

THIS AGREEMENT is entered into on the date/year on the signature page by and between VeriTES Analytics Inc. (hereafter "VA") and

_____ (hereinafter "Vendor")

Vendor / Independent Contractor - your business or dba name printed here

RECITALS

A. WHEREAS, VA is engaged in the business of providing compiled data, analytic tools, and custom reporting to clients incorporating third-party sourced data, including without limitation data purchased, licensed or otherwise provided under direct business to business agreements from data-mining, aggregating services, and independently-contracted professional service providers (collectively hereinafter "Vendors"), which generally contain a variety of specific data-set components, including venue attendance data, pricing data, marketing-material exploitation data, audience-engagement data, customer awareness and interest data, opinion-polling results, as well as customer service and quality control evaluations information, etc.

B. WHEREAS, VA is desirous of licensing data from the Vendor and/or the engagement of professional services from time to time.

C. WHEREAS, Vendor is in the business of professional data acquisition and research services, and has interest in licensing data and/or providing professional research services to VA in accordance with the terms of specific Purchase Order Agreements ("P.O.") issued to them 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. VENDOR SERVICES.

2.1 As VA is not in the business of direct data collection, from time-to-time VA shall contact Vendor to solicit an offer for the non-exclusive license or purchase of specific data meeting applicable usage criterion. VA's solicitation shall indicate to Vendor the specific data set criteria being sought and provide additional information where appropriate that might assist the Vendor in fulfilling our request. In each instance, when Vendor accepts our proffer, or VA accepts the Vendor's offer, the specifications agreed to will be set forth in a Purchase Order Agreement.

2.2 At all times, Vendor shall have the right to accept, refuse, or counter an offer in response to VA's data services solicitation without penalty.

2.3 At all times, VA shall have the right to accept, refuse, or counter an offer from Vendor for the license or purchase of data services from the Vendor.

3. PERFORMANCE OF SERVICES.

3.1 The Vendor, in their sole discretion, shall determine the method, details and means of performing the Data Services covered under this Agreement and, if any, subsequent Purchase Order Agreements. Such method, details and means shall only be subject to any specifications provided by a customer and/or client to VA, and where applicable, the operating guidelines established at location of data origination. VA shall not have any right to control the means, manner or method of accomplishing the Data Provider Services by Vendor.

3.2 Vendor, in their sole discretion, may retain or employ employees, assistants or assigns to perform the Data Services covered under this Independent Vendor Agreement. VA shall not have the right to control, direct or supervise any employees, assistants or assigns retained by the Vendor to perform such Data Provider Services.

3.3 Because VA is retained by its clients to provide analysis and reports containing information that is both location and date/time-range specific, VA will only license or purchase data from the Vendor that is in accordance with these specifications as dictated by VA's clients and contained within the applicable P.O. The Vendor shall not be required to furnish a record of their time to VA.

3.4 Vendor shall provide their own supplies, tools, transportation, equipment, and other materials as may be necessary to deliver the Data Provider Services under this Agreement. Vendor shall not be required to purchase or rent any supplies, tools, equipment, or other materials from VA. If Vendor, and/or their employees, assistants, agents or assigns uses a motor vehicle in performing their services under this Agreement or subsequent P.O., Vendor shall cause the motor vehicle to be insured. Vendor hereby agrees that VA shall not be liable to Vendor, and hereby waives any claim against VA, for any damages, injuries and liability arising out of Vendor or their assigns use of such motor vehicle.

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

3.6 Vendor shall assume full and complete responsibility for (a) the payment of all compensation and expenses of any employees, assistants or assigns retained by Vendor in association to the Data Provider Services, (b) all costs and expenses incurred by Vendor 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 Vendor and all local, state and federal income taxes, unemployment insurance, social security, disability insurance, workers' compensation and other applicable withholdings.

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

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

4. VENDOR FEES.

VA shall pay Vendor on a per-P.O. basis. Under this Agreement, upon confirmed receipt by VA of Vendor's data in accordance with the specific Data Services criterion outlined in the P.O., VA shall pay Vendor for the data by check or other agreed payment method (e.g. direct deposit, Venmo, PayPal, etc.) in not more than sixty (60) business days. Vendor operates as a business and is not an Employee of VA and shall not be entitled to any pension, bonus, paid vacation or sick pay. Vendor will invoice VA in accordance with the Purchase Order Agreement. VA will not pay Vendor for Data Provider Services unless the data is satisfactorily in accordance with the applicable Purchase Order Agreement criterion.

5. TERM.

This Agreement shall remain in force until and unless terminated by either party; provided that Vendor may not terminate this Agreement without having completed all invoices that she/he has agreed to complete. The provisions of Sections 10-23 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 Vendor (if sole proprietorship).

7. EFFECT OF TERMINATION ON COMPENSATION.

In the event of the termination of this Agreement, Vendor shall be entitled to any Vendor compensation due on open Invoice's for product or services from prior to the date of termination as provided in this Agreement. Any unfulfilled Open P.O.'s shall be deemed closed or cancelled and Vendor shall be entitled to no further compensation or fees as of the date of termination of this Vendor and Independent Contractor Agreement.

8. REPRESENTATIONS BY VENDOR.

8.1 Vendor hereby represents warrants and agrees that they have specific experience in the field of Data Collection Services.

