



## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is entered into this Date, as Typed on Secret Hopper Application (“Effective Date”), by and between Secret Hopper, LLC, a Virginia limited liability company (the “Company”), and Name, as Typed on Secret Hopper Application, an individual and resident of State, as typed on Secret Hopper Application (“Contractor”) (Company and Contractor each a “Party” and collectively, the “Parties”).

### **RECITALS**

WHEREAS, the Company desires to contract with Contractor for it to perform various secret shopping services for the Company’s beer industry market research business (the “Company Business”), on the terms, conditions, and covenants set forth in this Agreement; and

WHEREAS, Contractor is willing and desires to be retained by Company to perform various services for the Company Business on the terms, covenants, and conditions set forth below.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are expressly acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

### **AGREEMENT**

#### **1. Services; Compensation**

1.1 **Services.** Subject to the terms of this Agreement, Contractor shall perform the Services for and on the Company’s behalf as identified and set forth in the “Statement of Assignment” or “Assignment” attached hereto and incorporated herein as **Schedule 1.1** (such services being defined collectively herein as the “Services”). Any subsequent Statement of Assignment entered into pursuant to this Agreement shall be executed by an authorized Manager of Company and Contractor and automatically become incorporated with and integrated into this Agreement (each a “Statement of Assignment” and collectively, the “Statement of Assignments”). Any conflict or inconsistency between the provisions of this Agreement and any subsequently executed Statement of Assignment shall be resolved by giving precedence to the most recently executed Statement of Assignment under which the Services are to be performed and then to this Agreement. The manner and means by which Contractor chooses to complete the Services are in Contractor’s sole discretion and control. In performing the Services, Contractor shall provide his/her own equipment, tools and other materials at his/her own expense. Contractor shall perform the Services necessary to complete the Services in a timely and professional manner consistent with industry standards, and at a location, place and time, which Contractor deems appropriate. Contractor shall make his/her progress of performing the Services known and immediately available to Company upon Company’s written or electronic request for the same.

1.2 **Compensation.** In consideration of Contractor’s full performance of the Services, Company shall pay and deliver the specific items of payment described in **Schedule 1.2** attached hereto and incorporated herein (defined herein as, the “Fee Compensation”) (the Fee Compensation being defined herein as, the “Compensation”). The Contractor shall submit all required documents after performing each

Assignment (as defined below) for review by Company. Notwithstanding the foregoing, failure to perform the terms and conditions described in the Services shall be a material breach of this Agreement and in the Company's sole discretion may result in termination without Compensation. Company shall have no other Compensation or payment obligations other than as defined by and pursuant to the terms and conditions provided for herein.

## **2. Parties' Relationship; Taxes**

2.1 Independent Contractor. It is the express intention of the Parties that (a) Contractor is an independent contractor; (b) neither Party is an agent, representative, joint venture, or partner of the other Party; (c) neither Party shall have any right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party; and (d) this Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either of the Parties. Company will not maintain direct supervision or control over the acts of Contractor taken in furtherance of the Services. Therefore, Contractor at all times retains the absolute right to control and perform the Services by his/her own method and manner. Contractor is responsible for transportation to and from any Service and is not acting in the course of the Service during such transportation. Contractor is responsible for carrying his/her own automobile insurance, if driving to and from the Service, and may be asked to provide proof of insurance to Company. Contractor will only receive payment for any Visit and/or any other flat fee agreed upon by both Parties pursuant to the Statement of Assignment, and will not be reimbursed for any additional and extraneous expenses (e.g. transportation and time spent).

2.2 Taxes and Benefits. Company will not treat the Contractor as an employee for any purpose, including but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax, workers' compensation, unemployment, insurance, or pension or profit sharing plans. The Contractor shall be solely responsible for, and pay, all self-employment, income, and other taxes due on account of the Contractor's relationship with Company. Contractor agrees to pay all self-employment and other taxes on the Compensation provided to him/her and his/her employees. Contractor will defend, indemnify and hold the Company harmless from and against all claims, damages, losses, and costs and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed upon the Company to pay any withholding taxes, social security, unemployment or disability insurance, or similar items including, but not limited to labor laws or wage laws, imposed by any applicable local, state or federal governmental agency, in connection with Compensation received by Contractor. Contractor acknowledges that no insurance whatsoever, including Worker's Compensation Insurance has been or will be obtained by the Company on behalf of Contractor or his agents, contractors or employees.

