Independent Sale Contractor Agreement

You are entered into a contract agreement with Global Dynamic Services (GDS) LLC and Its Partners. Whereas, GDS providing dynamic services to businesses as the following:

1. **Business Consultant:** Business research and analysis, Business plans, Marketing strategic and Advertisement services, Business management
2. **Online Business System:**
   (Custom Website Design, Social Network Integration: Google My Business Setup Includes; Google Plus, Maps, Places, Facebook Business Pages, Yelp Review, SEO Searching Engine, Sale E-Gift Online, Customer Communication System, Appointment Booking and much more…)
3. **Helping Business Marketing/Advertising:**
   (Online Advertising: facebook, website, youtube, google plus)
   (Mail Direct: Postcard and Money mail out)
4. **Credit Card Processing**
5. **Point of Sale(POS) System**
6. **Sale, Setup, and Service for ATM Machine**
7. **VIP/Loyalty and Gift Card System**
8. **Television Video Commercial (TVC)**
9. **Digital Signage**
10. **Custom Design and Print**(Brochures, Gift Cards, Business Cards, Posters, Banners, Booklets)
11. **Connect Owners and Nail Technicians thru Nailconnect.com and Nailconnect App**
12. **Business Loan and Cash Advance**

NOW, THEREFORE, in consideration of the mutual obligations and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree to the following:

1. It is the intention of the parties hereto that Contractor shall be an independent contractor with respect to GDS-Global Dynamic Services and its partners. Contractor shall not have, nor holds itself out as having, any authority to enter into any contract to create any obligation or liability on behalf of, or binding upon GDS and its partners. GDS and its partners may from time to time adopt specifications or procedures, which specifications and procedures shall identify the results to be accomplished and achieved by Contractor. In this regard, Contractor shall take all steps reasonably necessary to comply with such policies and procedures, but in doing so, Contractor shall control the methods, efforts, and means of accomplishing such results. Contractor shall be responsible for and shall pay all taxes, including, but not limited to, all applicable state and federal income, franchise, and social security taxes.

2. ***Contractor's Covenants and Representations***. GDS and its partners hereby designate Contractor to offer for sale the services pursuant to this Agreement and any attachment. More specifically, Contractor shall perform the following:

2.1. Market and sell the services in a professional manner

2.2. Quote only those fees for the Services provided for on the attachments or as pre-approved in writing by GDS and its partners. In addition, for itself or any third party, Contractor shall have no right to charge or bill, directly or indirectly, any Merchant for any reason, including without limitation, any fee or cost without the prior review, approval and written consent of GDS, which consent may be withheld for any or no reason.

2.3. Make only those representations and warranties regarding a Service as approved by GDS and its partners in writing. All other representations and warranties made are solely the responsibility of Contractor.

2.4. Contractor represents, acknowledges and agrees that it is not bound by and will not become bound by any written or oral contract, understanding or arrangement that may limit, prohibit or otherwise adversely affect Contractor's entering into this Agreement or performing any of its obligations hereunder.

2.5. Provide such other reasonable services which GDS and its partners deems desirable to promote and market the services.

3. ***Right Retained by Global Dynamic Services (GDS) LLC***. The GDS retains the right to encourage all Independent Contractor of GDS not to sign any contract agreement with its partners, other departments within its partners or similar industries. If Independent Contractor violated this right, GDS has the right to terminate Independent Contractor Agreement and withhold all merchant accounts under his/her contract.

4. ***Confidentiality***. Contractor shall treat as confidential all information concerning the business of GDS, its partners, and its affiliates, any Service or any Merchant that is learned during the course of performance hereunder. Such confidential information shall include, without limitation, any Trade Secrets (as hereinafter defined), agreements, policies and procedures, processes, programs, know-how, financial information, pricing models or information, Merchant names, customer lists, Merchant lists, personnel information, and computer and other technical data, and includes, but is not limited to: (1) the sales records, profit and performance reports, pricing manuals, sales manuals, training manuals, selling and pricing procedures and financing methods (2) strategic data, including marketing and development plans, forecasts and forecast assumptions and volumes, and future plans and potential strategies of GDS or its partners; and (3) customer data, including customer lists, names of customers and their representatives, data provided by or about prospective, existing or past customers, customer service materials, Contractor acknowledges and agrees that any confidential information and Trade Secrets have commercial value and are proprietary to GDS and its partners.

