

Standard Contract Terms and Conditions

Incorporated into all Platinum Business Group, Ltd Agreements

The following terms and conditions are incorporated by reference into all agreements entered into between *Platinum Business Group, Ltd* (Georgia) or any division or subsidiary thereof, and any party or parties to any agreement whenever the Agreement incorporates “Standard Contract Terms and Conditions dated 10 March 2009 and available at www.thePBG.net under the tab entitled “Terms and Conditions”.

Section Five—Facsimile Initials and Signatures: A facsimile handwritten signature and/or handwritten initials by a Party hereto sent from said Party (authentication) via electronic transmission (email) and/or tele-facsimile (fax) **shall have equal dignity with and be deemed an original** signature and/or handwritten initials for all purposes of this Agreement and shall be legally binding against said Party as if same were an original signature or handwritten initials of the Party. An Email signature of a Party shall be deemed to be an original if it constitutes a “secure electronic signature” as defined under relevant state law.

- a) **Faxed Notices:** All fax notices shall be sent to the respective fax numbers identified by each Party’s contact information in the provision herein entitled “Notices”. Notice sent by fax shall be deemed to be given and received as of the date and time it is transmitted, provided that the sending fax produces a written confirmation showing the correct date and time of the transmission and the appropriate telephone number referenced herein to which the notice should have been sent.
- b) Any notice sent by fax shall be sent to such other fax number as the receiving Party may from time to time specify by notice to the Party sending the fax.
- c) **Fax Numbers and Email Addresses** permitted under this provision shall only be considered valid if the fax number and/or Email address is provided by the person and included in the “Notices” provision of this Contract. Said fax number(s) and/or Email address(es) may be amended from time-to-time under the provisions authorizing written notice of changes as established in this Agreement.
- d) Nothing in this section shall be deemed to substitute for the *bona fide* notice requirements of this Agreement as specifically enumerated in the section of this Agreement entitled “Notice” unless the facsimile transmission is followed up by an immediate written notice as contemplated in the section of this Agreement entitled “Notices”. In the event of a fax transmission under this section, properly faxed and followed up by the written notice, the date of fax transmission will be deemed the date and time of receipt of said notice by the receiving Party hereto.

Section Six—Warranty and Authority of Representation: Each Party hereto hereby warrants, represents and guarantees that his or her signature is fully authorized, by corporate or organization resolution, power of attorney, or otherwise, and that no further action need be taken by said signatory to fully bind said Party and his/her/its principal, if any, to this Agreement, and that all other signatories to this Agreement shall be fully justified in relying upon said representations in fulfillment of this Agreement.

Section Seven—Default: A default shall occur under the terms of this Agreement in at least each of the following instances:

- a) Any improper use and/or disclosure of Proprietary Information or Confidential Information and/or materials, directly or indirectly, in violation of the of the express and reasonably intended protections of the Non-Disclosure and Non-Circumvention Agreement entered into between and/or among the Parties;
- b) Any circumvention, directly or indirectly, in violation of the of the express and reasonably intended protections of the Non-Disclosure and Non-Circumvention Agreement entered into between and/or among the Parties;
- c) Any use, directly or indirectly, in violation of the of the express and reasonably intended protections of the Nonuse provision of the Non-Disclosure and Non-Circumvention Agreement entered into between and/or among the Parties;
- d) Any false or substantially misleading material and/or information represented in this Agreement and/or provided to any Party(ies) in furtherance of this Agreement; and
- e) Any fraudulent, illegal or unethical conduct relating to the subject matter of this Agreement and/or matters performed or to be performed under this Agreement; and
- f) Violation of any provisions of this Agreement including but not necessarily limited to nonpayment of fees and/or commissions, non-performance of agreed-upon services, and/or circumvention of another Party to this Agreement (Agreement designed to foster trust and openness with resources, contact information, etc).

