

Welcome to Accolade Mystery Shopping questionnaire page!

By completing this form and clicking on "Submit Questionnaire", I agree to conduct this transaction electronically. I further agree that my name and email address will act as my electronic signature and bind me to the Independent Contractor Agreement and Code of Ethics. I agree that by submitting this questionnaire, the Independent Contractor Agreement and Code of Ethics will have the same enforceability, validity and legal effect as if it were a traditional paper agreement signed by hand.

Furthermore, I attest that I am the only person authorized to access the email address submitted below and that my email address and therefore my electronic signature are unique to me. I authorize Accolade Mystery Shopping to verify the information I have provided, including my electronic signature. I understand that if I wish to print or save the form for my personal records, I should do so before clicking "Submit Questionnaire".

PAYMENT INFORMATION:

Accolade Mystery Shopping will be paying all of your fees directly into your bank Account. We will need you bank details to set up a system to pay you. If this is not possible, we will be happy to post a cheque to you instead.

Accolade Mystery Shopping

MYSTERY SHOPPING SERVICES AGREEMENT

This Agreement has been entered into as of today by and between Accolade Mystery Shopping OF 125 The Barracks, White Cross, South Road, Lancaster, Lancashire, LA1 4XQ and you the shopper as an "Independent Contractor". AMS desires to engage you to perform certain services for AMS's clients, as stated in this agreement.

The parties agree as follows:

1. SERVICES TO BE RENDERED. AMS desires to engage you to perform, and you agree to perform, shopping services for AMS 's clients on a project-by-project basis. Such shopping services involve observing and evaluating AMS 's clients' business operations and service performance.

2. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that you have represented yourself to AMS as an independent contractor engaged in the business of providing mystery shopping services, and that you work for business entities other than AMS. You further represent that you are not an employee, agent, partner or representative of AMS and that you will not hold yourself out to the public as an employee, agent, partner or representative of AMS. As such, you are responsible, where necessary, to secure, at your sole cost, Worker's Compensation insurance, disability benefits insurance, and any other insurance as may be required by law. You also are solely responsible for any other insurance that you may choose to maintain in the operation of your business, as AMS does not maintain coverage for you under any insurance. If you ever file for unemployment insurance, do NOT list AMS as an employer, since you are not an employee of AMS. We will inform any governmental agency that you are not an employee, but an Independent Contractor.

3. PROJECT OPPORTUNITIES. AMS agrees to offer you projects, from time to time, at AMS 's sole discretion, to generate projects in accordance with a client's needs. AMS will post projects available to you on-line as they become available and you are free to accept or decline them. AMS cannot commit to being able to offer you a minimum number of projects during any period of time. Once you accept a project from AMS, AMS may not terminate the project unless (1.) AMS 's client cancels the project and AMS notifies you of the cancellation at least 24 hrs prior to your having commenced work on that project or (2.) you fail to complete the project by any stated project deadlines. Your sole obligation to AMS is to complete a project that you accept in accordance with the clients' guidelines, while keeping confidential any and all information obtained during the course of conducting a project. The clients' guidelines describe only

the results expected and not the details of how you should perform the project, which shall be in your sole discretion. It is understood and agreed that if you do not complete a project in accordance with the clients' guidelines, you will be in material breach of this Agreement, and AMS will have as its remedy the option to either require you to re-do that particular project, at your own expense, or refuse payment for that project.

It is understood and agreed that you may determine the specific day and time on which to perform a project, so long as: the services are rendered within the clients' parameters and completed by the project deadline; and all shopping reports are submitted to AMS within the time frame stated in the client guidelines. You accept full responsibility for completing a project that you agree to perform hereunder, including the duty to correct (at your sole expense) any project deliverable that is deficient. You also indemnify and hold harmless AMS from and against any liability attributable to the acts and/or omissions of you and your personnel in connection with your performance of, or promise to perform, a project hereunder. Further, you shall be responsible for selecting the means of travel to the location to perform the project and for conducting the project within the broad criteria established by AMS 's clients.