8.2 Vendor hereby represents, warrants and agrees that (a) this Agreement is not an employment agreement, (b) this Agreement shall not entitle Vendor to be an employee, joint venture or partner of VA and that they are not an employee, joint venture or partner of VA, (c) they shall perform the Vendor's obligations under this Agreement as a professional business and not as the agent or employee of VA and (d) they shall have no right, power or authority, express or implied, to obligate or bind VA to any contract, obligation or undertaking whatsoever.

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

8.4 Vendor hereby represents, warrants and agrees that they (a) are the proprietor of an independently-established field research and information gathering/polling business that provides product and/or services to customers such as VA 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 their State Franchise Tax Board.

8.5 Vendor 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 Vendor to any third party.

8.6 Vendor signatory hereon, hereby represents, warrants and agrees that they are at least eighteen (18) years of age and freely able to enter into this Agreement.

8.7 In reliance upon the foregoing representations and warranties, VA may solicit the licensing or purchase of Data Services and/or Professional Services from/and issue P.O. to the Vendor under this Agreement.

9. REPORTING OF U.S. SOCIAL SECURITY NUMBER.

Due to IRS Form 1099 reporting requirements, if Vendor is U.S. based, Vendor hereby agrees to complete accurately the attached IRS Form W-9, stating on the Form W-9 their Federal Tax Identification Number or their Social Security Number.

10. INDEMNIFICATION.

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

11. RIGHT TO PROPRIETARY INFORMATION.

11.1 All documents, materials and information provided by VA to Vendor, including without limitation VA's forms, processes, client lists are Proprietary Information and the property of VA without restriction or limitation; and

11.2 If/when/where expressly indicated in the P.O., the data obtained by Vendor to fulfill the data request, or service is, where applicable, Proprietary Information and the property of VA without restriction or limitation.

11.3 Vendor understands and agrees that with regard to all Proprietary Information which has been, is and/or shall be divulged to Vendor, or gathered by Vendor for VA's benefit, Vendor shall keep such information secret and confidential for the benefit of VA; provided, however, that Vendor may disclose such information to their employees, agents, assistants and assigns but only to the extent necessary for such employees, agents, assistants and assigns to perform the Data Provider Services as outlined in the P.O. In the event Vendor provides such information to their employees, agents, assistants or assigns, 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. Vendor further understands and agrees that at all times, that they shall not disclose or communicate any Proprietary Information of any type to any competitor of VA. Vendor agrees not to make any use of such Proprietary information on their own behalf or on behalf of any other person, except in the course and scope of their data provider services and/or professional research services for and on behalf of VA. Vendor agrees to utilize and/or disclose the Proprietary Information solely for VA's benefit and not to utilize or disclose such Proprietary Information for any other purpose whatsoever without the written consent of VA.

11.4 Vendor agrees to return to VA any and all information, materials, products, and other property containing or related to the Proprietary Information or which belong to or were developed by Vendor or others for or on behalf of VA which is written, recorded, or in other tangible form and in the possession of Vendor, and/or 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 VA.

12. INJUNCTIVE RELIEF

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

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

/

/

/

/

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 VENDOR:

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

TO VA:

VeriTES Analytics Inc., Attn: Dispatch, PO BOX 650, Topanga, CA 90290

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 Los Angeles, California 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 California applicable to contracts made in that State without regard to conflicts of laws.

/

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 Vendor may not assign this Agreement to any person or company that is not currently on VeriTES's approved list of Vendors or Independent Contractors that perform professional services.

DATED: 06/16/2020 "VeriTES Analytics Inc."

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: _____ "VENDOR"

[Vendor's Printed Name]

[Vendor's Street Address]

[Vendor's Authorized Signature]

[Vendor's City, State, Zip]

[Vendor's Date of Birth mm/dd/year (if Independent Contractor)]

[Vendor's phone number]

[Vendor's (US) Tax ID Number or (US) Social Security Number or (Canadian) Social Insurance Number]

[Vendor's Mobile/Cell number]

[Vendor's Email Address]

[Additional cities Vendor is available to collect data in...]

All US and Canadian Vendors please fill out electronic form and submit, or print out, sign and date this Vendor IVA and send it to VeriTES Analytics Inc. with the W9 (US only) one of the following 3 ways:

- ➔ scan then email the IVA to info@verites-analytics.com or
- ➔ fax to toll-free fax number 1-800-443-6093 Attn: Dispatching or
- ➔ mail to: VeriTES Analytics Inc. Attn: Dispatching, PO BOX 650, Topanga, CA 90290

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

(Rev. July 2017)

Department of the Treasury
Internal Revenue Service

► **For use by individuals. Entities must use Form W-8BEN-E.**
► **Go to www.irs.gov/FormW8BEN for instructions and the latest information.**
► **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if:

Instead, use Form:

- You are NOT an individual **W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States **8233 or W-4**
- You are a person acting as an intermediary **W-8IMY**

Note: If you are resident in a FATCA partner jurisdiction (i.e., a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.		Country	
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		6 Foreign tax identifying number (see instructions)	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself for chapter 4 purposes,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
 - (a) not effectively connected with the conduct of a trade or business in the United States,
 - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ►

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

Print name of signer Capacity in which acting (if form is not signed by beneficial owner)