

THIS AGREEMENT is entered into on the date/year on the signature page by and between VeriTES (hereinafter "VeriTES") and

\_\_\_\_\_ (hereinafter "Independent Contractor").

Independent Contractor - your name printed here

#### RECITALS

A. WHEREAS, VeriTES is engaged in the business of providing custom reports to customers and clients utilizing the results of third party Data, including without limitation data from data-mining or aggregating services, and independently contracted data collection services providing theatre open checking, theater blind checking, sneak preview and trailer monitoring data, lobby materials data, and data from mystery shops, customer satisfaction surveys, opinion polling, customer service evaluations and quality control evaluations, etc. (hereinafter "Data Services").

B. WHEREAS, VeriTES is desirous of licensing from the Independent Contractor Data and/or the engagement of professional services from time to time.

C. WHEREAS, Independent Contractor is willing to license Data and/or provide Professional Services to VeriTES in accordance with the terms of the Agreement from time to time.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS

The statements set forth in paragraphs A, B and C above are incorporated by this reference.

2. INDEPENDENT CONTRACTOR SERVICES.

2.1 As VeriTES is not in the business of providing direct data collection, from time to time VeriTES shall contact Independent Contractor to solicit an offer from Independent Contractor for the non-exclusive license or purchase of specific data meeting applicable usage criterion. VeriTES's solicitation shall indicate to Independent Contractor the specific nature of the data sets we are interested in and provide other information that may assist Independent Contractor in their acquisition of these specific data sets. In each instance, when Independent Contractor accepts our proffer, or we (VeriTES) accept the Independent Contractor's offer, the specifications agreed to will be set forth in a Purchase Order/Invoice ("PO/Invoice").

2.2 At all times, Independent Contractor shall have the right to accept, refuse, or counter an offer in response to VeriTES' data solicitation without penalty.

3. PERFORMANCE OF SERVICES.

3.1 Independent Contractor, in his/her/their sole discretion, shall determine the method, details and means of performing the Data Services covered under this Agreement. Such method, details and means shall only be subject to any specifications provided by a customer and/or client to VeriTES and where applicable the operating guidelines established by the locations where data is being collected. VeriTES shall not have any right to control the means, manner or method of accomplishing the Data Collection Services to be provided by Independent Contractor.

3.2 Independent Contractor, in his/her/their sole discretion, may retain or employ employees, assistants or agents to perform the Data Services covered under this Independent Contractor Agreement. VeriTES shall not have the right to control, direct or supervise any employees, assistants or assigns retained by Independent Contractor to perform such Data Services.

3.3 Because VeriTES is retained by its clients to provide reports containing information that is both location and date/time range specific, VeriTES will only purchase data from the Independent Contractor that comports these specifications as dictated by VeriTES' clients and referenced to on the applicable PO/Invoice. Independent Contractor shall not be required to furnish a record of his/her/their time to VeriTES.

3.4 Independent Contractor shall provide his/her/their own supplies, tools, transportation, equipment and other materials as may be necessary to complete the Data Collection Services under this Agreement. Independent Contractor shall not be required to purchase or rent any supplies, tools, equipment or other materials from VeriTES. If Independent Contractor, and/or his/her/their employees, assistants, agents or assigns uses a motor vehicle in performing his/her/their services under this Agreement, Independent Contractor shall cause the motor vehicle to be insured. Independent Contractor hereby agrees that VeriTES shall not be liable to Independent Contractor, and hereby waives any claim against VeriTES, for any damages, injuries and liability arising out of Independent Contractor's use of such motor vehicle.

3.5 Independent Contractor shall be free to perform, and this Agreement does not restrict him/her/them from contracting for/or licensing the same or similar Data Services for any third parties during the term of this Agreement.

3.6 Independent Contractor shall assume full and complete responsibility for (a) the payment of all compensation and expenses of any employees, assistants or agents retained by Independent Contractor to perform the Data Collection Services, (b) all costs and expenses incurred by Independent Contractor in connection with the performance of this Agreement, including, without limitation, costs of equipment, fees, fines, licenses, bonds and/or taxes required of, or imposed against, Independent Contractor and all local, state and federal income taxes, unemployment insurance, social security, disability insurance, workers' compensation and other applicable withholdings.

