



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") sets forth the terms and conditions of the business relationship between an independent contractor providing independent evaluation services ("Evaluator(s)" or "Independent Contractor(s)") to Confero, Inc. ("Confero") a customer experience consulting firm on behalf of its business clients ("Client" or "Clients").

Confero provides nationally recognized customer experience research, data analysis, and marketing consultation services for Clients across a wide spectrum of industries including national brands, franchises and independent growth companies. In order to provide these consulting services Confero engages in a variety of measurement tools to satisfy the business needs of each Client, including auditing and mystery shopping. Mystery shopping and auditing of Client business practices is outside the usual scope of Confero consulting services and it must independently contract with Evaluators for business data collection.

This Agreement is between Confero and Evaluator whether a sole proprietorship, partnership, limited liability company, corporation or other business form or entity who accepts through registration on the Confero website any mystery shopping or other customer experience research opportunity ("Opportunity") posted by Confero on behalf of its Client. For purposes of this Agreement, the definition of Evaluator or Independent Contractor includes any of its officers, directors, employees, agents, parents, subsidiaries or divisions as well as its successors or assigns.

This Agreement must be accepted by Independent Contractor before an Opportunity may be undertaken.

INDEPENDENT CONTRACTOR

By accepting an Opportunity, Independent Contractor acknowledges and agrees it is providing independent evaluation services ("Services") as an independent contractor and is not as an employee or agent of Confero. Independent Contractor has sole discretion whether to accept an Opportunity and retains complete control regarding the methods, materials and manners to complete the Services. It is agreed and understood the Services will comply with all Client objectives and expectations and Evaluators will provide reports or deliverables as set forth in each Opportunity. It is agreed and understood that Evaluators may contract with other businesses that engage in customer experience analysis.

Confero does not control or direct the work of Independent Contractor in connection with the performance of its Services and Independent Contractor has discretion to accept or reject any Opportunity. Independent Contractor further acknowledges that:



- Independent Contractor is not an employee of Confero and will not hold itself out as an employee or agent of Confero;
- Confero will not withhold income, social security, or any other local, state or federal taxes from any payments to Independent Contractor in connection with its Services. Confero will not pay any local, state or federal taxes on behalf of Independent Contractor. Independent Contractor is solely and exclusively responsible to report and pay any local, state or federal taxes which may be required as a result of Confero payments;
- Independent Contractor is not eligible and hereby waives any right to seek unemployment insurance, workers' compensation or benefits including but not necessarily limited to paid time off, health benefits, retirement benefits, which might be afforded to Confero employees;
- Independent Contractor agrees to provide Confero a completed Internal Revenue Service Form W-9 before accepting any Opportunity and no payments will be issued by Confero on behalf of any Client until the Form W-9 of the Independent Contractor has been returned and verified. Your online Shopper Profile and the e-verify SSN/Tax ID verification system shall serve as a substitute W-9 for IRS purposes. Alternatively, Independent Contractor may provide a SSN/Tax ID via mail by printing this document <http://www.irs.gov/pub/irs-pdf/fw9.pdf> and mailing to Confero at: Vendor Relations, Confero Inc., 535 Keisler Dr., Suite 204, Cary, NC 27518.
- In accordance with applicable local, state, or federal law and regulations, Confero or its third-party payment issuer will provide year-end tax reporting documents;
- Independent Contractor is solely responsible to provide all tools, supplies, equipment and transportation, as well to pay for all expenses incurred in connection with the Services, except as specifically included in an Opportunity;
- Independent Contractor has discretion to accept or reject an Opportunity and set its own hours and locations of work without consultation or direction from Confero;
- Independent Contractor provides its Services under its own name and not through Confero;
- Independent Contractor may obtain insurance within its discretion as it deems appropriate to its business;
- Independent Contractor will obtain, at its sole cost and expense, all business licenses, registrations, certificates or similar filings which may be required to operate as an Independent Contractor or to provide the Services;
- Confero has no obligation to provide an Opportunity to Independent Contractor and Independent Contractor agrees it does not rely exclusively on Confero for an Opportunity;
- Independent Contractor acknowledges it engages in providing services to other companies similar to the Services;
- Upon acceptance of an Opportunity, Independent Contractor retains discretion over the selection, hiring and supervision of any individual who may perform the Services, except Independent Contractor will notify Confero in writing if a person other than Evaluator will perform the Services on its behalf.



