

PRIVATE MEMBERSHIP AGREEMENT FOR THE HOUSE OF WISDOM

AN UNINCORPORATED ASSOCIATION AND A MINISTRY AND INTEGRATED AUXILIARY OF FRUITS OF THE SPIRIT MINISTRY

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This Private Membership Agreement, hereinafter referred to as “Agreement,” is entered into and made effective as of the date executed below by and between the following Parties:

The House of Wisdom, an unincorporated association (the “Association”), a Ministry, and Integrated Auxiliary of Fruits of the Spirit Ministry (the “Church”) under God, without the United States,

And

_____ (“Member”), a living, breathing sentient being created by God, without the United States, who is of the age of majority, discretion and is of sound mind.

For and in consideration of the mutual promises and covenants herein, the Parties to this Agreement do hereby represent, warrant, affirm and agree as follows:

1. **AGE OF MAJORITY, CAPACITY TO CONTRACT.** Member is of the age of majority and discretion, is of sound mind, is of sufficient intellect and reasoning to understand both the terms of the Agreement and their significance, has full legal capacity to enter a binding contract and to assume the rights and obligations set out in this Agreement.

2. **ASSOCIATION OPERATIONS TO REMAIN PRIVATE.** The Association is an unincorporated association, Ministry and Integrated Auxiliary of the Church that operates under Biblical law and is intended to be maintained and operated exclusively in private and outside of any public forum. We do not engage the public forum in any way. To the extent that we offer anything outside of membership, it is exclusively as a charitable offering in keeping with our ministry to the world. The Member will strive in good faith to maintain the private nature of the Association, its members, its mission, and its ministry, including by honoring and adhering in good faith to the terms of the Association’s Non-Disclosure Agreement (hereinafter the “NDA”).

3. **MISSION STATEMENT.** In good conscience and in good faith, without objection, Member hereby adopts and agrees to the stated philosophy, principles and beliefs reflected in the following Mission Statement of the Association:

We are a private member association of men and women of faith and strong moral principles. We affirm that all our rights are God given, including but not limited to, the rights to life, liberty, the pursuit of happiness, the freedom of peaceable assembly, self-determination, and self-governance free of oversight, interference and/or regulation by any governmental unit, state, local or federal actor, municipal corporation, or any body politic of any kind whatsoever, i.e., “separation of church and state”. We peaceably assemble as a private community of like-minded men and women standing to protect and enforce the natural inalienable and unalienable rights afforded to us by Nature’s God. Mark 4:11 states that it is given to us to know the mystery of the kingdom, which mystery we interpret to be our freedom as heirs to the Kingdom. Inspired by the sharing of this good news by Mark, the evangelist, we adopt this Kingdom principle as the authority of our collective effort to reclaim and occupy our God-given rights.

We believe the Holy Bible to be the authoritative source of most systems of law in the modern world, hence, key to securing our rights and freedoms. Though we are a ministry based on Christianity directly from the Bible, we do not espouse any religion, form of spiritual practice, prescribed doctrine, creed and/or methodology of any other church organization, denomination, religion, or ecclesiastic government. We do not proselytize. We live by the two great commandments from which all law emanates: to love God with all our heart, soul, and mind, and to love our neighbor as ourselves. We fulfill these tenets by acts of love, kindness, and service with honor, dignity, and respect to our fellow man. We are not at war. We strive always to be at peace with all men, without compromise to our Divine inheritance in fee simple absolute.

4. **PHILOSOPHY AND METHODOLOGY.** The Association models its ministry, philosophy, methodology, protocols, and procedures applying the principles of Christianity as founded in the Holy Bible (including the 1611 King James version) on the basis of their almost universal application to the world systems of law and governance. The Association does not endorse religion. It applies Biblical principle without prejudice to any religion or spiritual practices, or the absence thereof. The Association operates from the premise that the Bible is the authoritative source of most systems of law in the modern world and our Divine inheritance as heirs to the Kingdom of God. Just as the Bible has been misused as the foundation of the world systems that enslave the masses, it also contains the wisdom to unlock the mystery of the kingdom. Members hereby, in good conscience and in good faith, without objection, expressly adopts and

agrees to the Association's philosophy, methodology, mission and ministry as embodied in this agreement.