4.1. Subject to any obligation to comply with the Rules, or any subpoena or other legal process, regulations or procedures, to make information available to the parties entitled thereto, all of the terms and conditions of this Agreement, shall be kept confidential by Contractor.

4.2. Contractor agrees that it shall not disclose or use any "non-public personal information" (as defined by 12 CFR 40.3(n)(1)) which it has obtained, other than to carry out the purposes for which the information is disclosed, including use under an exception of 12 CFR 40.14 or 40.15 in the ordinary course of business to carry out those purposes.

4.3. Contractor agrees to maintain appropriate security measures to safeguard "non-public personal information," in accordance with the Information Security Regulations, as defined by 12 CFR 30, including but not limited to the following: (a) access controls on non-public personal information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing nonpublic personal information to unauthorized individuals who may seek to obtain this information through fraudulent means; (b) access restrictions at physical locations containing non-public personal information, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals; (c) encryption of electronic non-public personal information, including while in transit or in storage on networks or systems to which unauthorized individuals may have access; (d) procedures designed to ensure that non-public personal information system modifications are consistent with the information security measures; (e) dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to non-public personal information; (f) monitoring systems and procedures to detect actual and attempted attacks on or intrusions into non-public personal information systems

I_____ have read and understood all the terms and conditions of this contract agreement with the best of my knowledge.

Individual or Corporation

_____ Date _____

[signature]

Name (please print): _____ Title:_____

Social Security #: _____

Address: _____

_____

Phone: _____

Email: _____

GLOBAL DYNAMIC SERVICES L.L.C (GDS)

_____Date _____

Steven Nguyen

President and CEO

Amendment

Revenue and Residual Income Program

Level	Position Title	Account Required	Agent Residual Income
L3	**Team Manager**	100+	65%
L2	**Team Executive**	20+	60%
L1	**Account Executive**	1+	55%

***The Revenue and Residual Income Program above ONLY for active Sale Agent**
****In order to keep active Sale Agent, the Sale Agent must maintain 1 account per month or bring in one New Sale Agent to the team,**
***** if within 3-consecutive months the Sale Agent does not bring in any new account or New Sale Agent Referral, the Sale Agent status automatic drop to inactive and drop 10% on residual.**

Suggestion Minimum Pricing

For Interchange Pass Thru:

Volume Less Than < $15,000 INT+DFA + 0.30% and Trans = 0.10;
Volume More Than > $15,000 INT+DFA + 0.20% and Trans = 0.10

For Direct Tier:

Credit Card 1.59% with Transaction/Authorization Fee 0.16
Check Card 1.15% with Per Item Fee 0.06
Regulated Check Card 0.50% with Per Item Fee 0.06

All Mid-Qual set at 2.30% and All Non-Qual set at 2.60%

Otherwise, Sale Rep will not be paid $100.00 Bonus per each account

GDS-Global Dynamic Services Direct Deposit Form

I hereby authorize GDS-Global Dynamic Services LLC (hereinafter, "Company") to deposit any amounts owned me by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated. In the event that Company had deposited funds erroneously into my account, I authorize Company to debit my account for an amount not to exceed the original amount of the erroneous credit. This authorization is to remain in full force and effect until Company and Banks have received written notice from me of its termination in such time and in such manner as to afford Company and Banks reasonable opportunity to act on it.

First Name: _____ Last Name: _____ Middle: _____

Company Name (If applicable):_____

Federal ID Tax or Social Security Number: _____

Signature: _____ Date: ____/____/_____

Account Information:

Bank Name:_____ City/State:_____
Bank Routing Number: _____
Checking Account Number: _____

Attached Voided Check Below
Email to: info@viethelpgroup.com

FIRST AMERICAN PAYMENT SYSTEMS, L.P. — SALES REPRESENTATIVE REGISTRATION FORM

USE BLACK INK ONLY

OFFICE # ____/____/____/____/____/____ SALES REP #____/____/____/____/____/____/____ DOB: ____/____/____

SALES REP. NAME: LAST: _____ FIRST: _____ MIDDLE NAME: _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

