

KINGDOM CONGREGATION CORPORATE CONCORDANCE, LLC SUPPLIER AGREEMENT

THIS SUPPLIER AGREEMENT is hereby executed this 25th day of June, 2010 by **KINGDOM CONGREGATION CORPORATE CONCORDANCE, LLC**, herein referred to as (“KC3”) and the Service Provider, herein referred to as (“Supplier”) or (“Service Provider”) or (Member), collectively referred to as the (“Parties”) for the provision of the following listed services.

WHEREAS, the Parties enter into this Agreement with the intent that Supplier will be one of several qualified retail service suppliers participating in KC3’s “Congregational Network Service System”. This on-line retail service system will allow Supplier the opportunity to provide the following listed services to multiple individual consumers. In doing so the Parties acknowledge that neither are employees, agents, members or independent contractors of each other, nor are they affiliated by way of ownership or other association. Supplier represents and warrants that they have the expertise, training and experience to provide the following listed, and that KC3 and Suppliers customers are relying upon said representations to provide said services.

IN CONSIDERATION OF the following terms and conditions and all future consideration, the Parties agree to the following:

I SCOPE OF SERVICES AND PAYMENT TERMS

Supplier agrees to perform the following listed services in accordance with all industry standards and requirements, and customer contract specifications. Said services shall be marketed and delivered directly to customers without any input by KC3.

- **POSTING INFORMATION AND CONTENT**

You agree to provide true, accurate and complete information whenever you post any information or content on the Site (including but not limited to posting your profile and providing feedback) You agree to update such information whenever it changes. You agree to use good judgment when posting information, remarks or other content regarding other Users, Members, Clients, Providers, KC3 or any other third party. You understand that you may be held legally responsible for damages suffered by other Users, Members, Clients, Providers, KC3 or any third party as a result of legally actionable or defamatory comments, remarks or other information or content which you post to the KC3 Site. Under federal law (specifically, the Communications Decency Act of 1996), KC3 is not legally responsible for any remarks, information or other content posted or made available on its Site by any User or third party, even if such information or content is defamatory or otherwise legally actionable. KC3 is not responsible for and does not monitor or censor content for accuracy or reliability.

KC3 reserves the right to remove or restrict access to any information, content or Job posted or made available on the Site in its sole discretion, or if ordered to do so by a court, or if KC3 considers such information or content to be in violation of the KC3 Terms of Service.

- **LIST SPECIFIC SERVICES TO BE PROVIDED BY SUPPLIER**

Supplier agrees to utilize the skills, knowledge and judgment which they possess to complete the services as requested by customer in a prompt and reasonably professional manner. It is understood and agreed by the Parties that Supplier is and shall always remain the supplier of record and that KC3 shall have no authority or responsibility to manage or oversee the outcome or performance of Supplier's work. Supplier agrees to represent itself to Customers as its own entity and not to expressly or implicitly represent himself as an employee, partner, member or other agent of KC3.

Parties acknowledge that Supplier shall responsible for all invoicing and receiving payment for services rendered to its customers and that at not time shall KC3 or any faith based organization be held liable for any unpaid balances for services provided.

Supplier agrees to pay KC3 one of the six month Supplier subscription fees ("fees") of (\$50 or \$150) or annual Supplier subscription fees ("fees") of (\$75 or \$250) as consideration for being a "Supplier" of those listed services through its on-line service system. Said 6 month or annual fee shall be paid to KC3 by way of credit card, verified check or otherwise as agreed to by KC3, and all fees shall be due thirty (30) days prior to the beginning of the succeeding fiscal year of service. KC3 reserves the right to withhold and or suspend Suppliers listing as a service provider in the event said fee is not paid in full within said 30 day period. In the event Supplier fails to pay said fee before the expiration of the existing service year, KC3 reserves the right to terminate this Agreement as stated herein.

II OWNERSHIP OF MATERIAL AND CONFIDENTIALITY

All work processes, procedures, product information, customer requirements, and all information and documentation related to customer or Suppliers services provided to or made known to KC3 during this Agreement shall remain at all times the personal and proprietary property ("property")of Supplier. As such, KC3 shall have no ownership or possessory rights to said property without receiving prior written authorization from Supplier.

- **USERNAMES AND PASSWORDS**

When a Supplier registers an Account, the Supplier will be asked to choose a username and password for the Account when they become a Member.

As a Member, you agree and you are entirely responsible to safeguard and maintain the confidentiality of the username and password you use to access this Site. You authorize KC3 to assume that any person using the Site with your username and password either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of the Account or access to your password.

III NO REPRESENTATIONS OR WARRANTIES

All customer information accessed by Supplier through KC3 and or its website is "as is" without any representation or warranty of any kind, either express or implied, regarding the accuracy, completeness or other quality of the customer information. In no event shall the KC3 or any of its affiliates or members, employees, agents or representatives have any liability to Supplier or its representatives relating to or arising out of the accuracy, reliability any permitted use of the customer information. KC3 is under no duty or obligation to provide Supplier with access to the source of said information.

