KINGDOM CONGREGATION
CORPORATE CONCORDANCE, LLC
SUPPLIER AGREEMENT

THIS SUPPLIER AGREEMENT is hereby executed this 25th day of June, 2020 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:

- **ACCEPTANCE OF AGREEMENT UPON MEMBERSHIP REGISTRATION**

By registering for, applying for, or activating a KC3 Network Membership, Supplier acknowledges that it has read, understood, and agrees to be bound by the terms and conditions of this Supplier / Network Member Agreement. Supplier's acceptance of this Agreement is a condition of obtaining and maintaining Network Member status on KC3ONLINE.COM.

KC3 may require Supplier to affirmatively accept this Agreement electronically during the registration or membership enrollment process. KC3 may retain an electronic record of Supplier's acceptance.

- **PURPOSE AND ROLE OF KC3**

KC3ONLINE.COM ("KC3") provides a platform intended to help visitors discover businesses and help business owners establish professional connections. KC3 may display business listings, business-provided information, church affiliations, and introductions between businesses or potential customers.

Unless expressly agreed otherwise in a separate written agreement, KC3 does not provide, perform, manage, or supervise the services offered by listed businesses. KC3 is not a party to contracts or transactions between a business and its customers merely because a listing, referral, introduction, or connection originated through KC3.

KC3 does not guarantee that a listing, search result, referral, introduction, or business connection will result in a sale, contract, referral, revenue, or other business outcome. Results depend on the circumstances, suitability, and decisions of the parties involved.

- ## No Guaranteed Referrals or Business Results

Supplier understands that KC3's directory and networking services are intended to support business discovery and relationship-building. Any introductions or referrals depend on factors including availability, geography, business compatibility, timing, and mutual interest.

KC3 does not guarantee a minimum number of successful referrals, customers, contracts, sales, partnerships, or any particular financial result unless a separate written agreement expressly states otherwise.

Supplier remains responsible for evaluating each business opportunity and deciding whether to pursue it.

- ## Business Verification

KC3 conducts business identity and applicant authorization checks for Network Members to confirm that the business is reasonably identifiable and that the applicant is authorized to represent it. Where applicable, KC3 also verifies relevant professional licenses or credentials through appropriate sources.

The verification process may include reviewing official business records, confirming business contact information, and checking applicable licensing records. The specific checks performed may vary depending on the business type and services offered.

Verification does not guarantee a business's quality, reliability, honesty, conduct, or future performance. KC3 does not guarantee the outcome of any transaction or interaction between a listed business and a visitor. Visitors remain responsible for evaluating a business before engaging its services.

Church affiliation, Christian ownership, and church endorsement are separate matters. A business's listing on KC3 does not imply that a church endorses, certifies, or guarantees that business.

- ## Limits of Verification

KC3's verification checks are limited to the matters actually checked. Verification does not constitute a guarantee, certification, endorsement, or warranty regarding Supplier's honesty, character, financial condition, competence, service quality, reliability, safety, legal compliance in all respects, or future performance.

Verification does not establish that Supplier has no complaints, claims, disputes, or prior misconduct. KC3 does not undertake to conduct a comprehensive background investigation of every Supplier or continuously monitor every aspect of a Supplier's business.

Where a license or credential is checked, the check confirms the status reflected by the source consulted at the time of review; it does not guarantee future validity or that every service performed by Supplier will comply with applicable requirements.

I SUPPLIER INDEPENCE, SCOPE OF SERVICES AND PAYMENT

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.

- ## Supplier Responsibilities

Supplier is solely responsible for the goods and services it offers, advertises, sells, or performs, including:

- The quality, safety, legality, and timely delivery of its goods and services.
- Its business operations, employees, subcontractors, and representatives.
- Contracts, estimates, invoices, deposits, collections, refunds, warranties, and customer communications.
- Compliance with applicable federal, state, and local laws, licensing requirements, regulations, and industry standards.
- Obtaining and maintaining any required permits, registrations, licenses, and insurance.

Supplier shall perform its work professionally and in accordance with its agreements with its customers. KC3 does not direct, manage, supervise, or control Supplier's work and does not assume responsibility for its performance.

- **POSTING INFORMATION AND CONTENT**

Supplier agrees 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.

- **CHURCH AFFILIATION AND NON-ENDORSEMENT**

Supplier acknowledges and agrees that identifying a church or faith-based organization ("FBO") as its church home or affiliation, or being listed on KC3ONLINE.COM, does not constitute or imply endorsement, certification, approval, sponsorship, supervision, or guarantee of Supplier, its qualifications, goods, services, or business practices by KC3 or any church or FBO.

Supplier shall not represent or imply that a church or FBO endorses, recommends, certifies, supervises, or guarantees Supplier or its services solely because Supplier identifies an affiliation with that organization or appears in the KC3 directory.

Supplier operates independently and is solely responsible for its own business activities, representations, services, contracts, and dealings with customers. KC3 and participating churches or FBOs do not assume responsibility for Supplier's services or business conduct merely because Supplier is listed on KC3ONLINE.COM or identifies a church affiliation.

- **INDEPENDENT DECISIONS BY VISITORS**

Individuals and organizations who discover or contact Supplier through KC3 are responsible for deciding whether to engage Supplier. They should independently evaluate Supplier's qualifications, references, contracts, pricing, insurance, licensing, and suitability for the proposed work.

Supplier acknowledges that KC3 and participating churches or FBOs do not control the independent business decisions, statements, acts, omissions, services, or transactions of Supplier or other independent businesses merely because those businesses appear on KC3.

- **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.

- **Membership Fees**

Supplier agrees to pay the applicable membership or subscription fees disclosed in the membership application, checkout process, or separate written membership terms accepted by Supplier. Those terms will identify the applicable price, billing frequency, renewal conditions, and cancellation requirements.

KC3 may suspend or remove a listing or membership for nonpayment, subject to applicable law and the applicable membership terms.

II <u>OWNERSHIP OF MATERIAL AND CONFIDENTIALITY</u>

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.

- **DIRECTORY AND INTRODUCTION INFORMATION**

Information made available through KC3 may be supplied by Suppliers, customers, public records, or other third parties. Supplier understands that KC3 may not independently verify every statement or item of information encountered through the platform.

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.

Supplier may terminate its membership in accordance with the applicable membership terms and cancellation process. Termination does not eliminate obligations or liabilities that arose before termination, including payment obligations already incurred, confidentiality obligations, or applicable indemnification obligations.

- **EFFECT OF TERMINATION**

Upon termination, KC3 may remove Supplier's listing, membership badge, and access to member-only services. Supplier shall cease any use of KC3 branding that suggests an active membership or authorization.

Termination does not affect rights or obligations that by their nature are intended to survive termination.

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, an 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.