



INDEPENDENT CONTRACTOR PAPERWORK

Included:

Questionnaire
Independent Contractor Agreement
Appendix A (EZlocal Solutions)
Appendix B (Commission and Residual Pay)

Email / fax completed forms to EZlocal with copy of:

Form W-9
Copy of Photo ID
Federal Tax Identification Number or
Copy of Social Security Card
Voided Check for Direct Deposit (optional)



Independent Contractor Questionnaire

Please complete, sign, and submit to EZlocal at apply@ezlocal.com or by fax at (877) 320-9675.

Name _____ Email _____

Doing Business As "DBA" (if any) _____

Business Street Address _____

City _____ State _____ ZIP _____

Business Phone _____

Business Type: Corporation Partnership LLC Sole Proprietorship

Do you have a business license? Yes No

Federal Tax Identification Number (or EIN), or Social Security Number (SSN) _____

Have you ever paid taxes before as an independent contractor? Yes No

Website URL (if any) _____

Describe any professional training or certification you have received in sales and/or online marketing:

Business expenses you pay now (if any): _____

Equipment you own and plan to use to sell our solutions (select all that apply):

Laptop/tablet (recommended) Smartphone Fax Printer

Attach resume OR provide the name, address, and dates of service of all companies for which you have performed services as an independent contractor and/or salesperson (employee) for the past two years:

Company Name _____ Job Title _____

Address _____ From (MM/YY) _____ To _____

Work Description _____

Company Name _____ Job Title _____

Address _____ From (MM/YY) _____ To _____

Work Description _____

Company Name _____ Job Title _____

Address _____ From (MM/YY) _____ To _____

Work Description _____

Company Name _____ Job Title _____

Address _____ From (MM/YY) _____ To _____

Work Description _____

Company Name _____ Job Title _____

Address _____ From (MM/YY) _____ To _____

Work Description _____

I (we) certify that the information contained in this application is correct to the best of my knowledge and understand that falsification of any information is grounds for refusal or severance of Independent Contractor status. I further understand that I (we) cannot represent myself as a representative of EZlocal until I have been approved by EZlocal. I (we) authorize and instruct any person or consumer reporting agency to make inquiries and compile such reports as may be requested by EZlocal and I (we) also authorize EZlocal to make whatever inquiries and investigations necessary in connection with this application. I am aware that pursuant to the Fair Credit Reporting Act, that I may make a written request within a reasonable time for disclosure of any information received from any consumer reporting agency as authorized herein.

INDEPENDENT CONTRACTOR

EZLOCAL, INC.

SIGNATURE

SIGNATURE

NAME

NAME

DATE

DATE

Appendix A

EZLOCAL PRODUCTS

The following is a list of the particular Products (or “Solutions”) to be sold by the Contractor. Product offerings, terms, and pricing can be modified from time to time by EZlocal.

Product Name	Description
Local	Business listings optimization and management.
Social	Social media marketing and management.
Reputation	Online reputation monitoring and review response management.
Website	Website design, hosting, and management.
Ads	Google, Bing, and/or Facebook online advertising management.
SEO	Search engine ranking campaign.

A detailed description of all of the Products and Solutions offered by EZlocal can be found online at <https://ezlocalpro.com/>.

Documents

The following documents are incorporated into this agreement by reference and provide additional terms and conditions related to your use and marketing of our Product and Solutions:

- Merchant Terms and Conditions – <https://ezlocal.com/agreement>
- Privacy Policy – <https://ezlocal.com/about/privacy.aspx>

These documents may be amended at any time and such amendments shall be binding and effective as indicated within such policies.

CONTRACTOR INITIALS

Appendix B

COMMISSION AND RESIDUAL PAYMENT SCHEDULE

The following is a statement of the current payment structure for the “**Independent Contractor Agreement.**” This Appendix replaces all previous versions of the Commission And Residual Payment Schedule. This Appendix is subject to change at any time without prior notice solely at the discretion of EZlocal and does not change any of the stipulations in the Contractor Agreement. Any change in this Appendix will become immediately binding upon the Contractor, his or her heirs, successors and assigns, any and all representatives that may and will be utilized by Contractor, and any other persons that will be involved in the representation of Contractor.

COMMISSIONS

For all accepted Merchant enrollments, EZlocal will pay Contractor an upfront commission calculated as EIGHTY PERCENT (80%) of the Total Set-up Fee of any sale. For example, a \$500.00 set-up fee would result in a \$400.00 sales commission.

For upfront cash enrollments, Merchant must make a minimum commitment of TWELVE (12) months, and commission pay will be determined by EZlocal on a case by case basis upon approval. No additional commissions or residuals will be paid on renewals.

Commissions are paid on the following Friday for the prior week’s sales submitted no later than Friday at 8:00 am Central Time.

