

## ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR AGREEMENT



This agreement entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between

**Work At Home PBC Inc.**, “Principal” and \_\_\_\_\_ “Sales Representative”.

**WHERE AS**, it is the intention of Associate and Principal to enter into a business relationship whereby Associate shall become an independent contractor for the purpose of soliciting, receiving and transmitting proposals for sales of Principal’s Advertising Products, which Associate is authorized to solicit.

**WHEREAS**, it is the intention of Associate and Principal to enter into this contract so that the terms and conditions of the business relationship are more specifically set forth.

**NOW THEREFORE**, in consideration of the mutual promises herein, both parties intending to be legally bound it is mutually agreed by and between the parties as follows:

**1) INDEPENDENT CONTRACTOR** - Principal and Associate agree that Associate will be an independent contractor. Associate agrees to devote his best efforts to the business of Principal.

**2) COMPENSATION** - Representative/Associate shall receive as compensation for his/her services, a commission of charged for Personal Sales.Commissions have a one week waiting period from original start date and are paid weekly or Bi/weekly there after,Upon all payments being received from the client/customer.

### **3) ASSOCIATE’S OBLIGATIONS**

a) Associate shall pay his or her own expenses and will work out of his or her own home or business.

b) Associate understands and agrees that all accounts and business developed and secured by Associate shall be retained by and become the property of the Principal and will at all times be subject to the provisions of Section 8 below.

c) Associate shall defend, indemnify and hold harmless Principal against any and all claims, liabilities, demands, losses, suits, penalties, fines, judgments and costs, including legal costs and expenses and reasonable attorney’s fees, allegedly arising directly or indirectly from Associates actions and/or any willful or negligent act or omission (including the failure to follow Principal’s instructions) done or suffered by Associate.

d) Associate shall not use or display the name “Work At Home Pastor Bless Club Inc.”, “WAHPBC INC”, “Electronic or any signs, symbols, marks, slogans or logo types associated with the name “Veteransmemorialnews.com” or military rewards program except in the manner authorized in advance by Principal. At no time will Associate, either during the term of this Agreement or thereafter, claim any right to the name “Work At Home PBC”, or the use of such name or any variation thereof or any similar or related service mark or trade name, nor will it contest at any time, directly or indirectly, the ownership or validity thereof, or any present or future registration thereof. Associate shall cease all use and display of the “Work At Home PBC” name and any www.workathomepbc.net signs, symbols, marks,

slogans and logo types, and return all such materials immediately upon the termination of this agreement.

e) **Commission Charge-Back** Work At Home Pastor Bless Club Inc. shall have the absolute right to set forth cash discounts, to make such allowances and adjustments to accept such returns from its customers, and to write off as bad debts such overdue customer accounts as it deems advisable. In each such case Work At Home Pastor Bless Club Inc shall charge back to Associate account any amounts previously paid or credited to it with respect to such cash discounts, allowances, adjustments, return or bad debts. However, the Company agrees that the amount of any cash discount provided to a customer and charged back to Representative shall not exceed 40 % of the sales deducted from upcoming pay period proof of charged back sale will be provided to associate prior to any reduction on sales commissions .

#### **5) AUTHORITY OF ASSOCIATE**

a) Associate is granted authority to receive and transmit proposals for orders of Principal's Internet services.

b) Associate is authorized to collect, receive orders for workathomepbc.net services tendered by Associate to and accepted by the Principal.

c) Except in the strict performance of the specific responsibilities expressly authorized by Principal pursuant to this agreement, Associate is not the express, implied, or apparent agent of Principal for any other purposes whatsoever. Under no circumstances shall Associate or Associate's employees or other persons performing work for Associate represent themselves as employees of Principal or give the express or implied appearance of any agency authority beyond that granted by this Agreement.

d) Associate shall have no express, implied, or apparent authority to create or assume in Principal's name any obligation, or to act or purport to act as Principal's agent except as provided in this Agreement.

e) This Agreement creates an independent contractor relationship only. No franchise rights, license or permits are granted to Associate to use the workathomepbc.net name or service marks of to otherwise benefit therefrom except as specifically provided in this Agreement. The parties to this Agreement intend that no statute or regulation, promulgated thereunder providing for protection of franchises and/or licenses shall be considered to be applicable to this Agreement. Notwithstanding the foregoing, however, if any statute and /or regulation shall be construed by any court or other governmental body of subdivision to be applicable to this Agreement, then and in such event, to the extent permitted by law, Associate waives any and all rights which he may have under said statute or regulation.