- Independent Contractor warrants it possesses sufficient hearing, vision and mobility to perform the Services.

EXPECTATION OF SERVICES

Independent Contractor agrees and acknowledges that upon acceptance of an Opportunity, the Services will be provided in accordance with the conditions including the format and content of any written deliverables or reports. Notwithstanding the foregoing, Independent Contractor acknowledges that an Opportunity relates to the collection of data and other information for Client but is not intended to influence how Independent Contractor completes an accepted Opportunity.

Independent Contractor agrees that any Opportunity may include a variety of Client expectations. By accepting an Opportunity, Client expectations may include listening for Client-expected information, looking for expected information, moving through an assigned location to assess the customer experience, and providing a written report in response to the requested information. Independent Contractor agrees and acknowledges that before accepting any Opportunity, it has read Client expectations and is willing and able to provide the Services as required. If Independent Contractor has accepted an Opportunity but becomes unable to perform the Services or to otherwise meet the Client expectations, Independent Contractor agrees to immediately notify Confero in writing or through Confero's reporting platform cancellation link.

Independent Contractor acknowledges that information provided to Confero to complete a profile may be used by Confero or its Client to determine or verify the eligibility of Independent Contractor to accept an Opportunity. Failure to provide accurate, complete information in an Independent Contractor profile may result in removal from the right to perform Services at that time or in the future. Confero reserves the right to pursue all available legal remedies against Independent Contractor for the failure to provide accurate information.

PROJECT MANAGEMENT

It is agreed and understood that Independent Contractor may be contacted by a project coordinator or scheduler as necessary for business purposes, such as but not necessarily limited to:

- Verify Independent Contractor has the requisite qualifications to perform the Services;
- Notify Independent Contractor of Opportunities for which it may be qualified;
- Communicate about deliverables and reports to be provided about the Services. Independent Contractor agrees that Client expectations must be satisfied for the completion of the Services and any costs to correct any report will be borne by Independent Contractor;



- Process payments to Independent Contractor for the performance of the Services or for any agreed cost or expense reimbursements;
- Such other business purposes as may be reasonably necessary for Confero to provide its service to its Clients.

COMPENSATION

Compensation in whatever form is predicated on satisfactory completion of the Services. It is agreed and understood that Independent Contractor will not be paid unless the Services are completed on a timely basis and all expectations, deliverables and reports set forth in the Opportunity are finished. Independent Contractor agrees that failure to communicate with Confero about Services may delay payment of compensation.

If Independent Contractor is expected to make purchases of a Client's goods or services as part of the Services, any guidelines for such purchases will be detailed in the Opportunity. If a purchase is expected, Independent Contractor will be reimbursed by Client. Confero may process the reimbursement on behalf of Client in accordance with the guidelines of the Opportunity. Independent Contractor agrees Confero has no separate obligation to reimburse any sums expended if Client fails to do so.

Independent Contractor must provide a valid and legible receipt for reimbursement within the time periods specified in the Opportunity or before payment of the Services. As a convenience to Independent Contractor, an invoice for purchases may automatically be sent to the Confero payment system when Independent Contractor files its report. The Confero release of the report to Client automatically authorizes reimbursement, except if the Opportunity involves on-the-spot prizes or incentives for Client employees (frequently known as "on-the-spot rewards shops"), the Independent Contractor payment will not be processed until all unused prizes or incentives are returned to Confero.

All compensation and reimbursements will be made through a third-party vendor. Independent Contractor agrees it will comply with all third-party guidelines and that its account is open for receipt of payments. Payments for completed Services with reports submitted and accepted by Confero between the 1st and 15th of a month will be issued between the 25th – 30th day of the following month. Payments for completed Services with reports submitted and accepted between the 16th and 31st of a month will be issued between the 10th – 15th day of the second following month. Confero has discretion to revise the payment schedule at its discretion.

