

UCS of A Dealer His Covenant Ministries Certified Mechanic Trainer Contract

This Agreement is between His Covenant Ministries, a corporation sole, herein after referred to as Dealer, and _____, herein after referred to as Certified Trainer. Dealer owns a United Community Services of America (UCS of A) dealership and requires a written agreement with the Certified Trainer. All transactions must be under the Dealer in order to avoid sub-dealerships, which are not allowed by contract between Dealer and UCS of A. If you agree to abide by and be bound to the following terms and conditions, please execute this document and **return original**, for acceptance by Dealer C/O:

JeffOtto.com Ltd, 9393 N. 90th Street. #102 pmb 258, Scottsdale, Arizona [85258]

1. The Certified Trainer understands they must be sponsored by a UCS of A Dealer in good standing to be involved in training mechanics to install UCS of A products. The Certified Trainer also understands they will work exclusively through Dealer and are not allowed to break that relationship without written permission from Dealer.

2. The Certified Trainer agrees to register as a Sales Representative in the capacity of an Independent Contractor for Dealer at Dealer's web site and will be granted the ability to order inventory for personal installs and class projects at wholesale. The Certified Trainer is not allowed to purchase product for re-sale to anyone other than their customers and that they personally, or through a class project, install on that customer's vehicle to avoid sub-dealerships.

3. The Certified Trainer acknowledges the fact that a fee of \$50.00 must be paid for every mechanic certified through their school to Dutchman Inc. and an additional \$25.00 if the student mechanic was referred by any UCS of A Dealer or their affiliate. There will be no fees or royalties charged or collected by Dealer for any mechanics certified by the Certified Trainer, all profits generated for Dealer will be gained as a result of product sales by the Certified Trainer and their Certified Mechanics. The Certified Trainer will be solely responsible for any and all costs involved in their business operations.

4. The Certified Trainer shall require a written agreement with all Certified Mechanics they are responsible for certifying that have not been referred by another UCS of A Dealer or their affiliate and shall state the Certified Mechanic has a relationship with Dealer and Certified Trainer in regards to UCS of A products only and may not break that relationship without written permission from both the Dealer and the Certified Trainer. The Certified Trainer shall require their Certified Mechanics to register under them as a Sales Representative in the capacity of an Independent Contractor for Dealer at Dealer's web site and will have the ability to order inventory for personal installs at wholesale. The agreement must also state they are not allowed to purchase product for re-sale to anyone other than their customers and that they personally install on that customer's vehicle to avoid sub-dealerships.

5. This Agreement shall be binding upon, and insure to the benefit of, the Dealer. The place of origin of this Agreement is the state of Nevada, and it shall be governed in accordance with its laws. The lawful courts of the state of Nevada shall be the forums for the resolution of any disputes arising hereunder. Dealer reserves all rights not expressly granted herein.

Acceptance by Certified Trainer:

Signature: _____

Mailing Location: _____

City: _____ State: _____ Zip: _____

School Location: _____

City: _____ State: _____ Zip: _____

Home#: _____ Work#: _____ Cell#: _____

E-mail _____@_____

Acceptance by His Covenant Ministries:

Danielle Johnson, Scribe for His Covenant Ministries, a corporation sole: _____ On this _____ day of the month of _____, in the year of Our Lord and Saviour Jesus, the Christ, two thousand and _____