

Work At Home Vintage Experts LLC

CLIENT SERVICE AGREEMENT

This service agreement (the "Agreement") is made and entered into this _____ day of _____, _____ (the "Effective Date") by and between _____ (the "Client") with a principal place of business at _____ and Work At Home Vintage Experts LLC (the "Company") with a principal place of business at 75 East End Ave, New York, NY 10028. The Client and the Company are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Company provides remote contract insurance staffing utilizing insurance professionals that work from their homes as independent contractors of Company (hereinafter "wahves"); and

WHEREAS, the Client wishes to utilize the Company to perform certain of its operational functions (the "Services").

AGREEMENT

Now, therefore, in consideration of the mutual promises and conditions set forth herein, the Parties hereto intending to be legally bound, agree as follows:

1. Services

1.1. Request for Services. The Company shall provide the Services set forth in a Job Request Confirmation ("Job Request Confirmation") which shall be executed by the Parties and submitted to the Company. Upon receipt by the Company, each such Job Request Confirmation shall be incorporated herein by reference as Exhibit A. Each Job Request Confirmation may be amended from time to time by mutual written agreement of the Parties. Client may request the services of additional wahves or additional projects by submitting a new Job Request Confirmation. Each additional Job Request Confirmation shall be binding upon execution by both Parties.

1.2. Availability of Wahves. Except as otherwise set forth herein, wahves will be generally available in accordance with Exhibit B. Company may revise Exhibit B from time to time and will advise Client in writing of any changes to Exhibit B or the availability of a particular wahve.

1.3. Standard of Services. The standard of care applicable to the rendering of the Services by the Company will be the degree of skill and care customarily employed by comparable service providers in rendering comparable services.

1.4. Non-Exclusive Engagement. The Services are provided on a non-exclusive basis. Except as may otherwise be set forth in a Job Request Confirmation, and there is a three month minimum engagement requirement.

1.5. Ownership of Work Product. All written reports and work product produced by Company in providing the Services (the "Work Product") shall be owned by Client, and at Client's request or upon the expiration or termination of this Agreement for any reason, Company will promptly turn over such Work Product to Client.

1.6. Engagement Confirmation. The wahve selected to fulfill a job order and the hourly agreed upon rate are confirmed in the WAHVE Engagement Confirmation ("Engagement Confirmation") executed by both parties and incorporated herein by reference as Exhibit C. For each additional wahve hired, the Engagement Confirmation referencing the Job Order Confirmation shall be executed by both parties.

1.7. Replacement of Wahve. Client reserves the right to request a replacement of the wahve assigned under the Engagement Confirmation and referenced Job Request Confirmation upon reasonable cause, which may include, but is not limited to, lack of subject matter experience or knowledge, non-responsiveness, or actions that negatively affect Client's relationship with franchisees or other third parties.

2. Term and Renewal

2.1. Term. Subject to the termination rights of the Parties set forth herein, the initial term of this Agreement shall commence on the Effective Date and shall continue for one (1) year (the "Initial Term").

2.2. Renewal. After the Initial Term, this Agreement shall automatically renew for additional one (1) year renewal terms (a "Renewal Term") unless terminated pursuant to Section 4 below. The Initial Term and any Renewal Term are referred to collectively as the "Term" of the Agreement.

3. Fees & Payment Terms

3.1. Invoices. The Company shall invoice the Client on a bi-weekly basis for the Services provided by wahves for the preceding two-week period. Invoices shall include details that support the charges for the Services, and Company agrees to provide Client with such additional detail to support the charges for the services as Client may reasonably request.

3.2. Payment. The Client shall pay the Company all amounts due on any invoice upon receipt. Any invoice not paid when within fifteen (15) days, at the election of the Company, bears interest on the overdue amount at the rate of one (1) percent per month. In the event the Company is required to pursue legal action to collect any outstanding invoice, then in addition to any other remedies provided for herein, the Company shall be entitled to its reasonable attorneys' fees and costs of suit. The parties agree to cooperate and promptly resolve any billing disputes that may arise.

3.3. Inclusion of Taxes. The fees specified in the Engagement Confirmation are inclusive of all federal, state, and local employment taxes, if any, related to the wahves.