RESIDUAL FEE

EZlocal will pay Contractor an ongoing monthly Residual Fee on all eligible and active Merchant accounts. Residual Fee shall be calculated as TEN PERCENT (10%) of monthly billing paid to EZlocal by Merchant. For example, a \$299.00 monthly enrollment would result in a \$29.90 monthly Residual Fee. There must be a minimum of TWO HUNDRED FIFTY dollars (\$250.00) in ongoing Residual Fees to initiate Residual payment.

Payment of the Residual Fee for previous month’s activity shall be paid within THIRTY (30) days of the end of the following calendar month. For all checking account enrollments, Contractor must provide a voided check from Merchant to receive monthly Residual.

In special circumstances where the monthly fee is reduced, for example, to accommodate a Merchant with multiple locations, the Residual Fee will be reduced accordingly at the discretion of EZlocal. Any additional monthly billing generated by EZlocal at any time, through product upgrades, Account Maintenance Fee billing, or increased service fees, for example, is not subject to Residual Fee pay. Upfront cash enrollments are not eligible for Residual Fee pay.

In order to qualify to receive Residual Fees, the Contractor must meet all of the requirements of the EZlocal Independent Contractor Agreement. All decisions as to payments by EZlocal shall be final and binding on Contractor unless there is a showing of bad faith or gross negligence on behalf of EZlocal.

VESTING

In order to become vested in Residual Fee income, Contractor must meet all of the requirements of the Contractor Agreement. The Contractor is 100% vested in Residual income as long as (I) The ongoing monthly Residual is a minimum of ONE THOUSAND dollars (\$1,000.00) per month, (II) The Contractor has not been Terminated for Cause, and (III) Contractor has not assigned its rights to a third party in which case no Residual Fee will be due.

CONTRACTOR INITIALS

EZlocal Independent Contractor Agreement

This **Independent Contractor Agreement** (this "Agreement") is entered into effective as of the ____ day of _____, 20____ (the "Effective Date") by and between EZlocal, Inc. ("EZlocal") having an address at 377 E Butterfield Rd, Suite 300, Lombard, IL 60148 and _____, an Independent Contractor ("Contractor"), having an address at _____.

WHEREAS, EZlocal is engaged in the sales, marketing, and fulfillment of services related to online presence management (the "Product") (as defined below and listed in Appendix A of this Agreement); and

WHEREAS, EZlocal wishes to engage the Contractor as its independent sales representative of the Product for EZlocal on the terms and conditions set forth below; and

WHEREAS, the Contractor wishes to market and sell the Product to potential EZlocal customers, referrals, members, clients, business owners and others (collectively, the "Merchants") in accordance with the terms of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. Contractor Obligations. Upon acceptance of this Agreement, the Contractor will become eligible to participate in the selling of EZlocal Products to Merchants. Contractor shall provide to EZlocal a signed Merchant Application and Agreement (the "Application") with complete payment information in the manner and format designated by EZlocal. A unique Contractor ID number will be provided by EZlocal to Contractor and must be printed clearly on each Merchant Application. Contractor, not EZlocal, is responsible for developing and managing pay relationships with the Contractor's employees or contract personnel. EZlocal is responsible for setting the price and the terms of any Product sold by the Contractor. Furthermore, Contractor shall not reduce any monthly fees or alter Merchant Terms and Conditions without consent from EZlocal.

2. Independent Contractor Relationship. Contractor understands that he/she is an independent contractor, not an agent, employee or franchisee of EZlocal and will not be treated as an employee for any purposes including that of the Federal Unemployment Tax Act and Federal Insurance Contribution Act, the Social Security Act and State Unemployment Act. EZlocal shall not maintain Workers Compensation or disability coverage for the Contractor. Contractor understands and agrees to pay all applicable Federal and State income taxes, self-employment taxes, local taxes and/or license fees which may be due because of activities under this Agreement. Furthermore, Contractor and EZlocal agree to the following rights and obligations consistent with an independent contractor relationship:

- Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed at any place, location, or time.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to perform services required by this Agreement at any place, location, or time.
- Contractor shall perform services required by this Agreement.
- EZlocal shall not hire, supervise, or pay assistants to help the Contractor.
- Training provided by EZlocal will be limited to product knowledge and sales strategies. Contractor or Contractor's employees or contract personnel shall not receive training from EZlocal in skills necessary to perform services required by this Agreement.
- EZlocal shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

3. Contractor Pay. The Contractor understands that sales of Products are a requirement to earn commissions and residual fees which are the only forms of Contractor compensation. Contractor is responsible for paying taxes on the money he/she receives from EZlocal and for paying all of its own expenses related to the marketing and selling of Products. These include automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses, and other compensation paid to employees or contract personnel Contractor hires to sell Product. The Contractor is not guaranteed any income, profit or success.

4. Commissions. Commission pay is described in **Appendix B ("Commission And Residual Payment Schedule")** and is based upon the total set-up fee Contractor collects from the Merchant for each sale. Merchant enrollments must be accepted into billing and

approved by EZlocal to be eligible for commission pay. Commissions will be paid by the following Friday for sales of Product submitted the prior week ending Friday at 8:00 a.m. Central Time. Any refunds given to any Merchants shall be deducted from Contractor pay.