Any payments received by Independent Contractor for the Services are due and payable by Client that offered the Opportunity and not by Confero, although Confero may process payments to Independent Contractor on behalf of Client. If Client fails to pay for Services, it is agreed Confero has no separate obligation to pay Independent Contractor.



CONFIDENTIALITY

It is agreed and understood that Confero posts an Opportunity to afford Client a means to gather information to improve the Client customer experience and its overall performance. In performing the Services, Independent Contractor may have access to certain Client information which is confidential and remains the property of Client. Independent Contractor agrees to keep all information confidential which is obtained while performing the Services. Notwithstanding the foregoing, Independent Contractor may share information obtained from performing the Services with Client and Confero. Independent Contractor agrees not to disclose the details of an Opportunity, the Services, its report to Client or similar information in any public or private forum, website, written or electronic communication, including but not limited to all social media websites, user review websites, post-visit surveys, forums, podcasts, newspaper, magazine, radio interviews, television interviews, social networking websites, and any verbal or nonverbal communication.

If Independent Contractor is a current or former employee of, friend of or immediate family member of a current or former employee of any Confero Client or a competitor of Client ("Disqualifying Relationship"), then Independent Contractor is precluded from accepting an Opportunity from that Client. Independent Contractor agrees to respond to any inquiries Confero or Client may require to confirm that Independent Contractor does not have a Disqualifying Relationship.

LIABILITY AND ASSUMPTION OF RISK

Independent Contractor acknowledges by accepting an Opportunity, there may be random, unforeseeable and unusual incidents which may occur in connection with the performance of Services ("Customer Service Matters"). Independent Contractor acknowledges and agrees that Customer Service Matters are not caused by Confero or Client, including any officers, directors, employees, agents, successors or assigns of Confero or Client (collectively the "Indemnitees"). By accepting an Opportunity, Independent Contractor agrees to indemnify and hold Indemnitees harmless from all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines costs or expenses of whatever kind or nature, including reasonable attorneys' fees ("Losses"), resulting from any claim, suit, action or proceeding of whatever nature, in law or in equity (each an "Action"), associated with the provision of Services, including Customer Service Matters, except for Actions caused by the negligence or intentional conduct of Confero or Client.

Notwithstanding the foregoing, if Independent Contractor encounters a Customer Service Matter, Independent Contractor should contact the business to resolve the issue. Independent Contractor agrees it will not advise the business it was performing Services for a Client. Confero will attempt to assist Contractor as possible, but ultimately, by accepting the Opportunity,



Independent Contractor hereby agrees, accepts and assumes any risk. Independent Contractor may contact its insurance carrier with any questions.

If Independent Contractor agrees to provide Services which require the purchase or consumption of any age-restricted product or service, such as, but not limited to alcohol, cigarettes or vaping products, Independent Contractor warrants and represents that any person performing the Services is of legal age to purchase or consume the product or service in the jurisdiction where the Services are performed. Independent Contractor further agrees it has made appropriate arrangements in advance to ensure all applicable laws regarding the purchase and consumption of any age-restricted products or services are not violated.

PRIVACY

Confero has adopted a data privacy policy regarding the compilation and sharing of personal information of an Independent Contractor which is available here: <https://conferoinc.com/utility/privacy-policy/>. Independent Contractors residing in California are subject to an additional privacy statement available here: <https://conferoinc.com/index.php/utility/CaliforniaPrivacyDisclosure>. Independent Contractor agrees, acknowledges and accepts the privacy statements as if fully set forth therein.

Independent Contractor recognizes that while completing the Services, Independent Contractor's image or voice may be captured on surveillance or recording devices, by Client or Confero, and as may be expected by customers of Client. Independent Contractor acknowledges and agrees that Confero and Client may review any such recordings as necessary to, but not limited to: confirm completion of the Services; confirm the provision of on-the-spot rewards; or, resolve any disputes that may arise including those related to the Services or a Customer Service Matter.

If Confero is purchased by or merges with another company, the purchasing or merged company may acquire the Confero Independent Contractor database. If Confero is purchased by or merges with another company, this Agreement is binding on its successors and assigns.

