

## GENERAL TERMS AND CONDITIONS:

This contract constitutes an Agreement for the services named are subject to the following terms.

## GENERAL

In this Agreement “we”, “us”, “SCI,” and “our” refers to Shoppers Confidential. “you”, “your”, “client”, “end user”, refers to the said Client/Company stated on the reverse side of this Agreement. “Parties” refers to both you and us collectively.

## JURISDICTION

This Agreement is governed by and is to be construed in accordance with the laws of the province of Ontario. You represent and warrant to us that you have authorized, entered into and execute this Agreement by signing where noted with attached quote for services. You authorize the services to be completed as described. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach. No modification of this Agreement is effective unless it is in writing and signed by both parties. This Agreement and any modification of it constitutes the entire Agreement between the parties.

## PAYMENTS

Shoppers Confidential has payment terms of net 15 days from invoice issuance. Cheques returned NSF or dishonoured by a financial institution for any reason will be subject to a fee of \$50. An interest rate of 1.5% (18% annually) will be applied to any and all accounts past due by 10 days or more. Overdue accounts may subject to being paused and portal access locked until payments are brought up to date without notice.

When applicable, qualified Mystery Shoppers are eligible to receive any and all reimbursements for their costs of visiting your location according to the limits imposed by us or you at the time of authorizing this Agreement. You are required to pay these amounts as described in this Agreement in order to receive the data we collected.

## DEMOGRAPHIC DATA

We gather data submitted by Mystery Shoppers when using a mystery shopper program. The demographic data and specific shopping experiences of any Mystery Shopper is only as accurate as the Mystery Shopper entered it. “Demographic data” is defined as any information a Mystery Shopper provides to us or others in the registration and qualification process. The Mystery Shopper is solely responsible for their own Demographic Data and Shoppers Confidential acts as a passive conduit for the online/written distribution and publication of this data in a statistically meaningful manner.

## ACCESS TO OUR PORTAL SITE(S)

The information collected and processed through these sites are proprietary in nature to Shoppers Confidential and constitutes a valuable property being furnished to you, the Client. Clients promise they will comply with all provisions of the separate User Agreement regarding access to and the use of all software, runtime routines, source codes furnished them by Shoppers Confidential directly or through these websites, the customizable features and the resulting data and reports. Use of the portal may incur a monthly maintenance fee as outlined in your quote.

## ACCESS AND REPRODUCTION

Any end user given access to our web sites for any reason will not monitor or copy our web pages or the content contained herein without the prior express written permission of Shoppers Confidential. All reports produced from data obtained through our sites or furnished to you via internet login access, mail, fax, email, or in person, remain the property of Shoppers Confidential and shall not be used for any purpose inimical to this Agreement, any separate written Agreement with Shoppers Confidential, in violation of our Privacy Statement, or of any applicable provincial or federal law or code. Furthermore, except as expressly provided herein, no material may be modified, republished, uploaded, posted, sold or distributed in any way, without the prior written permission from us. You must comply with all applicable laws. You must treat as confidential all material supplied to you by us that is clearly labeled "Confidential", and not permit its disclosure without our written consent except as required by applicable law, including the Freedom of Information and Protection of Privacy Act.

## OBJECTIVE AGREEMENT

You agree the objective of a customer experience program (in whole or in part combined with Mystery Shopping) should be to provide management information on processes and/or quality of service, in order to aid training and retraining plans, improvements in service and hence increase customer satisfaction. Such programs must not be used as the basis for dismissals and reprimands. When conducting such programs, any and all Protection and Code of Conduct Acts must be adhered to.

We do offer competitor intelligence programs with the intention of gaining insights to improve your customer experience and offer information for your businesses training programs. Please be advised that your contract with us is not exclusive. Although you have created a program with us, a competitor may approach us to complete a competitor intelligence program on your business. All information obtained in your program is confidential to you and your business and we will not share or disclose insights, data, or feedback. Same is true for competitor intelligence programs, we will not share information or data from a different client with you. Competitor Intelligence may also reveal issues/obstacles that were unexpected to both Shoppers Confidential and your company. We agree to do everything possible to ensure results and as such, miss fire fees may apply in these circumstances and your contact will advise you as such.