5. Residual Fees. For each Merchant enrollment accepted by EZlocal, Contractor earns ongoing monthly residual fees as described in Appendix B. Residual Fees only apply to Merchants who continue to pay their monthly fees to EZlocal. A minimum of Two Hundred Fifty Dollars (\$250.00) in Residual Fees (see Appendix B) is required to initiate Residual Fee payment. Payment of the Residual Fee for activity of the previous month shall be paid within THIRTY (30) days of the end of each calendar month. Residual Fee is paid to "active" Contractors only. An "active" Contractor is defined as one that submits a minimum of ONE (1) sale in each calendar month.

6. EZlocal Discretion and Right to Reject. In order to protect against unauthorized promises which cannot be fulfilled, EZlocal shall have the absolute right, at EZlocal's discretion:

- (a) to reject any Merchant enrollments procured through the Contractor, in which case, no amounts will be due to Contractor; or
- (b) to make any allowances or adjustments to Product pricing and terms.

7. Merchant Relationship. As between EZlocal and Contractor, EZlocal shall be responsible for providing all customer service, account management, and Product fulfillment to EZlocal's Merchants. EZlocal will be responsible for developing and managing the billing relationship with Merchants.

8. Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of ONE (1) year, unless terminated earlier by either party. This Agreement shall automatically renew for consecutive ONE (1) year periods unless either party terminates this Agreement as set forth herein. Each party has the right to terminate this Agreement with or without cause at any time upon SIXTY (60) days' prior written notice. In the event of termination, other than for cause, EZlocal shall continue to pay to Contractor the Vested Residual Fee due and owing for the Merchant referrals who enrolled with EZlocal prior to the effective date of termination for a period of SIX (6) months, payment to be made at the time specified in paragraph 2 above.

9. Termination for Cause. At EZlocal, our priority is establishing long-term relationships with our Merchants and Contractors. It is equally important that our Contractors establish these same types of relationships. Because the Merchants perceive the Contractors as a direct extension of EZlocal, it is imperative that Contractors maintain honest sales practices. A substantiated finding of forgery, altering documents, fraudulent information written on an Application, non-disclosure of fees or stating that there are no fees, receiving money from a Merchant and not forwarding money and Application to EZlocal within TEN (10) business days, or gross misrepresentation of Product and/or services offered by EZlocal will allow EZlocal to terminate for cause effective immediately upon sending of written notice to Contractor.

10. EZlocal's Intellectual Property. EZlocal needs to approve and keep track of the way its name and logos are used. Contractor will not use the EZlocal name, service marks, trademarks and logos ("Marks") in marketing materials it uses to sell EZlocal Solutions without the agreement of EZlocal. Contractor agrees it will not use any of the EZlocal name, or its Marks in domain names or metatags. Contractor agrees all Marks are owned exclusively by EZlocal and Contractor will not directly or indirectly challenge the ownership, validity, registration or use of the Marks.

11. Documentation. EZlocal has a lot of tools, including downloadable documents, sales and product materials, that can be provided to potential customers for using the Solutions. Contractor is welcome to use these tools but will not modify any wording in the documentation without the agreement of EZlocal. EZlocal will update this documentation as Solutions change or are updated.

12. Indemnification. Contractor agrees to indemnify and hold harmless EZlocal and EZlocal's directors, officers, employees, agents, managers, members, representatives, affiliates, successors and assigns (collectively, the "EZlocal Indemnified Parties") from and against any and all actions claims, demands, suits, liabilities, losses, damages, obligations, judgments, settlements, costs, and other expenses (including attorneys' fees, paralegals' fees and court costs) incurred or suffered by any of the EZlocal Indemnified Parties which relate to or arise out of any actual or alleged: (a) breach by Contractor of any of the representations, warranties or covenants of Contractor set forth herein; (b) violation by Contractor of any applicable law, ordinance, rule or regulation; (c) the failure of Contractor to comply with and observe any federal, state or local laws, agreements, codes, regulations and ordinances which may be applicable to Contractor. EZlocal shall not be liable to Contractor for any incidental or consequential damages of any kind (including, without limitation, lost profits) and any punitive damages arising by virtue of any dealing between the parties.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law rules. Contractor irrevocably submits to the original jurisdiction of those state or federal courts located within

DuPage or Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of the Agreement.

14. Amendment. EZlocal may amend this Agreement at any time with THIRTY (30) days written notice to Contractor. Any notice hereunder shall be given in writing, shall specifically refer to this Agreement, and shall be sent by mail delivery, or sent by facsimile or or by electronic mail to the most recent email address for Contractor.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties hereto with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral. This Agreement may not be modified by custom, usage of trade, or course of dealing or performance.

IN WITNESS WHEREOF, Contractor and EZlocal has caused this Agreement to be executed on its behalf by its duly authorized representative.

INDEPENDENT CONTRACTOR (DBA)

EZLOCAL, INC.

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

DATE

DATE