

Kingdom Markets International

www.KingdomMarkets.com

P.O. Box 2188
Cypress, Tx 77410-2188
(832) 928-1377



INSTRUCTIONS:

1. Print two (2) copies of the Missionary Application and Agreement.
 2. Print clearly in either blue or black ink, providing all requested information.
 3. Sign and date the completed Missionary Application and Agreement. Initial where indicated on each page.
 4. Forward one completed agreement to: Kingdom Markets International, Inc., P.O. Box 2188, Cypress, TX, 77410-2188.
 5. Keep the second copy of the Missionary Application and Agreement for your personal records.
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First Name: _____ Spouse Name: _____ Last Name: _____

Email: _____ Phone Number: _____

Address: _____
Street City State Zip

Chosen Monetary Compensation Plan: (circle one) Non-Independent Contractor Status Independent Contractor Status

Social Security # (if Independent Contractor Status chosen): _____

Are you affiliated with a Mission Organization? (circle one) Yes No

Mission Organization: _____

Contact Person: _____ Phone Number: _____

Sending Church: _____ City/State: _____

Contact Person: _____ Phone Number: _____

What is your current missionary status? (circle one) Full-time Part-time

Country of Ministry: _____

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Please write a short paragraph concerning your call and current ministry. You may attach a separate sheet if you would like.

In witness whereof, by affixing my signature, I acknowledge and affirm acceptance of all terms and conditions of this Missionary Application and Agreement.

_____/_____/_____
Signature of Missionary / Printed Name / Date

In witness whereof, by affixing my signature, this Missionary Application and Agreement is hereby accepted and status is activated.

_____/_____/_____
Signature of Kingdom Markets / Printed Name / Date
International Representative

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This agreement is entered into by and between Kingdom Markets International, Incorporated (“KMI”) and the Missionary. The parties hereto agree that this relationship will be governed by the terms of this Missionary Application and Agreement (“Agreement”) as follows:

Duties and Responsibilities

Upon acceptance and approval of this Agreement on behalf of KMI, the Missionary is hereby appointed as a non-exclusive representative to identify and sign-up potential Mission Partners in accordance with the terms and conditions established within this Agreement. Mission Partners financially support the ministry of the Missionary by purchasing goods from *The Kingdom Marketplace*, an online mall owned and maintained by KMI.

Monetary Compensation Plans

The Missionary will be paid according to the Monetary Compensation Plan chosen. The Missionary will be paid a percentage of gross commissions paid to KMI by Retailers, which are derived from purchases made by Mission Partners through *The Kingdom Marketplace* directly linked to the Missionary in accordance with the terms of this Agreement.

Of the gross commissions paid to KMI that are directly attributable to the purchase of products by all Mission Partners directly linked to the Missionary, KMI shall pay the Missionary who chooses the Non-Independent Contractor Status Monetary Compensation Plan on an after-tax basis. The Missionary will receive a commission rate of fifty percent (50%) of the gross commissions paid to KMI. Forty percent (40%) of the gross commissions paid to KMI is retained by KMI for taxes. Ten percent (10%) of the gross commissions paid to KMI is retained by KMI for monthly operating costs and expenses.

Of the gross commissions paid to KMI that are directly attributable to the purchase of products by all Mission Partners directly linked to the Missionary, KMI shall pay the Missionary who chooses the Independent Contractor Status Monetary Compensation Plan on a pre-tax basis. The Missionary will receive a commission rate of ninety percent (90%) of the gross commissions paid to KMI. Ten percent (10%) of the gross commissions paid to KMI is retained by KMI for monthly operating costs and expenses.

Independent Contractor Status

This Agreement creates an Independent Contractor relationship between KMI and the Missionary who chooses the Independent Contractor Status Monetary Compensation Plan. The Missionary is not an agent, legal representative, or employee of KMI or any party with whom KMI transacts or contracts business. The Missionary has and maintains control of the manner and means of performance under this Agreement, subject only to the terms of this Agreement. The Missionary is not an employee with respect to any services for federal, state, or local statute, regulation, ordinance, or other law. The Missionary is responsible for payment of all applicable income, self-employment, and other taxes. The Missionary will receive an IRS Form 1099-MISC reflecting the amount of income paid to the Missionary during the calendar year by KMI. It is the Missionary's sole responsibility to account for such income on the Missionary's individual tax returns. The Missionary is not eligible for and does not participate in any pension, health, or fringe benefit plan sponsored by KMI and is not covered by KMI's workers compensation or unemployment insurance. The Missionary and KMI are not entering into a partnership or joint venture. The Missionary does not have the power or authority to incur any debt, obligation, or liability on behalf of KMI.

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Monthly Payment Schedule

The Missionary will be paid by KMI on the first (1st) day of each month. Monthly gross commissions paid to KMI are based upon KMI as a whole meeting the specific monetary thresholds established by the specific Retailers. Monthly payments are based upon the specific Missionaries meeting the specific monetary threshold of \$10 for the monthly pay period. Monies not meeting the threshold will be aggregated for the next monthly pay period.

For the Missionary who chooses the Independent Contractor Status Monetary Compensation Plan, monies will be mailed to the Missionary's designated Clearinghouse/Mission Organization. The compensation check will be made out in the name of the Missionary.

