



**GCS Field Research
Contractor Application Packet**
Required Documents

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 questions about the application process, please contact us at 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.

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.

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.

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.

Applicant Name

Applicant Signature

Date

INDEPENDENT CONTRACTOR AGREEMENT: Please read this document carefully. It describes the terms and conditions of your relationship with Intouch Insight Inc. and contains an agreement to arbitrate disputes, which is fully described below in Paragraph 29.

This Independent Contractor Agreement (“Agreement”) is entered into, by and between Intouch Insight Inc., (hereinafter "ITI") and the undersigned independent mystery shopper or auditor (hereinafter “IC”).

WHEREAS, ITI will engage independent mystery shoppers and/or auditors, from time to time, to perform mystery shopping evaluations or audits for clients of ITI; and

WHEREAS, IC is a self-employed professional mystery shopper and/or auditor who seeks to be informed about opportunities to perform mystery shopping evaluations and/or audits for clients of ITI Group; and

WHEREAS, the purpose of this Agreement is to set forth the general terms and conditions that will govern any opportunities to perform mystery shopping evaluations and/or audits that ITI offers to IC hereunder.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, ITI and IC hereby agree as follows:

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- 1. Scope of Work.** Periodically, ITI may offer IC opportunities to perform mystery shopping evaluations and/or audits, accompanied by descriptions of the opportunities, on behalf of clients of ITI. If IC accepts an opportunity, IC will be provided with the client’s report/deliverable forms and any additional information concerning the specific scope of work to be performed that is not contained in the opportunity description.
 - 2. Opportunity-by-Opportunity Basis.** All opportunities to perform mystery shopping evaluations and/or audits will be offered on an opportunity-by-opportunity basis. ITI has no obligation to offer IC any minimum or any other number of opportunities, and IC has no obligation to accept any minimum or any other number of opportunities that ITI offers, or any at all.
 - 3. Access to Client Opportunities.** IC and ITI acknowledge that this Agreement merely grants IC access to opportunities to perform independent mystery shopping evaluations and/or audits; but it does not create any contractual obligations for either party until such time as ITI offers such an opportunity to IC, and IC accepts and agrees to perform the evaluation. Once IC completes and receives payment for a mystery shopping evaluation or audit, neither party shall have any ongoing contractual duties to the other, until such time as ITI offers, and IC accepts, another such opportunity.
 - 4. Nonexclusive.** IC has the right to decline or accept any opportunity that ITI offers hereunder, and to perform other mystery shopping evaluations and/or audits obtained outside of this Agreement. IC also acknowledges that ITI has contracts with others who are engaged in a business similar to IC’s and that ITI will be offering opportunities to those businesses as well.
 - 5. Control over Performance.** IC shall retain sole control over the means and methods used in performing an opportunity obtained hereunder and over the selection, hiring and supervision of its personnel. Any mystery shopping evaluation or audit that IC performs pursuant to this Agreement shall be performed by IC as an independent mystery shopper or auditor, on IC’s own account, and not as an agent or subcontractor of ITI. IC is solely responsible for providing any and all tools, supplies, equipment and transportation, and for all expenses that IC incurs in connection with the operation of its business and performance of mystery shopping evaluations and/or audits. If a client agrees to reimburse IC for any costs or expenses, ITI may assist the client in disbursing such sums to IC, but under no circumstances will ITI, itself, reimburse IC for any cost or expense. All operating costs that IC incurs, such as fuel, repairs, motor vehicle insurance, and all costs associated with IC personnel, are IC’s sole responsibility. IC also is solely responsible for obtaining any licenses or certificates that are required by law to provide its services.
 - 6. Relationship of the Parties.** It is understood and agreed that at all times the relationship between IC and ITI is that of independent contractors. As such, IC is not an employee, agent or partner of ITI. Neither party shall have the authority to commit or obligate the other in any manner. Each party will cooperate with the other in defending against any challenge to the parties’ independent-contractor relationship.
 - 7. Representations.** IC represents and warrants that (i) IC is a self-employed professional mystery shopper and/or auditor, (ii) IC does not rely exclusively on ITI for obtaining access to opportunities, but also performs mystery shopping evaluations and/or audits for clients obtained through other sources, (iii) IC represents itself to the public as an independent professional mystery shopper or auditor, and (iv) IC maintains an office for the IC business that is separate and independent from ITI.
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8. Identification as IC; Use of Name. When applicable, IC agrees to identify itself to clients and prospective clients of ITI as a self-employed independent contractor. When required, ITI will provide a Letter of Authorization which identifies IC as a self-employed independent contractor. Neither this Agreement nor IC's service hereunder gives IC any rights to use the ITI name, or any derivations thereof or any trademark or service marks owned by ITI, except for the limited rights expressly granted hereunder, and IC hereby disclaims any right, title or interest in such names and marks.

