

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement between, Work at Home Pastor Bless Club Inc., a Pennsylvania corporation ("Work at home PBC" or WAHPBC the "Company") and the entity or individual listed on the signature page hereto ("Contractor") is being made as of the date set forth on the signature page, attached hereto.

1. RECITALS

a. Whereas Work at home PBC has developed a state-of-the-art call center system that provides corporate clients with live operator services.

b. Whereas Work at home PBC wishes to retain Contractor as a home-based, VSR virtual service representative ("VSR") to provide teleservices utilizing Work at home PBC's state-of-the-art call center system. Such teleservices are all on behalf of the customers of Workathomepbc and may include answering outbound calls, processing orders and placing inbound calls within the metrics detailed in any attached Statement of Work (the "Services").

c. Whereas Contractor wishes to contract with Work at home PBC to perform VSR services.

2. TERM OF AGREEMENT

a. This Agreement will become effective after signature, and upon receipt by Work at home PBC, and will continue in effect unless terminated.

b. In case of material breach of this Agreement by either party, the other party shall have the right to terminate the Agreement immediately.

c. Contractor may also terminate this Agreement without penalty as provided in Section 2a, or may terminate this giving Work at home PBC notice of its intent to terminate.

3. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that Contractor is and shall be an independent contractor and not an employee but an agent. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between Work at home PBC and Contractor or between Contractor and any of Work at home PBC's clients, customers, or partners.

a. Contractor has the right to be employed by, contract with or otherwise perform services for other individuals or entities (specifically including any Work at home PBC competitors or other call center providers) during the term of this Agreement. In doing so, Contractor shall not make use of, or disclose, directly or indirectly, any confidential or proprietary information with which it may become familiar with or aware of by virtue of contracting with Work at home PBC. Contractor has the right to control the manner in which the Services required by this Agreement will be performed, subject only to legal requirements and client-mandated specifications and standards.

b. Contractor shall solely control its own schedule. Contractor is free to devote as much or as little of its time performing Services as Contractor determines to be in its best interest.

c. Contractor shall perform the services required by this Agreement from its office, or other remote location as the

Contractor shall deem appropriate, provided that Contractor is required to accurately inform Work at home PBC of its business address and such location must be in the United States. Contractor further agrees to promptly notify WAHPBC of any changes of its business address.

d. Contractor will furnish and maintain all equipment and materials used to provide the services required by this Agreement, including but not limited to a designated touch-tone telephone line and telephone equipment, computer equipment, broadband internet access and certain software and hardware as required by WAHPBC to be compatible with its Virtual Call Center Platform. Contractor agrees to secure its computer with WAHPBC approved anti-virus protection software as specified by WAHPBC.

e. Contractor may hire or pay any assistants to perform services required by this Agreement, provided, however, that if such assistant will be providing the Services on the WAHPBC Call Center Platform, for security purposes, any such assistant must be certified by WAHPBC as a VSR.

f. Once certified as a VSR, Contractor will not be required to participate in any training related to the professional skills necessary to perform the Services required by this Agreement. Contractor may be required to become certified on certain programs before providing Services thereon, however, the decision to obtain additional certifications is solely left to Contractor's discretion. WAHPBC shall communicate its client standards and specifications to the Contractor and be available to answer Contractor's questions. In addition, Contractor, at its sole discretion, may choose to participate in optional development opportunities provided by WAHPBC or its Clients. Contractor is not required to participate in any conference calls, team meetings, or other development opportunities once certified as a VSR.

g. Contractor shall not be required to devote fulltime to the performance of the services required by this Agreement and instead may devote as much or as little time as it so chooses.

h. WAHPBC shall not provide any insurance coverage or benefit programs of any kind for Contractor. Contractor is required to provide all of its own insurances, including unemployment compensation, workers compensation and other such insurances as Contractor deems necessary to the operation of its business. WAHPBC may require that Contractor provide proof of workers compensation and unemployment insurance or bonding coverage.

i. WAHPBC shall not withhold from Contractor's compensation any amount that would normally be withheld from an employee's pay.

j. Upon execution of this contract, Contractor shall provide a completed W-9 OR 1099, if required by the client

k. Contractor is solely responsible for all expenses that it incurs in the performance of work pursuant to this Agreement, including but not limited to costs of purchasing and maintaining a computer and any software or hardware associated with it, broadband costs, telephony costs, software, headsets and other hardware, and expenses connected with the furnishing and maintenance of any office areas. Contractor is solely responsible for the costs associated with the operation of its independent business, including the costs of incorporation, licenses, marketing, insurance and other business expenses.

