

## QUALITY APPROACH, INC - CONTRACT LABOR AGREEMENT

1. Agreement dated \_\_\_\_\_ between QUALITY APPROACH, INC, Redlands, CA and CUSTOMER SERVICE EVALUATOR (SHOPPER):  
  
\_\_\_\_\_
2. QUALITY APPROACH, INC will contract shopper and shopper will accept terms and conditions in this agreement. It is know and understood that QUALITY APPROACH, INC is contracting the above named as an Independent Contractor and must not be confused with an employee of QUALITY APPROACH, INC, or an employee of QUALITY APPROACH, INC'S client. Shopper is not entitled to any medical, dental or participation in other benefits in which QUALITY APPROACH, INC is engaged.
3. Shopper must also be aware that they are responsible for any state or federal taxes as governed by state or local government agencies. QUALITY APPROACH, INC will not withhold any taxes or such, but will register a 1099 Miscellaneous Form with the Federal Government at the end of the tax year, only if the shopper makes over \$600.00. If the shopper's yearly accumulation does not reach \$600.00, a 1099 is not filed.  
  
All payments collected by the shopper from QUALITY APPROACH, INC will be considered taxable, to include payments for conducting evaluations and some applicable reimbursable expenses. A Schedule C may be filed by the shopper to deduct applicable business expenses from the cumulative total of revenues received by the shopper from QUALITY APPROACH, INC.
4. Shopper's contract will begin on QUALITY APPROACH, INC may extend this contract as further assignments, become available for the shopper given the shopper has fulfilled past obligations appropriately, completely and in a timely manner.
5. QUALITY APPROACH, INC will pay shoppers a sum that will be determined per assignment. This sum will be payable upon receiving the shopper's Customer Service Evaluation or other information requested by QUALITY APPROACH, INC. Once QUALITY APPROACH, INC has received the information and the workmanship is in acceptable condition, the amount due will be mailed to the shopper's address currently on file. Payments are usually made bi-weekly on the 1<sup>st</sup> and the 15<sup>th</sup> of each month.
6. The duties of the "shopper" are to accurately assess the levels of customer service obtained by the shopper at the establishment in which they are asked to evaluate. QUALITY APPROACH, INC releases full responsibility for any misfortunes, accidents, legal liabilities or physical actions or results occurring to the shopper or by the shopper. Before, during or after the shopper is on assignment for QUALITY APPROACH, INC. It is fully understood by both parties that as an independent contractor the following is applicable:
  - A. Shopper is paid by the job assigned, not the time.
  - B. Shopper furnishes his own tools and materials necessary to fulfill the job commitment.
  - C. Shopper can realize a profit or loss from their services.
  - D. Exact work hours are established by shopper.
  - E. There is no guarantee of continuing or recurring this nature of work.
  - F. Shopper is in control of the services they provide and are free to provide the service to anyone whom they can negotiate an acceptable price.
  - G. If shopper fails to perform the work to specifications; they may be required to redo the work at no extra compensation or face legal action for breach of contract.

7. Either party may terminate this agreement with a three- (3) day written notice.
8. QUALITY APPROACH, INC requires that while on job assignment, full devotion to QUALITY APPROACH, INC'S business is adhered to and no other form of employment is being engaged in while on job assignment for QUALITY APPROACH, INC.
9. Shopper may be reimbursed for pre-authorized expenses, which may be incurred while on assignment for QUALITY APPROACH, INC. An itemized account, together with receipts, vouchers, invoiced or other requested proof of expenses must be presented to QUALITY APPROACH, INC along with the customer service evaluation and/or other completed assignment, to adequately be reimbursed. All expenditures and payments are subject to QUALITY APPROACH, INC approval. Any QUALITY APPROACH, INC monies collected by Shopper, not spent on assigned purchases, will be required to be refunded. Shopper understands that keeping unauthorized QUALITY APPROACH, INC monies may result in legal action.
10. QUALITY APPROACH, INC agrees to review, examine, inspect, or obtain the information the shopper is assigned to gather, only for the purposes described in section 6, above, and to otherwise hold such information confidential pursuant to the terms of this agreement.

QUALITY APPROACH, INC has or shall furnish to the shopper certain confidential information and may further allow the shopper the right to inspect the business of certain establishments and/or interview employees or representatives of such establishments, all on the following conditions:

- A. The shopper agrees to hold all confidential or proprietary information or trade secrets (information) in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for other purpose or disclosed to any third party.
  - B. No copies will be made or retained by the shopper of any written information supplied unless specifically asked to do so by a QUALITY APPROACH, INC executive.
  - C. At the conclusion of discussions, or upon demand by QUALITY APPROACH, INC, all information, including written notes, memoranda, or notes taken by the shopper shall be returned to QUALITY APPROACH, INC.
  - D. This information shall not be disclosed by shopper to any of the establishments' employees or other individual.
  - E. It is understood that the shopper shall have no obligation with respect to any information known by the shopper or generally known within the industry prior to the date of this agreement, or becomes common knowledge within the industry thereafter.
  - F. The terms of this section are to apply while the shopper is under contract with QUALITY APPROACH, INC or after the agreement is terminated. **All written and verbal information shopper receives from QUALITY APPROACH, INC is considered confidential.**
11. Any claim or controversy that arises out of or relates to this agreement, or breach of it, will be settled by arbitration within the County of San Bernardino, California in accordance with the rules then obtaining of the American Arbitration Association, with further actions taken as deemed necessary by QUALITY APPROACH, INC. This instrument is the entire agreement between QUALITY APPROACH, INC and the shopper as mentioned within. Oral changes will have no effect. It may be altered only by a written agreement signed by pertinent parties concerned.

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Shopper

Date