3.7 Independent Contractor shall obtain and maintain workers' compensation insurance and property liability insurance covering his/her employees, assigns, assistants, agents and/or equipment and any other insurance required by law or necessary to perform the Data Services under this Agreement.

3.8 VeriTES shall not (a) withhold any local, state or federal income taxes from any payments to Independent Contractor, (b) withhold any FICA (Social Security) taxes from any payments to Independent Contractor, (c) make any state or federal unemployment insurance contributions on behalf of Independent Contractor, (d) make any disability insurance contributions on behalf of Independent Contractor, (e) obtain any workers' compensation insurance on behalf of Independent Contractor or (f) pay any costs or expenses incurred by Independent Contractor in connection with this Agreement. However, if VeriTES purchases from Independent Contractor, Data and or other Professional Services totaling \$600.00 or more in any year, VeriTES will report those earnings to the Internal Revenue Service on a Form 1099.

#### 4. INDEPENDENT CONTRACTOR FEES.

VeriTES shall pay Independent Contractor on a per-PO/Invoice basis. Under this Agreement, upon confirmed receipt by VeriTES of Independent Contractor's data in accordance with the specific Data Services criterion outlined in the PO/Invoice, VeriTES shall pay Independent Contractor for the data by check in not less than ten (10) but not more than sixty (60) business days. Independent Contractor is not an Employee of VeriTES and shall not be entitled to any pension, bonus, paid vacation or sick pay. VeriTES will not pay Independent Contractor for Data Services unless the data is satisfactorily in accordance with the applicable PO/Invoice ("Invoice") criterion.

#### 5. TERM.

This Agreement shall remain in force until and unless terminated by either party; provided that Independent Contractor may not terminate this Agreement without having completed all invoices that he/she has agreed to complete. The provisions of Sections 10-24 of this Agreement shall survive any termination of this Agreement.

#### 6. AUTOMATIC TERMINATION.

This Agreement shall terminate automatically upon the occurrence of either of the following events: (1) the bankruptcy or insolvency of either party or (2) the death of Independent Contractor (if sole proprietorship).

#### 7. EFFECT OF TERMINATION ON COMPENSATION.

In the event of the termination of this Agreement, Independent Contractor shall be entitled to any independent contractor fees or compensation on any remaining open (uncompleted) PO/Invoices from prior to the date of termination as provided in this Agreement. Prior Open PO's shall be deemed closed or cancelled and Independent Contractor shall be entitled to no further compensation or fees as of the date of termination.

#### 8. REPRESENTATIONS BY INDEPENDENT CONTRACTOR.

8.1 Independent Contractor hereby represents warrants and agrees that he/she/they have specific experience in the field of Data Collection Services.

8.2 Independent Contractor hereby represents, warrants and agrees that (a) this Agreement is not an employment agreement, (b) this Agreement shall not entitle Independent Contractor to be an employee, joint venture or partner of VeriTES and he/she/they are not an employee, joint venture or partner of VeriTES, (c) he/she/they shall perform his/her obligations under this Agreement as an independent contractor and not as the agent or employee of VeriTES and (d) he/she/they shall have no right, power or authority, express or implied, to obligate or bind VeriTES to any contract, obligation or undertaking whatsoever.

8.3 Independent Contractor hereby represents warrants and agrees that he/she/they shall not hold himself/herself/themselves out to anyone as an employee of VeriTES, including, without limitation, local, state or federal entities.

8.4 Independent Contractor hereby represents, warrants and agrees that he/she/they (a) are the proprietor of an independently-established field research and information gathering/polling business that provides services to customers such as VeriTES and has recurring business liabilities and obligations, (b) independently has taken and/or will take any and all steps consistent with, and necessary to maintain, that status, including, without limitation, obtaining business cards and/or obtaining a business license, if necessary, and (c) will file a business or self-employment income tax return (i.e., an IRS Form Schedule "C") with the Internal Revenue Service and/or the equivalent with his/her/their State Franchise Tax Board.