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

10. Conflict of Interest. The IC hereby:

i. Agrees that IC will neither accept nor complete any opportunity or part thereof, should a conflict of interest exist, whereby an association exists between the IC and the client, its employees, agents, franchisees, dealers or other representatives, and

ii. Agrees to promptly notify ITI if a relationship exists, whereby IC, or an immediate family member of IC, is or has been an employee, ex-employee of an ITI client, its employees, agents, franchisees, dealers or other representatives.

11. No Contact with or Solicitation of Clients. In order to ensure the objectivity and integrity of the evaluations that IC performs, 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 ITI. Unless approved in advance by ITI, IC agrees not to disclose his/her participation in providing mystery shopping services to representatives of ITI's client.

12. Completion of Opportunity(s). It is the responsibility of IC to complete any agreed upon and/or accepted opportunity(s) in a professional manner, and IC agrees not to complete any opportunity(s) or part(s) thereof while under the influence of alcohol or drugs. IC accepts responsibility to correct (at IC's sole expense) any project deliverable that is deficient. IC agrees to notify ITI if, for any reason, IC is unable to complete any agreed upon and/or accepted opportunity(s) within the specified time frame.

13. Fees. IC acknowledges that the agreed upon fees payable for performing a mystery shopping evaluation or audit offered hereunder are payable by the client for which the evaluation is performed, albeit through ITI; and, that if the client does not pay for such evaluation, ITI shall have no liability for such unpaid amount. Client fees payable for a specific opportunity are generally posted in the opportunity description on ITI's site which may be its own website or a common industry platform provider which is being used by ITI. ITI will disburse to IC client payments for services rendered on the next regularly scheduled IC disbursement date following IC's notice of completion of the designated evaluation and submission of any client-deliverable, and ITI's confirmation of the satisfactory completion of the project. IC disbursements are scheduled to occur every two weeks for mystery shopping opportunities, and twice per month for audit opportunities. IC understands that IC's entitlement to the fee payable for a project depends upon IC's fulfillment of any and all obligations described in the corresponding project description.

14. Entire Fee. IC acknowledges and agrees that IC's agreed upon fee for performing a mystery shopping evaluation or audit obtained hereunder shall constitute IC's entire compensation for completing the evaluation or audit and that IC shall have no right to, and hereby waives any right to seek or accept, any benefits under any benefit programs, such as, but not limited to, paid time off, health benefits or retirement benefits, that ITI or a client maintains for its respective employees.

15. Independent-Contractor Status. IC acknowledges that while providing services in connection with an opportunity, IC will operate as an independent contractor (and not an employee) and shall be solely responsible for any and all federal, state/provincial and local income, unemployment, and payroll taxes, for IC and any personnel who assist IC, and solely responsible for all filing and payment obligations associated with such taxes, including but not limited to federal, state/provincial income tax, social security and self-employment taxes, and that IC will not be eligible for unemployment insurance benefits, unless unemployment compensation coverage is provided by IC or some other entity. This paragraph shall survive the termination of this Agreement.

16. Worker's Compensation Insurance. IC is not covered by ITI's Workers' Compensation insurance policy. IC acknowledges that IC is solely responsible for complying with any applicable workers'-compensation laws at IC's own expense, and agrees to hold harmless ITI and its officers and owners from and against any liability attributable to any injury incurred by IC or any IC personnel while performing services in connection with an opportunity. This paragraph shall survive the termination of this Agreement.

17. **Automobile Insurance.** Should the use of a vehicle be required for IC to perform an evaluation, IC is solely responsible for maintaining Comprehensive Automobile Insurance in an amount equal to the minimum amount required by law, and agrees that neither ITI nor its insurance carriers shall have any responsibility or liability for any damage, injury or death involving or arising out of an accident by IC or by anyone operating a non-ITI owned or leased vehicle. Upon request, IC will provide ITI with evidence that IC has procured and maintains automobile liability insurance. IC's failure to provide such evidence of auto insurance in response to a request by ITI is a material breach of contract and will result in immediate termination of this contract.