Section Eight—Remedies: Remedies for Default or Breach under this Agreement include:

- a) **Waiver; Cumulative Remedies:** A waiver by any party of any section, paragraph, term, or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such section, paragraph, term, or condition or the future or of any subsequent breach thereof, and any such waiver must be in writing. All rights and remedies contained in this Agreement are cumulative and none of them shall be construed so as to limit any other right or remedy of any party hereto.
- b) **Injunctive Relief:** In the event a Party wishes to obtain injunctive relief to enforce a provision of the Non-Disclosure and Non-Circumvention Agreement and/or any provision of this Agreement, the Parties consent to the in jurisdiction of the Superior Court of Cobb County, Georgia.
- c) **Damages For Breach Of Contract:** In the event of a breach of this Agreement by any party hereto resulting in damages to any other party, the injured party(ies) may recover from the party breaching the Agreement any and all damages that may be sustained.
- d) **Attorney's Fees And Costs:** If any action at law, equity and/or arbitration is necessary to enforce or interpret the terms of this Agreement or for breach of contract or otherwise, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.
- e) **All Other Claims and Remedies Preserved:** Nothing in this Agreement shall restrict or limit a Party to this Agreement of *any other and further claims* or remedies provided at law or equity that are not inconsistent with this Agreement.

Section Nine—Governing Law and Choice of Law: This Agreement shall be governed and construed in accordance with the laws of the United States and the State of

Georgia, County of Cobb, and City of Marietta. Each Party hereby consents to the Great State of Georgia for the exclusive jurisdiction of any dispute arising out of this Agreement.

Section Ten—Arbitration: With the exception of injunctive relief as authorized in this Agreement, any and all disputes arising out of this Agreement shall be decided by binding arbitration. In the event arbitration is requested, the Parties hereto consent to using the branch office of the *American Arbitration Association* closest to the Greater Metropolitan Atlanta, Georgia, and comply with the rules of arbitration used by the *American Arbitration Association* as of the date of the initial notice of the dispute by one Party against the other.

Any judgment arising out of the arbitration process may be filed with the clerk of court of relevant jurisdictions and reduced to an enforceable judgment in accordance with the procedures of the *American Arbitration Associates* and the courts of the individual states.

Section Eleven—Interpretation: This Agreement shall be interpreted as though no Party to this Agreement was/is the scrivener of this document, but rather shall be interpreted as though a disinterested Third Party prepared this Agreement. Words and terms shall be given their most commonsense interpretation given the nature and context of the Agreement.

Section Twelve—Captions: The captions for each numbered section of this Agreement are merely for convenience and shall not be deemed substantive for the interpretation of this Agreement by the authorized finder of fact (*e.g.*, arbitration panel or injunctive relief judge).

Section Thirteen—Counterparts: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original but *such counterparts shall together constitute but one and the same instrument*.

Section Fourteen—Severability: In the event that any section or provision of this Agreement shall be deemed invalid or legally unenforceable by a finder of fact of competent jurisdiction, it is the expectation and intent of the Parties that said section or provision should be construed and applied so as to be valid and enforceable to the maximum extent permitted by law or in equity. In the event that any section or provision of this Agreement shall be deemed invalid and legally unenforceable by a finder of fact of competent jurisdiction, the invalidating of said section or provision shall not affect in any respect whatsoever the validity and enforceability of the remainder of this Agreement.

Section Fifteen—Force Majure: Any Party hereto shall be relieved from any obligation contained herein in the event and to the extent that such obligation may become impossible to perform because of war, riot, government regulations, government intervention, act of God, or any other event beyond the reasonable control of said Party until such impossibility is removed, and then said obligation contained herein shall be reinstated.

Section Sixteen—Binding Effect: This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and his/her/its respective successors-in-interest, assigns, and/or heirs.

Section Seventeen—Modification of Agreement: No modification of this Agreement may be made unless in writing and signed by the Party or Parties hereto to be charged. Any

modification of this Agreement will be effective only if it is in writing and signed by the Party or Parties to be charged.

These terms and conditions are the official policy of Platinum Business Group, Ltd and its divisions and subsidiaries and have been put into force on 10 March 2009.

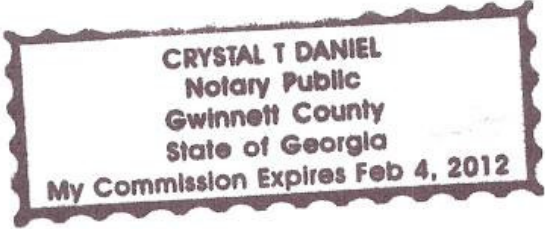
Marijean Stallings

Marijean Stallings, *President & CEO*

SWORN TO AND SUBSCRIBED this
20th day of April 2009.

Crystal T Daniel

NOTARY PUBLIC



My commission expires:
February 4, 2012

* PFC Church Consultants, LLC (Florida) and Church and Ministry Finance International (Georgia) are wholly owned divisions of Platinum Business Group, Ltd (Georgia)

Revised: 04.20.09