



**TRENDSETTER'S W@H CUSTOMER CARE
INDEPENDENT CONTRACTOR/CUSTOMER SERVICE
PROFESSIONAL (CSP) AGREEMENT**

This Agreement (the "Agreement") is made on _____, by and between Trendsetters W@H Customer Care, (the "Company"), located at 4012 S Rainbow Blvd, Las Vegas, Nevada 89147-4414 in the County of Clark, and , (the "Independent Contractor" or "CSP") _____ located at _____

RECITALS

The Independent Contractor/CSP is secured to provide the services described below from the Contractor's principal place of business, if applicable, as aforementioned. The Independent Contractor/CSP represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor/CSP pursuant to this Agreement, and as such, provides his/her Employer Tax ID Number, _____, and will complete and submit to Company using IRS Form W-9.

The Company desires to hire and contract the services of the Independent Contractor/CSP to perform those tasks as set forth herein. The Independent Contractor/CSP assents to this Agreement and to act and perform as an independent contractor/CSP for the aforementioned Company and is thus willing to do so on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained within this Agreement, the Parties agree as follows:

INDEPENDENT CONTRACTOR/CSP REPRESENTATION

The implementation of this Agreement does not constitute a hiring by either party. It is therefore the intention of the parties that the Independent Contractor/CSP shall maintain an independent contractor status and shall not be considered an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, State Revenue and Taxations Code relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims.

Therefore, staying within the Scope of Work, the Independent Contractor/CSP shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained herein this Agreement. This Agreement shall not be construed or considered to be a partnership or joint venture, and the Company shall not be held liable for any obligations incurred by the Independent Contractor/CSP, unless otherwise specifically authorized as such in writing. The Independent Contractor/CSP shall not bind the Company in any manner, unless specifically authorized to do so in writing.

RESPONSIBILITIES, DUTIES AND SCOPE OF WORK

The Independent Contractor/CSP herein agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude and/or archive the following duties/responsibilities:

Serve as Customer Service Professional (CSP) providing phone, email, and/or chat support in customer service, sales, or technical capacity for Arise Clients.

FURTHERMORE, the Independent Contractor/CSP shall perform any and all responsibilities and duties that may be associated within the Scope of Work set for above, including, but not limited to, work which may already be in progress or any related change orders. The Independent Contractor shall have full discretion within the Scope of Work but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization.

DOCUMENTS, RECORDS OR BOOKS

Any and all documents, records or books which may be related to the Scope of Work, as set forth herein this Agreement, shall be maintained by the Independent Contractor/CSP at the Independent Contractor's/CSP's principal place of business.

WORK SCHEDULE, EQUIPMENT AND SUPPLIES

The Independent Contractor/CSP shall be responsible to the owner(s) and/or manager(s) of the Company, Arise, and the Arise Client with which the Independent Contractor/CSP is currently contracted to provide service.

The Independent Contractor/CSP shall supply all necessary equipment, materials and supplies needed to complete the agreed upon Scope of Work. The Independent Contractor/CSP shall not rely solely upon the equipment or offices of the Company for completion of the tasks and duties set forth pursuant to this Agreement. Any directions or advice provided to the Independent Contractor/CSP regarding the Scope of Work shall be considered a suggestion only and not an instruction.

COMPENSATION

The Independent Contractor/CSP shall be entitled to full compensation for the performance of those tasks, responsibilities and/or duties related to the Scope of Work as follows:

Compensation Terms: CSP will be charged a flat administrative fee of _____ or _____% of their bimonthly compensation. This is in addition to the bimonthly \$19.95 administrative fee collected by Arise™ Virtual Solutions. The Independent Contractor/CSP is Professional (CSP) can choose direct deposit, pre-paid debit card, or mailed check. If CSP chooses to have compensation direct deposited, applied to pre-paid debit card, or mailed, s/he must ensure that bank, card, and contact information is up-to-date at all times. Trendsetters W@H is not responsible for delays in receiving compensation due to expired/incorrect bank account information or undeliverable address information. The total compensation amount is dependent on the number of hours serviced and any promotional/bonus

amounts earned by the Independent Contractor/CSP and this detail will be indicated on the Independent Contractor's/CSP's bimonthly invoice that will be included with their compensation.

Said compensation shall become due and payable to the Independent Contractor/CSP upon receipt of an invoice by the Company and payable pursuant to the following schedule and method:

Compensation Schedule: 11th of the month for service from the 15th through end of prior month and on the 24th for the 1st – 15th of the current month

Compensation Method: TBD by Independent Contractor/CSP

TAX WITHHOLDING

The Independent Contractor/CSP acknowledges and recognized that it shall complete and return to the Company an IRS Form 1099 and related tax statements, and shall be required by law to file corporate and/or individual tax returns, and to pay said taxes pursuant to all provisions of applicable Federal, State and Local laws. The Independent Contractor/CSP herein pledges and agrees to indemnify the Company for any damages or expenses, including any related attorney's fees, and legal expenses incurred by the Company as a result of Independent Contractor's/CSP's failure to make such required payments.

