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**MSP Services, LLC –**

**WORK FOR HIRE AGREEMENT**

This Work for Hire Agreement (this "Agreement") is made effective of this date, by and between Mystery Shopper Pros and the Contractor. In this Agreement, the party who is contracting to receive the services shall be referred to as "Mystery Shopper Pros" and the party who will be providing the services shall be referred to as "Contractor". The Contractor must be a minimum of age 18.

**I. DESCRIPTION OF SERVICES.** Contractor will provide the following services (collectively, the "Services"): The Contractor will pose as an actual customer and conduct a performance evaluation for businesses. You play an important role in observing employee interactions and improving customer service.  Services to be provided by contractor: Contractor agrees to provide contract services on behalf of Mystery Shopper Pros. Contractor will retain the right to accept or refuse any mystery shopping assignments offered. Mystery Shopper Pros will supply general guidelines as to specifications of the contract. Contractor will furnish Mystery Shopper Pros with a detailed summary report of services provided.

**II. PAYMENT FOR SERVICES.** Mystery Shopper Pros pay compensation to the Contractor based upon an agreed rate for each unit of service provided, plus any approved out of pocket expenses. Failure to complete an assignment, failure to follow the exact instructions, or failure to return the summary of their mystery shopping assignment within 24 hours from the day the shop was completed, will result in loss of pay or termination of the contract by Mystery Shopper Pros.  Shoppers are paid by the last day of the following month from day they submitted their mystery shop report. If Mystery Shopper Pros pays a Contractor $600.00 or more in any calendar year, Mystery Shopper Pros will report those fees to the Internal Revenue Service on Form 1099-MISC. The contractor will be responsible for reporting all income for federal, state or local tax purposes.

**III. TERM/TERMINATION.**  Either party may terminate this agreement at any time.  Should the Contractor default in the performance of, or breach any provisions of this agreement, Mystery Shopper Pros may terminate this agreement if it is deemed necessary. For purposes of this Agreement, breach shall include but not be limited to, failure on the part of Contractor to fulfill specifications of contract, failure to provide summary of services provided, misrepresentation of facts, theft, or dishonesty.  Any modification to this Agreement will require same to be in writing and signed by the party of the charged.  This agreement will be governed by, and construed in accordance with, the laws of the State of New Jersey.

**IV. RELATIONSHIP OF PARTIES.** It is understood by the parties that you are an independent contractor with respect to Mystery Shopper Pros and not an employee of Mystery Shopper Pros.  Mystery Shopper Pros will not provide any fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.

**V. CONFIDENTIALITY.**  Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to Mystery Shopper Pros.  Contractor will protect such information and treat it as strictly confidential.  This provision shall continue to be effective after the termination of this Agreement.  The Contractor agrees to not solicit or to share the mystery shopping evaluations with our clients. The Contractor or a family member may not be an employee of or do any work for the client for whom they will be contracting.  This does not limit you from performing mystery shopping for other mystery shopping companies.

**VI. LIABILITY.** Contractor agrees to indemnify and hold Mystery Shopper Pros harmless for any claims of injury, accident, disability, damage which may occur to Contractor, or contractor's agents or property in the performance of services on behalf of Mystery Shopping Pros and/or clients of Mystery Shopper Pros Contractor shall be responsible for all costs limited to all equipment expense, licenses, fees, fines, or taxes imposed on Contractor as Contractor's cost of doing business.

**VII. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**VIII. SEVERABILITY.**  If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.  If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.