



Agreement between Dynamic Advantage, Inc. and Independent Contractor

This Agreement is entered into between DYNAMIC ADVANTAGE, INC. (Company) and Contractor on Date of the electronic signature.

1. DYNAMIC ADVANTAGE, INC.

Company is in the business of providing a specific type of audit, known as “mystery shopping services” (Services), to business entities (Customers) desiring testing of their sales people, cashiers, and/or other employees, relative to customer service evaluation, sales ability, and/or compliance with company rules, policies and procedures.

2. INDEPENDENT CONTRACTOR

Contractor is an independent contractor in the business of providing Services by observation, evaluation and reporting of specified and certain business procedures in accordance with requirements of shopping assignments.

3. CONTRACTOR’S SERVICES

Contractor agrees to perform the Services on a per assignment basis. Each assignment shall be presented to Contractor by Company on a separate form, containing the particular Customer details of a specific assignment (Assignment). Contractor may accept or reject any offered Assignment. Each assignment shall be part of this Agreement. Contractor shall determine the method, details, and means of performing the Services as long as the Services are rendered within the Customers’ requirements.

4. COMPENSATION

Company agrees to pay Contractor for the Services, as set forth in the Assignment.

5. EXPENSES

Contractor shall be responsible for all expenses incurred in association with performance of the Services, except if a merchandise purchase is necessary to meet the Customers’ requirements. The merchandise reimbursement amounts will be set forth in the Assignment.

6. EQUIPMENT

Contractor shall be responsible to provide all equipment necessary to perform the Assignment. If a Customers’ requirements use specialized equipment (e.g. stopwatch, scale, thermometers) Company will rent or sell this equipment to the Contractor. If the Contractor chooses to rent the equipment a portion of final payment will be withheld until the Contractor

returns the equipment to Company at the Company's request. The Contractor may purchase the equipment from another source providing the equipment meets the Customers' requirements.

7. TERM OF AGREEMENT

This agreement will become effective on the date signed.

Either party may terminate this Agreement at any time by giving 30 days written notice to the other party.

8. DEFAULT

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving notification to the breaching party. Termination shall be effective immediately on receipt of the notice, or five days after mailing of the notice, whichever occurs first. For purposes of this section, material breach of this Agreement shall include but not be limited to the following:

- a. Nonpayment of compensation by Company after 45 days' written demand for payment.
- b. Failure of Contractor to comply with Customer Requirements as set forth in the Assignment.
- c. Failure of Contractor to complete Assignment within the established deadlines of the Assignment.

9. RELATIONSHIP OF THE PARTIES

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. In no circumstance shall Contractor look to Company as its employer, or as a partner, an agent, or a principal. Contractor shall not be entitled to any benefits accorded to Company's employees, including workers' compensation, disability insurance, or vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, disability, workers' compensation, or other Insurance as well as licenses and permits usual or necessary for performing the Services.

Contractor agrees to devote the necessary time and effort to complete the assignment according to the Customers' requirements to performance of the Services. Consistent with this requirement, Contractor may represent or perform services for such additional companies as Contractor sees fit.

10. PROCEDURES

Contractor understands that the Services must coordinate with Company's established protocols and security requirements. Therefore, Contractor shall conduct all shopping as designated in the Assignment.

11. PAYMENT OF PAYROLL TAXES

Contractor shall pay, when and as due, any and all payroll taxes incurred as a result of Contractor's compensation, including estimated taxes, and shall provide Company with proof of payment on demand. Contractor indemnifies Company for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by Company arising from Contractor's breach of this provision.

12. CONTRACTOR'S REPRESENTATIONS AND INDEMNITIES

Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of Company. Performance of the Services in a professional manner includes meeting the requirements of the prime contact under which Company is obligated to perform services for the Customer, and failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are to be performed.

Contractor shall and does hereby indemnify, defend, and hold harmless Company, and Company's officers, directors, and shareholders, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interests, penalties, and reasonable attorney fees and costs, that Company may incur or suffer and that result from, or are related to, any breach or failure of Contractor to perform any of the representations, warranties, and agreements in this Agreement.

13. PROPRIETARY INFORMATION

The written, printed, graphic, or electronically recorded materials furnished by Company for use by Contractor are Proprietary Information and are the property of Company or of Company's Customer. Proprietary Information includes, but is not limited to, pricing information, specific Customer requirements, Customer and potential Customer lists, and information on Customer's employees, agents, or divisions.

Contractor shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, confidential information, or know-how belonging to Company or Customer, whether or not it is in written or permanent form, except to the extent necessary to perform the Services. On termination of Contractor's services to Company, or at the request of Company before termination, Contractor shall deliver to Company all material in Contractor's possession relating to Company and/or Customer's business. The obligations on Proprietary Information extend to information belonging to customers of Company about whom Contractor may have gained knowledge as a result of performing the Services.

14. MISCELLANEOUS PROVISIONS

Any notices provided here under must be in writing and shall be deemed effective on the earlier of personal delivery (including personal delivery by telecopy) or the third day after mailing by first class mail to the recipient at the address indicated below the signatures at the end of this document.

If any term, provision, or part of this Agreement is found by a court to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, provisions, and parts of this Agreement shall nevertheless remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. On such determination that any term, provision, or part of this Agreement shall be deemed to be modified so as to affect the parties' original intent as closely as possible to the end that the transactions contemplated by this Agreement and the

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terms and provisions of this Agreement are fulfilled to the greatest extent possible.

This document constitutes the final, complete, and exclusive embodiment of the entire agreement and understanding between the parties related to the subject matter of this Agreement and supersedes and preempts any prior or contemporaneous understandings, agreements, or representations by or between the parties, written or oral.

This Agreement may be executed on separate copies, any one of which need not contain signatures of more than one party, but all of which taken together constitute one and the same agreement.

This Agreement is intended to bind and inure to the benefit of and be enforceable by Contractor and Company, and their respective successors and assigns, except that Contractor may not assign any of its rights and duties under this Agreement without Company's prior written consent.

If any legal proceeding is necessary to enforce or interpret the terms of this Agreement, or to recover damages for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, as well as costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

All questions concerning the construction, validity, and interpretation of this Agreement will be governed by the internal law, and not the law of conflicts, of the State of California.

The parties hereto acknowledge and submit to the exclusive jurisdiction and venue of the Superior Court of the State of California for the County of Los Angeles, North Central Judicial District, for judicial interpretation and enforcement of this agreement and for any legal action brought by the parties relative to this agreement.

No amendments or other modifications to this Agreement may be made except by a writing signed by both parties.