## **3. Confidentiality**

3.1 Definition. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how of the Company, including, but not limited to, research, business plans or models, product plans, products, services, computer software and code, developments, inventions, processes, formulas, technology, designs, drawings, engineering, customer lists and customers (including, but not limited to, customers of the Company on whom Contractor called or with whom Contractor became acquainted during the Term of his performance of the Services), markets, finances or other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Confidential Information does not include information which: (a) is known to Contractor at the time of disclosure to Contractor by the Company as evidenced by written records of Contractor, (b) has become publicly known and made generally available through no wrongful act of Contractor, or (c) has been rightfully received by Contractor from a third party who is authorized to make such disclosure.

3.2 Non-Use and Non-Disclosure. Contractor shall not, during or subsequent to the Term of this Agreement: (i) use the Company's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company, or (ii) disclose the Company's Confidential Information to any third party. It is understood that said Confidential Information is and will remain the sole property of the Company. Contractor shall take all commercially reasonable precautions to prevent any unauthorized use or disclosure of such Confidential Information. Contractor, his/her servants, agents, and employees shall not use, disseminate or distribute to any person, firm or entity, incorporate, reproduce, modify, reverse engineer, decompile or network any Confidential Information, or any portion thereof, for any purpose, commercial, personal, or otherwise, except as expressly authorized in writing by the Manager then appointed by the Company. Upon completion of the Services, expiration or termination of the Term of this Agreement, or at any time thereafter, Contractor and his/her servants, agents, and employees shall promptly return to the Company, or upon the request of the Company shall destroy or delete, all such tangible and intangible Confidential Information, including, but not limited to, any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by Contractor pursuant to his/her performance of the Services or otherwise belonging to the Company. If requested by Company, upon the termination or expiration of this Agreement with the Company, Contractor agrees to and shall execute and deliver a termination certification attesting to the performance of the terms and conditions of this Section 3.2; which may be provided by Company in its sole discretion and timing.

#### **4. Term; Termination**

4.1 Term. This Agreement will commence on the Effective Date and will continue in effect until the earlier of: (i) the completion and delivery of the performance of the Services; or (ii) the termination as provided in Section 4.2 below.

##### 4.2 Termination.

a. *For Cause:* This Agreement will automatically terminate for "Cause" and be a material breach of this Agreement upon any of the following events:

(i) Contractor submitting falsified data for any Services, whether in the form of text, audio, video, photograph, or facsimile, or any other means of data transmission, willingly, unwillingly, regardless of negligence or ineptitude, with or without malicious intent;

(ii) Contractor creates or maintains more than one (1) account with Company and using or abusing multiple accounts; and

(iii) Failure to abide by the legal age requirement through identification fraud, by using a fake or fraudulent identification, or by misrepresenting the age or identity of an individual.

Pursuant to this termination under this Section 4.2(a) Contractor shall not be reimbursed for any accepted Assignment, pending or completed, and Company will pursue any and all legal remedies that it may determine, including, without limitation, automatic denial of Compensation for any Services performed. Failure to abide by any legal age requirement is a felony and will be prosecuted to the fullest extent of the law. In addition to criminal prosecution for violating 4.2(a)(iii) if applicable, Company reserves the right to collect all current and future lost revenue that resulted due to Contractor's fraudulent activity, including, without limitation, monetary and brand damages in the amount of the greater of One Thousand and 00/100 Dollars (\$1,000.00 USD) or actual damages.

b. *Notice:* Company may terminate this Agreement at any time upon notice effective immediately. Contractor may terminate this Agreement upon delivery of ten (10) days prior written notice of such intent to terminate the Agreement. In the event Contractor cannot complete any accepted Assignment pursuant to the Services, Contractor must notify Company as soon as possible. Any such notice

of termination shall be addressed to the Party at the address shown below or such other address as either Party may notify the other of and will be deemed given upon delivery if personally delivered, or three (3) business days after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

4.3 Effect of Termination. Upon the termination for any reason, or upon expiration of this Agreement, or upon the Company's earlier request, Contractor shall: (a) discontinue use of all Confidential Information of the Company, and (b) deliver to the Company all work product and all embodiments of the Company's Confidential Information that Contractor may have in Contractor's possession or control. Upon the termination for any or no reason, or upon expiration of this Agreement, so long as Contractor is in full compliance with the terms and conditions of this Agreement, Company shall pay and deliver the Compensation then owed to Contractor, as provided for in **Schedule 1.2** attached hereto and incorporated herein.

4.4 Survival. Upon termination or expiration of the Term, all rights and duties of the Parties toward each other will cease except Section 2, Section 3, Section 4, Section 6, Section 7, Section 8, Section 9, and Section 10 shall survive any termination or expiration of the Term of this Agreement.

