

EXHIBIT A

MERCHANT APPRENTICESHIP PROFESSIONAL INSTITUTE TERMS AND CONDITIONS FOR MERCHANT AFFILIATE

Welcome to the **World of BAPI!** You are now associated with one of the fastest growing companies in the United States today. In addition to that, you are now involved in one of the most unique industries ever—Apprenticeship Business Services. As a Merchant Affiliate, you are a vital link to the BAPI Plan of Influence and your benefits will always reflect your efforts. Below, we have described **TERMS AND CONDITIONS** governing your BAPI Merchant partnership operation. The Ts&Cs address the following areas:

- 1. GENERAL COVENANT**
- 2. TERMS OF OPERATION**

GENERAL COVENANT

The Merchant Affiliate must sign and adhere to the agreement of which this document and its appendices are an attachment. The signed agreement must be filed with BAPI **WITHIN 30 DAYS OF SIGNING**.

MERCHANT AFFILIATE TERMS AND CONDITIONS

The following Terms and Conditions form the basis of the Merchant Affiliate Agreement.

Authorization and Contract. By signing the **MERCHANT AFFILIATE** agreement, you apply for legal authorization to become a BAPI-affiliated **BUSINESS OWNER**. You acknowledge that prior to signing you have read and agree to the terms set forth on the agreement.

Expiration and Renewal. You must maintain a current authorization in order to preserve your rights as a **MERCHANT AFFILIATE**, including all rights to market products and services.

Your authorization expires on December 31st each year. To remain a **MERCHANT AFFILIATE**, you must annually submit prior to December 31st your Renewal Agreement along with the required renewal fees. Your renewal may be processed electronically without any additional signatures from you, thus you agree to remain bound by the terms of your **MERCHANT AFFILIATE** Registration. Failure to annually renew your authorization on time will result in the loss of your rights as a **MERCHANT AFFILIATE**.

Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of BAPI Inc., your sponsor, or your Mentor MERCHANT AFFILIATE. You will be operating your own independent Merchant with respect to federal or state tax purposes, and you will be responsible for payment of any self-employment and other income taxes.

Availability. BAPI and the Financial Services Merchant model is only available in any location where high speed internet is accessible.

Remedies. You understand that action may be taken against your Independent Merchant up to and including termination if you fail to comply with any terms of this Agreement, including the MERCHANT AFFILIATE agreement set forth,

Unenforceability In the event that any term or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if the invalid or unenforceable term or provision had never existed. No waiver of any default or breach of any provision of this Agreement, or failure to enforce rights contained herein, shall operate as or be deemed a waiver of any subsequent default or breach. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

LIABILITY. BAPI is in no way deemed liable for any illegal actions or actions with malice of forethought taken by the Affiliate while dealing with the general public.

TERMS OF OPERATION

1. The Merchant Affiliate must be able to dedicate a total of 10 after work and Week end hours to the BAPI program
2. The Merchant Affiliate must successfully complete all 6 weeks of Merchant Affiliate training
3. The Merchant Affiliate must maintain a good standing as an Independent Merchant Affiliate of the BAPI.
4. The Merchant Affiliate can not be involved in any activity that might present itself as a conflict of interest to those of the BAPI program
5. The Merchant Affiliate must be willing to pay the necessary fees to establish and maintain a Merchant offered by the BAPI.
6. The Merchant Affiliate's acceptance on the program is contingent upon the successful passing of a background check and drug screen.

7. The Merchant Affiliate must maintain a level of professional behavior and relationship with and assume responsibility for the professional development of his/her Business protégés .
8. The Merchant Affiliate's business must be generally, morally and ethically in the Christian business community
9. the Merchant Affiliate must maintain an ethical reputation as becoming that of a Merchant leader in both his/her personal and professional dealings.
10. The Merchant Affiliate must maintain a level of Merchant competence and continuing education as prescribed or required by the BAPI policies and guidelines
11. The Merchant Affiliate is paid based upon the current marketing / payment plan of the BAPI
12. The Merchant Affiliate agrees to payout a percentage of their generated income in accordance with the payout table listed below if the business was generated by the Life Transition agents
13. The Merchant Affiliate is responsible for meeting all local , state and federal tax obligations.

Profit Distribution

Generated Merchant	Type Income	Percent Paid	Paid To
	Commission	20%	Personal Referral Agent
	Commission	5%	Business Referral Agent
	Commission	15%	Tier Two Referral Agent
	Donation	30%	Life Transition Ministry

**CONTRACTOR SERVICES
AGREEMENT BETWEEN
BUSINESS APPRENTICESHIP PROFESSIONAL INSTITUTE
366 Ridgedale Way
LAWRENCEVILLE, GA 30044
(hereafter referred to as "BAPI")**

-and-

hereafter referred to as MERCHANT AFFILIATE

AGREEMENT WITNESSES that the parties agree that in exchange for the services of the Contractor, which are described in Exhibit A, BAPI agrees to provide the contractor the training, coaching and a protected client base from all other entities within the BAPI organization and All BAPI direct MERCHANT AFFILIATES, subject to the provisions set forth in "Terms and Conditions" attached hereto, which are deemed to form an integral part of the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their respective duly authorized signatures effective the _____ day of _____ 2012.

BAPI

Per: _____

Title: _____

(Contractor)