Contractor is also responsible for maintaining their own books dedicated to tracking their expenses and earnings.



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l. If a contract is terminated for breach of contract, the Contractor will be ineligible to re-contract with WAHPBC in the future. In addition, Contractor's submission of any misleading, false or inaccurate information in the application process will be grounds for immediate termination of this Agreement.

4. CERTIFICATION AND RECORDING

a. As a prerequisite to performing any services under this Agreement, Contractor must become certified as a VSR. In addition, Contractor may be required to become certified on certain programs before providing Services thereon, however, all such additional certifications are entirely discretionary and are undertaken solely for Contractor's benefit.

b. Contractor agrees and consents to allow WAHPBC to monitor and record all calls that Contractor accepts or makes as an independent contractor for WAHPBC to ensure regulatory compliance and compliance with the contracts between WAHPBC and its clients.

c. Contractor agrees and consents to allow WAHPBC to gather, maintain, and use for its benefit statistics, analytics, and information from Contractor's call volume, detail and performance. WAHPBC may use all data generated by calls to operate, improve or test its services, systems, and technology.

5. SERVICE LEVEL REQUIREMENT

WAHPBC is engaging Contractor to provide a professional level of teleservices to the customers of WAHPBC. In performing the Services, Contractor agrees to:

a. Provide the Services in compliance with all applicable laws, rules and regulations.

b. Comply with all contract specifications attached in the Statement of Work to this Agreement. These specifications are in place to protect the interests of the customers and clients of WAHPBC and to insure Contractor's compliance with applicable laws and regulations. The Parties may agree to change these specifications from time to time based on customer needs and related issues. Should that need arise, a contract addendum will be executed.

c. Perform the Services in a professional manner consistent with industry standards and as described in the applicable Statement of Work.

6. COMPENSATION

WAHPBC will pay Contractor according to the agreed upon rate as specified by each program for which Contractor chooses to become certified. In order to receive payment, Contractor must invoice WAHPBC within 120 (one hundred twenty) days of providing such service for all amounts due. Invoices will be paid by the Company not less than twice per month. Invoices will be paid by WAHPBC within thirty (30) days of receipt thereof, unless there is a discrepancy between the invoice and WAHPBC records.

7. EXPENSES

LiveOps shall not be obligated to reimburse Contractor for expenses incurred while engaged in the performance of services under this Agreement. Contractor shall be responsible for all such expenses, including but not limited to the cost of office space, computers, telephones, high speed internet access, telephone access fees, headsets, training, business operations, equipment and materials.

8. CONFIDENTIALITY AND CONSUMER INFORMATION

Contractor agrees to maintain all information, written or otherwise, concerning or relating in any way to the Services under this Agreement and WAHPBC policies, practices, and business, including but not limited to WAHPBC clients, customers, and partners, in the strictest confidence. WAHPBC is committed to a policy of providing every safeguard possible to protect the privacy of confidential, privileged and proprietary information pertaining to WAHPBC's business and operations, and the business and operations of its clients and callers. "Confidential, privileged and proprietary Information" shall include, but not be limited to, paperwork, documents, files, computer software and disks, or any other information regarding the WAHPBC methods and procedures, financial information, accounting systems, customers, clients, partners, and all Consumer Information. Contractor shall not use or disclose to any third party any such Information unless under a court order or government agency demand and only after providing WAHPBC notice of such demand or order. Contractor agrees that this provision shall survive the termination of this Agreement for any reason for a period of 5 years. "Consumer Information" means any non-public personally identifiable information, as defined by law that Contractor may be in contact with in the course of providing Services hereunder. Consumer Information includes an individual's identifiable financial or health information including, but not limited to, name, address, phone number, credit card number, medical history, health status, drivers license number, and social security number. Contractor agrees not to disclose, use or maintain in Contractor's possession any Consumer Information. Contractor agrees to limit access to Consumer Information to Contractor and no other persons or third parties. Contractor agrees to notify WAHPBC immediately if Contractor becomes aware of or has any information regarding misuse or disclosure of Consumer Information. WAHPBC may criminally prosecute Contractor for any violation of this paragraph that is in violation of any applicable law.

