

Sales Representative agreement as an independent contractor

This Agreement is between His Covenant Ministries, a corporation sole, here in after referred to as Dealer, and _____, here in after referred to as Sales Representative. Dealer owns a United Community Services of America dealership and requires a written agreement with the Sales Representative. All transactions must be under the Dealer in order to avoid sub-Dealerships, which are not allowed by contract. If you agree with the following terms and conditions, please execute this document before a Notary Public and return original, for acceptance by Dealer C/O: **JeffOtto.com Ltd, 9393 N. 90th Street. #102 pmb 258, Scottsdale, Arizona [85258]**

1. **Ability to Perform / Contract.** The Sales Representative is of lawful age and of sound mind, in the below named state/country/territory in which the Sales Representative is domiciled in, to enter into this Agreement which becomes effective upon acceptance by Dealer. Upon acceptance of this Agreement, you will be a Sales Representative for Dealer and will be eligible to participate in the selling and distribution of the Dealer's products and services. The Sales Representative will service the accounts when the products are sold and assist in resolution of any customer concerns.

2. **Taxes.** The Sales Representative understands that they are an independent contractor, not an agent, employee or franchisee of the Dealer and will not be treated as an employee for any purposes including that of the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, the Social Security Act and/or any State Unemployment Act(s). The Dealer shall not maintain Workers compensation or disability coverage. If a US citizen, the Sales Representative understands and agrees that the Sales Representative will pay all applicable Federal and State income taxes, self-employment taxes, local taxes and/or license fees which may be due because of the Sales Representative's activities under this Agreement.

3. The Sales Representative understands that this Agreement supersedes any and all other agreements between the parties and is the entire Agreement between the Dealer and the Sales Representative. No other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by the Dealer and the Sales Representative.

4. 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.

5. The Sales Representative agrees not to use the Dealer's logos, trademarks, trade names, literature or any other materials in any type of advertising without the prior written approval of the Dealer.

6. The Sales Representative understands that sales are a requirement but is not required to purchase goods or services. Earnings are solely from commissions on products and services sold according to the posted schedule at: http://www.jeffotto.com/technology/bwt/sales_reps/commission.htm, which can be modified from time to time. Commissions will be paid via PayPal within thirty (30) days after payment on invoice is received and shall be accompanied by a Statement of Commissions, attached, and as modified from time to time by Dealer.

7. Appointed Managers may be entitled to override bonuses according to a written agreement attached to this document on the Sales Representatives they actively manage.

8. The Sales Representative indemnifies and holds harmless the Dealer and the Sales Representative's manager from any claims, damages, and expenses including attorneys fees arising out of the Sales Representative's actions or conduct in violation of this Agreement.

9. The Sales Representative is not guaranteed any income, profit or success. The Sales Representative will make commissions only on products, goods and services personally sold by the Sales Representative. The Sales Representative is free to set Sales Representative's own hours and determine the Sales Representative's own location and the methods of selling within the guidelines of this agreement.

10. Using sales or recruiting materials not produced by the Dealer or its suppliers is a breach of contract and may result in termination and participation in any future commissions.

11. Inaccurate information supplied or failure to keep contact information current by the Sales Representative is grounds for termination of this Agreement at the option of the Dealer, who may make it void from its inception.

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12. No regulatory agency ever endorses or approves any company or compensation plan and the Dealer makes neither claim, nor promise to anyone.

13. The Sales Representative will make no statements, claims, representations or warranties respecting the Dealer's products, which are not contained in official Dealer promotional materials produced and distributed by the Dealer.

14. The Sales Representative shall make no false or misleading statements concerning the Dealer, the Dealer's products or services, affiliates or suppliers.

15. This Agreement may be modified from time to time to meet legal requirements and changes in economic and/or political conditions. The Dealer agrees to give thirty (30) days notice of such modification.

