

THE HART EXPERIENCE INDEPENDENT CONTRACTOR AGREEMENT

The ICA, Independent Contractor Agreement, is the document that guides our relationship. To make sure that every Shopper is covered under the same agreement, please take a few minutes to review the current agreement and acknowledge that you agree to the terms as outlined.

We do give need to have this signed form in your file before you can shop for The Hart Experience.

This Independent Contractor Agreement will govern the relationship between you and The Hart Experience. If you accept the terms of this Agreement, you must sign this Agreement and return a copy to us. You may terminate this Agreement at any time by giving us written or verbal notice to the attention of Debbie Hart. The Hart Experience reserves the right to accept or decline any potential applicant at any time for any reason as an Independent Contractor for mystery shopping or any other service (Services) provided to The Hart Experience clients.

You will be an Independent Contractor of The Hart Experience, and nothing contained herein shall create the relationship of employer and employee. While you are conducting these Services for us as an Independent Contractor on a project by project basis, you may also be conducting similar services for other companies.

The Hart Experience will not withhold any income or social security taxes from your compensation nor pay any social security or employment security taxes with respect to your earnings on your behalf. You shall be responsible for payment of any federal taxes and will account to the proper authorities for all such amounts. You shall have no right to coverage of Workers' Compensation or Unemployment benefits as a result of providing services to The Hart Experience under the terms and provisions of this Agreement. In addition, you are not entitled to any benefits that The Hart Experience provides or may provide its employees. Finally, you are not, and will not be, an agent of The Hart Experience. You cannot enter into agreements on behalf of The Hart Experience or bind The Hart Experience in any manner. Your sole obligation to The Hart Experience will be to perform the assignments that you accept and to keep all information gathered on your assignments confidential. Prior to and during the performance of work under this Agreement, you shall have or obtain any licenses, permits or insurance coverage required for the performance of the work hereunder. Your appearance must be clean and orderly during the performance of assignments hereunder, and your demeanor must be professional.

You agree to provide The Hart Experience with Services on an assignment or a project by project basis. You may accept or reject any assignments or projects (assignments) offered to you, however, repeated failure or even a one-time egregious failure to meet requirements for a shop and/or the end results contracted for shall be a reason why The Hart Experience may not use your services for future assignments. You shall inform us if you are offered an assignment that involves work for one of our clients that you are currently employed by, have been previously employed by, and by whom any member of your family or close friends are currently employed by or have been previously employed by, and you understand that you may be ineligible for assignments involving these clients. In addition, you are prohibited from passing your assignments onto friends or other family members to complete without the prior written approval of The Hart Experience. Further, if we or our client believes that you are a friend, family member, or employee of a client you are providing Services for, you agree that we may disclose your name to the client and you may be immediately terminated from that assignment without pay. The Services will involve observation and evaluation of certain businesses and products in accordance with our clients' requirements for the assignment. These requirements will be communicated to you prior to your acceptance of each assignment. The Hart Experience specifications will relate directly to the results expected and not to the details of performance, which shall be at your sole discretion. Within the bounds of the assignment, you will control the time, the date, and the manner of performing the assignment. Failure on your part to perform assignments within required date and time ranges, or in accordance with the client's requirements or in a professional manner, shall and will be reported to The Hart Experience by clients, and may be grounds for termination (immediate or otherwise) of this Agreement.

The Hart Experience will quote a fee or reimbursement for a particular assignment in advance of your acceptance of the assignment. There may also be reimbursement for certain purchases required in connection with an assignment. You will be responsible for all other expenses which you incur in the performance of Services for The Hart Experience; non-reimbursable expenses may include, but are not limited to, local travel, postage, photocopies of reports, fax charges, computers, internet connections, and paper and ink costs to download electronic assignments. You understand and agree that The Hart Experience reserves the right to withhold all or partial payment for work submitted by you that The Hart Experience or its Client deem to have been done improperly, incompletely, fraudulently, or submitted late. All compensation will be paid in arrears via check or through PayPal around the 15th to 20th of each calendar month, which covers completed assignments received in our office during the previous month. You are responsible for your own taxes. For all of the United States Independent Contractors, a Form 1099 is sent to those who earn \$600 or more in actual shop fees during a calendar year. If these fees are less than \$600 and you do not receive a Form 1099, you are still responsible for all taxes on monies earned.

