

Freedom Club USA

Early Bronze Membership Agreement

This Independent Contractor Agreement (the "Agreement") is made and entered between an independent contractor, hereafter referred to as "Member", and Freedom Foundation USA, LLC (FFUSA) dba Freedom Club USA, a Nevada Limited Liability Company with a primary office located 2533 N. Carson St., Carson City, Nevada, 89706 with primary mailing office at 4002 Hwy 78, Suite 530-321, Snellville, 300397, hereafter referred to as "Company". Upon acceptance by both parties, this agreement replaces any existing Ambassador, Referrer or Consultant Independent Contractor agreement between the parties for all future business. FFUSA and FCUSA are synonymous throughout this agreement.

FCUSA upon verification and deposit of member funds thru the online order form and at the sole discretion of FCUSA, will activate such Member into Freedom Club USA **Early Bronze Program**.

Club benefits:

- ◆ Your membership in Freedom Club USA is a non-voting membership and is limited to use of club benefits. No ownership, other duties or obligations apply to your membership other than stated herein.
- ◆ Member has full access to all club education programs and all future programs at the posted fees.
- ◆ Member has access to these programs for the length of their membership beginning from the date of acceptance by FCUSA of this agreement.
- ◆ Member may extend their membership for each additional year or for life at the then current membership fee upon club approval.
- ◆ Membership applies to an individual only (each spouse or child of legal age must acquire their own membership).
- ◆ Current and upcoming programs include but are not limited to education regarding: mortgages, credit cards, student loans, car loans, IRS, CRA, prosperity training, wellness programs and health products or as added, removed or adjusted at the discretion of FCUSA.
- ◆ Members are required to complete FCUSA Study Guides 1 & 2 to receive backend payment.

All programs are the member's processes until assigned to FCUSA for processing and payment, and are offered on a **best effort basis with no guarantee expressed or implied on any program, current or future**. Once assigned to FCUSA, they are held and controlled by FCUSA for the life of the process. Member payments for all educational processes are payable to "Freedom Foundation USA" via money order or cashier's check. Membership Agreement is accepted only after review of your "Membership Application" by FCUSA and email confirmation.

Membership dues and program costs are not refundable or transferable. However, your annual dues will be applied to a lifetime membership with FCUSA upon opening of the Full Bronze Program.

I. RULES OF DISBURSEMENT

1. Bronze members may purchase Administrative Remedy (AR) educational programs as desired with the cost of the remedy credited back to the member during their backend payout.
2. All program costs include the GL/UCC filing.
3. Strawman filing is required at \$300 once each five (5) years.
4. **Special Early Bronze Payouts:** Should the Early Bronze member submit one or more ARs and pay in 7 days (US) or 14 days (International) prior to Full Bronze Membership web announcement, the member will lock in the **EARLY BRONZE higher rates on all their AR submissions for the life of their membership**. Submission of an AR during this phase will also complete sooner and will likely

accelerate the funding payout. Should the Early Bronze member not submit an AR prior to Full Bronze Membership web announcement, their ARs will default to the normal "Payout" amounts below.

| Mortgages | | IRS/CRA | | Credit Cards, Auto and Student Loans | |
|--------------|------------|--------------|------------|--------------------------------------|------------|
| Programs | \$ 2,700 | Programs | \$ 2,700 | Programs | \$ 2,700 |
| Payout | \$ 250,000 | Payout | \$ 250,000 | Payout | \$ 100,000 |
| Early Bronze | \$ 375,000 | Early Bronze | \$ 375,000 | Early Bronze | \$ 150,000 |

- When FCUSA receives the proceeds from funding source, FCUSA will disburse monetary funds due Member within 10 business days of receipt.

Once FCUSA has received your payment and approved your membership, you are entitled to use all club benefits. Some club benefits (QE and Coaching require an additional fee but will be deducted from your first AR payout). The membership payment date shall be the date upon which your membership will begin and from which all club renewals will be calculated. Please contact your ambassador should you have questions about the program or visit www.freedomclubusa.com.