16. The Sales Representative understands the Policies and Procedures as well as this Agreement and will adhere to them. Any violation of this Agreement may result in termination of this Agreement at Dealer's option.

17. In order to protect against unauthorized promises, which cannot be fulfilled, the Dealer shall have the absolute right, at Dealer's discretion:

(A) To refuse to accept any orders procured through the Sales Representative and to refuse to ship the goods described herein.

(B) To make any allowances or adjustments to orders and accept any returns of any shipments.

(C) The Dealer shall notify the Sales Representative in writing of such refusals, allowances or adjustments.

18. **Restrictions on products.** The Sales Representative shall sell, on behalf of the Dealer or when representing their self as a representative of the Dealer only those UCS of A products and/or services as approved by the Dealer.

19. **Expenses.** The Sales Representative shall be responsible for all expenses incurred by the Sales Representative in performance of their duties unless otherwise set forth in writing between the parties.

20. **Duration of Agreement.** This Agreement shall continue until terminated by either party upon thirty (30) days written notice to the other. Sixty (60) days of consecutive inactivity by Sales Representative may result in termination by Dealer at Dealer's option. Upon notice being given to terminate, the parties shall act in a positive, professional and favorable manner towards the patrons, and each other and neither shall take any actions to decrease productivity.

21. **Trade secrets.** Accordingly, the Sales Representative recognizes and acknowledges that it is essential to the Dealer to protect the confidentiality of such trade information:

(A) With Respect to the Dealer's special business techniques, analyses of the market, forms, software programs, list of patrons, and all other information regarding manufacture or distribution of products, the Sales Representative acknowledges that all of such information:

(1) Belongs to the Dealer.

(2) Constitutes specialized and highly confidential information and not generally known in the industry.

(3) Constitute trade secrets of the Dealer.

(B) The Sales Representative thus agrees to act as a trustee of such information and of any other confidential information that they acquire in connection with their association with the

(C) During the term hereof, and for thirty-six (36) months thereafter, the Sales Representative shall not disclose such information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has already become common knowledge or unless the Sales Representative is required to disclose it by lawful judicial process.

22. **Agreement not to compete.** The Dealer has retained the Sales Representative only for the purpose set forth in this Agreement, and their relationship to the Dealer is that of an independent contractor. During the term hereof, the Sales Representative shall not, directly or indirectly, enter into, or in any manner take part in, any business, profession, or other endeavor, which competes with the Dealer in the sale of such products as the Dealer maintains or may add to his product lines during the term of this Agreement and for six (6) months following termination of this Agreement.

23. **Restrictive covenant:**

(A) For a period of six (6) months after the expiration or termination of this Agreement for any reason, whether with or without cause, or for a period of time to the length of involvement the Sales Representative will not, directly or

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indirectly, contact any then-existing client of the Dealer for any purpose of selling like or similar product lines on behalf of Sales Representative or any other person, firm, company, or corporation.

(B) The parties acknowledge that they have attempted to limit the Sales Representative's right to compete only to the extent necessary to protect the Dealer from unfair competition. However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a lawful court may modify and enforce the covenant to be responsible under the circumstances existing at the time.

(C) The Sales Representative further acknowledges that:

(1) In the event that their relationship with the Dealer terminates for any reason, they will be able to earn a livelihood without violation of the foregoing restrictions.

(2) That the Sales Representative's ability to earn a livelihood without violation of such restrictions is a material condition to their retention by the Dealer.

24. **Warranty against prior existing restrictions.** The Sales Representative represents and warrants to the Dealer that they are not a party to any agreement containing a non-competition clause or other restriction with respect to:

(A) The services that the Sales Representative is required to perform hereunder.

(B) The use or disclosure of any information directly or indirectly relating to the Dealer's business, or the services the Sales Representative is required to render pursuant hereto.