9. INDEMNIFICATION

Contractor hereby covenants and agrees to hold harmless, indemnify and defend WAHPBC, its officers, directors, employees and agents, from and against any and all claims, losses, damages, and liability, of whatsoever kind or nature, whether to persons, including death, or property, and costs, including but not limited to attorneys fees and costs of defense, arising out of or in any way connected with (a) any activity performed under this Agreement or (b) any breach of this Agreement.

10. LIMITS AND LIABILITY

WAHPBC shall not be liable for any direct or indirect losses, damages, injuries, expenses, or harm occasioned by or arising from, directly or indirectly any acts of Contractor. Contractor agrees that WAHPBC shall not be liable, directly or indirectly, for any of Contractor's losses, damages, expenses, injury, harm, claims, and costs, regardless of origin, and however caused.

11. STATE AND FEDERAL TAXES

Contractor agrees to be fully responsible for complying with all federal, state, and local laws in connection with the performance of this Agreement, including, but not limited to, payment of any estimated or other federal, state, or local income taxes, and payment of applicable charges for social security, FICA, and workers' compensation.

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WAHPBC shall not be responsible for payment or withholding of any such items in connection with services rendered by the Contractor under this Agreement. Contractor agrees to indemnify and hold WAHPBC harmless for any assessments against WAHPBC because of any failure by the Contractor to properly pay federal, state, or local taxes (including estimated tax payments) and file returns in connection therewith, or to pay social security, FICA, or workers' compensation.

12. ASSIGNS

Contractor may not delegate, assign or transfer its duties or interest in this Agreement without the written consent of WAHPBC.

13. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, assigns, agents and representatives.

14. VOLUNTARY AGREEMENT

WAHPBC and the Contractor represent and agree that each has reviewed all aspects of this Agreement, has carefully read and fully understands all provisions of this Agreement, and is voluntarily entering into this Agreement. Each party represents and agrees that it has had the opportunity to review any and all aspects of this Agreement with the legal, tax or other advisor or advisors of such party's choice before executing this Agreement.

15. ARBITRATION

Arbitration. Any dispute that arises out of or is related to either this Agreement or applicable Contract Specifications, Contractor's services for WAHPBC, or the termination of this Agreement, specifically including any claims related to payments due and the classification of Contractor as a Contractor, that cannot be resolved by the Parties, shall be submitted to final and binding arbitration. Contractor hereby waives its right to take part in any class or collective action. **All claims covered by this arbitration agreement will be pursued in an individual claimant proceeding and not as part of a representative, collective, or class action.** This Agreement does not prevent the filing of charges with a government agency like the Department of Labor or participation in any investigation or proceeding conducted by a government agency. However, Contractor agrees not to pursue or accept any legal remedies from WAHPBC through any procedure or forum other than the arbitration provided for in this Agreement. This Agreement will be controlled by the Federal Arbitration Act (FAA) and enforced pursuant to the FAA, except that state law may be applied where necessary to make this Agreement enforceable if the FAA does not apply. The arbitration will be conducted by a mutually agreeable arbitration service or the American Arbitration Association (AAA) if no other service is agreed upon. The arbitrator shall be selected from a list of no less than seven names through alternative strikes. No arbitrator will have authority to apply a cause of action or remedy that could not otherwise be applied by a court of law. Upon motion of either Party the arbitrator(s) shall dismiss any claim that would be subject to dismissal under the federal summary judgment standard for that claim. Either Party may bring an action in a court of competent jurisdiction to compel arbitration under this Agreement, to enforce an arbitration award, or to vacate an arbitration award. In an action to vacate an award, the standard of review applied will be the same as that applied by an appellate

court reviewing the decision of a trial court sitting without a jury, without any special deference to the arbitrator. In all other respects, the arbitration procedure will be conducted in accordance with the AAA's employment dispute resolution rules or other mutually agreeable, arbitration service rules. **Contractor and WAHPBC expressly waive trial by jury for all claims covered by this Agreement.** All other rights, remedies, exhaustion requirements, statutes of limitation and defenses applicable to claims asserted in a court of law will apply in the arbitration.