18. **Employees and/or Agents.** IC will bear all financial responsibility for its 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.

19. **Term of Agreement.** The initial term of this Agreement shall be the 12-month period commencing on the date upon which this agreement is accepted by IC via the link below, and shall be extended for additional one-year terms, unless either party advises the other in writing at least thirty (30) days prior to the end of a term that it does not intend to extend the Agreement.

20. **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 mis-performance of the indemnifying party.

21. **Assignability.** ITI may assign this contract to any other ITI-affiliated corporation.

22. **Confidentiality of Information.** IC agrees to hold in strict confidence and not disclose to any third party any information relating to ITI, its business, or its clients that is gained in the performance of a project obtained hereunder, or by reason of the relationship established by this Agreement, except as 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 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 ITI, delay the production of any information for as long as reasonably and legally possible, and cooperate with ITI in any efforts it may make to intervene on its own behalf and at its own expense to prevent or limit disclosure of such confidential information. Upon request from ITI, IC shall return all documents, papers and any other items containing information relating to ITI's business forthwith.

23. **Notices.** Any notice or communication to ITI required or permitted 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.
Attention: Chief Financial Officer
400 March Road
Ottawa, Ontario
Canada K2K 3H4

Phone: (613) 270-7900

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

24. **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 their respective choice of law principles.

25. **Property Rights.** All documentation and copies thereof developed pursuant to the performance of services hereunder shall constitute proprietary information and be made available to ITI upon completion or termination of each opportunity and shall become the property of ITI or its client. IC shall not disclose the contents of any proprietary information of ITI to any party without the prior consent of a corporate officer of ITI.

26. Entire Agreement; Amendment; Waiver. This Agreement (including any opportunity description offered hereunder and acceptance thereof) constitutes the entire agreement between the parties and replaces any and all prior or contemporaneous oral or written agreements. Upon written notification executed by both parties, this Agreement may be amended in whole or in part. If any provision hereof shall be held unenforceable, the remaining provisions will remain in full force and effect. It is agreed that written notification may be made through electronic means including email or use of the then current web based system utilized by ITI for interaction with IC. The obligations of the parties may not be waived, except by written agreement executed by the parties.

27. 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.

28. Qualifications. IC warrants that IC has the knowledge and skills required to perform the mystery shop evaluations and/or audits which IC chooses to accept. Should IC feel that additional training be required, IC agrees to obtain whatever is required from a recognized industry source or expert such as the MSPA prior to accepting the opportunity. IC acknowledges that ITI does not offer any training of any kind.

29. Arbitration.

A. Subject to Section I of this Paragraph 29, any and all disputes, controversies, or claims arising out of or relating to: (i) this Agreement, including challenges to the scope, interpretation and enforceability of this Paragraph 29; (ii) my provision of services under this Agreement; and (iii) any other dispute, controversy or claim between me and ITI, shall be resolved exclusively and finally through binding arbitration, and not by a court or a jury. This Agreement to Arbitrate Disputes excludes any claims that, by law, may not be subject to pre-dispute arbitration agreement.

B. Who Is Bound to Arbitrate: For purposes of this Paragraph 29 Agreement to Arbitrate Disputes, the term "ITI" includes not only Intouch insight Inc., but also its officers, directors, agents, parents, subsidiaries, successors, assigns, and employees, to the extent such persons are named as co-defendants with ITI or an affiliated entity that employs them, if applicable. The term "IC" or "me" includes me, my heirs, successors, and assigns.

C. Federal Arbitration Act: Regardless of any other choice of law provision in this Agreement, IC and ITI agree that this Agreement represents a transaction involving interstate commerce, and that the Federal Arbitration Act, Title 9 of the United States Code, covers the interpretation and enforcement of this Paragraph 29 Agreement to Arbitrate Disputes and proceedings brought pursuant to it.

D. Commencing Arbitration: A party may commence an arbitration proceeding by serving a demand for arbitration on the other party by overnight delivery or First-Class certified U.S. Mail, postage prepaid, to the last known address of the other party. The arbitration shall be held in the state where IC provided services. All claims shall be decided by a single, neutral arbitrator jointly chosen by the parties. If for any reason the parties cannot agree on an arbitrator, either party may apply to a court of competent jurisdiction in the location where the arbitration will be performed for appointment of a neutral arbitrator. A court-appointed arbitrator shall act under this Agreement with the same force and effect as if selected by the parties.