25. **Internet web site and Email marketing.** Dealer has zero tolerance toward any Sales Representatives associated with Spam. The accounts of Sales Representatives associated with Spam are immediately terminated as soon as the violation is verified, with a cancellation of any pending monies or commissions owed. Dealer will immediately terminate any Sales Representative account, which it believes, in its sole discretion, is transmitting or is otherwise connected with any Spam or other unsolicited bulk Email.

(A) Sales Representative agrees to receive Email from Dealer, including but not limited to, sales reports, training, promotional resources, newsletters and other correspondence.

(B) For the purpose of this agreement SPAM is defined as Emailing ANYONE, in bulk or by single mailing, about Dealer, Dealer products or services, who has not specifically requested the information directly from Sales Representative. Dealer considers ANY type of advertisement about Dealer, Dealer's products or services, posted to a Newsgroup or Chat Room, in violation of their posting rules, to be Spam.

(C) Sales Representative agrees to comply with all U.S. State and Federal Spam laws, including but not limited to the Federal CAN-SPAM Act.

(D) Because damages are often difficult to ascertain, if actual damages cannot be reasonably calculated then you as Sales Representative agree to pay Dealer liquidated damages of \$500 for each piece of Spam or unsolicited Email transmitted from or otherwise connected with your account, or actual damages, whichever is higher, to the extent such actual damages can be reasonably calculated.

(E) Sales Representative is solely responsible for ensuring that their Sales Representative Link is set up properly to have sales tracked and recorded to qualify for commissions. Dealer is not responsible for the failure to assign any sale or commissions to Sales Representative if the same results from the improper formatting of any Sales Representative links.

(F) Dealer will only pay commissions on sales that are tracked through our tracking system and indicate Sales Representative as the source of the visit to the Dealer's web sites. Sales Representative has no right to commissions if a buyer later returns to the Dealer site through another Sales Representative link or source and makes a purchase.

26. **Prohibition against assignment.** The Sales Representative agrees, for the Sales Representative and on behalf of the Sales Representative's successors, heirs, executors, administrators, and any person or persons claiming under the Sales Representative of virtue hereof, that this Agreement and the rights, interests, and benefits hereunder cannot be assigned, transferred, or similar process. Any such attempt to do so, contrary to the terms hereof shall be null and void and shall relieve the Dealer of any and all obligations or liability hereunder.

27. **Sever-ability.** If any provision, paragraph, or subparagraph of this Agreement is adjudged by any lawful court to be void or unenforceable, in whole or in part, such adjunction shall not be deemed to affect the validity of the remainder of this Agreement. Any other provision and paragraph is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

28. **Rights upon termination.** Upon the expiration of this Agreement for any reason, whether with or without cause,
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the Sales Representative shall be entitled only to accrued commissions on those contracts already signed and accepted by the Dealer prior to the effective date thereof. Such accrued commissions shall be paid to the Sales Representative within thirty (30) days of the Dealer's receipt of the applicable invoice amounts.

29. **Binding effect.** This Agreement shall be binding upon, and insure to the benefit of, the Dealer, His Covenant Ministries, a corporation sole.

30. **Headings.** The headings in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

31. **Dealer reserves all rights not expressly granted herein.**

32. **Notice.** All notices shall be given in writing and sent by electronic mail and certified mail, return receipt requested, and shall be posted to: **Dealer c/o:** JeffOtto.com Ltd, 9393 N. 90th Street. #102 pmb 258, Scottsdale, Arizona [85258]
Voice Mail #: 602-635-3660 / FAX #: 480-699-0841 / Email admin@jeffotto.com

Sales Representative: Full Name: _____

Mailing Location: _____

Phone: _____ FAX: _____ Mobile: _____

E-mail / PayPal account: _____@_____

33. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

34. The Dealer may terminate this Agreement for cause upon twenty-four (24) hours written notice to the Sales Representative. For cause shall be defined as the Sales Representative's violation of this Agreement, inactivity, or acting in a manner which may cause damage to the business reputation of the Dealer or in a manner which is in violation of God's Law and/or local, state and federal laws or regulations.

