

**Framework agreement of privacy, right of use and data protection for mystery shoppers as contractors.**

The following agreements are valid for all assignments of evaluation (Mystery Shopping, Mystery Call, activities as test persons et cetera, consecutively called „assignments“) on behalf of Performance Check.

1. All information referred to an assignment of Performance Check or got after participation in an assignment of Performance Check are strictly confidential. Therefore the mystery shopper agrees to reveal himself as a mystery shopper under no circumstances except by order of Performance Check. Furthermore he won't reveal any information related to the assignments to third. In this context the mystery shopper is not allowed to reveal himself as a mystery shopper at the corporation, company or organisation which is to be visit in the context of the evaluation.

2. The mystery shopper is obligated to reject the assignment if he himself or any members of his family (members of the domestic home) and close friends are working, have worked or are known at the corporation, company or organisation which is target of the assignment.

3. If the mystery shopper accepts the assignment he has to obey the terms given by Performance Check before the test strictly (proceedings and details of the test). The appointments and time limits that are stated within the order have to be maintained. The mystery shopper has to fulfill his duties with appropriate carefulness and in all conscience and referred to his skills. He won't do anything that could impair the commercial reputation or interests of Performance Check.

4. The mystery shopper obligates himself to fill in the application form and all questionnaires of the mystery shopper account completely, correctly and honestly.

5. After the execution of an assignment the mystery shopper has to inform Performance Check about the results within the appointed time limit. (12 or 24 hours depending on the assignment) Performance Check reserves the right to retain payments for results that are delivered outside of the appointed time limit.

6. If a mystery shopper didn't observe all of those rules including

- the default of not returning the assignments results within the stated time limits,
- the default of not executing the assignment properly,
- or that a questionnaire filled in by the mystery shopper contains misleading or incorrect information,

Performance Check reserves the right to retain the payment for this assignment and other receivable payments and to remove the mystery shopper from the Performance Check mystery shoppers pool. In case of giving wrong information with intent Performance Check is allowed to enforce a contractual penalty of 500,- €. If the harm is bigger Performance Check has the right to claim additional costs. The mystery shopper shall be at liberty to prove that the generated harm is less bad.

7. After an assignment that is completed successfully Performance Check has to pay the appointed reward to the mystery shopper. In this context Performance Check will only pay for the assignment that has been fulfilled in keeping with the requirements. The payment target is 30 days after receipt of invoice.

The mystery shopper will be informed about the amount of reward before the beginning of the assignment. Furthermore Performance Check will refund all necessary costs the mystery shopper could have during the assignment (e.g. the purchase of goods or travel costs). The fixed reward together with the appointed additional costs that represent the complete reward will be paid per bank transfer on a bank account. The settlement has to be sent completely and truly filled within 3 days after the execution of the assignment. In case some information is missing or incorrect information is contained Performance Check will send the settlement back to the mystery shopper. The mystery shopper is liable for any kind of mistakes. Later additional bank transfers won't be made. If a contemporary settlement is not possible a written information to buchhaltung@performance-check.de is necessary to extend the time frame. Settlements arriving after 6 months have passed won't be cleared any more.

If an assignment can't be completed due to the close-down of a location, relocation or termination of a shop (in that kind that the execution of the evaluation is not possible) the fees will be cut down to 50% of the originally appointed reward. A proof via picture is always required. The non-compliance of this framework agreement can result in the withholding of payments for the performance.

8. This framework agreement doesn't represent a contract of employment between the mystery shopper and performance Check or the mystery shopper and the company or organisation which is valued by him. Therefore Performance Check isn't obligated to contract insurance for harm that could be done to you during the execution of assignments and didn't effect such a policy. The mystery shopper acts as an independent contractor due to the duties that he resumes for Performance Check. Therefore Performance Check doesn't subtract any taxes from the mystery shopper's reward. The mystery shopper is completely liable for the declaration of his income to the tax office. If required by the tax office Performance check will give information to the tax office on all money amount which has been paid during the current tax year.

9. Performance Check is not able to guarantee how much assignments are offered to a mystery shopper as long as he is a member of the Check panel list. Performance check is totally free (it is at the exclusive discretion of performance Check) to decide who has to be chosen for participation in an assessment.

10. If a mystery shopper applies as mystery shopper or test person he will be required by Performance Check to fill in a registration form as well as some mystery shopper's questionnaires. Performance check needs this information to choose a suitable participant for the execution of the assignment. All personal data collected by Performance Check will be saved and

secured consistent with his privacy statement and the valid determination of privacy protection. With the acceptance of this framework agreement the mystery shopper as well accepts the privacy statement which has to be considered as an integral part of this framework agreement.

If possible assignments will be operated under a pseudonym (mystery shopper's identification number) towards the initiator. However the mystery shopper agrees that is first name and last name or further data – if necessary – are given respectively allowed to be made accessible to the initiator. These data could also contain special personal data, such as health data. Further information result from the single assignment. (The mystery shopper decides if he accepts the assignment under the particular conditions.)

11. If the mystery shopper doesn't want to be active as mystery shopper for Performance Check any more he has to contact Performance Check and desire that no more assignments will be offered to him. (Via e-mail to [edv@performance-check.de](mailto:edv@performance-check.de)). In case Performance Check has a reason to assume that the mystery shopper isn't able to meet this framework agreement, Performance Check reserves the right to remove the information and to not offer any more assignments to the mystery shopper.

12. This framework agreement as well as the particular assignments between the mystery shopper an Performance Check concerning all matters of the assignments, estimations and evaluations are liable to the German law without consideration of the conflict of laws and are interpreted according to that.

13. In case of existing or in the future emerging legal relationships only German law is applicable and only German courts are responsible. The German courts are only responsible for all disputes due to or in context with this framework agreement or the participation as mystery shopper in the services offered by Performance Check.

14. If a clause of this agreement is completely or partly legally void or lose its validity later, the remaining clauses shall retain their validity. Instead of the invalid clauses the statutory provisions will apply.

By ticking this box, I agree with the above points.

[www.performance-check.de](http://www.performance-check.de)  
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