E. Arbitration Proceedings: Each party shall have the right to take discovery, bring dispositive motions, call witnesses and present evidence as necessary to put forward its claims and/or defenses. Any decision rendered in such arbitration proceeding shall be final and binding on IC and ITI, and judgment may be entered thereon in any court of competent jurisdiction.

F. Costs and Fess: In all cases where required by law, ITI shall pay the arbitrator's and arbitration fees. If under applicable law ITI is not required to pay all of the arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the parties in accordance with applicable law. Each party shall pay the fees of its own attorneys. However, the arbitrator shall have the power to award attorney's fees and costs in accordance with applicable law.

G. Class Action Waiver: Neither IC nor ITI shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative, class member, or in a class-wide or private attorney general capacity.

H. Confidentiality: IC and ITI agree that any arbitration hereunder and any documents prepared in connection with any arbitration shall be confidential, and unless otherwise required by law, the existence, content, or result of any arbitration shall not be disclosed to any third party without the prior written consent of both parties.

I. Severability: If any provision or section within this Agreement to Arbitrate Disputes -- other than the Class Action Waiver clause in Section G -- is found to be illegal or unenforceable, that clause will be severed, and the remainder of the Agreement to Arbitrate Disputes will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, however, the entire Agreement to Arbitrate Disputes shall be unenforceable, and the dispute shall be decided by a court of competent jurisdiction. Notwithstanding any other provision contained in this Agreement, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void, or voidable shall be decided only by a court of competent jurisdiction and not by an arbitrator.

J. Opting-Out: IC may opt-out of this Paragraph 29 Agreement to Arbitrate Disputes by sending by certified mail, return receipt requested, an Opt-out notification to ITI at 400 March Road, Ottawa, Ontario, Canada K2K 3H4 ATTN:Chief Financial Officer within 30 days from the date of IC's execution of this Agreement.

IC's decision to opt-out will have no adverse effect on his/her relationship with ITI.

If IC does not opt out of this Agreement to Arbitrate Disputes within 30 days from the date of execution of this Agreement, then IC accepts the terms of this Agreement to Arbitrate Disputes and they will be legally binding.

IC has the right to consult with an attorney of his/her choosing concerning this Agreement and the Agreement to Arbitrate Disputes.

30. Responsibility during COVID-19 Pandemic IC hereby acknowledges IC's responsibility during the COVID-19 pandemic for education on CDC guidance (or Public Health Canada guidance, in Canada) and for mitigating IC's exposure to the COVID-19 virus. The CDC website is at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. The Public Health Canada website is at <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>.

IC acknowledges IC's responsibility for complying with any COVID-19-related precautions a client requires as a condition to allowing outside vendors, including Independent Contractors performing mystery shopping and/or audits, onto its premises (this matter is strictly between the IC and the client).

IC acknowledges that ITI is not able to evaluate the COVID-19-related risks associated with any opportunity offered. As always, IC retains complete discretion whether to accept, at IC's own risk, any such opportunity.

IC hereby represents and warrants that IC will not accept an opportunity from ITI and will not perform a mystery shop and/or audit for ITI, or have anyone else perform a mystery shop and/or audit for ITI on their behalf, if the IC or the person designated to perform the mystery shop and/or audit has any CDC-recognized symptom of having contracted the COVID-19 virus, unless the IC has reasonably concluded that the IC or other person designated to perform the mystery shop and/or audit is not infected.

BY ACCEPTING THIS AGREEMENT VIA THE LINK BELOW, IC KNOWINGLY AND EXPRESSLY WAIVES ANY RIGHTS TO LITIGATE CLAIMS IN A COURT, BEFORE A JURY, AND ON A CLASS-ACTION BASIS, AND TO APPEAL ANY FINDINGS OF THE ARBITRATOR EXCEPT AS MAY BE VACATED UNDER THE FEDERAL ARBITRATION ACT.

FURTHERMORE, BY ACCEPTING THIS AGREEMENT, IC INDICATES THAT THIS AGREEMENT HAS BEEN READ, UNDERSTOOD AND AGREED UPON AND THAT ACCEPTING THIS AGREEMENT VIA THE LINK BELOW WILL HAVE THE SAME EFFECT AS HAVING SIGNED THE DOCUMENT.