35. **It is the sole responsibility of the Sales Representative to keep all contact information current!**

Sales Representative's Signature: _____

Sworn to before me this _____ day of the month of _____, in the year of Our Lord and Saviour Jesus, the Christ, two thousand and _____

Notary Signature with Seal

Acceptance by 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 _____



MANDATORY AGREEMENT
BEFORE OFFERING WITNESS CERTIFICATES

Recruiter (Name) _____

With certain limitations, you will now be allowed, for your dealer, to place registration certificates to witness the free electricity demonstrations in exchange for a 26,000 kWh annual allotment of free electricity, for those who actually attend said demonstrations “**if and when**” it is possible. **IT IS CRUCIAL THAT THESE RULES AND RESTRICTIONS BE OBEYED AND NO RECRUITER SHALL BE ALLOWED TO ASSIGN CERTIFICATES UNLESS THEY ARE (TO THE LETTER) STRICTLY ADHERED TO!** We cannot police every web site and every program, nor can we approve of every statement that recruiters and their associates make. It is imperative that recruiters accept the responsibility for their own statements and advertising. From time to time we may publish approved advertising as examples for the recruiters. We may also show off other programs (at the consent of the dealer involved) that have been approved by us. This does not mean that we are going to accept the responsibility of approving everything before recruiters do it. ***Do not wait for approval before initiating your programs. Just make sure they comply with the following rules, regulations, and restrictions!***

1. This Agreement **must** be signed by each and every recruiter (and any associate as they become involved). A copy **must** be sent to UCSA **before** offering any certificates to the public. Any activity prior to the return of this letter signed with a confirmation of acceptance by an officer or Director of UCSA is unauthorized. If you fax it to us, we will fax it right back
2. **We have never claimed to have a working model of a free electricity generator!** **NO** Recruiter shall be allowed to claim that we have one or have ever said that we have one. We **HOPE** to have one and we **BELIEVE** we will have one when it is time to do the demonstrations, and that is the **ONLY** representation that is acceptable. **ANY** statements to the contrary are unauthorized. You can use “if and when” “it is possible”; “we believe we will have it”, “it is our goal to put the components together as a generator on that day”; but **you cannot say...** It is here, or We have it! You **cannot** say that if you sign up for free electricity you **WILL** receive it. That implies we have a free electricity machine right now. Stay away from words like “is” or we “will” or we “can”. Never say we have already done it; it works; or You **CAN** have one. The truth is that it has not happened even in secret, but we have every reason to believe that the final assembly will work. Point out the evidence of what we have already demonstrated nationwide. So, say: You **MIGHT** get one. It **MAY** happen! We **BELIEVE** it will! Watch your words. The wrong words can get you in lots of trouble.
3. **NO** dealer or their associates will be allowed to **SELL** a witness certificate registration to anyone at any time or at any price, except to a business who buys it to use as an incentive for its customers to encourage business or to reward their loyalty, and then, **only** under the condition that the business person in charge reads and signs this mandatory agreement prior to assigning any of the certificates (especially this part that restricts that business from **SELLING** these registrations.)
4. You cannot **PROMISE** that free electricity will ever happen. You can promise that “if and when” it does happen, they will get their allotment of free energy. While we are convinced that our biggest obstacle to making this promise is the rich self interests that we will have to overcome in big business and in the media, we do not want to give the public the idea that we already have a working model.
5. Any and all recruiters, sales persons, and any other associates representing our offer to the public, **must** sign a statement that they understand these rules and restrictions and that they, too, will obey them, and we **must** get a copy **before** they make any public statements.
6. **Any and All** multi-level marketing plans **must** be run past, and approved in writing by, the Director of Marketing for UCSA **prior to** their inception (**without exception.**)

7. Web Sites are a form of open advertising. UCSA cannot police them all or approve of them prior to their construction or updating. The recruiter and the dealer of the recruiter will be solely responsible to make sure of the accuracy of all statements contained in them. Do not represent yourself as if you were an office of UCSA, ITEC, or BWT. Do not say Dennis Lee said anything from a private Hotline talk without permission. Be prepared to show on tape or in writing word for word any statements you claim were made. Dennis is easily misquoted.

