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In order to submit your application to become an Intouch Insight Inc./GCS Field Research Contractor, you must print, sign and upload both copies of the Background Disclosure and Release form\*.

You must also upload a clear digital photo or scanned image of:

- Your current driver's license (or other government-issued photo ID)
- Proof of motor vehicle insurance
- A recent photo of yourself; this photo should not include other individuals

**Please have these documents ready to upload before you proceed with your application.**

A copy of the Independent Contractor Agreement is provided in this packet for your records.

\*Intouch Insight Inc./GCS Field Research will perform a comprehensive criminal background check on all applicants to determine if they are eligible to complete work for us.

If you have had a background check completed within the last two years, you can upload a copy of that file during the application process.

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If you have questions about the application process, please contact us at [contractor.support@intouchinsight.com](mailto:contractor.support@intouchinsight.com).

Thank you,

Intouch Insight Inc.

**DISCLOSURE AND AUTHORIZATION REGARDING BACKGROUND INVESTIGATION FOR EMPLOYMENT PURPOSES**

**DISCLOSURE**

Intouch Insight, Inc. (the "Company") may request from a consumer reporting agency and for employment-related purposes, a "consumer report(s)" (commonly known as "background reports") containing background information about you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable).

HireRight, LLC ("HireRight") will prepare or assemble the background reports for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761, [www.hireright.com](http://www.hireright.com).

The background report(s) may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. The types of background information that may be obtained include, but are not limited to: criminal history; litigation history; motor vehicle record and accident history; social security number verification; address and alias history; credit history; verification of your education, employment and earnings history; professional licensing, credential and certification checks; drug/alcohol testing results and history; military service; and other information.

**AUTHORIZATION and RELEASE**

I hereby authorize Company to obtain the consumer reports described above about me.

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**OTHER DISCLOSURES, ACKNOWLEDGMENTS & AUTHORIZATIONS REGARDING BACKGROUND INVESTIGATION  
FOR EMPLOYMENT PURPOSES**

**DISCLOSURES**

*Investigative Consumer Report:*

Intouch Insight, Inc. (the "Company") may request an investigative consumer report about you from HireRight, LLC ("HireRight"), a consumer reporting agency, in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable). An "investigative consumer report" is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews), the most common form of which is checking personal or professional references through personal interviews with sources such as your former employers and associates, and other information sources. The investigative consumer report may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

*Ongoing Authorization:*

If the Company hires you or contracts for your services, the Company may obtain additional consumer reports and investigative consumer reports about you without asking for your authorization again, throughout your employment or your contract period, as allowed by law.

*Additional State Law Notices:*

Please see the "Additional State Law Notices" for California, Massachusetts, Minnesota, New Jersey, New York, and Washington that are provided below, as applicable. A California disclosure and summary of your rights under California Civil Code Section 1786.22, and a copy of New York Article 23-A, are being provided to you separately.

*Summary of Rights under the Fair Credit Reporting Act:*

A summary of your rights under the Fair Credit Reporting Act is being provided to you separately.

*San Francisco Fair Chance Ordinance Official Notice:*

A copy of the San Francisco Fair Chance Ordinance Official Notice is being provided to you separately.

*HireRight Privacy Policy:*

Information about HireRight's privacy practices is available at [www.hireright.com/Privacy-Policy.aspx](http://www.hireright.com/Privacy-Policy.aspx).

**ACKNOWLEDGMENTS & AUTHORIZATION**

I acknowledge that I have received and carefully read and understand the separate "Disclosure and Authorization Regarding Background Investigation for Employment Purposes"; and the separate "Summary of Rights under the Fair Credit Reporting Act" that have been provided to me by the Company. I also acknowledge receipt of and that I have carefully read and understand (as applicable), the separate California Disclosure and Summary of Rights under California Civil Code Section 1786.22; the separate New York Article 23-A; and the separate San Francisco Fair Chance Ordinance Official Notice that have been provided to me.

By my signature below, I authorize the preparation of background reports about me, including background reports that are "investigative consumer reports" by HireRight, and to the furnishing of such background reports to the

Company and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for employment or engagement for services (including independent contractor or volunteer assignments, as applicable), promotion, retention or for other lawful employment purposes. I understand that if the Company hires me or contracts for my services, my consent will apply, and the Company may, as allowed by law, obtain from HireRight (or from a consumer reporting agency other than HireRight) additional background reports pertaining to me, without asking for my authorization again, throughout my employment or contract period.

I understand that if the Company obtains a credit report about me, then it will only do so where such information is substantially related to the duties and responsibilities of the position in which I am engaged or for which I am being evaluated.