5. **TERMS OF GOOD STANDING, TERMINATION.** Member shall be entitled to all the benefits and privileges of membership in the Association so long as Member shall maintain good standing, including being current in recurring membership dues, continued adherence to, and living and walking in accord with the stated intent and spirit of the Association's philosophy, methodology, mission, and ministry as embodied in this agreement and compliance otherwise to all terms of this Agreement and the Association's NDA. Membership shall not extend to family members above the age of eighteen (18), who shall be required to become members subject to the terms of their own agreement themselves. Member affirms and agrees that failure to make the recurring membership dues (if applicable) may subject the member to termination at the absolute and exclusive discretion of the Association. Member further affirms and agrees that any conduct that is, within the absolute and exclusive discretion and determination of the Association, discordant or out of step with the principles and terms of the Association's philosophy, methodology, mission, and ministry as embodied in this agreement, non-compliant with the Association's NDA, or that constitutes other material breach of this Agreement may result in immediate termination of membership. No action or inaction on the part of the Association under this provision shall constitute a waiver of the Association's right to exercise its rights and duties under this provision at any time within its absolute and exclusive discretion. The members agree that the Association reserves the right to accept or deny membership.

6. **TERMINATION IN WRITING.** This Membership Agreement shall continue until terminated by either Party in writing. This Agreement will also terminate upon death of the Member or upon the discontinuance or dissolution of the Association, without prejudice to either party.

7. **NON-DISSEMINATION, NON-DISTRIBUTION FOR SALE.** Member agrees not to distribute, forward, disseminate, rent, sublet, post, publish, broadcast, redistribute, sell, share, timeshare or otherwise disclose the Association's proprietary documents, logos, symbols, templates, protocols, procedures, and any other material, thing, service, property right, created or owned by the Association its principal or trustees (hereinafter "Proprietary Materials"), in any manner or form of media not contemplated by this Agreement or otherwise authorized by express written consent. The Association reserves the right, under its own absolute and exclusive discretion, to consent or withhold consent on a case-by-case and issue-by-issue basis without regard to other factors or prior consent provided to other members or relating to other Proprietary materials. No action or inaction on the part of the Association under this provision shall constitute

a waiver of the Association's right to exercise its rights and duties under this provision at any time within its absolute and exclusive discretion.

8. **THIRD-PARTY VENDORS.** Some Membership offerings and services may be provided by third parties. The Association does not represent nor govern nor shall be held liable for the actions of any such third-party regarding their services.

9. **ASSOCIATION'S IN-HOUSE DISPUTE RESOLUTION PROTOCOL.** Member agrees to hold the Association, its principals, owners, officers, ministers, founders, trustees, representatives, agents, affiliates, and staff harmless against any and all liability for any unintentional harm that may occur during membership and arising out of Member's use of Association's Proprietary Materials, services, offerings or other benefits of membership, except for harm resulting from gross negligence or intentional misconduct on the part of the Association. Member expressly and in good faith agrees to and affirms, without objection, the Association's protocol of handling any disputes with the Association directly as private Association business (hereinafter "In-House Dispute Resolution"), including the terms of In-House binding arbitration set out below without resorting to public or pseudo-public courts, administrative bodies, or other public forums. In-House Dispute Resolution shall be conducted as follows:

1. Member will present the matter in dispute to the attention of the Association in writing affirming and attesting to the nature of the dispute, the description of the claimed harm to the Member, and a description of the Member's desired peaceable resolution, giving the Association reasonable time of no less than twenty-one (21) calendar days to respond, and allowing for continued deliberation and reasoned and peaceable dialogue beyond the initial twenty-one (21) day response period on the issue until the matter may be resolved to the satisfaction of both Parties. The Member agrees to engage in this phase of the dispute resolution process in the spirit of amicable cooperation in brotherly love with the intent of reaching a mutually acceptable and beneficial resolution.
2. In-House Binding Arbitration. If the dispute is not resolved, Member may request in writing a binding In-House arbitration by a three-member council to include one minister or officer of the Association, a fellow member of the Association selected by the Member, and a third neutral member in the Association selected by mutual agreement of the Parties. The binding mediation will be conducted pursuant to the American Arbitration Association's rules and procedures or other similar arbitration rules and procedures, including rules and procedures drafted and agreed to by the parties. The binding arbitration may be conducted in person, remotely or telephonically with the objective of arriving at a peaceable and mutually acceptable and beneficial resolution between the Parties. The Parties agree that the three-member council shall be vested with full authority to conduct