3.4. Change in Fees. The Parties agree that the fees will be reviewed in good faith upon the renewal of, or change to, any Job Request and Engagement Confirmation, provided that any fee increase shall be subject to mutual agreement of the parties. Notwithstanding the aforesaid, no change in fees shall be effective until agreed to in writing by the Parties.

3.5. Fees are Confidential. Client agrees and acknowledges that the hourly rates paid by Company to wahves are confidential information, and will not be disclosed to Client. Client agrees that it will not request that any wahve disclose its compensation, and acknowledges that any such request shall be deemed a material breach of this Agreement. Client further agrees and acknowledges that the rates and fees paid by Client to Company are confidential information, and shall not be disclosed by Client to wahves under any circumstances and that any such disclosure shall be deemed a material breach of this Agreement.

3.6. Minimum Commitment. Client agrees that the minimum number of hours of Services that may be requested for any particular engagement under this Agreement is an average of twenty (20) hours per wahve per week, as determined on a monthly basis (the "Minimum Commitment"). By way of example, if Client utilizes a wahve for 15 hours in the first week of a month, 25 hours in the second week and 20 hours in each of the other two weeks, then the Minimum Commitment shall be deemed satisfied. Client acknowledges that if Client fails to utilize any wahve for the Minimum Commitment in any given month, Client shall nevertheless be invoiced for and be obligated to pay the full Minimum Commitment and shall not be entitled to any credits.

4. Termination

4.1. Termination for Convenience. Either Party may terminate this Agreement or any Job Request Confirmation by giving thirty (30) days written notice to the other Party. In the event a Party elects to terminate this Agreement, any Job Request Confirmation(s) and associated Engagement Confirmation(s) outstanding at the time of expiration or termination of this Agreement shall continue to be governed by this Agreement as if it has not been terminated until the completion of the Services thereunder, unless the terminating Party gives notice that the Job Request Confirmation(s) and associated Engagement Confirmation(s) are terminated as well. In the event a Party elects to terminate a Job Request Confirmation, the termination of any specific Job Request shall not terminate this Agreement or any other outstanding Job Request Confirmation, all of which will remain in effect until the completion of the Services thereunder or termination by a Party as permitted herein.

4.2. Termination for Cause. This Agreement may be terminated for cause as follows:

4.2.1. By either Party upon written notice to the other Party at any time after the other Party fails to observe the obligations, duties and conditions to be performed by it under this Agreement, if that failure continues uncured for fifteen (15) days after such written notice thereof.

4.2.2. By either Party immediately by written notice if the other Party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

4.2.3. By the Company immediately upon written notice to the Client at any time after the Client fails to pay the fees due pursuant to Section 3 above and such failure remains uncured for fifteen (15) days after the due date for such payment.

4.3. Continuing Obligations. The expiration of the Term or termination of this Agreement shall not relieve the Client from its obligation to pay any amounts due to the Company for Services actually rendered prior to the expiration or termination of this Agreement.

5. Company Responsibilities

5.1. Company Responsibilities. The Company shall be responsible for providing the following to the Client in a reasonable and timely manner:

5.1.1. a WAHVE relationship manager to supervise the provision of Services;

5.1.2. wahve(s) with high-speed internet connectivity and computer equipment and software needed for remote access to Client systems and applications;

5.1.3. user support for wahves;

5.1.4. quality control for provision of Services;

6. Client Responsibilities

6.1. Client Responsibilities. The Client shall be responsible for providing the following to the Company and the wahves in a reasonable and timely manner:

6.1.1. a department and/or project manager to assist with adherence to project schedules for the Services and managing issues and risks that arise;

6.1.2. an information technology coordinator to assist with technical issues related to providing the Services;

6.1.3. necessary training for wahves in the Client's management system and workflow required to perform the Services;

6.1.4. arrangements and payment for the procurement, installation, maintenance and operation at the Client site of all hardware, software, telecommunications, utilities and other equipment necessary to perform the Services;

6.1.5. current user/Client access licenses required for all software to be used by wahves to provide the Services;

6.1.6. remote access to the Client's Virtual Private Network (VPN) or web-based program connection for all wahves, user ID and password to the Client's management system and applications and necessary follow-up assistance to insure that the VPN is working correctly on the wahves' desktop;

6.2. Condition Precedent to Services. The Client understands that the wahve's performance of the Services depends upon the Client fulfilling its responsibilities hereunder in a timely and sufficient manner. The Client's failure to perform its responsibilities as set forth in this Agreement may negatively impact the schedule and increase the fees for the Services.