I understand that information contained in my employment (or contractor or volunteer) application, or otherwise disclosed by me before or during my employment (or contract or volunteer assignment), if any, may be used for the purpose of obtaining and evaluating background reports on me. I also understand that nothing herein shall be construed as an offer of employment or contract for services.

I understand that the information included in the background reports may be obtained from private and public record sources, including without limitation and as appropriate: government agencies and courthouses; educational institutions; and employers. Accordingly, I hereby authorize all of the following, to disclose information about me to the consumer reporting agency and its agents: law enforcement and all other federal, state and local government agencies and courts; educational institutions (public or private); testing agencies; information service bureaus; credit bureaus and other consumer reporting agencies; other public and private record/data repositories; motor vehicle records agencies; my employers; the military; and all other individuals and sources with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my: employment and earnings history; education, credit, motor vehicle and accident history; drug/alcohol testing results and history; criminal history; litigation history; military service; professional licenses, credentials and certifications; social security number verification; address and alias history; and other information.

By my signature below, I also promise that the personal information I provide with this form or otherwise in connection with my background investigation is true, accurate and complete, and I understand that dishonesty or material omission may disqualify me from consideration for employment. I agree that a copy of this document in faxed, photocopied or electronic (including electronically signed) form will be valid like the signed original. I further acknowledge that I have received additional state law notices that I have reviewed and read.

#### **ADDITIONAL STATE LAW NOTICES**

Please also note the following:

**CALIFORNIA:** Pursuant to section 1786.22 of the California Civil Code, you may view the file maintained on you by the consumer reporting agency during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the actual copying costs, by appearing at the consumer reporting agency's offices in person, during normal business hours and on reasonable notice, or by certified mail. You may also receive a summary of the file by telephone, upon submitting proper identification and written request. The consumer reporting agency has trained personnel available to explain your file to you, including any coded information, and will provide a written explanation of any coded information contained in your file. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. "Proper identification"

includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. If you cannot identify yourself with such information, the consumer reporting agency may require additional information concerning your employment and personal or family history to verify your identity.

HireRight, LLC ("HireRight") will prepare the background report for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761. Information about HireRight's privacy practices is available at [www.hireright.com/Privacy-Policy.aspx](http://www.hireright.com/Privacy-Policy.aspx).

Additional California-specific information is set out below.

**MASSACHUSETTS:** Upon request to the Company, you have the right to know whether the Company requested an investigative consumer report about you and, upon written request to the Company, you have the right to receive a copy of any such report. You also have the right to ask the consumer reporting agency (e.g., HireRight) for a copy of any such report.

**MINNESOTA:** You have the right in most circumstances to submit a written request to the consumer reporting agency (e.g., HireRight) for a complete and accurate disclosure of the nature and scope of any consumer report the Company ordered about you. The consumer reporting agency must provide you with this disclosure within 5 days after (i) its receipt of your request or (ii) the date the report was requested by the Company, whichever date is later.

**NEW JERSEY:** You have the right to submit a request to the consumer reporting agency (e.g., HireRight) for a copy of any investigative consumer report the Company requested about you.

**NEW YORK:** You have the right, upon written request to the Company, to be informed of whether or not the Company requested a consumer report or an investigative consumer report about you. Shown above is the address and telephone number for HireRight, the consumer reporting agency used by the Company. You may inspect and receive a copy of any such report by contacting that consumer reporting agency. A copy of Article 23-A of the New York Correction Law is also provided below.

**WASHINGTON STATE:** If the Company requests an investigative consumer report, you have the right, upon written request made to the Company within a reasonable period of time after your receipt of this disclosure, to receive from the Company a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You are entitled to this disclosure within 5 days after the date your request is received or the Company ordered the report, whichever is later. You also have the right to request a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

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Applicant Name

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Applicant Signature

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Date

**INDEPENDENT CONTRACTOR AGREEMENT:** In consideration of the undersigned Independent Contractor's (hereinafter "IC") association with Intouch Insight Inc., (hereinafter "ITIS") and for other good and valuable consideration, receipt of which IC acknowledges, IC agrees to the following when providing services related to the Intouch Insight, GCS Field Research, Service Intelligence, Statopex and/or Retail Track (hereinafter "IT IS", "GCS", "SI", "ST", "RT") product lines:

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**1. Scope of Work.** Periodically, an employee of ITIS may ask IC to render services on behalf of clients of ITIS. Under this agreement, when an IC accepts an assignment, IC will be provided with report forms, the general objectives, and specific scope of work to be performed. ITIS's employee(s) will be available to confer with IC regarding an assignment. Subject to any deadlines and budgetary limitations imposed by ITIS or its client with respect to an assignment, the scheduling of IC's work and the amount of time IC devotes to it will be at IC's sole discretion. IC has the right to decline or accept any assignment offered to IC by ITIS.