and complete the binding arbitration, including determination of applicable law or standards, form and admissibility of evidence and testimony, application of law to facts including on ultimate issues in dispute, interpretation of this Agreement, member NDA and other Association-specific governing documents, application of all other standards and review necessary to complete the arbitration, and the exclusive discretion to make a final, unreviewable and binding award or judgement, which shall be by two-thirds (2/3) majority vote.

3. **Limited Power of Courts.** Member acknowledges and agrees that the power and jurisdiction of any local, state, or federal courts or agencies shall be strictly limited to enforcement and execution of any ultimate binding judgment or award resulting from the required In-House Binding Arbitration proceeding herein. The In-house Dispute Resolution protocol shall be the member's exclusive form of relief.

As part of the In-House Dispute Resolution protocol, Member expressly and in good faith, without objection, hereby forever and irrevocably waives any and all rights to resolve any dispute with the Association outside of this stated protocol and in any public or pseudo-public court, administrative process, or other public or pseudo-public forum.

10. **INDEMNITY.** Each Party agrees to defend, indemnify, and hold harmless the other Party and its principals, owners, officers, ministers, founders, trustees, representatives, agents, affiliates, and staff from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

11. **DISCLAIMER.** Nothing in this Agreement shall be construed as a contract for legal or professional services or advice regarding taxation and tax planning, accounting, investments, financing, banking, insurance, health or medical services, education, litigation or litigation avoidance, estate planning or other professional or expert advice. It is Member's exclusive and non-delegable due diligence responsibility to thoughtfully review and consider the terms of this Agreement as well as any Propriety Material, services or offerings offered or contemplated under the terms of this Agreement and as part of any membership benefit, before making any decisions as to application of such Proprietary Materials, services or offerings for Member's own use or unique circumstances, within Member's exclusive and absolute discretion, including whether to seek advice from any professionals or advisors (see above) of Member's choosing, at Member's own cost, before making such decisions. Member agrees to hold the Association harmless from any claims or damages arising out of any such decisions exercised by Member within Member's exclusive and absolute discretion.

ACKNOWLEDGEMENT

We hereby acknowledge and certify that we have fully read, understood, and agree to be bound by all of the terms and conditions herein, without objection.

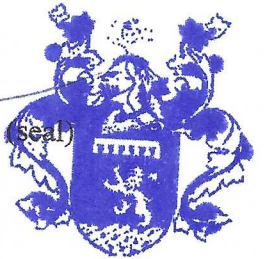
Executed this _____ day of _____, 20____


...at the mouth of two witnesses, or at the mouth of three witnesses, shall the matter be established. - Deuteronomy 19:15

For where two or three are gathered together in my name, there am I in the midst of them. - Matthew 18:20

ASSOCIATION AUTHORIZED OFFICERS:

By:  (seal)
Bryan-Ronald Tomeo
Shogun of the Association



By:  (seal)
Richard-Joseph Lambertus
Daimyo of the Association

MEMBER SIGNATURE:

..... (seal)
Private Association Member

Print Name:

NON-DISCLOSURE AGREEMENT

HOUSE OF WISDOM

AN UNINCORPORATED ASSOCIATION AND A MINISTRY AND INTEGRATED AUXILIARY OF FRUITS OF THE SPIRIT MINISTRY

* * * * *

This Non-Disclosure Agreement (hereinafter “NDA”) is made effective as of the date of execution below (the “**Effective Date**”), by and between House of Wisdom (the “**Owner**”), an unincorporated association (the “**Association**”), a Ministry, and Integrated Auxiliary of Fruits of the Spirit Ministry (the “**Church**”) under God, without the United States,

and

_____ (“**Recipient**”), a living, breathing sentient being creation of God, without the United States, who is of the age of majority, discretion and is of sound mind.