OFFICE PHONE: _____ HOME PHONE: _____

OFFICE FAX: _____ MOBILE: _____

SSN: _____ EMAIL: _____

INCLUDE PHOTO OF DRIVER'S LICENSE

BANKCARD SALES EXPERIENCE: If you have ever been registered through any other credit card processor/sales organizations, please list below the names, applicable dates and current status (active, inactive, terminated, etc.):

SALES ORGANIZATION:	DATES:	STATUS:

ETHICS STATEMENT

As a sales professional under the registration of First American Payment Systems, L.P. you are required to maintain the highest ethical standards and professional conduct at all times. First American Payment Systems, L.P. recognizes the need to provide you with consistent guidelines to achieve this goal, therefore, the following Ethics Statement has been formulated. Signing this Ethics Statement is a condition of participation in the program and must be strictly adhered to at all times.

1. I will fully disclose to each prospective customer that I am representing First American Payment Systems, L.P. and will fully disclose to the customer the name and location of First American Payment Systems, L.P. as the provider of bankcard processing services.
2. I will maintain the highest standards of professionalism and will comply with the company policy at all times.
3. I will not broker any sales to any other party nor sell any products or services that are not offered by First American Payment Systems, L.P. without their written consent.
4. I understand and agree that all advertising and marketing materials must receive prior approval according to card plan, bank and company policy, and all business cards must be approved by First American Payment Systems, L.P.
5. I will adhere to simple truth and integrity and will not engage in any misleading or deceptive sales practices.
6. I will provide sound professional advice in all sales presentations and sales calls and will remain knowledgeable of industry services and specifically the services of First American Payment Systems, L.P.
7. I will conduct due diligence and complete all site inspections truthfully. I will accurately report the nature of any business in which a prospective customer is engaged. I will promptly report to my regional manager or to an appropriate person at the corporate office any notice which I may receive of any change in any customer's business which might expose the company to financial risk or be out of compliance with stated policies.
8. I will quote all rates and charges consistent with First American Payment Systems, L.P.'s rate guidelines and will not quote rates for other card types that I am not specifically registered to market.
9. I will not accept any payment in cash from a customer or prospective customer and will assure that all checks are properly made out to the company and not to me personally.
10. I will conduct all sales presentations in a positive manner relying upon my ability and the value of First American Payment Systems, L.P.'s services to obtain customers. I will not in any way demean or speak negatively of my competition.
11. I will maintain the confidentiality of information provided to me by any prospect or customer or the company and will not reveal any such information without the proper consents or except to the company and its agents.

COMPLIANCE AWARENESS FORM

As a sales professional under the registration of First American Payment Systems, L.P., you are responsible for remaining apprised of all applicable rules and regulations issued by MasterCard and Visa as they pertain to Member Service Providers/Independent Sales Organizations. Additionally, you must operate within these guidelines at all times or risk immediate termination from the program.

Following for your review is a summary of some of the pertinent rules under which all MSP/ISO's must operate. By signing this form, you acknowledge that you have read these items below and understand them.

1. All marketing material (Including stationary and business cards), and advertising must clearly represent the name of the participating bank and the MSP/ISO, and be approved by member prior to actual use.
2. Using the services of non-registered organizations or brokers to solicit merchants is strictly prohibited.
3. Only registered sales agents may disclose pricing and details of the MasterCard and Visa programs. All pricing and details must be clearly represented as being offered on behalf of First American Payment Systems, L.P.
4. All components of pricing must be clearly disclosed to the merchant.
5. Site inspections must be completed accurately and in person by the sales agent who solicited the merchant.
6. Final approval of all applications requires the bank's acceptance. Sales agents may not imply or infer that acceptance by bank is guaranteed.
7. Merchants whose type of business is clearly outside the established credit policy must not be solicited or induced into paying application fees.
8. Application fee checks must be made out to the participating MSP/ISO; not to the sales agent or accepted in cash.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION PROVIDED IS ACCURATE AND COMPLETE. I AUTHORIZE FIRST AMERICAN PAYMENT SYSTEMS, L.P. TO INVESTIGATE MY CREDIT AND EMPLOYMENT HISTORY, OBTAIN CREDIT REPORTS AND RELEASE INFORMATION ABOUT THEIR CREDIT EXPERIENCE WITH ME.

_____ _____

Sales Representative Signature Date

**Note: This form was designed and is enforced by First American Payment Systems, L.P.*

Rev. 12/07

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Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.