**2. Relationship of the Parties.** It is understood and agreed that IC's relationship to ITIS is that of an independent contractor. As such, IC is not an employee, agent or partner of ITIS and has no authority to commit or obligate ITIS in any manner without first obtaining the approval of the authorized ITIS employee. An independent contractor is responsible for paying own expenses, providing own liability, medical and other insurance coverage, securing and maintaining all licenses and permits to do business, and paying all taxes applicable to any payments made to IC hereunder. Upon request, IC will provide evidence of liability insurance and relevant licenses and permits required to commence work under this Agreement. It is understood that each IC is free to supply their services as an independent contractor to other companies including those in direct competition with ITIS.

**3. Identification as IC; Use of Name.** When applicable, IC agrees to identify self to clients and prospective clients of ITIS as an independent IC to ITIS whenever IC is performing services under this agreement. When required, ITIS will provide a Letter of Authorization which identifies IC as an Independent IC for ITIS, which IC will use exclusively when performing services under this agreement. Neither this agreement nor IC's service hereunder gives IC any rights to use the ITIS, GCS, SI, ST or RT name, or any derivations thereof or any trademark or service marks owned by ITIS, except for the limited rights expressly granted hereunder, and IC hereby disclaims any right, title or interest in such names and marks.

**4. Anonymity.** Should the IC's professional services involve covert/Mystery Shop assignments, the IC agrees that they will not reveal their identity as a Mystery Shopper to ITIS clients, their employees or any person with whom a known relationship exists that may compromise the mystery shop appraisal.

**5. Conflict of Interest.** The IC hereby:

i. Agrees that they will not accept nor complete any assignment or part thereof, should a conflict of interest exist, whereby an association exists between the IC and ITIS' client, their employees, agents, franchisees, dealers or other representatives

ii. Agrees to notify ITIS if a relationship exists, whereby they are or have been an employee, ex-employee or immediate family member of a ITIS client, their employees, agents, franchisees, dealers or other representatives

iii. Certifies that he/she is neither a full-time nor a part-time employee of ITIS

**6. No Contact with or Solicitation of Clients.** IC agrees not to, either directly or indirectly, contact the person or entity on whose behalf the services are being provided, without express authorization from ITIS. Unless approved in advance by ITIS, IC agrees not to disclose his/her participation in providing services for ITIS to representatives of ITIS's client. IC further agrees that as long as this agreement remains in effect and for a period of one year after either party terminates this agreement, IC will not solicit business from ITIS's clients for IC's own account or for the account of any competitor of ITIS except to the extent that the business being solicited is not a service provided by ITIS. IC understands that ITIS will suffer irreparable harm should IC attempt to solicit business from ITIS's clients or make any unauthorized communication with the client regarding IC's participation in the services provided.

**7. Completion of Assignment(s).** It is the responsibility of the IC to complete any agreed upon and/or accepted assignment(s) in a professional manner, and agrees they will not complete any assignment(s) or part(s) thereof while under the influence of alcohol or drugs. The IC agrees to perform a thorough review of any and all instructions and/or guidelines provided by ITIS for each and every assignment that the IC agrees to complete. The IC agrees to notify ITIS if, for any reason, they are unable to complete any agreed upon and/or accepted assignment(s) within the specified time frame.

**8. Fees.** The fee to be paid IC for a given assignment is posted on ITIS's GCS, SI, ST or RT IC site which may be its own website or a common industry platform provider which is being used by ITIS. ITIS will pay IC for services rendered on its next regular IC pay schedule following IC's notice of completion of the designated assignment and ITIS's confirmation of the satisfactory completion of the work. IC pay schedules are; every two weeks for SI, ST or RT assignments, and, twice per month for GCS assignments. The IC understands that compensation depends upon fulfillment of any and all obligations of each and every assignment as detailed in the information and guidelines provided.

**9. Taxes.** IC shall be obligated to report and pay all of IC's own Federal and State/Provincial taxes on moneys paid to IC.

**10. Worker's Compensation Insurance.** IC is not covered by ITIS's Workers' Compensation insurance, and as such, IC is required to obtain own insurance coverage.

**11. Automobile Insurance.** Should the use of a vehicle be required for the IC to perform their assignment the IC agrees to maintain Comprehensive Automobile Insurance in an amount equal to the minimum amount required by law and agrees that neither ITIS nor its insurance carriers shall have any responsibility or liability for any damage, injury or death involving an accident by IC or by anyone operating a non-ITIS owned or leased vehicle. Upon request, IC will provide ITIS with evidence that he/she has procured and maintained automobile liability insurance. Absence of such evidence of auto insurance is a material breach of contract and will result in immediate termination of this contract.

