

INDEPENDENT CONTRACTOR SHOPPER SERVICES AGREEMENT AND RELEASE

This Agreement and Release ("Agreement") is entered into this day by and between me/my company ("Service Provider") and Shoppers, Inc. ("Company")

1. Service Provider is a self-employed proprietor who maintains a separately established business of conducting store audits, providing mystery or secret shopping services (which may include observing consumer purchases), and/or providing a similar service (such as but not limited to conducting market research or efficiency studies), for purposes of evaluating customer service, products, services, pricing, locations, or consumer issues.
2. Company's principal business consists of assisting sole proprietors such as Service Provider in identifying prospective clients that are seeking to conduct store audits, mystery or secret shopping programs or similar projects.
3. Service Provider hereby engages Company to assist Service Provider in marketing its services to clients. Service Provider represents and warrants to Company that it does not rely exclusively on Company as its sole source for obtaining client referrals.
4. Company does not promise or represent that it will be able to offer to Service Provider any minimum number of client opportunities. Service Provider remains solely responsible for any profit or loss that it realizes from its business.
5. Service Provider also engages Company to prepare and submit invoices on its behalf to clients that Company has referred to Service Provider. Clients will be requested to pay all fees to Service Provider through Company. Service Provider's fees will be negotiated on a project-by-project basis.
6. In consideration of the services that Company provides, Service Provider authorizes Company to retain as Company's administrative and marketing fee the difference between the gross fee payable by a client for a project and the fee that Service Provider has agreed to accept as its entire compensation for completing the project. Service Provider acknowledges and agrees that Service Provider's agreed upon fee shall constitute its entire compensation for completing a client engagement and that Service Provider shall have no right to, and hereby waives any right to seek, any benefits under any benefit programs, such as paid time off, health benefits or retirement benefits, that Company or a client maintains for its respective employees.
7. The initial term of this engagement shall be the 12-month period commencing on the date hereof. This Agreement shall be extended for additional one-year terms, provided that neither party advises the other in writing at least thirty (30) days prior to the end of a term that it does not intend to extend the Agreement.
8. This Agreement is nonexclusive. Service Provider always has the unqualified right to pursue or decline any client opportunities that Company offers, and to market its services through means other than Company. Likewise, Company has contracts with others who are engaged in a business similar to Service Provider's and will also be assisting those businesses in marketing their services.
9. Service Provider shall retain sole control over the methods used in performing a client engagement and over the hiring and employment of its employees. Service Provider is solely responsible for providing any and all tools, supplies, equipment and transportation, and for all expenses that Service Provider incurs in connection with the operation of its business and the performance of client engagements. If a client agrees to reimburse Service Provider for any costs, Company as part of its administrative services may assist the client in disbursing such sums to Service Provider. All operating costs that Service Provider incurs, such as fuel, repairs, motor vehicle insurance, and all costs associated with its own personnel, are Service Provider's sole responsibility.
10. Service Provider has secured or will secure all necessary state licenses, permits and bonds required by state law which relate to the performance of its obligations under this Agreement, and will operate its business in a manner that complies with applicable state and federal laws and regulations.
11. Service Provider understands that all details concerning a client engagement, including the fees payable, are set by the client (not Company), that all the services that Service Provider performs may be evaluated by the client (but not by Company), and that Company's involvement in a project is limited exclusively to communicating information between Service Provider and the client.

12. Service Provider acknowledges that while providing services to a referred client Service Provider will operate as an independent contractor (and not an employee) for purpose of federal, state and local taxes, and will be solely responsible for all filing and payment obligations associated with such taxes, including but not limited to social security and self-employment taxes, and that Service Provider will not be eligible for unemployment compensation.

13. Service Provider acknowledges its own responsibility for complying with any workers'-compensation laws with respect to Service Provider and its employees at its own expense, and agrees to hold harmless Company and its officers and owners against any liability attributable to any injury incurred by Service Provider and any of its personnel while performing services for a referred client.

14. Service Provider accepts full responsibility for completing a project that Service Provider agrees to perform, including the duty to correct (at Service Provider's sole expense), any aspect of such project that the client determines does not meet its standards. Service Provider also indemnifies and holds harmless company from and against any liability attributable to the acts and/or omissions of Service Provider and its personnel in connection with Service Provider's performance of, or promise to perform, services for a client referred hereunder.

15. This Agreement supersedes any and all prior agreements and understandings, oral or written, express or implied. This Agreement may be amended only by a writing signed by both parties.

16. This Agreement is entered into, and is to be substantially performed by Company, in the State of Oklahoma and shall be governed by the laws of that State without regard to its choice of law principles.

17. The Service Provider, by submitting the registration below, acknowledges that he/she has read and understood the contract shopper agreement, and has had an opportunity to print the form and have it reviewed, if desired, by an attorney before agreeing to its terms. The Service Provider understands that by accepting any and all shopping offers that he/she agrees to the terms of this agreement. The Service Provider, by submitting the registration below, also acknowledges agreement that all information and material, including but not limited to any confidential or other information or material regarding the shops/surveys, business or affairs of Shoppers, Inc. and any affiliated companies or corporations, and any clients, officers, employees, agents and sub-contractors of the same, including, without limitation, trade secrets, pending or future operation, investigations, business affairs, know-how, research, client and agent identities, client surveys and guidelines, business or other plans, operational and other manuals, protocols, and any other information obtained by Shoppers, Inc. or in the course of performing any work or discussion, will not be disclosed by the undersigned to anyone other than the contact person at Shoppers, Inc., unless the prior written approval is first obtained. The Service Provider further agrees that he/she, and any person or entity related thereto, will not use or divulge any of the above-described information to anyone else OR for or in connection with any investment or personal benefit, directly or indirectly for him/her/itself or any other person or entity.

18. Independent Contractor ("IC") hereby authorizes Shoppers, Inc., either directly or by a technological means, to communicate with IC via telephone call, email, text message (SMS), or any other form of electronic communication for the purpose of providing information about mystery shop opportunities, project reminders, and related project updates. By signing this Consent, IC provides express written consent to receive such communications, including text messages at the mobile number that IC provided to Shoppers, Inc. in the registration forms.

IC acknowledges that message and data rates may apply depending on IC's wireless carrier.

Shoppers, Inc. will use commercially reasonable efforts to timely honor all opt-out requests and to comply with applicable state and federal restrictions.

This agreement overwrites or replaces any previous request to not receive telephone calls, email, or text message (SMS). If you do not wish to be contacted by these methods, you need to instead deactivate your account and will receive no further contact from Shoppers, Inc.

This consent remains valid for the duration of the IC's contractual relationship with Shoppers, Inc., unless revoked in writing by IC. IC may revoke this consent at any time by replying "STOP" to any message received from Shoppers, Inc. or by providing written notice to Shoppers, Inc.

Company Address: Shoppers, Inc. PO Box 2912, Broken Arrow, OK 74012

By completing the following application below, I am acknowledging that I have had an opportunity to print out this document and have it reviewed by my attorney if I so desire. As such, I am agreeing to the terms contained herein with full knowledge of their meaning, and I understand the consequences of any breach of this Agreement.