4. PAYMENT. AMS will quote a specific fee for a particular project in advance of your acceptance of the project. You acknowledge that the fees payable for any opportunities offered hereunder are payable by the client for which the services are being performed, and that both AMS and you will be paid by such client, albeit through AMS. If the client does not accept the quality of your work, neither AMS nor you will be paid for such project. AMS will pay you prior to the project, but you agree to repay in full any monies that are paid to you if the client does not believe the work carried out is of reasonable quality.

You will be responsible for all other expenses incurred in the performance of services under this Agreement, included but not limited to, any mileage, telephone costs, supplies, postage, etc. As a material term of the compensation arrangement agreed to by these parties, you agree that you are not eligible for, and shall not participate in, any of AMS 's employee benefit plans or programs, including, but not limited to, bonus, vacation, health, pension, incentive compensation or other employee programs or policies ("Benefits Plans").

If for any reason you are deemed to be a statutory or common-law employee of AMS by any governmental agency, court, or other entity, you hereby waive any right to, and agree to neither seek nor accept, any benefits under the Benefits Plans, even if by the terms thereof you would be eligible for such benefits.

5. EQUIPMENT. If a particular client requires unusual equipment in performance of the project (e.g. thermometers, stopwatch, and calibration equipment), you may purchase or rent this equipment from AMS, but if so, AMS will withhold a portion of your client fees until you return that equipment to AMS. You may also, at your discretion, acquire the equipment from any other source, provided the equipment conforms to the client's guidelines, if any.

6. EMPLOYEES OF INDEPENDENT CONTRACTOR. You may employ as many persons as you wish, such matter resting entirely within your own discretion, to perform or assist in the performance of a project. If you hire such persons as employees, you shall be responsible for all the necessary insurance and payroll deductions for such persons, including, but not limited to, taxes of any kind, Workers' Compensation coverage, etc.

7. TAX OBLIGATIONS. Neither tax, nor any payroll tax of any kind, shall be withheld or paid by AMS on behalf of you or any of your employees. In accordance with the terms of this Agreement and the understanding of the parties herein, you shall be treated as an independent contractor, with respect to the services performed here under for tax purposes. You acknowledge your own responsibility for complying with any workers' compensation laws with respect to you and your employees at your own expense, and agree to hold harmless AMS and its owner against any liability attributable to any injury incurred by you and any of your personnel while performing services hereunder.

8. NO BUSINESS LIMITATIONS. You may engage in any business, which you may determine, and you are not required to devote all your energies exclusively to this Agreement. This Agreement is nonexclusive. You have the unqualified right to accept or decline any opportunity offered hereunder and to perform projects obtained independently of this Agreement.

You also acknowledge that AMS has contracts with others who are engaged in a business similar to yours and that AMS will be offering opportunities to those businesses as well.

9. NOTICE REGARDING YOUR TAX DUTIES AND LIABILITIES.

You understand that you are responsible to pay your income tax in accordance government law, and that you are liable for National Insurance, to be paid in accordance with all applicable laws.

10. CONFIDENTIALITY AND NON-DISCLOSURE. CP holds the copyright to the questionnaires used in completing your projects and to certain other documents AMS may provide. You agree not to disclose to any other person, firm or corporation, nor use for your personal benefit during or after the term of this Agreement, any information relating to AMS and/or its clients and/or shopping projects. This includes, but is not limited to, client forms and guidelines and any other written material supplied by AMS. You also agree not to disclose, nor use for your personal benefit, any of AMS 's methods, processes, ideas or information acquired in the course of performing projects for AMS. This confidentiality agreement specifically prohibits you from disclosing such confidential information to AMS 's competitors, but is not limited to competitors. Should the above-mentioned information fall into the hands of any of AMS 's competitors or our clients' competitors, you could be held responsible.

11. TERMINATION. This Agreement's term shall begin on the date you sign it and shall remain in force until terminated. Either party may terminate the Agreement at any time by giving thirty (30) days written notice to the other. If you terminate this agreement while performing a project, you are obligated to finish that project. AMS may choose to waive this obligation due to unforeseen circumstances.

12. NO AUTHORITY TO BIND AMS. You have no authority to enter into contracts or agreements on behalf of AMS. This Agreement does not create a partnership between the parties.