8.5 Independent Contractor hereby represents warrants and agrees that the execution of this Agreement and the performance of the terms and conditions hereof does not and shall not violate any other contract or commitment, express or implied, of Independent Contractor to any third party.

8.6 Independent Contractor hereby represents, warrants and agrees that he/she/they are at least eighteen (18) years of age.

8.7 In reliance upon the foregoing representations and warranties, VeriTES may solicit the licensing of Data Services and/or Professional Services from/and issue PO/Invoices to the Independent Contractor under this Agreement.

9. REPORTING OF US SOCIAL SECURITY NUMBER.

Due to IRS Form 1099 reporting requirements, Independent Contractor hereby agrees to complete accurately the attached IRS Form W-9, stating on the Form W-9 his/her Social Security Number or their Federal Tax Identification Number.

10. INDEMNIFICATION.

Independent Contractor shall indemnify and hold VeriTES harmless from any and all claims, damages, injuries and liability arising out of, caused by or connected with the performance of this Agreement by Independent Contractor, or any of his/her/their employees, agents, assistants or assigns, including, without limitation, any costs or attorney's fees incurred by VeriTES.

11. RIGHT TO PROPRIETARY INFORMATION.

11.1 All documents, materials and information provided by VeriTES to Independent Contractor, or prepared or developed by Independent Contractor under this Agreement, including without limitation VeriTES's forms, processes, client lists, provided by VeriTES, and the data gathered (when/where expressly indicated) by Independent Contractor to fulfill the data request or proffer (hereinafter collectively the "Proprietary Information"), is, or where applicable, shall become, the property of VeriTES without restriction or limitation as to their use by VeriTES, and shall be made available to VeriTES upon request at any time.

11.2 Independent Contractor understands and agrees that all Proprietary Information has been, is and/or shall be divulged to Independent Contractor, or gathered by Independent Contractor for VeriTES's benefit, and that Independent Contractor will keep such information secret and confidential for the benefit of VeriTES; provided, however, that Independent Contractor may disclose such information to his/her/their employees, agents, assistants and assigns but only to the extent necessary for such employees, agents, assistants and assigns to perform the Data Collection Services. In the event Independent Contractor provides such information to his/her/their employees, agents, assistants or assigns, he/she/they shall (a) inform such employees, agents, assistants and assigns, as the case may be, of the terms of Section 11 of this Agreement and (b) be responsible for any breach of such terms by such employees, agents, assistants and assigns. Independent Contractor further understands and agrees that at all times, he/she/they shall not disclose or communicate any Proprietary Information of any type to any competitor of VeriTES. Independent Contractor agrees not to make any use of such information on his/her/their own behalf or on behalf of any other person, except in the course and scope of his/her/their Data Services and/or Professional Services for and on behalf of VeriTES. Independent Contractor agrees to utilize and/or disclose the Proprietary Information solely for VeriTES's benefit and not to utilize or disclose such Proprietary Information for any other purpose whatsoever without the written consent of VeriTES.

11.3 Independent Contractor agrees to return to VeriTES any and all information, materials, products, and other property containing or related to the Proprietary Information or which belong to or were developed by Independent Contractor or others for or on behalf of VeriTES which is written, recorded, or in other tangible form and in the possession of Independent Contractor, and/or his/her/their employees, assistants, agents or assigns, on the earlier of the date of termination of this Agreement or within seven (7) days of written demand by VeriTES.

12. INJUNCTIVE RELIEF

12.1 In view of the nature of Independent Contractor's services and the Proprietary Information which Independent Contractor has received and/or developed, or will receive and develop in the course of this Agreement, Independent Contractor agrees that VeriTES will be irreparably harmed and injured by any violation, or threatened violation, of this Agreement by Independent Contractor and, therefore, that VeriTES shall be entitled to an injunction prohibiting Independent Contractor from any violation or threatened violation of the terms of this Agreement.

12.2 If there is a breach or threatened breach by Independent Contractor of any provision of this Agreement, VeriTES shall be entitled to an injunction restraining Independent Contractor from such breach and such other remedies to which VeriTES may be entitled in law and/or equity.

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13. NOTICE.