**6) CONDUCT OF BUSINESS** - Associate shall work out of his or her home or business and shall maintain his or her own staff (if any) at his or her own expense, and shall be responsible for all items deemed necessary for the performance of his or her duties. Associate shall also set his or her own work schedule.

**7) ADVERTISING** - Any advertising on behalf of Principal shall be conducted at the sole discretion of Principal.

**8) TERM** - This Agreement shall begin on \_\_\_\_\_ 2022 \_\_\_\_\_, and shall continue until terminated as indicated below:

a) This agreement may be terminated by Principal or Associate at will, without reason or explanation, by giving Associate written notice within fifteen (15) days. Principal shall not be under any obligation to give an explanation or reason for termination except to provide written notification of termination under this subparagraph.

- b) Should this Agreement become terminated for any reason, Associate shall be entitled to commission on any final sales of Principal's services. Final sales shall be defined as all services directly resulting from Associate's work product which have not yet been compensated.
- c) This Agreement may be renewed annually by mutual consent of both parties with thirty (30) days written notice.

**9) COLLECTION OF PREMIUMS** - Associate shall make reasonable efforts for the collection of monies on all veteransmemorals.com services sold by Associate at time of sign-up.

**10) CONFIDENTIALITY** - The Associate will hold in a fiduciary capacity for the benefit of the Principal and its designees, all secret, confidential or proprietary information, knowledge and data involving the Principal and any of its subsidiaries or related business enterprises obtained by the Associate during the period of this agreement. Associate will not, during his retention under this agreement or after the termination of this agreement, communicate or divulge any such information, knowledge or data to any person, firms, partnerships or corporations designated by the Principal. This confidentiality and nondisclosure obligation shall include, but not be limited to, the identity, address and telephone numbers of persons who have purchased merchandise through the Principal, whether or not solicited or obtained by Associate, and identified business prospects.

In the event of a breach or threatened breach by the Associate of any provision of this agreement, the Associate acknowledges that the Principal shall be entitled to an injunction restraining the Associate from disclosing, in whole or in part, whether directly or indirectly, the Principal's confidential and proprietary information.

**11) Non-compete. Associate warrants to Work At Home PBC, Inc. that it does not currently represent or promote any products that compete with the products. Associate shall not contact or use Work At Home PBC Inc.**

**During the term of this Agreement and for 24 months thereafter ("Restriction Period"), Associate shall not represent, promote or otherwise try to sell within the territory any lines or products that, in Work At Home PBC. judgment, compete with the services covered by this Agreement. Associate shall provide Work At Home PBC. with a list of the companies and products that it currently represents and shall notify Company in writing of any new companies and products at such time as its promotion of those new companies and products commence.**

**12) CHOICE OF LAW** - This Agreement shall be governed in accordance with the laws of the State of OHIO.

**13) OTHER AGREEMENTS** - This Agreement supersedes all previous agreements, oral or written, between the parties and any modification of the agreement shall be in writing and executed by the parties. This is a personal services contract and Associate may not assign any rights or delegate any duties of his under this agreement. In witness whereof, the parties have executed this agreement the day and year written above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement caused the same to be executed by their authorized representatives the day and year first above written.

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**(Signature of Agent/Sales Rep)**

Lorenzo Hargrove  
**(Print Name)**

Manager And C.E.O  
**(Official Title)**

\_267-262-6079\_  
**(Phone)**

Date: \_\_\_\_\_

\_\_\_\_\_  
**(Print Name or Agent/Sales Rep )**

Sales Representative  
**(Official Title)**

\_\_\_\_\_  
**(Phone)**

Signature of Agent/Rep: \_\_\_\_\_