If you ever file for unemployment, do not list The Hart Experience as an employer because you are not an employee of The Hart Experience. If you list The Hart Experience as your employer, we must and will inform the state unemployment office that you are not an employee but an Independent Contractor.

The Hart Experience has no control over or involvement with the products or services of its clients, which you may purchase or utilize in the performance of an assignment. If you suffer any damage, cost or loss as a result of or in connection with the products or services of The Hart Experience clients, you will make no claim against The Hart Experience for such damage, and you will hold The Hart Experience harmless regarding any claim you may assert against any other party. You agree to indemnify, defend and hold harmless The Hart Experience, and any or all of its affiliates and against any and all third parties for all losses, demands, claims, damages, expenses, judgments or liabilities, including costs, attorneys' fees, taxes, fines, penalties, interest or other awards that may be imposed on, incurred by or asserted against The Hart Experience as a result of any claim arising from or in connection with any negligent, wrongful or unlawful act or omission on your part. You hereby warrant and represent that in the event that you drive to and/or from mystery shopping or Services locations that you will maintain appropriate automobile liability insurance covering travel to and from those locations, including while you are on the premises of a client, as well as a valid driver's license and registration. As such, you hereby release any and all claims against The Hart Experience, as well as indemnify The Hart Experience as detailed above, for any and all claims that may arise out of travel to and from Services locations or while on a client's premises. You also agree to notify The Hart Experience if you have been, or in the future are, convicted of a misdemeanor or felony, or have been, or in the future are, named as a defendant in a lawsuit alleging fraud or misrepresentation, any of which shall, in the sole discretion of The Hart Experience, be grounds to disqualify you immediately or otherwise from receiving assignments hereunder. Performing assignments hereunder while under the influence of alcohol or drugs (except duly prescribed prescription medications) is prohibited and shall be grounds for immediate termination of this Agreement. In carrying out your performance under this Agreement, you shall comply with all applicable federal, state and local laws, rules, regulations, and orders.

The Hart Experience has no control over or involvement with the products or services of its clients, which you may purchase or utilize in the performance of an assignment. If you suffer any damage, cost or loss as a result of or in connection with the products or services of The Hart Experience clients, you will make no claim against The Hart Experience for such damage, and you will hold The Hart Experience harmless regarding any claim you may assert against any other party. You agree to indemnify, defend and hold harmless The Hart Experience, and any or all of its affiliates and against any and all third parties for all losses, demands, claims, damages, expenses, judgments or liabilities, including costs, attorneys' fees, taxes, fines, penalties, interest or other awards that may be imposed on, incurred by or asserted against The Hart Experience as a result of any claim arising from or in connection with any negligent, wrongful or unlawful act or omission on your part. You hereby warrant and represent that in the event that you drive to and/or from mystery shopping or Services locations that you will maintain appropriate automobile liability insurance covering travel to and from those locations, including while you are on the premises of a client, as well as a valid driver's license and registration. As such, you hereby release any and all claims against The Hart Experience, as well as indemnify The Hart Experience as detailed above, for any and all claims that may arise out of travel to and from Services locations or while on a client's premises. You also agree to notify The Hart Experience if you have been, or in the future are, convicted of a misdemeanor or felony, or have been, or in the future are, named as a defendant in a lawsuit alleging fraud or misrepresentation, any of which shall, in the sole discretion of The Hart Experience, be grounds to disqualify you immediately or otherwise from receiving assignments hereunder. Performing assignments hereunder while under the influence of alcohol or drugs (except duly prescribed prescription medications) is prohibited and shall be grounds for immediate termination of this Agreement. In carrying out your performance under this Agreement, you shall comply with all applicable federal, state and local laws, rules, regulations, and orders.

