

ADVERTISING SALES AGENT AGREEMENT

IMPORTANT NOTICE: This online Advertising Sales Agent Agreement (“Agreement”) is a legally binding contract between you (“you” or “your”) and Local Dot Com, Inc., dba Local4All.com (“Local4All”). By completing the Local4All’s Agent Registration Form online and clicking the “Submit” button, you signify your agreement to all of the terms and conditions in this Agreement. You or Local4All may terminate this Agreement for convenience at any time within ten (10) business days of the Effective Date (defined below) by notifying the other.

- 1. Effective Date and Time.** This Agreement is entered into as of the date and time when you complete the online Local4All Agent Registration Form and click the “Submit” button (“Effective Date”).
- 2. Sales Agent Engagement.** Subject to the terms and conditions of this Agreement, the Local4All hereby engages you as a sales agent to promote and sell advertising space in Local4All.com’s online business directories and in any other venues added by Local4All at its sole discretion, and any other products and services made available by Local4All from time to time. You hereby accept such engagement.
- 3. Performance.** You will use your best efforts and reasonable judgment in your performance under this Agreement and will perform the required duties in a timely and productive manner. You will not enter into any agreements, and will not make any representations or warranties on behalf of Local4All except as expressly authorized by Local4All. You will perform all duties as reasonably requested by Local4All from time to time. You will adhere to all Local4All Policies published on the Local4All.com website. Local4All reserves the right to modify such Policies from time to time and it is your responsibility to periodically review such Policies in order to comply with them at all times.
- 4. Compensation.** As full compensation for your services under this Agreement, Local4All will pay you commissions for sales as published in the then-current Compensation Schedule posted at www.local4all.com/agentcomp.php (and its successor pages) according to the adjustable compensation percentage rate you select. You may adjust your compensation percentage rate at any time by logging in and changing your current rate on the web page www.local4all.com/edit_account.php subject to the maximum allowable as set by Local4All from time to time. Local4All reserves the right to modify the Compensation Schedule at any time by posting a new schedule, but your compensation for any given advertising sales will be determined by the Compensation Schedule in effect at the time the sale is concluded.
- 5. Representations.** You hereby represent that: (a) you are free to enter into this Agreement; (b) your entering into this Agreement does not violate the terms of any other agreement between you and any third party; (c) in rendering your duties, you shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which you do not have a proprietary interest; (d) you have read, understand and accept Local4All Terms and Conditions for use of its website; and, (e) you have met any other requirements listed on the Local4All Agent Registration Form.
- 6. Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and end when either you or Local4All terminates this Agreement in accordance with the following provisions: (a) You may terminate this Agreement for convenience at any time

upon ten (10) business days prior notice to Local4All; (b) Local4All may terminate this Agreement for convenience at any time upon ten (10) business days prior notice to you; and, (c) Local4All may terminate you immediately without notice if you are convicted of any crime or offense, fail or refuse to comply with the written policies or reasonable directive of Local4All, are guilty of serious misconduct in connection with performance hereunder, or materially breach any provision of this Agreement.

7. **Expenses.** During the term of this Agreement, you are solely responsible for your operating expenses and shall not be entitled to any reimbursement for any expenses incurred in connection with the performance of your duties hereunder.
8. **Inventions.** Any and all inventions, discoveries, developments and innovations that you conceive during this engagement relative to the duties under this Agreement shall be the exclusive property of the Local4All; and you hereby assign all right, title, and interest in the same to Local4All. Any and all inventions, discoveries, developments and innovations that you conceived prior to the term of this Agreement and use in rendering duties to Local4All are hereby licensed to Local4All solely for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without your prior written approval by Local4All.
9. **Confidentiality.** You acknowledge that during the engagement you may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by Local4All and/or used by Local4All in connection with the operation of its business including, without limitation, Local4All's business and product processes, methods, customer lists, accounts and procedures ("Confidential Information"). You agree that you will not disclose any Confidential Information, directly or indirectly, or use any Confidential Information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with Local4All. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Local4All, whether prepared by you or otherwise coming into your possession, shall remain the exclusive property of Local4All. You shall not retain any copies of the foregoing without Local4All's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by Local4All, you shall immediately deliver to Local4All all such files, records, documents, specifications, information, and other items in your possession or under your control.
10. **Non-hire Provision.** For a period of six months following any termination, you shall not, directly or indirectly hire, solicit, or encourage to leave Local4All's employment, any employee, consultant, or contractor of Local4All or hire any such employee, consultant, or contractor who has left Local4All's employment or contractual engagement within one year of such employment or engagement.
11. **Merger.** This Agreement shall not be terminated by the merger or consolidation of the Local4All into or with any other entity.
12. **Independent Contractor.** This Agreement shall not render you an employee, partner, or joint venturer with Local4All for any purpose and not an agent of Local4All for any purpose not stated in this Agreement. You are and will remain an independent contractor in your relationship to Local4All. Local4All shall not be responsible for withholding taxes with

respect to your compensation hereunder. You shall have no claim against Local4All hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

13. **Insurance.** Local4All will not carry liability insurance to cover your activities. If desired, you may carry your own liability insurance relative to any service that you perform for Local4All.
14. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
15. **Choice of Law.** The laws of the state of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
16. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be first handled between you and Local4All. If a controversy cannot be settled without outside intervention, it shall be brought and settled in Pittsburgh, PA in accordance with the rules of the American Arbitration Association (website: www.adr.org) or brought before any other arbitration service mutually agreed upon and the judgment upon award may be entered in any court having jurisdiction thereof.
17. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO FULFILL ITS ESSENTIAL PURPOSE: IN NO EVENT SHALL LOCAL4ALL BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT IN EXCESS OF THE AMOUNT OF COMMISSIONS OWING HEREUNDER; AND, IN NO EVENT SHALL LOCAL4ALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, HOWSOEVER ARISING, EVEN IF COMPANY WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
18. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
19. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
20. **Assignment.** You shall not assign any of your rights under this Agreement, or delegate the performance of any of your duties hereunder, without Local4All's prior written consent.
21. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be by email (electronic mail) and, if no response is made within five days, shall be repeated in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such

notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to you: At your last known address maintained in Local4All's records.

- You may change your address for purposes of this paragraph by editing your profile on the Local4All.com website.

If to Local4All:

Local4All.com
208 N. Jefferson Street, 2nd Floor
Kittanning, PA 16201

- If Local4All's address changes, the new address shall be posted on its website.

22. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
23. **Entire Understanding.** This document and any exhibits attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
24. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.