



# SHOPPER AGREEMENT

## A CUSTOMER'S POINT OF VIEW

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**INDEPENDENT SHOPPER AGREEMENT** between A Customer's Point of View, Inc. (ACPVIEW) and Shopper. ACPVIEW provides service evaluations (mystery shops) for its clients and periodically retains Shoppers to assist in certain specific evaluations. Shopper agrees to provide such assistance to ACPVIEW on the terms below:

- 1. RELATIONSHIP:** Shopper is an independent contractor and is responsible for the conduct of his/her assignment and/or business in compliance with all applicable laws. Shopper agrees that:
  - a) Shopper will prepare fully for each assignment according to written and verbal guidelines provided by ACPVIEW. While performing an assignment, Shopper will devote full attention to the project and conduct him/herself in a professional manner.
  - b) Shopper will indemnify and hold ACPVIEW harmless for any third party liability arising out of shopper's conduct of his/her assignment and/or business.
  - c) Shopper is responsible for payment of any federal, state or other taxes on any fees earned for providing services to ACPVIEW. ACPVIEW will not withhold taxes, but will transmit a 1099 Miscellaneous Income form to Shopper and to appropriate agencies if Shopper's combined fees earned in a calendar year warrant the filing of such documents as required by law. Shopper will maintain his/her own records for tax purposes.
  - d) Shopper is not an employee of ACPVIEW or of ACPVIEW's Clients. Shopper has no authority to and may not accept orders for, bind, or obligate ACPVIEW or its Clients in any way. Shopper has no authority to and may not solicit client business or recruit other independent shoppers for ACPVIEW unless specifically authorized by ACPVIEW to do so.
  
- 2. SERVICES.** ACPVIEW may offer Shopper occasional evaluation assignments and further agrees the (1) Shopper may accept or reject any such assignment and (2) Shopper is free to engage in any other activities Shopper desires when not engaged on an assignment for ACPVIEW. Likewise, ACPVIEW has no obligation to contact Shopper about available assignments.
  
- 3. FEES AND REIMBURSEMENTS.** ACPVIEW and Shopper will agree in advance on a fee and/or expense reimbursement amount. ACPVIEW will pay that fee and/or reimbursement. Shopper will provide the original or copy of an expense receipt with the completed assignment report, if expenses are to be reimbursed. ACPVIEW will not pay a fee or reimbursement to Shopper for incomplete evaluation reports.
  
- 4. TERM OF AGREEMENT.** This Agreement commences upon Shopper's acceptance of first assignment. Either party may terminate this Agreement at any time with or without cause by giving written notice to the other party.
  
- 5. RESTRICTIVE COVENANT.** Shopper may provide independent Shopper's services to other shopping firms, which compete with ACPVIEW. However, for two years after acceptance of any assignment for ACPVIEW, Shopper will not engage in, own an interest in, manage, control, become employed by, represent, participate in or be connected to the management or control of any business which provides mystery shopping programs or competes with ACPVIEW; or attempt to influence ACPVIEW Clients to place their business with any other individual or business.
  
- 6. CONFIDENTIALITY.** Shopper will not reveal or show to any outside party the nature and method of the evaluation assignment, the questionnaire used for the evaluation assignment, the location(s) Shopper was assigned to evaluate, the name of the businesses the Shopper evaluated, the frequency the Shopper was called about assignments, or guidelines Shopper was given about any evaluation assignment. In providing services to ACPVIEW, Shopper acknowledges that he/she will have access to and knowledge of information of a confidential nature and agrees that he/she will not disclose this information to any individual or business entity. Any

information not generally available to the public shall be construed as confidential for purposes of this Agreement. ACPVIEW will not reveal Shopper's identity to anyone, including Clients.

**7. ACPVIEW PROPERTY.** Shopper agrees that all records, reports, and other documents relating to ACPVIEW's business which Shopper shall use during a shopping assignment shall remain the sole property of ACPVIEW. Upon termination of this Agreement by either party, Shopper will promptly return to ACPVIEW originals and all copies of such materials and documents.

**8. BREACH OF CONTRACT.** ACPVIEW shall be entitled to a preliminary injunction restraining Shopper from a breach or threatened breach, provided, however, that nothing herein shall be construed as prohibiting ACPVIEW from pursuing any other remedies available for a breach or threatened breach, including recovery or damages from Shopper.

**9. ASSIGNMENT.** This Agreement may not be assigned or transferred to any person or business entity without prior written approval of ACPVIEW corporate officer.

I hereby agree to treat all information provided and gathered, including all information, communications, both oral and written, electronic media, statistics, data, instructions, financial information, as private and confidential as such information is proprietary to ACPVIEW's clients, affiliates and counsel. All information shall only be used as necessary to fulfill the purposes of any particular assignment and I agree that the terms of any assignment, and the fact that I have been engaged in the assignment, are confidential and the contents hereof may not be released by any third party (ies) or entity, without the express written consent of either A Customer's Point of View, Inc., or their lawful representatives.

By accepting this agreement I am representing that I am fully familiar with and my services are in compliance with all applicable laws, statutes, regulations, or other administrative rules concerning the nature, scope, methods and compensation for the assignment. I further agree to maintain applicable liability insurance at all times during which I am providing services hereunder and that in addition I will indemnify, defend and hold harmless, A Customer's Point of View, Inc., their clients, their officers, principals, affiliates and counsel.

By accepting this assignment, I agree and represent that I am not under contractual or other form of obligation to any person(s), entity(ies), firm(s) which would deem my acceptance of this assignment as a breach of contract. I further agree to act as a liaison between A Customer's Point of View, Inc., their clients, their officers, principals, affiliates and counsel in maintaining current records of the location of all persons providing services hereunder and securing their ongoing responsibility to cooperate with A Customer's Point of View, Inc., their clients, their officers, principals, affiliates and counsel with respect to any claims, litigation or other use of the information derived by me as a result of this assignment.

In accepting audit assignments, I understand that I will not be reimbursed nor compensated for expenses or services and that I will be paid the posted fee only for audits which I submit valid piracy documentation. I also understand that by submitting more than one audit report/piracy documentation per location for this project, my actions will be considered fraudulent and ACPVIEW will terminate my services.

I acknowledge that I have fully read the forgoing and hereby agree to all of its terms and conditions and that I have the lawful authority to execute same.

The terms of this agreement between A Customer's Point of View, Inc., and Auditor shall remain in effect until either party terminates agreement. ACPVIEW reserves the right to terminate contract with or without cause and without written or verbal notification. The confidentiality contemplated by this agreement and put in place by operation of this agreement shall bind parties even upon cessation of contractor relationship.

Any breach of any of this agreement shall be a material breach of contract and either party retains any rights of recourse. This Agreement contains the entire agreement of the parties, may only be amended by the parties and shall be governed by the laws of the State of Georgia Shopper's application to mystery shop for ACPVIEW indicates his or her acceptance of this Agreement.