13. MISCELLANEOUS PROVISIONS. AMS will not be liable for any of your acts or omissions while performing any project. You agree to indemnify and hold harmless AMS, its successors and

assigns, from and against any and all loss, damage, cost, or expense, including legal fees, by reason of your, your employees', or agents' performance of any project. In addition, you shall make no claim against AMS for any damage or loss suffered as a result of or in connection with any product or service of AMS 's clients and you shall hold Accolade Mystery Shopping harmless with respect to any claim you may assert against any other party. This agreement constitutes the entire agreement between you and Accolade Mystery Shopping.

All client guidelines given to you by AMS regarding a project, which are consistent with this Agreement, are hereby incorporated by reference. This agreement shall be governed by, and enforced in accordance with, the laws of The United Kingdom. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this agreement, which shall remain in full force. The Headings in this Agreement are to make it easier to read and should not be considered when interpreting various provisions of the agreement. This Agreement shall be binding upon the parties, their respective agents, employees, successors, heirs and assigns.

Accolade Mystery Shopping, is dedicated to improving service and promoting excellence in the mystery shopping industry. A fundamental aim of the AMS is to ensure that the highest standards and ethics are maintained. AMS expects members and shoppers to follow principles of honesty, professionalism, fairness and confidentiality to guard the interests of the public and our clients in order to promote good business practices. We therefore request that you read and agree to this document.

AMS expects members and shoppers to follow principles of honesty, professionalism, fairness, and confidentiality to guard the interests of the public and our clients in order to promote good business practices.

AMS wants to ensure that all shoppers conform to the following principles:

- Commit, in principle, to the purposes of AMS: improving service and promoting excellence in the mystery shopping industry;**

- **Conduct mystery shopping services in an honest and ethical manner;**
- **Conduct mystery shopping services according to industry procedures and regulations set forth and agreed to.**
- **Instill confidence in mystery shopping and encourage public cooperation;**
- **Respect our clients, and the general public.**

In addition, AMS embraces the following Rules of Ethical Conduct

- **I agree to perform all shops to the best of my ability;**
- **I agree to perform all shops with honesty and integrity;**
- **I agree to submit all reports on or before the deadline;**
- **I agree to honour all confidentiality agreements;**
- **I agree to give immediate notice to the shopping company if I cannot perform a shop for any reason;**
- **I agree to return follow-up calls or e-mails in a timely manner;**
- **I agree to keep paperwork and notes for at least 60 days in case questions arise from the client;**
- **I will not perform a shop unless I have thoroughly read each question on the survey and the guidelines provided by the shopping provider;**
- **I will not falsify or misrepresent reports;**
- **I will not ask or encourage anyone to break confidentiality agreements with other firms for whom they conduct mystery shopping assignments;**
- **I will not use any media to publish complaints against vendors, clients, shoppers or mystery shopper providers;**
- **I will not share information with others on which company shops which clients;**
- **I will not share information with others on shopping fees and**

reimbursements for specific clients;

- I will not share the results of a shop with others, thereby protecting the clients' confidentiality.**
- I will not perform any shops under the influence of illegal drugs, or prescription drugs that might impair my abilities;**
- I agree not to become inebriated or drink beyond the legal limits set forth in my state or perform any other activity that my cause harm to myself or others while mystery shopping;**
- I will not contact a client directly without approval of the Accolade Mystery shopping company;**
- I will not disrupt the normal business flow of an operation in the process of performing a shop (do not cause a scene);**
- I will not announce myself as a mystery shopper to the business being shopped unless given specific instructions by the shopping company;**
- I will not accept a mystery shopping assignment for a business that I, my family or friends work for;**
- I will not list any shopping company I work for as an "employee" on any forms (especially unemployment forms) if I am an independent contractor for that company.**

By typing "I agree" below, I indicate that I have read, understand, and agree to the Independent Contractor Agreement (ICA), and to follow the principles of honesty, professionalism, fairness, and confidentiality that are outlined in the Code of Professional Standards and Ethics Agreement.

To confirm that you have read the above agreement and agree to its terms and conditions, type **I agree** in the box below.

Enter your e-mail address below. As confirmation type again in box 2

1.

2.