BENEFIT RIGHTS WAIVER

The Independent Contractor/CSP herein waives and foregoes any and all right to receive any benefits that may be provided by the Company to its regular employees, including, but not limited to, health benefits, vacation, retirement, profit sharing plans, sick leave, and any 401(k) plans. The Independent Contractor/CSP acknowledges and agrees that if any government agency or court of law claims that the Independent Contractor/CSP is an employee, s/he agrees to waive coverage under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor/CSP by virtue of his/her agreement with the Company. This waiver is effective independently of the Independent Contractor's/CSP's employment status as adjudicated for taxation purposes or for any other purpose.

NON-DISCLOSURE AND NON-COMPETE

Representation and Warranties

The Independent Contractor/CSP represents and warrants that his/her relationship with the Company will not cause or require that s/he breach any obligation to the agreement of or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the Independent Contractor/CSP acknowledges that a condition of the relationship is s/he has not brought and will not bring or use in the performance of his or her duties at the premises of the Company any proprietary or confidential information, whether or not in writing, of a former contracted company without that company's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by the Independent Contractor/CSP that the Independent Contractor/CSP deems to be excluded from

the scope of this Agreement and Independent Contractor/CSP hereby releases the Company from any and all claims by the Independent Contractor/CSP by reason of any use by Company from any invention heretofore made or conceived by the Independent Contractor/CSP.

Proprietary Information

For the sole purpose of this Agreement, "Proprietary Information" shall include, but is not limited to any information, observation, data, written materials, records, documents, drawings, photographs, layouts, computer programs, software, multi-media, social media, firmware, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, work products, logo, system, promotional ideas and material, customer lists, customer files, needs, practices, pricing information, process, test, concept, formulas, method, marketing information, technique, trade secrets, products and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the Company, its affiliates, subsidiaries or other related entities.

All rights, title and interest of any and all kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by the Independent Contractor/CSP during the term of its relationship with the Company or immediately following termination of that relationship, shall be the sole and exclusive property of the Company, Arise™, or the Arise™ Client for any purpose or use whatsoever as it deems necessary or fit, and shall be disclosed promptly by the Independent Contractor/CSP to the Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Proprietary Information is made, written, discussed, developed, secured, obtained or learned (i) solely or jointly with others; (ii) during the usual hours of work or otherwise; (iii) at the request and upon the suggestion of Company, Arise, or the Arise™ Client.

Non-Solicitation Clause

The Independent Contractor/CSP shall, either directly or indirectly, call on, solicit, take away or attempt to do any of the such that which pertains to any of the customers or clients of the Company on whom the Independent Contractor/CSP called, contacted or may have become acquainted with during the fulfillment of the terms of this Agreement, either for his/her own benefit or for the benefit of any other individual, firm, corporation or organization.

Non-Compete Clause

The Independent Contractor/CSP herein agrees not to participate in any activity or action that may be deemed of a competitive nature with any activity of the Company during the course of their relationship and for a period of 0 after the termination of this Agreement. Therefore, for the purpose of this paragraph, competitive activity thus encompasses forming and/or making plans to form a business entity that may be seen as being competitive with any business of the Company.

Non-Recruit Clause

The Independent Contractor/CSP shall not throughout the duration of this Agreement and for a period of 6 months immediately following the termination of this Agreement, either directly or indirectly, recruit any of the Company's employees, customers, clients or management for the purpose of any outside business.

Non-Partnership or Ownership Clause

Neither the Independent Contractor/CSP nor any of his/her representatives, agents or principals shall become or be considered an owner, partner, joint venture with or agent of the Company or any of its subsidiaries, affiliates or related companies or businesses by reason of this Agreement or their relationship with the Company unless otherwise declared or stipulated in a separate written agreement that has been signed and dated by all parties. Neither the Company, Independent Contractor/CSP nor any representative, agent, principal, officer or anyone who may be retained by the Independent Contractor/CSP shall have any authority to bind the other in any respect unless otherwise set forth in a separate written agreement which has been signed and dated by all parties.

USAGE OF COMPANY TRADEMARK OR LOGO

Any and all allowable use by the Independent Contractor/CSP of Company Trademarks and/or Logo shall inure to the Company's benefit, under the Company's control, and may be terminated by the Company at will without notice and for any reason. The Independent Contractor/CSP agrees that s/he shall not challenge, directly or indirectly, the validity of the Company's Trademark or Logo or the Company's ownership of said Trademark and/or Logo. The Independent Contractor/CSP shall not make use of the Company Trademark and/or Logo on any internet website and, furthermore, shall not register or use any domain names, meta tags, search engine keywords, hidden texts or URLs that may include any of the Company Trademark and/or Logo without first obtaining the Company's prior written approval.