You shall also provide The Hart Experience with a valid Social Security Number (SSN) that matches your name. If the SSN you provide The Hart Experience is not valid or does not match Internal Revenue Service records, then The Hart Experience may immediately terminate your Agreement with The Hart Experience.

The Hart Experience holds the copyright to the form questionnaire, which you will use in completing your assignments, and to certain other documents, which The Hart Experience may provide to you from time to time. The questionnaires and information you compile using the questionnaires are confidential and constitute trade secrets of The Hart Experience. Therefore, you are obligated by law not to divulge or disclose the information and the questionnaires. You agree not to disclose such confidential information to anyone at any time, unless The Hart Experience notifies you, in writing, that such information is no longer confidential. Upon receipt of our paperwork, should you elect not to complete the assignment, all paperwork and any enclosed documents should be immediately returned to The Hart Experience. All documents of The Hart Experience remain the property of The Hart Experience at all times. Finally, you agree not to disclose the names of The Hart Experience clients, the location of the assignments, or any information gathered during an assignment to anyone other than representatives of The Hart Experience.

Furthermore, by executing this Agreement you acknowledge that this Agreement specifically prohibits you from disclosing without The Hart Experience express written permission any of the above confidential information to anyone, including but not limited to, The Hart Experience or its subsidiaries' competitors. Confidential information includes information related to The Hart Experience business or its actual or demonstrably anticipated research or development, including, but limited to (a) trade secrets (any scientific or technical information, design, process, procedure, formula, data-processing technique, or improvement that is valuable and secret (in the sense that it is not generally known to The Hart Experience competitors or to its clients as applicable) including without limitation to information and technology embodied in computer programs (regardless of whether in source or object code form), system and user documentation, and program designs, that provide The Hart Experience or its clients with an advantage over their respective competitors), inventions, ideas, processes, computer source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, costs, licenses, sales data, suppliers, and customers; (c) information regarding the skills and compensation of The Hart Experience employees, contractors, and any other service providers of The Hart Experience; and (d) the existence of any business discussions, negotiations, or agreements between The Hart Experience and any third party. Should you disclose any of the above-mentioned information to any competitor of The Hart Experience or a competitor of our client, you could be held liable for breach of confidentiality. While The Hart Experience does not prohibit you from providing Services to its competitors, if you choose to do so you must take special care not to disclose any information regarding The Hart Experience to the competitors. Furthermore, you may not use the confidential information and questionnaires for your own benefit separate from completing assignments for The Hart Experience. You are also prohibited from soliciting clients through your association with The Hart Experience. Any breach of confidentiality will result in your immediate removal from our list of active Independent Contractors, and we reserve our right to pursue any and all legal action against you.

Completion of this Agreement by you does not guarantee that work will be available. All guidelines The Hart Experience gives you regarding your assignments, whether oral or written, are made a part of this Agreement by reference, provided that any guideline which is inconsistent with the terms of the Agreement must be in writing to be effective. We expect you to complete accepted assignments in the highest ethical and professional manner. Prompt, accurate reporting is vital on every assignment. By following our simple guidelines, you will provide essential services to The Hart Experience and enjoy simple, independent assignments, along with supplemental income. You further acknowledge that you have had the opportunity to obtain independent legal advice with respect to this Agreement prior to its execution.

NOTE: If you accept an assignment from The Hart Experience you will be deemed to have agreed to the terms of this Agreement even if you have not executed it and returned a copy to us as required.

PROPRIETARY & CONFIDENTIAL Not to be copied, disseminated or used for any purpose, except with the express written consent of The Hart Experience, 3/9/2018

Debbie Hart
The Hart Experience

Shopper

Signature:

Signature:

Date:

Date:

Name: Debbie Hart

Name:

Title: Owner

Email Address: Debbie@thehartexperience.com

Email Address: