



**By logging on to the Primo Solutions, LLC website, you are accepting our most recent Independent Contractor Agreement (the "Agreement"), shown below:**

## **Independent Contractor Agreement**

This Agreement is between you, the independent contractor (IC), and Primo Solutions, LLC.

This Agreement serves to enlist you as an independent contractor and not an employee of Primo Solutions, LLC. Your status as an independent contractor begins the moment that a contract is accepted. Payment for contract will be specified and agreed upon prior to acceptance of contract. Payment/reimbursement for services rendered by independent contractors are issued on a case by case basis and are by no means regular or standard. An independent contractor undertakes assignments as they may become available. No independent contractor is guaranteed work or that assignments will be available at the time of electronically signing this agreement.

Compensation for services is payable only after services are correctly and completely performed, an online report is submitted, and an original receipt, or other required material(s) as stated within an assignment's contract, is received by the means specified within the contract or instructions given by Primo Solutions, LLC at a specified location, if applicable, pursuant to any and all of Primo Solutions, LLC's procedures and processes. After contract requirements are all in acceptable and completed status, as determined by Primo Solutions, LLC, the amount due will be sent via PayPal or otherwise delivered to the independent contractor's address on record. Primo Solutions, LLC reserves the right to deduct or deny payment/reimbursement for a contract if any of the contract requirements are not fulfilled, as determined by Primo Solutions, LLC. Primo Solutions, LLC does not withhold payment for taxes or any other related reason, but is required to file a 1099 Miscellaneous form with the Internal Revenue Service at the end of the tax year, given that an independent contractor earns any amount equal to or greater than \$600.00. You understand that you cannot file for unemployment or other benefits since you are not an employee of Primo Solutions, LLC.

As an independent contractor, you are subject to the following:

- You are not entitled to medical, dental, or other benefits from Primo Solutions, LLC.
- You are of legal age to perform your services (either 18 or 21 years old)
- You assume complete and absolute responsibility of the services or tasks you perform
- You agree to be compensated for your services by the agreed upon contract and not by wages
- You choose whether to accept or deny an available contract
- You agree to provide transportation and all other materials
- You agree that you will not be compensated for transportation
- You choose the time and manner in which to conduct your services
- You fully understand the requirements of the contract
- You understand that a contract may or may not result in profit or any compensation at all

- You understand that you are responsible for any bank or financial institution fees related to accepting payment
- You agree that you do not represent an employee of Primo Solutions, LLC.
- You will not represent yourself as an employee of Primo Solutions, LLC.
- You may provide your services to other parties
- You are not guaranteed future contracts by Primo Solutions, LLC.
- You understand that contracts that are not completely and correctly fulfilled, as determined by Primo Solutions, LLC, will not be compensated
- You will not sign any contract (perform a mystery shopping assignment) for an Primo Solutions, LLC client where that client has at one time employed you or a member of your family or relatives
- You agree that Primo Solutions, LLC may contact you regarding available assignments, online surveys, or other offers or contracts
- You agree to maintain only one account with Primo Solutions, LLC, and that use or abuse of multiple accounts is a breach of this contract and may result in automatic denial of compensation for any and all contracts performed under any accounts associated with an independent contractor using or abusing multiple accounts
- You agree not to solicit or harass any Primo Solutions, LLC client or client representative or associate for any reason, and you agree that if you do so you are liable for a minimum of one thousand US dollars in monetary damages per incident and any additional damages or claims that arise out of said action
- You agree not to contact any Primo Solutions, LLC client or client representative or associate regarding dispute resolution or payment issues for any reason, and you agree that if you do so you are liable for a minimum of one thousand US dollars in monetary damages per incident and any additional damages or claims that arise out of said action

As a mystery shopper, you are required to submit factual data regarding observations and interactions when you provide your services. You are also required to submit complete and concise reports on our website by the date and time agreed upon, and to be available by both telephone and email contact to answer any questions Primo Solutions, LLC may have regarding your evaluations and/or visits. Failure to do so is a breach in contract and may result in no compensation for services performed. As an independent contractor, prior to acceptance of a contract, you agree to the following:

- Acceptance of the contract and its requirements and specifications
- Acceptance of the agreed upon compensation for your performed services
- Acceptance of the required completion date and time of the contract
- Maintenance of professionalism at the site of performed services
- Acquisition and maintenance of any applicable licenses or permits required to perform services in adherence with all local, state, and federal laws, including but not limited to obtaining a private investigator license or being employed by and completing work on behalf of a private investigator for any work performed in Nevada subject to NRS 648.012 (includes obtaining information with reference to the identity, habits, conduct, business, occupation, honesty, integrity, credibility, knowledge, trustworthiness, efficiency, loyalty, activity, movement, whereabouts, affiliations, associations, transactions, acts, reputation or character of any person)
- Confidentiality of any and all proprietary information and client information
- Confidentiality of any and all information disclosed to you by Primo Solutions, LLC
- Written information disclosed will not be retained after contract is completed, unless authorized
- Return of any written information after contract is completed, if requested
- Anonymity prior to, during, and after performing services