For the Missionary who chooses the Non-Independent Contractor Status Monetary Compensation Plan, monies will be mailed to the Missionary's designated Clearinghouse/Mission Organization. The compensation check will be made out in the name of the Missionary's designated Clearinghouse/Mission Organization, along with an itemized report stating the earnings of the specific Missionary. The monies will then be distributed according to the rules of the Clearinghouse/Mission Organization.

The Missionary acknowledges that he/she is not guaranteed any income level or degree of success. In addition, the Missionary certifies that neither KMI nor any existing or former Missionary has made claims or representations of expected earnings that might result from efforts as a Missionary and any discussion to the contrary to be casual in nature. The Missionary warrants he/she has not relied upon any such casual discussion as inducement to cause and enter into this Agreement. The Missionary will not represent directly or indirectly that any person may, can, or will earn any stated amounts upon appointment as a Missionary.

Ethical Conduct

The Missionary agrees not to engage in or perform any misleading, deceptive, or unethical practices. The Missionary further agrees to abide by all federal, state, and local laws and regulations governing the sale or solicitation of the products and services promoted by KMI and/or its Retailers.

The Missionary agrees that KMI has the exclusive right to determine whether certain activities are unethical and to determine all appropriate courses of action. The Missionary agrees that during any investigation by KMI, with respect to a violation of this Agreement, the Missionary's status may be suspended by KMI and payments on account otherwise owing to the Missionary shall be escrowed until final resolution. The Missionary agrees that any breach, material or otherwise, by the Missionary of any term or condition of this Agreement will result in immediate termination of this Agreement by KMI. Upon such termination, the Missionary waives the right to enforce any obligation upon KMI, including the expectation of payment by KMI to the Missionary for any compensation or commissions whether in the form of refunds or otherwise.

Intellectual Property/Confidential Information

The Missionary agrees to use only written, recorded, or other promotional materials that have been produced, distributed, and/or approved by KMI in executing the purposes of this Agreement. The Missionary also agrees not to modify or change promotional materials provided by or purchased from KMI or its Retailers without prior written authorization exclusively from KMI. The unauthorized use of any Intellectual Property or Materials, whether of KMI or its Retailers, may be a violation of federal law and this Agreement, constituting grounds for termination of this Agreement by KMI. All rights and licenses granted under this Agreement shall end automatically upon termination of this Agreement.

Binding Effect

This Agreement shall be binding upon and inure to the benefit of heirs, successors, and permitted assigns of the parties hereto.

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Severability

If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provision or portions thereof shall not be affected thereby.

Duration of this Agreement

This Agreement is effective from the date of acceptance by KMI and will continue for a period of one year, unless terminated by either party upon thirty (30) days prior written notice to the other party. Thereafter, this Agreement shall automatically be renewed for an additional one (1) year period, and thereafter be automatically renewed every one (1) year subsequently. Missionaries will be evaluated on an annual basis and are expected to maintain Active Missionary status. Failure to remain at Active Missionary status can result in the termination of this Agreement.

This Agreement may be terminated without notice in the event of a material breach of this Agreement by either party to this Agreement.

Dispute Resolution

In the event a dispute shall arise between the Missionary and KMI as to our respective rights, duties, and obligations under this Agreement, it is agreed that such disputes shall be exclusively resolved pursuant to binding arbitration under the commercial rules of the American Arbitration Association with arbitration to be held in Houston, Harris County, Texas. Texas Law will apply to the resolution of the dispute, unless otherwise agreed in writing. In addition to the declaratory relief, the arbitrator may award preliminary and permanent injunctive relief and compensatory damages and shall award reasonable attorney's fees and costs to the prevailing party. The arbitration award may be enforced in any court of competent jurisdiction. This provision shall not restrict KMI from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

Other Terms

The Missionary affirms that he/she has full legal capacity to enter into this Agreement in the state of the Missionary's residence.

The Missionary understands that this Agreement is not binding until accepted by and executed on behalf of KMI. Formal acceptance of this Agreement will be made via email to the Missionary.

KMI may modify its business plan, operations models, or other normal and customary operations without notice to the Missionary. The Missionary may decline to accept these changes by terminating this Agreement. All commissions earned up to the date of termination, on account of customer purchases less customer returns, shall be paid to the Missionary according to the normal and customary procedures for payment of monetary compensation. Any and all future or residual earnings or commissions will terminate, and claims to same are waived by the Missionary.

KMI has the unrestricted right to grant the rights conveyed to the Missionary herein, and KMI has the power and authority to enter into this Agreement. To the best of KMI's knowledge, each representation made by KMI within this Agreement is accurate. KMI, in its sole decision and capacity, may enter into or terminate agreements with various Retailers of products as deemed necessary in order to expand, contract, or otherwise control its offerings.

This Agreement represents the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements, and understandings of every kind and nature between them. No modification of this Agreement will be effective unless in writing and signed by both parties.

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All notices under this Agreement shall be in English, in writing, and given either by mail, facsimile, or electronic transmission (email). Notices will be deemed given when sent to the current address(es) on file with KMI. The Missionary is responsible for maintaining current information regarding name, mailing address, phone number, and electronic mail (email) address(es). For changes to be valid, they must be self-maintained by the Missionary in the KMI system or in writing, properly signed, dated, and delivered to KMI.