It is your obligation, and you must inform your staff that your location is subject to, or intends to undertake, a mystery shopping program or programs. Staff must be advised that their service delivery may be checked from time to time via mystery shoppers. Details need not be given on when exactly the review will take place, exact details of aspects to be covered, or the types of mystery shoppers to be used.

The objectives and intended uses of the results of your program must be made clear to staff. If reporting is likely to be at an individual branch or store level or individuals will be named or recorded by visual or sound recordings, this information must be provided.

If bonus schemes are to be based on a mystery shopping program, this must be relayed to your staff. It is your obligation to notify your staff that your location is subject to, or intends to undertake, a customer experience program as Canada's Privacy Protection Policy and Code of Conduct Acts must be adhered to. Staff must be advised that their service delivery may be checked from time to time via mystery shoppers, social media monitoring, app feedback integrations, VoC surveys etc. Details need not be given on when exactly the review will take place, exact details of aspects to be covered, or the methods or persons used to obtain the information.

The aim of a customer experience program should be to increase customer service levels and develop staff through training and motivation. Disciplinary action must not be taken on the basis of the program except in extreme circumstances which the employer could not ignore i.e. criminal activity.

Where visual or sound recordings of individuals are held, as much information as possible about the future use of the data must be given to your staff, in particular: when they are likely to be used; to whom they are likely to be shown; for what purposes they are likely to be used; where the data is to be kept and for how long. It is your responsibility to acquire clearance from any and all unions or staff organization representatives if applicable.

The Client should assess the impact of the monitoring on the privacy, autonomy, and other legitimate rights of staff.

## TERMINATION

Cancellation by Us: Notwithstanding any other provision of this Agreement, if you fail to comply with any provision of this Agreement then and in addition to any other remedy or remedies available to us, we may, at our option, terminate this Agreement by giving written notice of termination to you and when such option is exercised, we will be under no further obligation to you.

Shoppers Confidential reserves the right to cancel any contract. Written notice will be provided, and any monies paid in relation to services not yet provided will be refunded. Upon termination of the contract, the client agrees to pay for all services provided by us pursuant to the contract up to and including the day of termination.

Cancellation by client: The contract may be cancelled by the client upon the provision of written notice to Shoppers Confidential. Such written notice must be delivered by certified or registered mail. The contract will terminate 30 days from the first of the month, following our receipt of the written notice. We will not be held responsible for lost or misdirected mail. Upon termination of the contract, the client agrees to pay for all services provided by us pursuant to the contract up to and including the day of termination. The One Time Start-up fee is non-refundable. Services cancelled within the stated contract period may be subject to an early cancellation fee.

## PRICING AND RENEWAL

Annual contracts renew automatically. A 5% price increase is added to all renewal contracts unless a promotional price was contracted. Last minute mystery shop requests will be charged at a premium. Shoppers Confidential may at any time provide a 30 notice of price adjustments due to location specific issues (riots, cultural or political issues, etc.), environmental or natural disasters, political or economic changes and circumstances, etc.

## RESTRICTION OF LIABILITY

Neither Shoppers Confidential nor the Client shall be liable to the other in any event for lost profits or any special, incidental or consequential damages arising out of or in connection with our services or our web sites (however arising, including negligence). In all other cases, you agree that the limit of liability for Shoppers Confidential shall be no more than the total annual fee as stated in this Agreement. It is also agreed that the client's limit of liability to Shoppers Confidential shall be no more than the total annual fee as stated in this Agreement.

## WARRANTY

Our services and web site are provided "AS IS" and without any warranty or condition, express, implied, or statutory. We and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. This warranty gives you specific legal rights and you may also have other legal rights which vary from province to province and state to state.

Because Shoppers Confidential has no control over the data as it is entered by Mystery Shoppers or actual customers, nor how any reports produced there from are used, we are not responsible for any errors or omissions, whether deliberate or accidental, in the data or the resulting reports. In the event any end user of the reported data may have a dispute with any mystery shopper or real feedback customer, such user hereby releases Shoppers Confidential (and our officers, directors, agents, subsidiaries, and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees harmless and blameless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of the Agreement or your violation of any law or the rights of a third party.

Any controversy or claim arising out of or relating to this Agreement or our services shall be conducted and settled in Toronto, Ontario, Canada, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.



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