CONTRACTURAL SHARING: FCUSA does **not** condone contractual sharing of member's backend distributions with any referring parties. Should the member have contracted with any source (written or verbal) prior to or after signing of this agreement for purposes of sharing backend proceeds from the sale, trading or other benefit from your AR from the FCUSA program:

- ◆ your agreement with FCUSA will be null and void
- ◆ all monies paid for educational programs, dues or services will **not** be refunded to member
- ◆ all work on your educational program will cease.
- ◆ no further disbursements will be made to member.
- ◆ All third parties involved in the contractual sharing will be excluded from FCUSA membership and processes and if already involved in a process, no payout or refund will be issued to the third parties.

By accepting your membership with FCUSA, you are acknowledging all these terms and conditions.

II. NON-DISCLOSURE/NON-COMPETE

Recitals

- A. "FCUSA" wishes to provide "Member" certain educational information pertaining to debt resolution/equalization including, but not limited to: mortgages, credit card, car loans, student loans, IRS and other programs plus all variations of these. This includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above.
- B. "FCUSA" is providing this educational information to "Member" for the purpose of providing asset reclamation and asset protection information, which is to be confidential and regards said information to be as a trade secret. FCUSA desires to protect those parts from unauthorized disclosure or use (such confidential trade secret parts being hereafter collectively referred to as "Information").
- C. "FCUSA" is willing to disclose "Information" to "Member" on the terms and conditions set forth herein.
- D. "Member" agrees not to compete with "FCUSA" or disclose "Information" per the terms and condition set forth herein.
- E. Should "Member" wish to work with FCUSA; the "Member" can apply online for an ambassador status.

III. AGREEMENTS

Therefore, "FCUSA" and "Member" agree as follows:

1. "Member" shall:
 - a. (1) Not disclose "Information" of "FCUSA" to any other person and (2) use the same degree of care to maintain the "Information" confidential as "Member" would use in maintaining Members own confidential Information, but always at least to a reasonable degree of care;
 - b. Use the "Information" only for the above purpose;
 - c. Not compete with "FCUSA" by utilizing "FCUSA" educational processes for their own use or to sell such educational processes to any third party without the express written permission of "FCUSA";
 - d. Upon any termination, within fifteen (15) days following request of "FCUSA", return to "FCUSA" all documentation, copies, notes, diagrams, computer storage media and other materials containing any portion of the "Information", or confirm to Owning Party, in writing, the destruction of such materials.
 - e. "Member" will not allow any "non members" to 3 way or take part in "member's only" calls or information nor divulge "Member" only login or passkeys to non members.
2. Disclosure. This agreement imposes no obligation on "Member" with respect to any portion of the "Information" received from "FCUSA" which (a) is or becomes generally known or publicly available other than by unauthorized disclosure, (b) is independently developed by "Member" or (c) is disclosed by "FCUSA" to a third party without a duty of confidentiality on the third party.
3. Confidential. "CONFIDENTIAL" includes, but is not limited to all written and verbal communication provided to "Member", plus the items, if any set forth in Schedules A and B attached hereto. Schedules A and B are incorporated herein by reference. Receiving Party hereby acknowledges receipt of the items listed in Schedules A and B if any.
4. Property. The "Information" shall remain the sole property of "FCUSA". "FCUSA" makes no representation with respect to, and does not warrant any "Information" provided under this agreement, but shall furnish such in good faith. Without restriction the generality of the forgoing, "FCUSA" makes no representations or warranties, whether written or oral, statutory, express or implied with respect to the "Information" which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. "FCUSA" shall not be liable for any special, incidental or consequential damages of any nature whatsoever resulting from a receipt or use of the "Information" by the "Member".
5. Breach. In the event of a member breach or threatened breach or intended breach of this Agreement by "Member", "FCUSA" may proceed with termination of the membership as outlined in Termination below.
6. License. "Member" will not export, directly or indirectly, any technical data acquired from "FCUSA" or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval from "FCUSA".
7. Rights. The Rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
8. **Privacy: Member agrees to not disclose to any parties outside of their direct family, FCUSA and essential financial parties regarding any amounts a member has received as a result of any educational process offered by FCUSA.**
9. Inquiries. Member agrees to respond to any inquiries from law enforcement or legal authorities or courts that you are under a non-disclosure contract and cannot divulge any details of this agreement or with whom it is made. **Any violation of these non-disclosure rules can mean reduction of any of member's back-end payouts to zero (\$0) at the discretion of FCUSA.**
10. Participation. Member is participating in this educational process and any subsequent educational process, solely on their own behalf and of their own free will.