TERM AND TERMINATION OF AGREEMENT

This Agreement shall be terminated at the conclusion of the Scope of Work or on completion of the Client Contract . It may be terminated prior to the completion or achievement of the Scope of Work for reasonable cause by either party. Such termination shall not prejudice any other remedy to which the terminating party may be afforded or entitled, either by law, in equity or in accordance with the terms and conditions contained within this Agreement.

TERMINATION OF AGREEMENT FOR CAUSE

If at any time the Company believes that the Independent Contractor/CSP may not be adequately performing their obligations under this Agreement, then the Company may request from the Independent Contractor/CSP written assurances of performance and a written plan to correct observed deficiencies in the Independent Contractor's/CSP's performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

The Independent Contractor/CSP, at such time, shall be deemed to be in default of this Agreement and the Company may, in addition to any other legal or equitable remedies available to the Company, terminate the Independent Contractor's/CSP's right to proceed under this Agreement, for cause, should the Independent Contractor/CSP commit a breach of this Agreement and not cure said breach within ten (10) business days of the date of notice from the Company demanding such cure; or if such failure is curable but not within the ten (10) day period required, within such period of time as is reasonably necessary to accomplish such cure. In addition, in order for the Independent Contractor/CSP to avail itself of this time period in excess of ten (10) business days from the date of the notice, the Independent Contractor/CSP

must provide the Company a written plan acceptable to and by the Company to cure said breach, and then diligently commence and continue such cure in accordance to the written plan provided.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a Termination for Convenience, and the Independent Contractor/CSP shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered.

PROFESSIONAL CONDUCT

The Independent Contractor/CSP shall be required to treat all Company employees, customers, clients, business associates and partners and other affiliates with complete respect and responsibility. The Independent Contractor/CSP shall be required to comply with all laws, governing their profession, licensing requirements and other laws or regulations that will permit them to complete the Scope of Work.

NOTICES

The Independent Contractor/CSP herein agrees to keep the Company informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email, pager number or any other relevant means of contact and communication.

LEGAL FEES

The Independent Contractor/CSP agrees that any proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement shall be executed through arbitration or mediation and the prevailing party in said proceeding shall be entitled to recover from the unsuccessful party any and all legal fees, cost, expenses, attorney's fees and any other cost or expense and fees arising from (a) such proceeding, whether or not such proceeding progresses to judgment, and (b) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

MEDIATION AND ARBITRATION

In the event that a controversy should arise between the parties to this Agreement which would involve the construction or application of any of the terms, provisions or conditions of this Agreement, a written request of either party served on the other, shall be submitted first to mediation and if the issue cannot be resolved, it shall then proceed to binding arbitration. Mediation or binding arbitration proceeding shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes, unless said Parties stipulate otherwise, or in such proportions as the arbitrator shall decide.

INJUNCTIVE RELIEF

The Independent Contractor/CSP herein acknowledges (1) the unique nature of the protections and provisions established and contained within this Agreement, (2) that the Company shall

suffer irreparable harm if the Independent Contractor/CSP should breach any of said protections or provisions, and (3) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the Independent Contractor/CSP cause a breach of any of the provisions contained within this Agreement, and then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

INDEMNIFICATION

The Independent Contractor/CSP shall defend, indemnify, hold harmless, and insure the Company from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the Independent Contractor/CSP, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the Independent Contractor/CSP. The Independent Contractor/CSP shall also insure that all of its employees and affiliates take all actions necessary to comply with all herein contained terms and conditions established and set forth in this Agreement.

ENTIRE AGREEMENT

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

REPRESENTATION

All parties to this Agreement herein acknowledges that no representation, inducements, promises or other agreements, orally or otherwise, have been made by any party hereto, or by anyone action on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties hereto.

SEVERABILITY

Should any term, condition, or provision of this Agreement be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

CONTINUING EFFECTS

The Independent Contractor's/CSP's obligations with regards to all trade secrets and confidential information, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the Independent Contractor/CSP, but the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

SUBSIDIARIES

For the sole purpose of this Agreement, Company shall also be deemed to include any affiliated organization that owns fifty percent (50%) or more of the voting stock, whether or not the Independent Contractor/CSP is directly employed by such other organization.

COUNTERPARTS

This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

SEVERABILITY

In the event that any provision, clause, sentence, section or other part of the Contract is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement shall nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party..

WAIVER

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of Nevada. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Nevada, in the County of Clark.

COPIES

Both the Independent Contractor/CSP and the Company hereby acknowledges that they have received a signed copy of this Agreement.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

Deborah J Owens

Deborah J Owens
Owner/CEO
Trendsetters W@H Customer Care

Print Name: _____ Date: _____
Independent Contractor/
Customer Service Professional (CSP)