7. Warranties

7.1. Mutual Representations. Each Party represents and warrants to the other Party that: (i) it has the full right, power and authority to enter into this Agreement and to perform the acts required of it thereunder; (ii) as of the Effective Date, there is no outstanding contract, commitment or agreement to which it is a party that conflicts with this Agreement; (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; and (iv) it shall at all times perform its obligations under this Agreement in compliance with all applicable laws, rules and regulations and the terms of any third party agreement to which it is subject.

7.2. Company Representations.

7.2.1. The Company represents that it has the right to offer the Services and shall perform the Services in a competent manner using reasonable care and, otherwise, in accordance with the standards for Company's industry.

7.3. Client Representations.

7.3.1. The Client represents it is procuring the Services solely for its internal use and will not resell or allow any third party to use the Services or any information relating thereto.

7.3.2. The Client represents it has all requisite rights and licenses to enable the Company to utilize or access the Client's computer software and documentation necessary to perform the Services.

7.4. Limitation of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED TO THE CLIENT "AS IS" AND THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE COMPANY DOES NOT WARRANT THAT THE PROVISION OF THE SERVICES WILL BE COMPLETELY ERROR-FREE OR UNINTERRUPTED. THE COMPANY SHALL NOT BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY UNAVAILABILITY OR INOPERABILITY OF TELECOMMUNICATIONS SYSTEMS OR THE INTERNET, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF THE COMPANY.

7.5. Insurance. The Company shall maintain E& O insurance throughout the duration of this agreement and shall provide a copy of the Certificate of Insurance upon request.

8. Confidentiality of Information

8.1. Definition. "Confidential Information" means all information disclosed by either Party (the "Disclosing Party") under this Agreement that should reasonably be understood by the other Party (the "Receiving Party"), because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the Disclosing Party, including without limitation information relating to the Disclosing Party's business, business plans, proposals, forecasts, financial data, client and prospect lists and information, personnel data, billing rates and fees, contract information, properties, methods of operation, software (including, without limitation, source code, specifications, data, works-in-process, alpha and beta versions, design documents and documentation), trade secrets, inventions, discoveries, know-how, and other intellectual property. "Confidential Information" includes this Agreement and the terms and conditions contained herein. Confidential Information may be disclosed in written or other tangible form (including as recorded on magnetic, optical or other storage media) or by electronic, oral, visual or other means.

8.2. Limited Disclosure. The Receiving Party shall use commercially reasonable efforts to protect against the disclosure of Confidential Information to third parties, which said efforts shall be at least as stringent as those used by the Receiving Party to protect its Confidential Information. The Receiving Party shall use the Disclosing Party's Confidential Information only for the purposes of fulfilling the terms of this Agreement and only during the Term. A Receiving Party shall be responsible for any breach of this Section 8 by any of its affiliates, shareholders, members, officers, agents and/or employees. The Company shall be responsible for any breach of this Section 8 by any wahve(s).

8.3. Limitation on Restrictions. The restrictions of this Agreement on the use and disclosure of Confidential Information shall not apply to information that the Receiving Party can prove: (a) was publicly known at the time of the Disclosing Party's communication thereof to the Receiving Party; (b) becomes publicly known through no action or fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof; (c) was in the Receiving Party's possession free of any obligation of confidence at the time of the Disclosing Party's communication thereof; (d) is developed by the Receiving Party independently of and without reference to any of the Disclosing Party's Confidential Information or other information that the Disclosing Party disclosed in confidence to any third party; (e) is rightfully obtained by the Receiving Party from third parties authorized to make such disclosure without restriction; or (f) is identified by the Disclosing Party in writing as no longer proprietary or confidential.