8. If a recruiter has not violated any of these rules and restrictions, but has complied fully with them, UCSA will go to bat for them and use all means possible to support them and their activities from any outside interference or corrupt public officials who may be unfairly harassing them. If, however, the recruiter is in flagrant violation of these rules and restrictions, and is obviously using the wrong phrases, UCSA will try to catch them in the process and warn them before it gets to the level of public official attention. If we have not been able to help the recruiter avoid a justified attack, then you are on your own in this. We have tried herein to warn you of the danger of saying the wrong thing. If we do warn you of a violation and you ignore our warning that will be a violation of the recruiters contract, because you are not to be involved in fraudulent, immoral, or unethical practices as a recruiter, and you will receive **ONE** warning to change your behavior. If you do not heed that warning you may lose everything you have worked for. We may also report your activity that is giving us all a deserved bad name to the State Attorney General ourselves. **We will not tolerate deliberate abuses of these rules and regulations!** All recruiters and their associates who represent the UCSA Free Electricity Witness Program **must** agree to these rules and restrictions and are expected to conduct themselves in a proper fashion.

9. A UCSA DEALER CAN CHARGE WITNESS REGISTRATION RECIPIENTS A REASONABLE FEE TO RECOVER THEIR COSTS OF ADMINISTRATION, SHIPPING AND HANDLING OF THE CERTIFICATES, BUT THEY CANNOT CHARGE FOR THE CERTIFICATE ITSELF.

10. These rules can be modified at any time by UCSA and, as recruiters are notified of the changes in writing, all recruiters agree to comply with the changes as well as the rules originally enumerated.

11. The **only** date you are authorized to give anyone as to when this is going to happen is within a short time (probably 30 days) of our getting the 1.6 million witnesses, and not one minute before that time.

12. There are certain states that dealers are not allowed to directly assign certificates in. The current list of such states is Maine, and Idaho. In these states no dealer is allowed to issue the certificates to citizens, but there is nothing stopping dealers from issuing certificates to private national clubs or organizations who decide to **GIVE** them to their members.

(I/we) recruiter(s), marketing associate(s), or business person(s), by signing immediately below, do agree to all of the rules and restrictions outlined above.

Agreed: _____ Date: _____

Print Name _____ Title _____

Agreed: _____ Date: _____

Print Name _____ Title: _____

Confirmation of Acceptance: _____

Date Signed _____ Title: _____

MANDATORY AGREEMENT TO SELL ENGINE MODIFICATIONS

The following statement MUST be agreed to by the undersigned BEFORE selling kits.