11. Entrapment. Member agrees to disclose in writing to FCUSA headquarters that if true, the member is an agent for Federal, State, or Local agencies being officially or unofficially on a mission of entrapment or for any investigative purposes immediately upon or before entering into this agreement.

12. Relationship of Parties. Contractor is an independent contractor of the Company. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon either party's sole discretion to terminate this Agreement at any time without cause. Contractor further, agrees that, if the Contractor determines that he/she is a "taxpayer," or is a party made "liable," then the Contractor shall be responsible for all of Contractor's federal and state taxes, withholding, social security, insurance, and other benefits.

13. Indemnification. Contractor agrees to indemnify, defend, and hold the Company and/or its Principals and its(their) successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of contract, or any other potential liability regarding the benefits and services as offered by FCUSA. Each educational process/program and/or service is provided to member on a **best efforts basis**. FCUSA reserves the right to amend this agreement from time-to-time with any new provisions binding to both parties.

14A. Breach Defined. Should Contractor act or cause any action(s) against Company, legal or other, or speak, write, email, post articles, forward articles of any content or performs an action or causes an action to occur that disparages, defames, brings harm, injures, discredits or dishonors Company, these actions will be construed as a Breach of this agreement by Contractor.

14B. Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants of Contractor, the damage or imminent damage to the value and the goodwill of the Company's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the Company shall be entitled to injunctive relief against Contractor in the event of any breach or threatened breach of any of such provisions by Contractor, in addition to any other relief (including damages) available to the Company under this Agreement or under law.

Additionally, upon such breach by Contractor, the Company may exercise its right to terminate such Contractor with no further compensation for commissions and no payments for any administrative remedies submitted or to be submitted and will provide no refunds to Contractor.

14C. Termination. Either party may terminate this agreement without cause. FCUSA may terminate any membership do to any violations of this agreement including a breach of or threatened breach of this contract.

Termination without cause: Should Contractor elect to end their Member status, they will be paid for all commissions and submitted paid programs up to their resignation date.

Termination with cause: Should Contractor be removed due to breach, all unpaid commissions will be forfeited to Company. All educational processes submitted or in process will be forfeited to Company. No refunds will be provided to Contractor for any fees paid to Company.

Notifications of termination may be sent via Email, US Mail or fax to the last known address of the other party. All items in this agreement regarding NON-DISCLOSURE/NON-COMPETE, disputes and privacy will survive termination of this agreement.

15. Entire Agreement. This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

16. Disputes. In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to the American Arbitration Association or alternate service by agreement of the parties. The Federal Arbitration Act shall govern the arbitration procedure and not any one single law of any particular state law. The parties agree that any arbitration shall be held by an arbitrator with experience in contract and common law and the hearing shall be held in the closest county of the FCUSA business offices for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

In any ruling and/or award the arbitrator shall provide a written opinion of the facts and conclusions of law and follow applicable law and judicial precedent.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. This arbitration clause stands as an individual agreement, which is incorporated herein for the enforcement of the Membership Agreement(s), Non-Disclosure/Non-Compete Agreement and any disputes arising thereof.

17. Previous Agreements. This Agreement supersedes all previous agreements. This Agreement is binding upon both parties and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution, namely the date of acceptance of membership by FCUSA and will continue for the term of this agreement; unless terminated by 30 days written notice by either party or immediately by breach of this agreement. However, "Member's" obligations of confidentiality and restrictions on the use of the "Information" disclosed by "FCUSA" shall survive termination of this Agreement.

18. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

19. Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

20. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

21. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Company, by an officer of the Company or other person duly authorized by the Company.

22. IN WITNESS THEREOF, the Parties hereto have duly executed this Contract the day and year per the online registration date and the Signature (typed) on that form shall be deemed to be an executed contract upon the acceptance by FCUSA via a member number assigned and emailed to prospect.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

Freedom Foundation USA, LLC,
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