- Self-presentation as a customer of the outlined products or services
- Observation and evaluation of the outlined products or services
- Detailed, concise, accurate, factual, and timely documentation of observations and interactions
- Permission to verify any and all information supplied by you in reports or during services
- Primo Solutions, LLC is not responsible for compensation for telephone calls, faxes, mileage, or postage. Said expenses are the sole responsibility of the IC unless otherwise stated by Ann Michaels & Associates in writing prior to the completion of the shop assignment.
- In the event that an IC cannot perform an accepted assignment, the IC agrees to notify Primo Solutions, LLC via email or telephone so that the assignment can be rescheduled in a timely manner. Failure to notify Primo Solutions, LLC with 24 hours of the accepted shop may result in an IC being removed from Primo Solutions, LLC database.
- Payment to IC's will occur for assignments that are completed within the time frame specified and agreed upon, as well as per the guidelines set forth by our clients. The mystery shop report and supporting documentation must be received within the time frame specified and agreed upon. Supporting documentation may be in the form of a valid receipt for purchases, business card, invoices, or similar documents as indicated in the assignment guidelines. If the report and/or supporting documentation is not received within the timelines set forth by Primo Solutions, LLC and agreed upon by the IC upon assignment acceptance, the IC understands that they will not be paid for said assignment.
- IC's are not authorized to duplicate any of Primo Solutions, LLC or its client's materials, or any part thereof, in any way or form, without prior written consent from Primo Solutions, LLC.
- IC's agree to the following confidentiality disclaimers:
  - IC's will not disclose, disseminate, duplicate or divulge information relating to Primo Solutions, LLC, our clients, potential clients, assignments, or potential assignments to anyone without written consent from Primo Solutions, LLC.
  - IC's will not share the results of mystery shopping assignments with anyone outside of Primo Solutions, LLC.
  - IC's will not contact Primo Solutions, LLC clients directly without written consent from Primo Solutions, LLC.
  - Completed mystery shopping reports and other information gathered during an assignment are for the exclusive use of Primo Solutions, LLC and its clients. All surveys and other materials are copyrighted and remain the exclusive property of Primo Solutions, LLC and/or its clients.

Failure to abide by each and all of the above is breach in contract and may result, at the discretion of Primo Solutions, LLC in denial of compensation for services performed. All of the above apply during contract and after contract terminates. Primo Solutions, LLC its subsidiaries, affiliates, agents and advertising or promotional agencies are not liable for any accidents, misfortunes, adversities, legal liabilities, physical actions, or results that occur to you, anyone or anything accompanying you, or by you before, during, or after the evaluation and services performed or while utilizing any client product, service, or advice. Furthermore, you agree to hold harmless and make no claim against Primo Solutions, LLC regarding any claim against another party. Primo Solutions, LLC is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer or facsimile transmissions

which may limit an independent contractor's ability to accept or view a contract, fulfill a contract, or collect compensation for a contract. The independent contractor agrees to hold harmless Primo Solutions, LLC its subsidiaries, affiliates, agents and advertising or promotional agencies from any and all liability, loss, harm, damage, cost or expense whatsoever, including all reasonable counsel fees and court costs incurred, and including without limitation, property damage, personal injury and or death which may occur from acceptance of a contract, or use or misuse of compensation for a contract.

Primo Solutions, LLC may terminate this Independent Contractor Agreement at any time without notice. Upon termination of this Independent Contractor Agreement, it is agreed that all materials and written information be returned immediately to the appropriate owner and any rightfully due amounts with respect to contracts with requirements that are all in acceptable and completed status, as previously decided by Primo Solutions, LLC will be paid. Any claims or controversy by independent contractor that arises out of, or relates to this agreement, or the breach of it or any contracts accepted will be settled by arbitration in Washtenaw County, Michigan, in accordance with the American Arbitration Association.

The above is the Independent Contractor Agreement between Primo Solutions, LLC and you in whole, and may not be altered without written consent from Primo Solutions, LLC. Primo Solutions, LLC may make available an updated version of this independent contractor agreement at any time, in which case the independent contractor must agree to the updated version prior to accepting future contracts with Primo Solutions, LLC. By logging in to their Primo Solutions, LLC account, the independent contractor agrees to the most recent version of this Agreement. Any contracts accepted are subject to the terms and conditions in this Independent Contractor Agreement, and it is understood that the terms and conditions of this Agreement are agreed upon and will be abided by hereafter.

Because you AGREE to the document during your application process, it is not necessary to mail it back to our offices until requested. Please be advised that if you are offered work, you will be required to provide us with your Social Security number when requested.