PRINT NAME: _____ DATE: _____

ADDRESS: _____

Phone: (day) _____ (evening) _____

I, the above signed individual, hereby agree that I will not misrepresent the engine modification technologies to prospective customers. I am ONLY allowed to sell the Hydro-Assist Fuel Cell (HAFC) to persons who have applied for a quote for the Pre-Ignition Catalytic Converter (PICC.) The HAFC is the first step of a two step modification, and taking the second step is OPTIONAL. I am NOT allowed to tell anyone WHEN they will get their PICC quote for their particular vehicle(s) until I am told by Dutchman that it is ready. I am NOT allowed to take any money from anyone for a quote and they MUST be informed that when the quote comes the costs and savings and other performance data will be projected at that time. When they get their quote they will either accept or reject the PICC at that time. They are NOT required to accept it at any time prior. I can inform them that we are attempting to close the loop on automobiles, and that there is no promise that will ever happen. I must also make sure everyone knows it could take several months before Dutchman is ready to advance an actual PICC for any particular vehicle. As for the HAFC, I am allowed to explain to people that this kit is ONLY being offered to those who are waiting for their PICC quote, and ONLY as a courtesy to assist them with their fuel economy while they are waiting for their quote. We WILL NOT sell an HAFC kit to anyone inside the USA who has not applied for a PICC quote. The HAFC is ONLY expected to increase fuel economy between 50% and 100% (double.) We invite every buyer to test their vehicle's mileage and then install the HAFC and test it again, If the mileage did not increase at least 50% they can clean it up and return it for a full 100% refund within 30 days of purchase. I am allowed to inform the buyer of this as well as to let them know about any actual reports of increased mileage from other customers that can be substantiated by Dutchman and released to recruiters to talk about. STILL, the ONLY thing we guarantee the buyer is that they have two weeks after it has been properly installed and tuned to test it and be assured that their vehicle is within our expected range of increase of 50%-100%. The kit is for all makes and models of gasoline-fueled vehicles. I WILL NOT TELL PEOPLE THEY CAN USE IT FOR DIESEL OR CARBURETED VEHICLES UNTIL THAT ANNOUNCEMENT HAS BEEN OFFICIALLY MADE. I can also assure people that we believe that having the HAFC in line will greatly facilitate the production of plasma with the PICC. We consider the HAFC to be the first step toward the ultimate PICC modification. The PICC could be considered to be an upgrade from the HAFC, although it does not have to precede the PICC. The two technologies work together for best performance. The buyer of an HAFC is not required to ever upgrade and add on the PICC, but will be in line ahead of those who have not when the PICC upgrade kit is ready for their car type. In the event they are not able to get the 50% improvement with the HAFC, they, having purchased the HAFC kit are, at their option, entitled to get a 100% refund of whatever price they paid the distributor for the kit upon the reasonable return of the HAFC kit AND will still maintain their place in line to receive the PICC for their car. All the components of the HAFC must be returned, drained of any fluids and clean, but the kit must be free of any welded attachments and in reasonable condition for reconditioning for resale. The same customer may have to re-purchase the HAFC with the PICC at the time the PICC is applied to their vehicle, but they will have a report of the expected savings, as well as the total costs, and will be guaranteed a minimal success with the conversion. If I do any advertising I am ONLY allowed to relate the facts contained (above) in this document.

Signed: _____ Dealer #: 031854j__

Updated 02/16/08

Social Security Number Disclosure/Waiver Form

I understand the only purpose of this form is to satisfy the tax filing requirements of JeffOtto.com LTD in the event my commission payments exceed \$600.00 USD over the course of any calendar year. I further understand this information will not be used for any purpose other than as an attachment to form 1099-MISC and disclosed only to the Internal Revenue Service of the UNITED STATES OF AMERICA.

Please type or print legibly

Name/Entity:

Mailing Location:

City:

State:

Postal Code:

- 1 I am a US Citizen or Entity, my SSN/TIN is
(1099-MISC form only will be submitted to the IRS)
- 2 I have bona fide religious or privacy objections to revealing my SSN
(a 1099-MISC and this Waiver will be submitted to the IRS)
- 3 I am not a US Citizen and have never been issued a Social Security Number
(a 1099-MISC and this Waiver will be submitted to the IRS)
- 4 Other *(a 1099-MISC and this Waiver will be submitted to the IRS):*

I hereby certify the information provided is true and correct.

Signature: _____

UCS of A Dealer His Covenant Ministries Certified Mechanic Trainer Contract

This Agreement, a counterpart to the "Sales Representative agreement as an independent contractor" for Certified Trainers, 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 Dutchman Enterprises products. The Certified Trainer also understands they will work exclusively through Dealer and are not allowed to break that relationship during the term of this agreement and for 6 months following termination of this agreement.

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 independent Certified Mechanics, employees exempted, 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 during the term of this agreement and for 6 months following termination of this agreement. 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 _____