



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is made this ____ day of _____, 2009 by and between i-SPY Hospitality Audit Services ("i-SPY") and _____, an independent contractor ("Contractor"), residing at _____.

In consideration of the mutual promises made herein and intending to be bound, the parties agree as follows:

ARTICLE 1. STATUS OF CONTRACTOR

i-SPY retains independent contractors to assist in gathering data regarding levels of customer service, sales skills, and product knowledge as well as overall employee and restaurant performance. The Contractor is and will continue to be a self-employed independent contractor and **NOT** an employee of i-SPY. The Contractor is not a partner, employee, joint venture, or affiliate of i-SPY. The Contractor understands and agrees that he/she is not entitled to and will not receive any medical, dental, unemployment insurance, vacation or sick pay or any other employment benefit from i-SPY. The Contractor is responsible for payment of any and all federal, state, and local taxes on any fees that are paid to shopper by i-SPY.

The Contractor is responsible for his/her conduct and will comply with all applicable laws. i-SPY will have no liability to any third party for any claims arising of the Contractor's actions, which may arise during the course of the Contractor accepting, and fulfilling assignments provided by i-SPY. Contractor has no authority to enter into any contracts on behalf of i-SPY nor bind it to any contract.

Moreover, Contractor agrees to defend, indemnify and hold i-SPY harmless for any third party liability arising out of Contractor's conduct of his/her assignment.

ARTICLE 2. TERM OF AGREEMENT

This Agreement will become effective upon signature by Contractor, and will continue on a per-assignment basis or until the termination by either party, in writing.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall perform services as outlined in Mystery Shopping Procedure ("Audit" and "Writing" manuals), which will be provided to you, but not before you have signed this ICA, prior to any training meal or meal you perform on your own as scheduled by i-SPY, which will demonstrate/explain/outline in vivid detail the way all restaurant shops are to be performed and then written.

ARTICLE 4. COMPENSATION

i-SPY will pay the Contractor a fee agreed upon in writing (typically \$15 for meals) and reimburse them an amount equal to the cost of food, drinks, tax and gratuity, as set forth in the corresponding "Audit" Manual for the client.

ARTICLE 5. CONFIDENTIALITY AND COVENANT NOT TO COMPETE

Contractor understands and agrees that all forms, records, reports, documents, files, information, instructions and all documents (whether marked "confidential" or not) relating to specific assignments and information regarding i-SPY's business including, the nature and method of the evaluation assignment, the questions used for the evaluation assignment, the location(s) Contractor was assigned to evaluate, the name of the businesses the Contractor evaluated, the frequency that the Contractor was called about assignments, guidelines or the Procedure, all collectively referred to as "Trade Secrets", which the Contractor may use, learn, prepare or come in contact with during or as a result of an assignment, shall remain the sole property of i-SPY.

In providing services to i-SPY, the Contractor warrants he/she will not disclose, directly or indirectly, to any individual, business entity or any third party, the Trade Secrets of I-SPY nor reveal the identity of any employee or other contractor providing services to I-SPY, including i-SPY's clients.

During the term of this Contract (the last assignment you performed and were paid by i-SPY) and for a period of two (2) years thereafter, the Contractor will not engage in, own an interest in, manage, control, become employed by (excluding independent contractor mystery shopping), represent, participate in or be connected to the ownership, management or control of any business which provides quality assurance mystery shopping services for the hospitality industry, in the Counties of Philadelphia, Bucks, Montgomery, Chester and Delaware, Pennsylvania, as well as Camden and Atlantic Counties in New Jersey, New York City and the Washington D.C. Metro Area. During said same period, Contractor shall not attempt to influence i-SPY's clients to place their business with any other individual or business entity which provides auditing/shopping services in the above-noted geographical area.

Contractor acknowledges that in the event of a breach or threatened breach of the covenants set forth in this Article that I-SPY would be entitled to injunctive relief in a court of competent jurisdiction.

No exceptions to this provision shall be made without specific written permission from an officer of i-SPY.

ARTICLE 6 GENERAL PROVISIONS

6.1 Entire Agreement

This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor for i-SPY, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

6.2 Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.3 Arbitration

Excluding a claim for injunctive relief and claims thereunder, any breach or controversy regarding this Agreement shall be determined by arbitration in accordance with the rules then in effect of ADR Options, Inc. Arbitration shall held in Philadelphia, Pennsylvania. Any determination made by the Arbitrator shall be binding upon all parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator may award reasonable counsel fees and costs in the arbitrator's sole discretion.

6.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

MARC KRAVITZ (For i-SPY hospitality audit services)

DATED

Independent Contractor

DATED

Please print, fill out and sign this document, and then either **SCAN/ EMAIL** (marc@ispy4u.net) or **FAX** to 267.236.7106