8.4. Required Disclosure. In the event that the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall promptly notify the Disclosing Party in writing prior to making any such disclosure in order to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required, will (if allowed by law) promptly provide the Disclosing Party with a copy of the information so furnished, and will exercise all reasonable efforts to obtain reliable assurances that the Receiving Party will accord it confidential treatment.

8.5. Rights in Disclosing Party. All Confidential Information, including information contained in computer software or stored in memory or on storage media, is and shall remain the sole and exclusive property of the Disclosing Party. All Confidential Information shall be returned to the Disclosing Party or destroyed promptly upon the Disclosing Party's written request at any time or upon the termination or expiration of this Agreement, and shall not thereafter be retained in any form by the Receiving Party, its affiliates, or by any employees or independent contractors of the Receiving Party or its affiliates.

8.6. Enforcement. Either Party shall be entitled to seek injunctive relief in the event of the actual or threatened breach of this Section, in addition to any other remedies such Party may have under this Agreement, as well as their reasonable attorney's fees and costs of suit.

8.7. Termination Obligations. Upon termination for any reason, or upon the request of the Disclosing Party, the Receiving Party shall return all Confidential Information to the Disclosing Party, except that a Receiving Party may retain a copy of Confidential Information of the Disclosing Party solely for the purpose of regulatory or other compliance matters, and in such case it will be used solely for that purpose.

9. Limitation of Liability

9.1. Limitation of Liability. EXCEPT WITH RESPECT TO THE COMPANY'S INDEMNITY OBLIGATIONS HEREUNDER, BREACH OF THE COMPANY'S NONDISCLOSURE OBLIGATIONS AND/OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COMPANY, THE MAXIMUM LIABILITY OF THE COMPANY, AND ITS OFFICERS, DIRECTORS, PRINCIPALS, AND SUB-CONTRACTORS, TO THE CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND THE CLIENT'S CUMULATIVE MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY THE CLIENT TO THE COMPANY PURSUANT TO THE INVOICE FOR THE SERVICES UNDER WHICH DAMAGES WERE SUSTAINED BY CLIENT. IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTOR, PRINCIPALS OR SUB-CONTRACTORS BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Non-Solicitation

10.1. Non-Solicitation and Non-Hire. During the Term, and for a period of one (1) year thereafter, neither Party will (i) solicit the employment of or employ, either directly or indirectly through a third party, any current or former employee of the other Party (including, in the case of the Company, any wahve or other individual rendering services to or on behalf of the Company), the identity of whom was made known to Client during the Term; or (ii) entice any employee of the other Party (including, in the case of the Company, any wahve or other individual rendering services to or on behalf of the Company) to terminate or alter its business or employment relationship with the Company, *except* in either case (i) or (ii) pursuant to a general public solicitation not specifically directed at such employee or individual. Each Party agrees that the remedy at law for any breach of the foregoing provisions of this paragraph shall be inadequate and that the non-breaching Party shall be entitled to: (i) payment by the breaching Party of the amount set forth in Section 10.2, as liquidated damages and not a penalty; or (ii) seek injunctive relief without proof of irreparable injury and without posting bond in the event of such breach, in addition to any other remedy such Party may have under this Agreement or at law or in equity.

10.2. Liquidated Damages. Notwithstanding the right of a Party to seek injunctive relief in the event of a breach by the other Party of Section 10.1, such non-breaching Party may instead require the breaching Party to pay the non-breaching Party an amount equal to thirty percent (30.0%) of the total compensation that would have been paid by Client to the Company for the eighteen (18) months period from the date of breach by the breaching Party of Section 10.1.

11. Hold Harmless/Indemnity

11.1. Mutual Indemnity. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any and all claims, causes of action, liabilities, judgments, losses, damages and expenses (including reasonable attorney's fees and costs of suit) arising out of: (i) a breach by a Party of Section 8; and (ii) any third party claim based upon: (a) breach by a Party of any of its representations, warranties or obligations (other than under Section 8) of this Agreement; (b) infringement of any third-party intellectual property rights arising out of the use by the Company, wahves, contractors or employees of the Company of any computer software to which the Company has been given access by the Client. The Party seeking indemnification shall provide prompt written notice of the claim and demand for indemnification to the other Party so as to permit the other Party to timely respond to the claim. Notwithstanding the foregoing, the failure of a Party to provide such prompt notice shall not affect the other Party's indemnification obligations under this Section unless such failure materially adversely affects the indemnifying Party's ability to defend such claim.