16. ADDITIONAL REQUIREMENTS

As a prerequisite to performing any services under this Agreement, Contractor agrees to complete all forms necessary to allow WAHPBC to conduct a background investigation and credit investigation of Contractor. The cost of the background check will be paid by the Contractor. No services shall be performed under this Agreement until the background and credit checks are completed and the results of the investigation are satisfactory to WAHPBC.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of PA, without reference to its conflict of laws provisions.

18. ENTIRE AGREEMENT

The accompanying Statement of Work is hereby fully incorporated by reference into, and is part of, this Agreement. This Agreement is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter. Any modifications to this Agreement must be in writing and signed by both parties.

19. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will, nevertheless, continue in effect without being impaired or invalidated in any way. This Section, Sections 6 - 13, and Sections 15 - 18, and all Statements of Work, shall survive termination of this Agreement.

By: Contractor

WAHPBC Inc .

By: Katrina Jefferson

Title: Vice President, Community Operations
(Chair Person)



Work At Home PBC Inc .

STATEMENT OF WORK

WAHPBC STATEMENT OF WORK

This is a Statement of Work (“Statement of Work” or “SOW”) to the WAHPBC Independent Contractor Agreement, and is a part of that Agreement. This Statement of Work defines the Services to be provided by Contractor hereunder pursuant to the terms and conditions of this SOW and the Independent Contractor Agreement (Agreement) between WAHPBC, INC. (“WAHPBC”) and Contractor. This SOW is effective as of the date of execution of the Independent Contractor Agreement.

Scope of Services:

WAHPBC wishes to engage Contractor to provide teleservices to WAHPBC Clients. WAHPBC wishes to engage Contractor to provide Services as described herein on the following terms:

1. Program Metrics: In an effort to provide consistent high level program results for WAHPBC’ Clients, and to ensure that WAHPBC can meet its contractual obligations to its Clients, Contractor must maintain, on each program for which Contractor has certified, the results set out in the “Program Metrics,” defined in this Statement of Work .
 - a. Program Metrics shall be posted on the Program Metrics Dashboard and may be changed from time to time by WAHPBC at its sole discretion.
 - b. Contractor is solely responsible for ensuring that it is meeting the currently posted Program Metrics at all times.
 - c. If Contractor fails to maintain Program Metrics above the minimum levels, Contractor will be deemed to be in material breach of its Independent Contractor Agreement and WAHPBC may, in its sole discretion, terminate this Agreement or reduce the amount of work made available to Contractor.
2. Payment:
 - a. Fees : As posted
 - b. Bonus/ Commission As posted
 - c. Contractor will be eligible for such other bonuses or incentives as offered by WAHPBC per the published standards and metrics required for eligibility.
3. Additional Terms of Professional Conduct:
 - a. Overview
 WAHPBC has engaged your remote business as an Independent Contractor to provide a high level of live operator services to WAHPBC’ Clients. (“Clients” will be used throughout these contract specifications to reference companies who contract with WAHPBC to provide teleservices for their products or services.) Each WAHPBC Agent selected to enter into this contractual agreement has represented to WAHPBC that they have the expertise to provide teleservices in an effective and professional manner. This means providing a high level of service by composing themselves in a professional manner, complying with all applicable laws and generally being sensitive to the interests of WAHPBC’ callers. (“Callers” will be used throughout this document to reference those who call to place an order or make an inquiry about a product or service.) Due to the standards demanded by WAHPBC’ Clients, WAHPBC chooses to do business only with those Agents that have demonstrated that they possess specialized or developed skill sets. However, situations may occur where a WAHPBC teleservices Agents does not demonstrate the continued possession of these necessary skills, which is a breach of the Independent Contractor’s Agreement.
 - b. Contract Specifications

The purpose of the Contract Specifications is to provide guidance as to what actions by Agents fall outside of contract requirements. The lists are categorized into two levels of contract violation. WAHPBC reserves the right to take actions against any Agent in accordance with applicable law and the Independent Contractor’s Agreement. Each Agent is responsible for its actions at all times.