IV TERMINATION OF AGREEMENT

Either party may terminate this Agreement prior to or any time subsequent to Suppliers completion of the above stated services by adhering to the following provisions.

KC3 at all times reserves the right to immediately sever any or all portion of this Agreement and thus remove Supplier as a registered supplier to KC3, with or without cause, by giving Supplier immediate notice of such termination. Such notice shall state the portion of the Agreement to be terminated and the effective date of such termination. KC3 will provide Sub-Contractor with as much notice as reasonably possible and appropriate given the circumstances. Upon receipt of such termination, unless otherwise directed, Supplier shall on the effective date of such termination:

- A. Immediately discontinue all work or services, return to Customer any and all design and service information, customer documentation, deposited monies which have not been incurred and other proprietary property owned by customer;
- B. Complete performance of all remaining services and obligations, which were not terminated by notice.

Supplier may terminate this Agreement by providing same with a minimum of thirty (30) days-advanced notice, absent unforeseeable circumstances. Suppliers failure to provide said notice will cause Supplier to be liable for all foreseeable costs and expenses incurred, if any, to customer or KC3 which are directly attributable to Suppliers failure to provide said notice, including the cost of hiring replacement labor and any court costs and reasonable attorney fees.

The Parties acknowledge and agree that any severance or termination of this Agreement outside of the above stated provisions shall constitute a material breach of this Agreement.

V DAMAGES AND INDEMNIFICATION

Supplier acknowledges and agrees that its failure to fulfill these terms shall constitute a material breach of this Agreement thus causing it to be held exclusively liable for all damages, losses, costs and expenses, including all court costs and reasonable attorney fees, incurred or sustained by said customer, KC3 or the listed faith based organization (“FBO”) as a direct result. Supplier also acknowledges that it may be held liable for any damages sustained to Customer as a result of faulty or defective workmanship, any negligent or intentional acts or omissions, any intellectual property right infringements or any other act or omission with respect to Suppliers performance of its services to customer. The Parties further acknowledge and agree that KC3 shall not be held liable for, and therefore Supplier hereby waives and releases KC3 and it’s agents from, any damages, losses, costs and expenses, including court costs and reasonable attorney fees, incurred by any customer or faith based organization as a direct result of Suppliers breach of this Agreement or any of the above stated acts and omissions.

Supplier further agrees to defend, indemnify and hold KC3 and the listed faith based organization harmless from any and all liability, losses, suits, claims, proceedings, costs, expenses or damages, including court costs and reasonable attorney fees, alleged, claimed or incurred by any customer resulting from Suppliers material breach of this Agreement, negligent or intentional acts or omissions, miss-representation regarding the outcomes of said services, intellectual property right infringements, violations of any federal, state or municipal laws or any other cause associated with the performance of its services. In order to receive indemnification under this Section, KC3 or the FBO must promptly notify Supplier of the assertion of any claim, allow Supplier to retain sole and exclusive control over the defense and/or settlement of the claim and to cooperate with Supplier, at its expense, in the defense and/or settlement of the claim. This Section sets forth the sole indemnification obligations and indemnification remedies in association with the claims described above.

VI NO IMPLIED WAIVER

The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the right to require such performance at any later time, nor shall a waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any such provision.

VII INSURANCE

Supplier understands and that it is not insured by KC3 or the listed FBO under any workers compensation or personal injury disability program, and as such, Supplier agrees to obtain all necessary insurance coverages as required by customer or the relevant industry standards prior to the performance of said services.

VIII. GOVERNING LAW

This Agreement shall be governed and enforced in accordance with the laws of the State of Michigan. Any and all claims and/or actions by either Party against the other arising directly or indirectly from this Agreement shall be brought only in courts located in the County of Wayne, State of Michigan, or if federal jurisdiction exists and the party elects to sue in a federal court, in the United States District Court for the Eastern District of Michigan.

IX. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between the Parties regarding the subject matter hereof and no other representations, warranties or agreement whatsoever have been made which are not contained herein. Any and all agreements previously entered into between the Parties regarding the subject matter hereof are hereby terminated, and each of the Parties, except as otherwise provided herein, releases and discharges the other from any and all obligations and liabilities heretofore are non-existing under by reason of any such previous agreement(s). This Agreement may be amended only by a writing signed by duly authorized representatives of both Parties.

X. CAPACITY AND AUTHORIZATION

The Parties acknowledge and stipulate that the following representatives signing this Agreement on behalf of their respective organizations have the requisite legal authority and capacity, as designated by the laws of their state or country and or the State of Michigan, to execute this Agreement and do so upon their own will and fruition.