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid telegram, telecopy, or first class mail, postage prepaid, registered or certified, as follows:

TO INDEPENDENT CONTRACTOR:

Independent Contractor's street address, city and state as provided on the signature page.

TO VERITES:

VERITES, Attn: Dispatch, 15821 Ventura Blvd Suite 675, Encino, CA 91436

Either party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Section 13. Any notice given by mail as provided in this Section shall be deemed given on the third (3rd) business day following such mailing, and any notice given by telegram or telecopy as provided herein shall be deemed delivered on the business day following the delivery of such notice to the telegraph company for transmission or the next calendar day after written receipt of confirmation of the transmission of the telecopy.

14. ENTIRE AGREEMENT.

This Agreement contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No officers, employees or agents of any party hereto have any authority to make any representation or promise not contained in this Agreement, and each of the parties hereto agrees that it has not executed this Agreement in reliance upon any such representation or promise.

15. CAPTIONS.

All section headings are inserted for convenience only and shall not be used in any way to modify, limit, construe or otherwise affect this Agreement.

16. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

17. MODIFICATION.

This Agreement may not be otherwise modified except by a writing signed by all parties hereto.

18. WAIVER.

No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of either party, shall be deemed to constitute a waiver by the party taking such action of the complete compliance with representations, warranties, covenants or agreements contained herein. No waiver shall be binding unless in writing and signed by the party making the waiver. A waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

19. ARBITRATION.

All claims, disputes, disagreements, causes of action, and controversies between the parties arising out of, caused by or connected with the performance or interpretation of this Agreement shall be resolved through binding arbitration by the American Arbitration Association at its New York, New York office. Any judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction. The Arbitrator(s) shall have the authority to make any award which could be made in a court of law. Each of the parties reserves the right to file with a court of competent jurisdiction an application for temporary or preliminary injunction relief, or temporary protective order on the grounds that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief. The arbitration award shall be in writing and specify the factual and legal bases for the award.

20. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made in that State without regard to conflicts of laws.

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21. PARTIAL INVALIDITY.

If any term(s) or provision(s) of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term(s) or provision(s) to persons or circumstances other than those to which it is held invalid or unenforceable shall, at the option of the party affected thereby, not be affected thereby. Each and every term of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. INTERPRETATION.

This Agreement is to be deemed to have been prepared jointly by the parties hereto, and if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against either party as the drafter.

23. SUCCESSORS AND ASSIGNS.

This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto; provided that Independent Contractor may not assign this Agreement to any person or company that is not currently on VeriTES's approved list of independent contractors that perform services.

DATED: 01/01/2019 "VeriTES" VeriTES

By:  \_\_\_\_\_


I acknowledge that I have read all of the above information in full and fully understand all terms and conditions set forth in this Agreement.

DATED: \_\_\_\_\_ "INDEPENDENT CONTRACTOR"

\_\_\_\_\_  
[Independent Contractor's Printed Name]

\_\_\_\_\_  
[Independent Contractor's Street Address]

Sign here

 \_\_\_\_\_  
[Independent Contractor's Signature]

\_\_\_\_\_  
[Independent Contractor's City, State, Zip]

\_\_\_\_\_  
[Independent Contractor's Date of Birth mm/dd/year]

\_\_\_\_\_  
[Independent Contractor's Home phone number]

\_\_\_\_\_  
[Independent Contractor's (US) Social Security Number or (US) Tax ID Number or (Canadian) Social Insurance Number]

\_\_\_\_\_  
[Independent Contractor's Mobile/cell number]

\_\_\_\_\_  
[Independent Contractor's Email Address]

\_\_\_\_\_  
[Additional cities I am available to collect data in...]

All US and Canadian independent contractors please fill out electronic form and submit, or print out, sign and date this ICA and send it to VeriTES with the W9 (US only) one of the following 3 ways:

- ➔ scan then email the ICA to [info@VeriTES.com](mailto:info@VeriTES.com) or
- ➔ fax to toll-free fax number 1-800-443-6093 Attn: Dispatching or
- ➔ regular mail to: VeriTES Attn: Dispatching, 15821 Ventura Blvd Suite 675, Encino, CA 91436

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*