TERM

This Agreement and any changes or revisions thereto establishes the parameters for Services to be provided by Independent Contractor. If there is a conflict between the terms of this Agreement and the terms of an Opportunity, the terms of the Opportunity will control.

Independent Contractor may terminate this Agreement by withdrawing its registration as a mystery shopper or auditor. Confero may discontinue Independent Contractor access to review Opportunities at any time and for any reason. Notwithstanding the foregoing, each Opportunity accepted by Independent Contractor is deemed a separate and distinct transaction.



AGREEMENT TO ARBITRATE

This Agreement represents a business transaction affecting commerce and is subject to the provisions of the North Carolina Revised Uniform Arbitration Act for the arbitration of disputes. Any and all disagreements, disputes, controversies or claims arising out of or relating to this Agreement, including but not limited to challenges to the scope, interpretation and enforceability of this Agreement, shall be submitted to and resolved by binding arbitration before a single, neutral arbitrator jointly chosen by Confero and Independent Contractor.

If the parties are unable to agree on an arbitrator, the arbitrator will be selected by the American Arbitration Association. Any arbitration will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and the determination of the arbitrator will be final. Judgment on the arbitration award may be confirmed or entered by any court of competent jurisdiction. Arbitration will be conducted in Raleigh, North Carolina. Each party will bear its own costs and expenses associated with the arbitration and the parties will share in the costs of the arbitrator.

Neither party will be entitled to join or consolidate claims in arbitration by or against other individuals or entities, including other Independent Contractors, or arbitrate any claim as a representative, class member or in a class-wide or private attorney general capacity.

INDEPENDENT CONTRACTOR MAY OPT-OUT OF THIS AGREEMENT TO ARBITRATE BY SENDING CERTIFIED MAIL RETURN RECEIPT REQUESTED OF ITS REQUEST TO OPT-OUT TO CONFERO AT 535 KEISLER DRIVE, SUITE 204, CARY, NORTH CAROLINA 27518 WITHIN 30 DAYS OF INDEPENDENT CONTRACTORS' ACCEPTANCE OF THIS AGREEMENT. THE DECISION TO OPT-OUT WILL HAVE NO ADVERSE EFFECT ON ITS RELATIONSHIP WITH CONFERO. IF INDEPENDENT CONTRACTOR DOES NOT OPT-OUT OF THIS AGREEMENT TO ARBITRATE DISPUTES WITHIN 30 DAYS FROM THE DATE OF ITS ACCEPTANCE OF THIS AGREEMENT TO ARBITRATE THEN THESE PROVISIONS WILL BE LEGALLY BINDING.

BY ENTERING INTO THIS AGREEMENT, THE PARTIES ARE KNOWINGLY, INTENTIONALLY AND EXPRESSLY WAIVING ANY RIGHTS TO LITIGATE CLAIMS IN A COURT, BEFORE A JURY, AND ON A CLASS-ACTION BASIS, AND TO APPEAL ANY FINDINGS OF THE ARBITRATOR EXCEPT AS MAY BE VACATED UNDER NORTH CAROLINA LAW.

GOVERNING LAW

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of North Carolina.



COMPLETE AGREEMENT

This Agreement contains the entire understanding among the parties hereto and represents the full, final and complete agreement of the parties about the terms contained herein. There are no other representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement. This Agreement supersedes any and all prior agreements and understandings, oral or written, express or implied. Notwithstanding the foregoing, this Agreement may be amended by Confero at any time by providing notice to Independent Contractor.

SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

ELECTRONIC SIGNATURE

Independent Contractor agrees to conduct transactions with Confero electronically. Independent Contractor agrees its name and email address serves as its electronic signature and will bind Independent Contractor to the terms of this Agreement. By attaching its electronic signature below, Independent Contractor acknowledges this Agreement will have the same enforceability, validity, and legal effect as if it were a traditional paper agreement signed by hand.

Independent Contractor represents and affirms that by attaching its electronic signature below, Independent Contractor has the power and authority to enter into this Agreement on its behalf.

Independent Contractor understands that by clicking "I Agree" below, Independent Contractor is expressing its interest in reviewing and accepting Opportunities as an Independent Contractor, and not as an employee or agent of Confero.