

## Independent Contractor Agreement

### Additional Sign-up Requirements:

By clicking "**Sign Me Up**" below, I acknowledge that I will be working with **PINNACLE FINANCIAL STRATEGIES** doing mystery shopping for its **PROS Mystery Shopping** service, as a self-employed Independent Contractor and **not** as an employee, affiliate, or partner of PINNACLE FINANCIAL STRATEGIES or its clients.

As an Independent Contractor, I understand that PINNACLE FINANCIAL STRATEGIES is **not** responsible for providing any employment taxes, social security, medical insurance, or other such benefits. There will be no deductions taken by PINNACLE FINANCIAL STRATEGIES from compensation paid for the work performed.

As an Independent Contractor, I will be responsible for my own licenses, insurance, and payment of any federal, state, local or other taxes due as part of my business operation.

As an Independent Contractor, I am responsible - *not PINNACLE FINANCIAL STRATEGIES* - for travel or other business expenses incurred during the performance of the job being performed.

As an Independent Contractor, it is understood by both parties that I have the option to perform work for other companies, as well as PINNACLE'S PROS Mystery Shopping service. When offered work from PINNACLE FINANCIAL STRATEGIES/PROS Mystery Shopping, the Independent Contractor has the option of accepting or rejecting such work by notifying PINNACLE FINANCIAL STRATEGIES/PROS Mystery Shopping via email or phone before the mutually agreed upon due date.

As an Independent Contractor it is understood by both parties that the compensation for work performed is **not** based on time (hourly or monthly wage), but by the completed job. PINNACLE FINANCIAL STRATEGIES is **not** responsible for hiring, paying, or supervising any personnel working with or for me.

As an Independent Contractor it is understood by both parties that the work being performed is **not** occurring on the premises of PINNACLE FINANCIAL STRATEGIES.

As an Independent Contractor it is understood by both parties that PINNACLE FINANCIAL STRATEGIES reserves the right to adjust the

compensation rate contingent upon the accuracy and completeness of my performance of the mystery shops. This would include conducting my-self in the manner required when dealing with any associate or employee of any of client of PINNACLE FINANCIAL STRATEGIES. In addition, the mystery shopping assignment must be completed accurately, performed during the agreed timeframe, and returned by the mutually agreed upon due date. PINNACLE FINANCIAL STRATEGIES will **not** pay compensation to any mystery shopper whose behavior or work is sub-standard as described in the terms and conditions set forth in the instructions provided in each shopper assignment.

In clicking "**Sign Me Up**" below, I do state that it is clearly understood that I have read and agree to the following:

Tools provided to me by PINNACLE FINANCIAL STRATEGIES (Questionnaires, Client Instructions, Scenarios, Client Profiles, etc.), and information gathered during the course of my work, are strictly confidential, and must **not** be disclosed.

I must keep any notes I make, business cards I collect, and deposit slips or other documentation provided by the bank for 60 calendar days after the completion of the shop. PINNACLE FINANCIAL STRATEGIES/PROS Mystery Shopping may request fax or mailed copies of these items at any point during that 60 day period.

Shopping information is **not** to be discussed with family, friends, acquaintances, strangers, or anyone other than employees of PINNACLE FINANCIAL STRATEGIES.

I must refuse mystery-shopping assignments, if offered, pertaining to any PINNACLE/PROS' client where I, family, or close friends are currently employed, or have been employed in the past.

Payment for shops will be paid on the 10th of the month for valid work submitted by the 20th of the month prior. Please note: your shops must be reviewed by PINNACLE FINANCIAL STRATEGIES' PROS Mystery Shopping by the 20th to be paid on the 10th.

PINNACLE FINANCIAL STRATEGIES reserves the right to change policies regarding this contract agreement at any time without previous notice.

Shopper must have a **PayPal account** established in order to receive payment for shops completed.

**In addition, I agree to the following Rules of Ethical Conduct:**

- I agree to perform all shops to the best of my ability;
- I agree to perform all shops with honesty and integrity;
- I agree to submit all reports on or before the mutually agreed upon due date;
- I agree to honor all confidentiality agreements;
- I agree to give immediate notice to PINNACLE FINANCIAL STRATEGIES/PROS Mystery Shopping and their scheduling team if I cannot perform a shop for any reason;
- I agree to return follow up calls or e-mails in a timely manner;
- I agree to keep paperwork and notes for at least 60 days to assist with client questions;
- I will **not** falsify or misrepresent reports;
- I will **not** ask or encourage anyone to break confidentiality agreements with other firms for whom they conduct mystery shopping assignments;
- I will **not** use any PINNACLE FINANCIAL STRATEGIES' or MSPA media to publish complaints against vendors, clients, shoppers or mystery shopper providers;
- I will **not** divulge information concerning the names of clients, nor the companies that mystery shop such clients;
- I will **not** share information with others on shopping fees and reimbursements for specific clients;
- I will **not** share the results of a shop with others in order to protect the client's confidentiality;
- I will **not** give my assignments to another shopper to complete without asking permission of my contact person at PINNACLE FINANCIAL STRATEGIES/PROS Mystery Shopping;
- I will **not** perform any shops under the influence of illegal drugs or prescription drugs that might impair my abilities;
- I agree **not** to become inebriated, nor drink beyond the legal limits set forth in my state or perform any other activity that may cause harm to myself or others while mystery shopping;
- I will **not** directly contact a Pinnacle client;
- I will **not** disrupt the normal business flow of an operation in the process of performing a shop (do not cause a scene);
- I will **not** announce myself as a mystery shopper to the bank or any

bank employee being shopped;

I will **not** perform a shop unless I have thoroughly read each question on the survey and the instructions provided by PROS;

**The Mystery Shopping Providers Association's (MSPA) Shopper's Code of Professional Standards have been established to ensure that all shoppers conform to the following principles:**

Commit, in principle, to the purposes of improving service and promoting excellence in the Mystery Shopping industry;

Conduct Mystery Shopping services in an honest and ethical manner;

Conduct Mystery Shopping services according to industry procedures and regulations set forth and agreed to by MSPA members;

Instill confidence in Mystery Shopping and encourage public cooperation;

Respect PINNACLE FINANCIAL STRATEGIES/PROS Mystery Shopping, other MSPA members, clients, and the general public.

By selecting "**Sign Me Up**" below, you indicate that you have read, understand, and agree to follow the principles of honesty, professionalism, fairness, and confidentiality that are outlined in this agreement. If, after a thorough investigation, PINNACLE FINANCIAL STRATEGIES finds a shopper to be in violation of these Rules of Conduct and accompanying principles, shopping eligibility may be withdrawn. Should a complaint be filed against you, you will be contacted and given the opportunity to respond before a final decision is made.