**12. Employees and/or Agents.** IC will bear all financial responsibility for own transportation, however procured, and all financial responsibility to its drivers, agents and/or employees. IC shall maintain all necessary payroll and compensation records concerning its employees and agents and shall be responsible for payment of all federal, state/provincial and local taxes including, but not limited to, federal and state/provincial unemployment insurance, social security, workers' compensation and income taxes.

**13. Term of Agreement.** This agreement will remain in effect until terminated by either party upon written notice.

**14. Liability/Indemnification.** To the extent permitted by law, each party will defend, indemnify and hold the other party harmless in connection with any claim or liability to the extent the same results from the negligence or willful misconduct of the indemnifying party.

**15. Non-Assignability.** This agreement is a personal services contract and may not be assigned, by operation of law or otherwise, or delegated by IC without the prior written consent of ITIS. ITIS may assign this contract to any other ITIS-affiliated corporation.

**16. Confidentiality of Information.** IC agrees to hold in strict confidence and not to disclose to any third party any information relating to ITIS, its business, or its clients gained in the performance of, or by reason of the relationship established by this agreement IC, except as it may be required by law, or if expressly permitted or required to perform obligations undertaken in this agreement, provided the obligation to afford such information confidential treatment will not apply to this agreement if it is received from an independent source, which to the best of IC's knowledge, is not bound by any obligation of secrecy regarding such information. If IC receives a subpoena, notice to produce or other legal process requiring disclosure of information which would otherwise be subject to the confidentiality provisions of this agreement, IC will immediately notify ITIS, delay the production of any information for as long as reasonably and legally possible, and cooperate with ITIS in any efforts it may make to intervene on its own behalf and at its own expense to prevent or limit disclosure of its confidential information. Upon request from ITIS, IC shall return all documents, papers and items of personal property relating to the ITIS's business forthwith.

**17. Notices.** Any notice or communication to ITIS required to be given hereunder must be in writing and will be deemed given when (i) mailed by certified or registered mail, postage paid, return receipt requested, (ii) delivered by hand, or (iii) sent by receipted courier service:

Intouch Insight Inc.  
400 March Road  
Ottawa, Ontario  
Canada K2K 3H4  
Phone: (613) 270-7900

ITIS may change its address and telephone number by giving the IC written notice pursuant to this section.

**18. Governing Law.** This agreement will be governed by and construed and enforced in accordance with the laws of the Province of Ontario if in Canada and in accordance with the laws of the State of South Carolina if in the United States of America without regard to its choice of law principles.

**19. Property Rights.** All documentation or copies thereof developed pursuant to the services performed hereunder shall be made available to ITIS upon completion or termination of each assignment and shall become the property of ITIS. IC shall not disclose the contents of any proprietary information of ITIS to any party without the prior consent of a corporate officer of ITIS.

**20. Arbitration.** The parties hereto agree that any disputes or disagreements arising from this agreement shall be submitted by the parties to either the American Arbitration Association if in the United States or the Canadian Arbitration Association if in Canada for resolution in lieu of filing a lawsuit regarding same.

**21. IC Account.** The IC agrees that occasionally, if warranted for troubleshooting or other issue resolution, ITIS employees may access the IC's online account or profile information that it maintains with ITIS.

**22. Entire Agreement; Amendment; Waiver.** This agreement constitutes the entire agreement between the parties and replaces any prior independent IC agreement between the parties. Upon written notification, it may be amended in whole or in part by ITIS. It is agreed that written notification to the IC may be made through electronic means including email or use of the then current web based system utilized by ITIS for interaction with the IC. The obligations of the parties may not be waived, except by written agreement executed by the parties.

**23. Required Documents.** Upon request, IC agrees to submit a Background Verification Disclosure and Release, a copy of valid driver's license, proof of current auto insurance with liability coverage, and a current photograph within ten (10) days of agreeing to this contract. IC also understands that a certified FELONY-LEVEL criminal background check covering the last seven (7) and current county/province of residence may be required if the IC wishes to select certain assignments.

**24. Headings.** The headings of the various paragraphs in this agreement are for convenience of reference only and shall not be considered a part of this agreement.

**25. Status Change Notification.** IC agrees to provide immediate notification to ITIS of any changes in criminal record status, driving record status, insurance coverage status, and if applicable, investigative license status.

**26. Right to Work.** IC certifies that he/she has the legal right to work in the United States and/or Canada.

**27. Qualifications.** IC warrants that they have the knowledge and skills required to perform the assignments which they choose to accept. Should the IC feel that additional training be required the IC agrees to obtain whatever is required from a recognized industry source or expert such as the MSPA prior to selecting the assignment.