assignment to you. You agree that any decision by Advanced feedback about your qualifications to act as a Shopper is in the sole discretion of Advanced Feedback, and that the decision shall not be challenged by you.

Independent Contractor Status

You agree that you are entering into a relationship with Advanced Feedback, Inc. as an Independent Contractor (IC) and not as an employee.

To maintain an Independent Contractor status you agree that you meet the generally defined characteristics of an Independent Contractor, that is, you market your mystery shopping services to a number of clients, you are free to take on clients and projects as you choose, you get paid by the project

not by the hour, you provide your own tools and materials to complete projects, you are responsible for your own expenses, and you are in control of how and when you complete projects.

Based on your IC status, Advanced Feedback, Inc. will not withhold any income taxes or pay the employer portion of Social Security and Medicare taxes. In accordance with Federal tax law, Advanced Feedback, Inc. will mail to each IC a completed tax form 1099 if the IC fee income (not expenses) exceeds \$600.00 during a calendar year. As we are not requesting your Social Security number or EIN at the time of registration, we will request that you provide it if and when your earnings exceed the \$600 threshold as required by law.

Advanced Feedback, Inc. will not be responsible for any automobile accident, on-site assignment accidents, unemployment insurance, workman's compensation of any sort and/or any insurance coverage. IC is responsible for reporting and paying his/her applicable taxes.

IC Agreement with Advanced Feedback, Inc.

This agreement is between You, the Independent Contractor, and Advanced Feedback, Inc. Upon completion and transmission of this Independent Contractor Agreement, you will be entered into our database as an Independent Contractor (IC) only, with no employee status. Mystery shops will be offered on a periodic basis. Your responsibility will be to complete the mystery shops you choose to conduct according to the specifications and instructional guidelines provided by Advanced Feedback, which are typically emailed to you.

As an IC, you agree that any shops you accept will be accurately and honestly documented and completed within the time period indicated in the instructions. Completed survey(s) must be turned in within 24 hours after the shop is completed unless the project specifies otherwise. Advanced Feedback, Inc. assumes no liability and will not be held liable for payment to any IC who reports back to Advanced Feedback, Inc. late, inaccurate, invalid or with incomplete work. Payment to IC for completed and acceptable work will be made within 60 days from the date of the submitted, completed and accepted assignment via check or Paypal. Due to the administrative and postage expense, there will a \$2.00 deduction from shopper pay and/or reimbursements made by check. Some assignments may require a significant amount of cash and/or credit to complete the shop. While a portion, or all, of these expenses may be reimbursable, the shopper's personal finances must be sufficient to carry these costs until the agreed 60 days is met. This period is often needed to allow time for the end user to verify your report is per instructions and then be added to their schedule of vender payments. Carefully review the requirements of each assignment to ensure you are financially capable of meeting the cash/credit requirements.

As an IC, you understand that your services will be rendered at various locations that may involve use of transportation. Transportation costs such as gas, mileage, tolls, parking, etc. are your responsibility and will not be reimbursed by Advanced Feedback, Inc. unless otherwise specified. If an assignment is to be completed on a certain date or during specific hours, then the date and hours will be included in the assignment instructions sent to you and you are expected to complete the assignment only during these dates and hours. Assignments not completed during specified dates or hours will be considered invalid and you will not be compensated for that specific assignment. Also, you are responsible for calling the location before the shop, to ensure the location is open. If a shop is attempted, and the location is not open, you will not be paid for the attempt.

If IC fails to complete an accepted shop under the specific instructions and guidelines provided by Advanced Feedback, the IC shall be responsible for the reimbursement to Advanced Feedback for any and all shopping fees as well as reimbursement fees that may be forfeited by Advanced Feedback due to the lack of performance on the part of the IC. IC will forfeit any right to payment or reimbursed expenses for any late, incomplete, inaccurate or fraudulent information provided in any given shop report completed by IC.

If at any time IC becomes employed or has a relative or friend that is employed by a client that Advanced Feedback, Inc. has assigned the IC, the IC agrees to decline the assignment and/or notify Advanced Feedback, Inc. of such employment. If IC works for another Mystery Shopping company or one offering similar services, he/she will not disclose any information about Advanced Feedback, Inc. to the opposing company.

You, the IC, agree to indemnify and hold harmless Advanced Feedback, Inc., together with its Clients, against all liabilities, costs, fees, expenses, and damages (including without limitation, defense costs) arising from or asserted as a result of the performance by you of your duties under this Agreement, or arising as a result of any wrongful or negligent act by you, or arising as a result of your violation of any law, statute, ordinance, code or regulation.

Advanced Feedback agrees to hold IC harmless for any actions taken or decisions made based on valid and accurate information presented in any given submitted mystery shop.

Advanced Feedback, Inc. shall be entitled to reasonable attorney fees, costs of collection and court costs incurred in efforts to enforce this Agreement with IC for any reason whatsoever.

Telephone based mystery shopping requires that project calls be recorded for the Client's stated purpose of monitoring and training their employees. Contractor agrees that all or part of their calls utilizing the Advanced Feedback telephone system will be recorded for this purpose and for the purpose of Advanced Feedback's own quality control and training.

IC agrees to return all formats, manuals, software and hardware provided by Advanced Feedback to the IC, upon verbal or written notice by Advanced Feedback. IC agrees that all information, whether verbal, written or otherwise provided, is of a proprietary nature and important to Advanced Feedback's competitive position. IC agrees not to discuss formats, processes or work performed on behalf of Advanced Feedback with other companies conducting services of a like nature. IC agrees not to disclose the confidentiality of Advanced Feedback, Inc. information or any part thereof, to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever, without the consent of Advanced Feedback, Inc. Under no circumstances will the IC ever disclose, during the course of the job assigned that he/she is a mystery shopper, secret shopper, evaluator, auditor, or anything of the like pertaining to the description of his/her purpose for Advanced Feedback, Inc. The IC may never contact any of Advanced Feedback, Inc's clients directly for any reason at any time. Violation of this clause of the agreement will result in IC ending their relationship with the client and forfeiting any due compensation.

The agreement shall remain in effect for a period of thirty-six (36) months, and will automatically renew for additional terms of twenty-four (24) months each, unless you or Advanced Feedback inform the other party in writing of the decisions to terminate this Agreement at the end of the initial term or any renewal term.