KAIROS PRISON MINISTRY INTERNATIONAL, INC.

MERCHANDISING AGREEMENT

AGREEMENT by and between KAIROS PRISON MINISTRY INTERNATIONAL, INC., a Florida non-profit corporation, hereinafter referred to as Licensor, and _____, a _____, hereinafter referred to as Licensee;

WHEREAS, Licensor has adopted and is using "KAIROS", "KAIROS TORCH", "KAIROS OUTSIDE" names and designs as Trademarks for goods throughout the United States and elsewhere and is the owner of a U.S. Trademark Registration and Trademark Applications, hereinafter collectively referred to as "Trademarks"; and

WHEREAS, Licensee is desirous of placing said Trademarks on apparel goods to be used for promotion of Kairos Prison Ministry in the State of _____, hereinafter referred to as the "Territory."

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the sum of Ten Dollars ($10.00) herewith paid by Licensee to Licensor upon signing of this Agreement, the receipt and sufficiency of which is hereby acknowledged by said Licensor, the parties hereby agree as follows:

1. *License*. Licensor grants to Licensee the right to use under the common law and under the auspices and privileges provided by any of the Registrations covering the same during the term of this Agreement, and Licensee hereby undertakes to use the Trademarks in the Territory in connection with the rendition of Apparel Goods, the permitted goods being hereinafter referred to as "Goods." The licensor has no financial obligation for said Goods.

2. These Goods may be used to promote Kairos Prison Ministry or distributed for a Suggested Donation, but shall not be sold as merchandise.

3. *Quality of Goods*. Licensee shall use the Trademarks only with the Goods for the promotion of Kairos or for the Licensee in accordance with the guidance and direction furnished to the Licensee by the Licensor, from time to time, if any, but always the quality of the Goods shall be satisfactory to the Licensor as specified by it. The Licensor shall be the sole judge of whether or not the Licensee has met or is meeting the standards of quality so established.

4. *Inspection*. Licensee will permit duly authorized representatives of the Licensor to inspect the premises of Licensee using the Trademarks at all reasonable times, for the purpose of ascertaining or determining compliance with Paragraphs 1, 2, and 3 hereof.

5. *Use of Trademarks*. Licensee shall provide Licensor with samples of all Goods, and advertising material prepared by the Licensee, and Licensee shall obtain the approval of the Licensor with respect to all advertising material bearing the Trademarks prior to the use thereof. Licensee undertakes to comply substantially with all laws pertaining to Trademarks in force at any time in the Territory, including compliance with marking requirements. The Logos and Trademarks must be used as provided by the Licensor and not modified in color, shape or style. They may be sized to fit the Goods, but the original dimensions (height and length ratio) must be maintained.

6. *Extent of License*. The right granted in Paragraph 1 hereof shall be non-exclusive. Licensor shall have the right to use the Trademarks and to license its use to any other designee in the Territory. The License herein granted is not assignable, sub-licensable, or transferable in any manner whatsoever, except by prior written consent of the Licensor.

7. *Indemnity*. Licensor assumes no liability to Licensee or to third parties with respect to the performance characteristics of the Goods produced by the Licensee under the Trademarks, and the Licensee shall indemnify Licensor against losses incurred to claims of third parties against Licensor involving use of the Licensee's Goods.

8. *Termination*.

a. This agreement shall remain in full force and effect, but is terminable at the will of Licensor upon no less than thirty (30) days written notice to Licensee.

b. If Licensee makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business affairs, or it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy, then the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Licensor.

9. *Ownership of Trademarks*. The Licensee and all parties to this Agreement acknowledge Licensor's exclusive right, title and interest in and to the Trademarks and any Regulations that have been issued or may be issued thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair part of such right, title and interest. In connection with the use of the Trademarks, neither Licensee nor any other party hereto shall in any manner represent that he/she or it has any ownership in the Trademarks or registrations thereof, and all parties acknowledge that use of the Trademarks shall inure to the benefit of the Licensor. Upon termination of this Agreement, the Licensee will cease all use of the Trademarks in any way and will deliver up to the Licensor or destroy, all materials and Goods upon which the Licensor's Trademarks appear~~s~~, to including tooling, or any other word or mark which is likely to be confused with the Trademarks.

10. *Notice*. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at the address shown below, or at such other address as may be furnished in writing to the notifying party.

This Agreement is entered into and is effective as of the date Licensee signs below.

How the Kairos logo will be used:

KAIROS PRISON MINISTRY INT'L, INC.
100 DeBary Plantation Blvd
DeBary, FL 32713

By: _____
Evelyn K. Lemly, CEO

Date: _____

By: _____
Licensee

Date: _____