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Following is the List of Actions deemed to be a breach of the Independent Contractor's Agreement:

- i. **LEVEL 1 - Material Breach of the Independent Contractor Agreement resulting in the immediate termination of the Contractor Agreement:**
 1. Taking calls while intoxicated or obviously impaired
 2. Using profanity
 3. Attempting to "cheat" WAHPBC (e.g., willfully and repeatedly inaccurately dispositioning calls, selectively "picking" calls by hanging up on undesirable calls, etc.), providing any false, misleading or inaccurate information to WAHPBC regarding your business
 4. Slamming (Adding upsells or other sales against the caller's wishes or without the caller's express consent)
 5. Participating in any other activity which could be deemed fraudulent or illegal (e.g. writing down or stealing credit card numbers, making fraudulent claims to WAHPBC Business Partners, etc.)
 6. Logging in to provide services without fully accessing all of the applications and/or functions required to receive calls for the program you will be taking calls for
 7. Logging in when you have a known systems issue that is going to generate no webs, pauses, etc., to avoid missing a commit
 8. Inappropriately contacting a caller or Client
 9. Failure to maintain a secure work environment (e.g., sharing, misusing, or failing to prevent others, access to caller information, including a caller's Personal Health Information (PHI) regarding any past, present or future physical or mental health conditions of a caller, or a caller's other personal information such as his or her name, phone number, address, or credit card information), or providing services from a location that is not your designated home office location.
 10. Failure to report a suspected or actual security breach relating to any caller's personal data or PHI within your home business.
 11. Treating any WAHPBC employee, Client or WAHPBC Independent Contractor in an extremely confrontational, obnoxious or demeaning manner.
 12. Any other matters that are illegal, clearly unprofessional or in violation of the Independent Contractor's Agreement.
 13. Repeatedly undertaking the unacceptable actions set forth in Level 2 violations as described below.
 14. Violation of applicable CISP (Cardholder Information Security Program) rules and regulations. Copy and paste the link below into your browser window to view specific requirements:
http://usa.visa.com/business/accepting_visa/ops_risk_management/cisp.html
- ii. **LEVEL 2 - Breaches. Contract violation that will not be deemed material for a single offense but which in tandem may rise to that level. Contractors will be notified of all Level 2 contract breaches as appropriate:**
 1. **Call Quality Breaches**
 - a. Being rude or uncaring to a caller (e.g., displaying anger or impatience, failing to "engage" the caller, not using a positive voice tone, etc.)
 - b. Using inappropriate or unprofessional language
 - c. Hanging up on a legitimate call
 - d. Failure to comply with FTC script regulations for Affinity Offers (3rd party upsells)
 - e. Having excessive controllable background noise on call – dog barking, children talking, TV playing, Agent eating, another phone ringing, etc.
 - f. Failure to answer out coming or incoming calls in a timely manner
 - g. Excessive pauses caused by telephone problems with a phone company or by not answering the phone when it rings.
 - h. Failure to properly and accurately disposition calls, including "no webs" (incomplete calls) in excess of 3% through no fault of WAHPBC.
 2. **Not maintaining proper work equipment including:**
 - a. Failing to maintain the required equipment to take calls for the programs you are certified for (including but not limited to a dedicated phone line)
 - b. Using an unauthorized phone service (VoIP, any service other than that provided by your local phone company; service cannot be carried on a digital signal)
 - c. Failing to timely and accurately update your business information in call center or your W-9 OR 1099 if required
 - d. Having telephone "interruptive" features active on the dedicated line (i.e. call waiting, voicemail, etc.)
 - e. Using an unauthorized internet service connection (non-broadband, dial-up, etc.)
 - f. Not maintaining the required system tools to help ensure the security of your Home Business (e.g., virus scan, spyware, etc.). These requirements can be found by clicking on the Resources Tab in Call Center and going to System Requirements.



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3. Any action which causes WAHPBC ' Client to request the Agent's removal from the pool of Agents identified to take the calls (Please note that if a Client of WAHPBC requests that a particular Agent should no longer take calls on behalf of that Client, WAHPBC will adhere to such request.)

4. Use of technology or features, not approved by W A H P B C that place a substantial bandwidth load on WAHPBC systems

Before WAHPBC undertakes any action for breach of these Contract Specifications, WAHPBC will review the matter. In some cases where the matter being reviewed concerns possible fraudulent or illegal activity, the Agent's ability to provide services to WAHPBC may be temporarily suspended until the review is completed. If a permanent action is warranted by WAHPBC, WAHPBC will communicate to the Agent the reason for such action and the action taken. If an Agent does not believe that the Contract, including these Specifications, has been breached, it is encouraged to contact WAHPBC to discuss the matter further.

Signature: _____, 2013)



Signature: 
LARENO HARGROVE (Feb 17, 2013)

Email: workathomepbc@mail.com