12. Miscellaneous

12.1. Independent Contractor. It is understood that at all times the relationship between the Company and the Client shall be that of an independent contractor. Nothing contained in this Agreement will be construed to create an employment, joint venture or principal and agent relationship.

12.2. Waiver. Any waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision hereof. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by a Party and such Party shall be free to reinstate any such term or condition, with or without notice to the other Party. Any waiver must be in writing signed by the Party to be charged.

12.3. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Client may not assign this Agreement or its rights hereunder to any party without the Company's prior written consent.

12.4. Notices. Any notice, including but not limited to consents or demands shall be in writing and signed by an authorized representative of the Party providing the same. All such notices shall be deemed to have been duly given when delivered by registered or certified mail, courier or overnight service or by hand to the address set forth in this Agreement or such other address as any Party shall have specified from time to time to the other Party in writing.

12.5. Governing Law/Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of New York. **The parties hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable**

law, any right that they may have to trial by jury of any claim or cause of action, or in any legal proceeding directly or indirectly based upon or arising out of this Agreement (whether based on contract, tort, or any other theory).

12.6. Publicity. Neither Party shall use the name of the other Party in advertising or in publicity releases without the prior consent of the other Party. However, the Company is hereby permitted to include the Client's name and address in a client list provided to prospective clients.

12.7. Force Majeure. Neither Party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to natural disasters such as acts of God, fire, flood, riot, war, terrorism, labor disputes, strikes, power failure, disruption of phone, internet, network or servers or any other causes beyond the reasonable control of the non-performing Party.

12.8. Arbitration. The Parties agree that any disputes they may have between them, shall be settled exclusively through final and binding arbitration in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

12.9. Merger/Consolidation. Nothing in this Agreement shall preclude the Company from consolidating or merging into or with, or transferring all or substantially all of its assets to another organization, which may include this Agreement and all obligations hereunder, without the Client's prior written consent.

12.10. Severance. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.11. Survival. The provisions of this Agreement, which by their nature are intended to survive the termination or expiration hereof, shall survive the termination or expiration of this Agreement.

12.12. Modification. This Agreement may not be modified, changed or discharged except in writing signed by both Parties' authorized representatives.

12.13. Headings. All headings in this Agreement are for convenience only and will not affect the meaning or interpretation of any provision hereof.

12.14. Entire Agreement/Amendment. This Agreement and Exhibits A, B and C contains the entire agreement between the Parties and shall supersede any prior agreements entered into by the Parties regarding the subject matter hereto. No change, addition, or amendment shall be made except by written agreement executed by the Parties.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS THEREOF, the Parties hereto have executed this Client Service Agreement, each acting under due and proper authority, as of the date first written above.

Work At Home Vintage Experts LLC
("Company")

By: _____

Name/Title: Sharon Emek, CEO

Date: _____

("Client")

By: _____

Name/Title: _____

Date: _____

SAMPLE

EXHIBIT A
JOB REQUEST CONFIRMATION

SAMPLE

EXHIBIT B

WORK CONDITIONS

1. Wahves will work an estimated number hours per week per the applicable Job Request Confirmation.
2. Workdays and hours will be set by the Client in consultation with the wahve(s).
3. If wahves work more or less than the estimated number of hours, only the actual hours worked will be charged on the applicable invoice, except that the Client shall be responsible for the Minimum Commitment as set forth in Section 3 of the Agreement and shall be invoiced accordingly.
4. If remote access to the Client's systems or applications is unavailable during normal workday hours for the wahve(s) because of any problem with the Client's systems, Internet services or other Client issues that are not caused by any act or omission of the wahve, then Client shall be required to pay for such time and it will be included in the hours reported for that period.

EXHIBIT C

FEEES AND WAHVE ENGAGEMENT CONFIRMATION

SET UP FEE

The Client will pay to the Company upon execution of this Agreement a one-time, non-refundable, set up fee of \$2,500.

FEE TO PERFORM SERVICES

The Client will pay to the Company the hourly rate set forth each Wahve Engagement Confirmation attached hereto.