## **5. Assignment**

This is a contract for the services of Contractor; consequently, Contractor shall not transfer or assign all of his/her rights nor delegate all of his/her obligations hereunder, in whole, whether voluntarily or by operation of law, without the Company's prior written consent. Any purported entire transfer, assignment, or delegation by Contractor without such prior written consent shall be null and void *ab initio* and of no force or effect. In addition, Company may assign or transfer its rights hereunder without Contractor's prior written consent. Subject to the foregoing, this Agreement shall inure to the benefit of the Parties and their successors, transferees, and assignees.

## **6. Indemnification**

6.1 Contractor hereby releases Company and its clients from and against all claims, suits, and actions based upon any personal injury, illness, death, property damage, or any other loss sustained by Contractor as a direct or indirect result of the connection with his/her Services rendered to Company. Such connection shall include, but not be limited to, the following: (i) ingesting food or drink during the course of the Services, (ii) transportation to and from the Service, and (iii) negligent or intentional acts or omissions attributable to the Service. Company is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, or delayed computer or facsimile transmissions which may limit Contractor's ability to accept or view a Statement of Assignment, fulfill a Service, or collect Compensation for performance of the Services.

6.2 Contractor shall defend, indemnify, and hold Company and its clients harmless from and against all claims, suits, actions, general and special damages, costs (including attorney fees), and expenses, resulting from Contractor's performance of Services, including but not limited to the following: (i) any personal injury, death, or property damage, resulting in whole or in part from the breach by Contractor of any of his/her obligations hereunder sustained by Contractor or any third party; (ii) from any negligent or intentional act or omission attributable to Contractor or any of his/her agents, assistants, or employees hereunder, (iii) any intentional or unintentional acts performed by Contractor or any of his/her agents or contractors associated with or derived from the consumption of alcoholic beverages, (iv) any action by a third party that is based upon any negligent, reckless, or intentionally wrongful act or omission of Contractor or (v) a determination by a court or agency that Contractor is not an independent contractor under this Agreement.

## **7. Conflicting Obligations**

Contractor hereby represents and warrants that he/her and the agents or contractors he/she provides hereunder to perform the Services, if any, have no outstanding agreement or obligation that are in conflict with any of the provisions of this Agreement or that would preclude Contractor or his/her agents or contractors from complying with the provisions hereof, including the provisions of Sections 1.1 and 3 hereof.

## **8. Solicitation of Agents, Contractors, Suppliers, and Customers**

8.1 Non-Solicitation of Agents and Contractors. The Contractor agrees that during the Term of this Agreement, and for a period of twelve (12) months immediately following the expiration or termination of the Term of this Agreement for any or no reason, the Contractor shall not directly, indirectly or through an intermediary, solicit, induce, recruit or encourage any of the other Company's employees, subcontractors, agents or contractors to leave their employment or engagement with the Company, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away agents, employees, subcontractors, or contractors of Company, either for it or for any other person or entity who directly competes with Company. Such restrictions shall apply whether the Contractor is acting on its own behalf, or the benefit or direction of any other person or entity.

8.2 Non-Solicitation of Clients. Contractor shall not, for a period of twelve (12) months following the expiration or termination of this Agreement, for any or no reason whatsoever, either as an officer, stockholder or member, director, employee, representative, partner, sole proprietor, broker, agent, or independent contractor, solicit, accept or otherwise perform business that is the same as the Company's Business directly for any of the Company's clients. For the purposes of this Agreement and this Section 8.2, "the Company's clients" means and is defined as any person, company or other third party to which the Company is providing or has provided services during the Term hereof or during the previous two (2) years from the expiration or termination date of this Agreement.

## **9. Venue; Governing Law; Equitable Relief**

9.1 Venue. Except as provided in Section 9.3 below, Company and Contractor agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement must be filed and fully be resolved exclusively in state or federal courts located in the City of Norfolk, Commonwealth of Virginia and the Parties hereby consent to jurisdiction in the foregoing courts.

9.2 Governing Law. The terms, conditions and provisions of this Agreement and any dispute arising hereunder shall be governed by and under the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

9.3 Equitable Relief. The Parties may, without limiting any other remedies, rights, or recourse under the laws of the Commonwealth of Virginia, apply and pray to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without posting an injunction bond.

## **10. Miscellaneous**

10.1 Entire Agreement. This Agreement, along with any Exhibits, Schedules, or Statements of Assignment agreed to by the Parties, is the entire agreement of the Parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the Parties hereto. In the event of any conflict between the terms of this Agreement and any Exhibit or Schedule hereto, the terms and conditions of this Agreement shall control and govern the rights and duties hereunder.

10.2 Amendments and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term, waived only by a writing signed by the Party to be bound. No waiver of any default of the terms or conditions of this Agreement will be deemed to be a waiver of any other default, or any subsequent default of any terms or conditions of this Agreement, but will apply solely to the instance to which such waiver is directed.

