

Trendsetter's W@H Customer Care
ACKNOWLEDGEMENT AND WAIVER AGREEMENT



THIS ACKNOWLEDGEMENT AND WAIVER AGREEMENT (the "Agreement") is made and into as of _____ between Trendsetters W@H Customer Care("Company") and Deborah J Owens and such other persons as shall from time to time execute this Agreement ("Client Support Professional").

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. It is solely the responsibility of Company to compensate Client Support Professional and provide Client Support Professional with any benefits that may be required by federal, state or local law.
2. Client Support Professional is not an employee of Arise Virtual Solutions Inc. ("Arise") or any client of Arise.
3. Client Support Professional is not eligible to participate in any employee compensation or benefit programs or arrangements maintained by or on behalf of Arise or any client of Arise.
4. Client Support Professional is not eligible to receive any workers' compensation, unemployment or disability benefits or insurance payments, or any other similar benefits from Arise or any client of Arise.
5. Client Support Professional hereby irrevocably waives any right to assert a claim directly or indirectly (whether in a court of law, in arbitration, or through a governmental agency or similar entity) against Arise or any client of Arise with respect to the matters enumerated in paragraphs 1, 2, 3 and 4 above.
6. Client Support Professional acknowledges and understands that Company and Arise have entered into an agreement which provides for the resolution of any and all disputes or claims each may have against the other by binding arbitration, and that Arise's obligation to arbitrate disputes and claims under that agreement extends to disputes and claims that Arise may have against Client Support Professional. In consideration of Arise's agreement to arbitrate disputes and claims it may have against Client Support Professional and for other good and valuable consideration, Client Support Professional agrees to arbitrate any and all disputes or claims that he or she may have against Arise or any client of Arise as set for the below in Paragraphs 7 through 9.
7. Company and Client Support Professional hereby agree to resolve any and all disputes or claims each may have against the other, and Client Support Professional hereby agrees to resolve any and all disputes that he or she may have against Arise or any client of Arise (including but not limited to claims for wages or other compensation due; claims for breach of any contract or covenant, express or implied; personal injury, defamation or other tort claims; claims for discrimination, including but not limited to discrimination based on race, sex, religion, national origin, age, marital status, sexual orientation, handicap, physical or mental disability or medical condition; claims for benefits; and claims for violation of any federal, state or other governmental constitution, law, statute, ordinance, regulation, public policy or provision of common law) by binding arbitration pursuant to either the then-current Commercial Arbitration Rules and Mediation Procedures or the then-current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (the "AAA"). The arbitration shall be conducted by a single arbitrator in the AAA office nearest the claimant (or such other location as is mutually agreed to by the parties), and each party therefore waives any objections or claims they might otherwise be able to rightfully assert based upon the inconvenience of the forum or improper jurisdiction.

Unless otherwise mutually agreed, the arbitrator shall be a practicing attorney with at least 15 years of experience and at least five years of experience as an arbitrator. The nature of the claims asserted shall determine which body of rules will apply. In the event that there is a dispute regarding which rules apply, the AAA shall decide that issue. Both sets of rules are available for review at www.adr.org.

8. All parties to this Agreement expressly agree that the Federal Arbitration Act governs the enforceability of any and all of the arbitration provisions of this Agreement and judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction. Questions of arbitrability (that is whether an issue is subject to arbitration under this Agreement) shall be decided by the arbitrator. Procedural questions arising out of the dispute and bearing on its final disposition are matters for the arbitrator to decide. Claims must be filed within the time set by the applicable statute(s) of limitations.

9. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved pursuant to the Optional Rules for Emergency Measures of Protection of the AAA. Either party also, may without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights of property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

10. CLASS ACTION WAIVER. By signing this Agreement, all parties waive their right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court against one or more other parties to this Agreement, Arise or any client of Arise. Further, the parties waive their right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action claim in arbitration or any other forum against one or more other parties to this Agreement, Arise or any client of Arise. The parties agree that any claim by or against any other party to this Agreement shall be heard in arbitration without consolidation of such claim with any other person or entity's claim. All parties agree that this Agreement does not limit any party's right to initiate an action in state or federal court challenging the enforceability of the group, representative, class, collective, or hybrid action waiver set forth herein. If Client Support Professional chooses to exercise that right, Company will not retaliate against Client Support Professional for doing so. Company reserves the right to oppose such a challenge to enforcement of this Agreement. The parties further agree that nothing in this Agreement precludes any party from participating in proceedings to adjudicate unfair labor practice charges before the National Labor Relations Board, including without limitation charges addressing the enforcement of the group, representative, class, collective, or hybrid action waiver set forth herein.

11. If any part of this Agreement, other than the waiver pursuant to Section 10 of the right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court against one or more other parties to this Agreement, or any Arise Client, is deemed or found to be unenforceable for any reason, the remainder of the Agreement is severable and shall remain enforceable. If a waiver of the rights pursuant to Section 10 is deemed or found to be unenforceable for any reason in a case in which class action or similar allegations have been made, Sections 7, 8, and 9 hereof shall also be unenforceable.

12. Company and Client Support Professional acknowledge and agree that Arise and any client of Arise are third party beneficiaries of this Agreement and any of them jointly or severally shall have the right to enforce this Agreement.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.***

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above

written.

COMPANY:

Trendsetters W@H Customer Care***

Deborah J Owens

Print Name: Deborah J Owens

Title: OWNER/CEO

CLIENT SUPPORT PROFESSIONAL:

Print Name:

***Company acknowledges and agrees that the signature on this document shall serve as the counterpart signature to any other Acknowledgment and Waiver Agreement executed by a Client Support Professional affiliated with Company.