

Freedom Club USA

Membership Agreement

4002 Hwy 78, Suite 530-321, Snellville, GA 30039

Updated 11/10/23

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 (FCUSA), a 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, 30039, hereafter referred to as "FCUSA" or "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's current membership program.

Member dues are as follows:

Membership dues are \$300 annually or \$1000 lifetime. The annual membership includes the member, spouse and their children living with them up through college age at time of membership acceptance by FCUSA. No renewal fees are due for memberships. Maintenance dues are required at \$30/mo. or \$300/yr.

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.
- ◆ Members maintain their full member benefits by keeping current on FCUSA maintenance.
- ◆ Membership applies to the member, spouse and their children living with them up through college age at time of membership acceptance by FCUSA.
- ◆ Current and upcoming programs offered by FCUSA.
- ◆ Members are required to complete FCUSA Study Guide.

Membership Agreement is accepted only after review of your "Membership Application" by FCUSA and email confirmation.

Membership dues, maintenance and program costs are not refundable or transferable.

Costs:

Membership: \$300 Lifetime membership: \$1000 Maintenance: \$30/Mo. or \$300/Yr.

"Member" agrees not to compete with "FCUSA" or disclose "Information" per the terms and condition set forth herein.

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 Owing Party, in writing, the destruction of such materials;
 - e. 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. Confidentiality. "CONFIDENTIAL" includes, but is not limited to all written and verbal communication provided to "Member" by any means.
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 foregoing, "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 Breach and 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. By signing this document with my electronic signature I, the Assignor "Member", without recourse, irrevocably assign to Freedom Foundation USA, LLC, the assignee, its successors and assigns, all Administrative Remedies (AR) they process on my behalf together with the property descriptions and properly secured, and also

all the rights including rights of holder in due course, title and interest of the Assignor of and to the assets described in the AR.

8. **Privacy: Member agrees to not disclose to any parties outside of their direct family, FCUSA and essential financial parties regarding any amount or percentage 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 or elimination of any of member's payouts at the discretion of FCUSA.**

10. 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.

11. 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.

12. Free Will. Member is participating in this educational process and any subsequent educational process, solely on their own behalf and of their own free will.

13. Indemnification. The Member agrees to indemnify and hold harmless FCUSA, Freedom Club USA, FFUSA, Freedom Foundation USA, LLC and their officers, directors, employees, consultants, referrers, ambassadors representatives, members and agents from any and all claims, damages, failure to perform, breach of contract, or any other potential liability regarding the benefits and services as offered by FCUSA. ". "FCUSA" agrees to operate in good faith and put forth a best effort to monetize the administrative remedy / AR judgments. All processes/programs and/or services are 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 as is necessary to memorialize accurately this agreement between Member and FCUSA and accurately depict the agreement between FCUSA and member and to maximize the administrative remedies- payouts of the Member and FCUSA.

"Member" hereby agrees, warrants and attests that they will provide true and accurate information, at all times, to the best of their knowledge, and will at no time knowingly and/or willfully misrepresent, or provide false, misleading, or inaccurate information.

"Member" agrees that they are solely responsible for the validity and accuracy of any and all information provided to "FCUSA" Freedom Club USA and/or "FFUSA" Freedom Foundation USA, LLC, et al.

14. Death or Permanent Incapacity of "Member" / "Member Successor".

“Successor” is defined as any one natural person claiming a lawful interest in “FCUSA” benefits of a deceased or permanently incapacitated “FCUSA Member”.

“Permanent Incapacity” is defined as the inability to act on one’s own behalf, including but not limited to permanent confusion, permanent lack of consciousness or other disability rendering individual permanently void of capacity to act and/or make decisions with no reasonable expectation of meaningful recovery. Must be confirmed in writing by a competent Medical Doctor.

“Interest” is defined as access/ownership/control of existing benefits of deceased Club Member as detailed in “FCUSA” agreements and documentation.

“Benefits” are defined as any existing programs/processes/administrative remedies/accounts/membership/written, verbal & recorded information reserved for members only, in which deceased or permanently incapacitated Member was a participant and other benefits as may be available to Club Members.

In the event of “Member’s” death or permanent incapacity, “Member’s” designated “Successor” may step forth. “FCUSA” will only recognize designated “Successor” as set forth in “Member’s” most current, existing Letter of Wishes on file with “FCUSA”. At the time of presentment, “Successor” must provide all information and documentation required as outlined in FCUSA SUCCESSOR INSTRUCTIONS IN THE CASE OF DEATH OR PERMANENT INCAPACITY OF FCUSA MEMBER.

“Successor” must become a “Member” of “FCUSA” and remain a “Member” in good standing. “Successor” will be bound by the same agreements and limitations, including but not limited to, non-disclosure and code of ethics of “FCUSA” Membership. Should my “Successor” choose not to accept my Letter of Wishes and “FCUSA” agreements, with all benefits and responsibilities, the proceeds and control of my membership and all related benefits and assets will default to “FCUSA” for their discretionary use.

“Successor” must contact “FCUSA” within 90 days of death or permanent incapacitation of “FCUSA Member” after which time the proceeds and control of “Member’s” membership and all related benefits and assets will default to “FCUSA” for their discretionary use.

15. 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. Delinquent maintenance payments are additionally construed as a breach.

16. 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.

17. 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 or delinquent maintenance.

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 or delinquent maintenance, 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-DISCLUSURE/NON-COMPETE, disputes and privacy will survive termination of this agreement.

18. 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.

19. 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.

20. Power or Attorney. This agreement shall also serve as a Power of Attorney from the Member to FCUSA to execute any and all documents necessary to obtain and monetize Member AR judgments-education processes.

21. Previous Agreements. This Agreement supersedes all previous agreements. This Agreement is binding upon both parties and upon the manager, 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 indefinitely; unless terminated on thirty (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.

By accepting your membership with FCUSA, you are acknowledging all these terms and conditions and any updates to this agreement and you also agree to bind your successors and/or assigns to this Agreement.

22. 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.

23. 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.

24. 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.

25. Disclaimer. FCUSA does not provide nor is it responsible for providing tax, legal, accounting or financial advice. FCUSA urges members to retain such experts for proper advice. It is also deemed that both parties have signed this agreement, The Member by electronic acknowledgement and FCUSA by drafting this document.

26. 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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530-321
Snellville, GA 30039
USA