10.3 Notice. Any notices or correspondence required to be delivered between the Parties hereunder shall be forwarded to the following addresses:

**Company:**

Attn: Andrew Coplon, Manager  
Secret Hopper, LLC  
P.O. Box 6304  
Norfolk, Virginia 23508

**Contractor:**

Attn: Name As Typed On Secret Hopper  
Application  
  
  
*PayPal Email: Email As Typed On Secret  
Hopper Application and/or Experience Report*

10.4 Severability. If a court of competent jurisdiction holds any provision of this Agreement, or its application to any person, place or circumstance, to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places and circumstances shall remain in full force and effect.

10.5 Attorneys' Fees. In any legal or equitable action or other proceeding brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, fees, and costs. As used in herein, the "prevailing Party" means the party in whose favor a judgment, order, or decree is rendered/entered.

10.6 Counterparts; Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. The headings provided for herein are for convenience and reference only, and shall not be deemed a substantive part of this Agreement.

10.7 Recitals. The recitals contained in this Agreement above are incorporated into and made an integral and substantive part of this Agreement.

***[Signatures on the following page]***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date first above written.

**COMPANY**

**Secret Hopper, LLC**  
a Virginia limited liability company

By: Andrew Coplon

Date: Date As Typed On Secret Hopper Application

Name: Andrew Coplon

Title: Manager

**CONTRACTOR**

By: Name As Typed On Secret Hopper Application

Date: Date As Typed On Secret Hopper Application

Name: Name As Typed On Secret Hopper Application

Title (*if applicable*): \_\_\_\_\_

## Schedule 1.1

### Statement of Assignment

Each Statement of Assignment shall adhere to the following terms and conditions under this Agreement:

- Contractor shall be at least twenty-one (21) years of age.
- Contractor shall not consume more than two alcoholic beverages, or the equivalent of two alcoholic beverages, when they are on an Assignment.
- Conduct shall remain professional and Contractor shall not disclose his or her role as a Secret Hopper and shall retain anonymity prior to, during, and after performing Services.
- Contractor shall maintain only one (1) account with Company.
- Contractor shall submit complete and concise reports on Company website by the date and time agreed upon, and to be available by both telephone and email communication to answer any questions Company may have. Report shall include detailed, concise, accurate, factual, and timely documentation of observations and interactions.

### Specimen of Statement of Assignment

You will be a Secret Hopper at \_\_\_\_\_ (Address, City, State, Zip) on [Day of Week], [Month, Day, at [Time frame window] pm. For your mission, you will need to pay very close attention to all the points mentioned in the link to the questionnaire below. Upon arriving at \_\_\_\_\_, please take a seat at the bar and order a flight. Following your flight, please order a pint of any beer you choose. Remember, never reveal you are a Secret Hopper.

<https://www.secrethopper.com/secret-hopper-XYZ>

The password to access the questionnaire is: [unique password]

Please submit your feedback on the questionnaire within 24 hours of the visit. Remember to always answer honestly and be as detailed as possible in the questions that require further explanations. After all, you are a huge part of helping make our already great beer community even better. Also, please email us a clear picture of your itemized receipt upon submitting the report.

Each completed Statement of Assignment shall be delivered to the Company, within twenty-four (24) days of completion for review and analysis of each finalized Assignment. The determination of the quality of each complete Statement of Assignment shall be in the Company's sole discretion. Upon acceptance by the Company, it shall pay and deliver that Statement of Assignment's Compensation pursuant to **Schedule 1.2**. If the report is received greater than twenty-four (24) hours after the scheduled completion of the assignment, the Company has the right to pay Contractor half of the offered pay rate.



## **Schedule 1.2**

### **Fee Compensation**

Company will pay Contractor per Statement of Assignment upon receipt and acceptance for each submitted Statement of Assignment within forty-five (45) days following Contractor's submission and delivery to Company of all necessary documents and information as set out in the Statement of Assignment. The rate of pay varies based on the costs, complexity, time and location of a job assigned as described in each Statement of Assignment. All information concerning pay is clearly disclosed when Contractor accepts a Statement of Assignment. In most cases, the pay rate is a flat rate and is not adjusted based on actual expenses.

By way of example and mere illustration only, if the rate of pay is \$20 and the Contractor spends \$30 on expenses to complete the Statement of Assignment, then Contractor will still only be paid \$20 total.

Additional compensation for expenses, meals, gas, tax, tips, etc. will not be provided by, paid for, or reimbursed by Company. All payments to Contractor will be delivered through PayPal or any other means selected by the Company in its sole discretion. Contractor shall provide Company with his/her e-mail address associated with his/her PayPal account prior to accepting an Assignment. Contractor shall accept all fees associated with receiving Compensation through PayPal or any other method of Compensation delivery used by Company.