Whereas both parties to this NDA are located outside of the jurisdiction of the United States. The United States jurisdiction is defined in Art. I sec. 8 c. 17 of the United States Constitution.

Whereas information will be disclosed to Recipient for the purpose of facilitating operations of managing Recipient’s private business affairs.

Whereas the Owner has requested, and the Recipient agrees, that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient.

Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION.

The term “Confidential Information” means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner including but not limited to emails, phone conversations, conference calls, social media communications, audio recordings, recorded and/or live-stream videos or webinars or other broadcasts or telecasts, downloads, written work product, documents, templates, exemplars, samples, and all other media and property created by Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner and information of the Owner and any third party with which the Owner deals, including, without limitation, documents, templates, research, management models, trust exemplars, organizational flow charts, correspondence samples, processes, procedures, protocols, contracts, and other intellectual property shared by the Owner that is not public knowledge or publicly published. The nature of

the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by the Owner;
- information rightfully received by the Recipient from a third party without a duty of confidentiality;
- information independently developed by the Recipient;
- information disclosed by operation of law;
- information disclosed by the Recipient with the prior written consent of the Owner;
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION.

The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special, and unique asset of the Owner which provides the Owner with a significant advantage and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

A. No Disclosure. The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity be they natural or artificial, public or private, by telephone, fax, copy, email, broadcast or publication in any media or social media platform, picture, conversation, or any writing, recording, electronic file or transfer of information on or by any medium without the prior written consent of the Owner.

B. No Copying/Modifying. The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

C. Unauthorized Use. The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of Confidential Information.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION – INJUNCTION.

If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this NDA, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages. The Recipient further agrees to an injunction by private arbitration by operation of law for any improper disclosure.

IV. RETURN OF CONFIDENTIAL INFORMATION.

Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within ten (10) days of receipt of the request.

V. NO WARRANTY.

The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product, document, or template disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

VI. INDEMNITY.

Each party agrees to defend, indemnify, and hold harmless the other party and its principals, officers, directors, interest holders, trustees, agents, affiliates, distributors, representatives, and employees from any and all third party (including government agencies not a party to this private NDA or any private agreement between the parties) claims, demands, liabilities, costs and expenses, including reasonable attorney fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this NDA.

VII. LEGAL FEES.

In any legal action between the parties concerning this NDA, the prevailing party shall be entitled to recover reasonable legal fees and costs.

VIII. TERM.

The obligations of this NDA shall survive for (1) year after termination of recipient's private membership in any unincorporated association or similar venture of Owner, if any, or two (2) years from execution of this NDA or until the Owner sends the Recipient written notice releasing the Recipient from this NDA. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this NDA from unauthorized use or disclosure.

IX. GENERAL PROVISIONS.


This NDA sets forth the entire understanding of the parties regarding its content. Any amendments must be in writing and signed by both parties. This NDA shall be construed exclusively under the law of equity and the common law of the United States of America without the United States. This NDA shall not be assignable by either party. Neither party may delegate its duties under this NDA without the prior written consent of the other party. The confidentiality provisions of this NDA shall remain in full force and effect at all times in accordance with the terms of this NDA. If any provision of this NDA is held to be invalid, illegal or unenforceable, the remaining portions of this NDA shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this NDA.

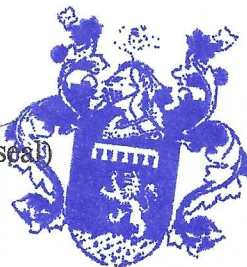
Executed this _____ day of _____, 20____

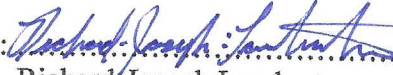
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By:  (seal)
Bryan-Ronald Tomeo
Shogun of the Association



By:  (seal)
Richard-Joseph Lambertus
Daimyo of the Association

RECIPIENT SIGNATURE:

..... (seal)
Recipient

Print Name: