



SHOPPER AGREEMENT

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

- I. 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 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.
 - C) By accepting this agreement Shopper represents that they are fully familiar with and Shopper services are in compliance with all applicable laws, statutes, regulations, or other administrative rules concerning the nature, scope, methods and compensation for the assignment. Shopper further agrees to maintain applicable liability insurance at all times during which Shopper provides services hereunder and that, in addition, Shopper will indemnify, defend and hold harmless, A Customer's Point of View, Inc., their clients, their officers, principals, affiliates and counsel for any third party liability arising out of shopper's conduct of his/her assignment and/or other business.
 - 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.
 - E) Shopper has no authority to contact ACPVIEW's clients. Any contact or threat of contact will result in an immediate termination of Shopper services and will be treated as a Breach of Contract.

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. If required, Shopper will provide the original or copy of an expense receipt with the completed assignment report. ACPVIEW will not pay a fee or reimbursement to Shopper for incomplete or invalid evaluation reports or for reports that are not submitted. Shopper understands that by submitting incomplete or invalid reports, Shopper actions will be considered fraudulent and ACPVIEW will terminate Shopper services.

A) Incomplete or Invalid Reports are deemed to be (but are not limited to) reports which: (1) are submitted late (without appropriate justification and notice having been provided to ACPVIEW,) (2) contain insufficient data/observation content, (3) contain inaccurate data/observation content, (4) are not completed within the prescribed timeframe as indicated in the shop guidelines/notes (5) indicate that the incorrect location/person was shopped, (6) are not completed according to the shop execution requirements as outlined in the shop guidelines/notes, (7) are submitted by the Shopper to whom the shop had been assigned, but where the shop was, in actuality, completed at the assignment location by someone other than the assigned Shopper, (8) require an excessive/inordinate amount of narrative rewrite or communication with the Shopper by the ACPVIEW editing staff for clarification of shop events. In addition; should such communication be necessary and attempted by ACPVIEW staff, failure by the Shopper to acknowledge, respond to, reply to and/or produce any additional information, documentation, receipts, etc., within 24 hours of the time a telephone or email message was sent to the Shopper, shall be cause for ACPVIEW to unassign the shop and to deactivate the Shopper's account.

B) Should a Shopper complete an assignment, but fail to submit an evaluation report, Shopper will not be paid the agreed upon fee nor reimbursed any for any expenditures that were incurred in conjunction with the completion of the shop.

4. **TERM OF AGREEMENT.** 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 the 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.

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 hereby agrees 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 in order to fulfill the purposes of any particular assignment and the Shopper agrees that the terms of any assignment, and the fact that the Shopper has 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.
7. **CONFLICT OF INTEREST:** By accepting assignments, Shopper agrees and represents that Shopper is not under contractual or other form of obligation to any person(s), entity(ies), firm(s) which would deem Shopper's acceptance of this assignment as a breach of contract. Shopper has disclosed whether Shopper, anyone in their household, or anyone in their immediate family, is employed by any of ACPVIEW's clients. Shopper agrees that they have revealed anything which would be considered a conflict of interest with Shopper conducting assignments for ACPVIEW.
8. **ACPVIEW PROPERTY.**
 - a. 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 within five (5) business days by some form of certified mail. Failure to return property will result in withholding of payment.
 - b. In order to effectively and successfully complete assignments in conjunction with certain projects, Shopper may be provided with various items of equipment or other paraphernalia (i.e. airport post-security access badge, parking permit, etc.) Certain items may be provided for the purpose of completing a solitary shop, in which case, there would be a usage/return timeframe established by ACPVIEW and provided to the Shopper upon acceptance of the assignment. Other items (such as airport post-security access badge, parking permit, etc.) may be provided to the Shopper:

- i. for the duration of time that the Shopper chooses to work on the project.
 - ii. for the duration of time that ACPVIEW chooses to allow the Shopper to work on the project.
 - iii. until such time as the client discontinues the project.
- c. Shopper should be aware that any items provided by ACPVIEW for the purpose of assignment completion can/will be recalled by ACPVIEW whenever it is deemed appropriate or necessary. The Shopper is expected to return all equipment, credentials, or other paraphernalia to ACPVIEW within the prescribed timeframe and via the prescribed method provided at the time of the recall (i.e. if the Shopper is advised that they are to return the items by a certain day/date and that they must be brought to the ACPVIEW office, it is the Shopper's responsibility to ensure that they comply with that request.) Failure to return articles belonging to ACPVIEW will result in the following:
 - i. Any Shopper fees due and owing for completed assignments shall be withheld until such time as the Shopper complies with the return of the requested item(s).
 - ii. Any Shopper fees for reimbursement of out of pocket expenses in conjunction with completed assignments shall be withheld until such time as the Shopper complies with the return of the requested item(s).
 - iii. Any fines/assessments levied against ACPVIEW by other companies or agencies due to the inability of ACPVIEW to return items to them as a result of the Shopper's failure to comply, will result in the forfeiture of any and all Shopper fees/reimbursements until the amount of the fine/assessment owed to the outside company/agency has been satisfied.
 - iv. Shopper will be removed from our database and will no longer be allowed to accept assignments.
 - v. ACPVIEW will pursue any means at their disposal in an effort to recover any and all losses incurred as a result of the Shopper's failure to comply with the return of the requested items.

9 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.

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

Shopper acknowledges that Shopper has fully read the forgoing and hereby agrees to all of its terms and conditions and that Shopper has the lawful authority to execute same.

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 action of submitting an application to mystery shop for ACPVIEW indicates his or her acceptance of this Agreement.

All actions or proceedings arising in connection with this Agreement will be litigated exclusively in the State and Federal courts located in the County of Henry, State of Georgia. The State and Federal courts of Henry County, Georgia will have personal jurisdiction and venue over A Customer's Point of View, Inc. and Shopper for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Shopper authorizes and accepts service of process sufficient for personal jurisdiction in actions connected with this agreement by registered or certified mail, return receipt requested, postage prepaid, to its address for resulting notices. Final judgment rendered against a party in an action or proceeding will be conclusive to the subject and may be enforced in other jurisdictions in any manner provided by law.