

Membership Agreement

This Membership Agreement, hereinafter referred to as the "Agreement," is entered into and made effective as of **January 18, 2022**, by and between the following parties:

Empower The People (the "Association"), a private membership, offering benefits and privileges (the "Membership Benefits") and contactable at the following address:

Mailbox 2222,
Apex House, Thomas Street
Trethomas , Caerphilly
CF83 8DP
England

Website: empowerthepeople.earth
Email: admin@empowerthepeople.earth

and

All current and future members of the Association, specifically here the following member: **NAME HERE** (the "Member"), a living, breathing, sentient being at the following address:

ADDRESS HERE
[POSTCODE]

Email: HERE

The Association and Member may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Association is designed for the following purpose, elaborated on more fully below:

- a) The creation of a private society that operates in equity jurisdiction, made up of the inhabitants, who are the people, and who live on the landmass known as England, Wales, Northern Ireland, and Scotland or any other landmass that makes up the earth.
- b) The facilitation of a private society who can become fully empowered and educated and cognisant of their private status and of equity and can manage their own private affairs.

- c) The facilitation of private society that can support and encourage its members in all agreed community endeavours, relating to community infrastructure, education, asset protection, food security, natural healthcare provision, and financial freedom.
- d) The provision of education, support, and asset protection solutions known as “privileges” or “benefits” to its members.

WHEREAS the Member would like to join the Association and acknowledges and agrees to be bound by the terms of use listed herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do agree as follows:

Article 1 – MEMBERSHIP AGREEMENT:

This Agreement forms a binding agreement between the Member and the Association and governs the Member's access and use of the Association's solutions (the "Membership Benefits"). This Agreement also covers the Association's provision of the Benefits.

Hereinafter, "you" and other third-person pronouns will refer to the Member.

By accessing or using any of the membership benefits, you agree to be bound and abide by the agreement and any amendments thereto. Read this agreement carefully before using any of the membership benefits, especially since this agreement may affect your legal and lawful rights such as requiring binding individual arbitration, and limiting your right to bring a lawsuit or claim or class action. If you do not agree to these terms, please immediately cease use of any of the membership benefits.

Article 2 - MEMBERSHIP:

Any man or woman of any age who satisfies the membership qualifications shall be eligible to be a member subject to:

- (a) the application being made in writing by submitting a signed and dated Membership Agreement and Personal Declaration made to the Secretary (via website) stating:
 - I. the members' name, address, and contact information.

- II. that the member has been given and has read a copy of these Rules and Ethos and supports the object(s) of the Association and agrees to be bound by the Rules and Terms of Use immediately upon admission to membership.
- III. the member's consent to the holding of relevant data for the purposes of the Data Protection Act 2018 as amended 2022.

The Executive Committee and or any of the Trustees reserve(s) the right to refuse any application where it is believed that such an application would create, or cause to be created, a conflict of interest or compromise the security, or integrity of the membership.

The Executive Committee, or any sub-committee to which the Executive Committee delegates such power, will decide all applications for membership.

Article 3 – MEMBERSHIP FEES AND SUBSCRIPTIONS:

On being admitted to the Association there is no fee to be paid for the first thirty (30) days which is considered a "Trial Period". After the Trial Period there is a nominal monthly administration fee ("Administration Fee") to fund the costs of maintaining the online platform and backend systems. The Administration Fee ceases to be payable when and if a paid Membership Subscription is selected.

The membership subscription is an ongoing monthly fee. The subscription fee can be paid annually in advance at a discounted amount or by other arrangement (instalments) agreed with the Executive Committee.

The future level of subscription and entrance fee may be changed by a resolution at any General Meeting passed by a majority of those present when the vote is taken.

A new member joining part way through a financial year, on an annual subscription, will pay a pro-rata subscription fee due for the remaining calendar month or year. Likewise, if a member leaves the membership, or is expelled for whatever reason(s), the subscription will be refunded on a pro-rated basis whether paid monthly or annually less any Bank / Payment Gateway Administration Fees.

Membership is automatically continued each month and/or year unless:

- (a) The member resigns, on or before a full calendar month is completed, or on or before the 12-month period has expired, in which case the member is under no obligation to pay any part of the subscription for a new month or year; or
- (b) The member is expelled or has had their membership revoked for whatever reason.

A member may resign at any time by notice in writing by post or by email to the Secretary. On receiving the notice, the Secretary will immediately remove that member from the Members' Register, which terminates membership.

The resigning member is not entitled to any return or rebate of subscription and remains liable for any unpaid subscription and any other sums due from him or her to the Association in relation to any Benefits, Privileges, or Educational Content accessed at discount where the full amount now becomes due.

Article 4 - MEMBERSHIP BENEFITS:

The Membership Benefits provided by the Association are as follows:

The provision of education, support, and asset protection solutions known as "privileges" or "benefits" to its members. Provided by way of educational webinars and training courses and facilitated services via an exclusive service provider.

The Membership Benefits will specifically include the ability and responsibility of the Association to deal with all requisite third parties.

Until a member is approved for membership, they are not entitled to any of the benefits or privileges of the Association.

Where a member has accessed membership Benefits and Privileges, courses or educational materials and content at discounted rates due to a paid membership subscription, that member will become liable to pay the full amount should they downgrade to a free membership, or have their membership revoked for any reason, within 12 months of accessing such.

Likewise, if a Member has purchased and accessed a privilege or benefit, and subsequently requests a refund, no refund shall be payable unless, in the opinion of most of the Trustees, EtP has failed to deliver the service/education promised. The Trustees reserve the right to make any such refund or part refund less Bank / Payment Gateway Administration Fees. In other words, the member agrees that the Trustees retain full discretion for issuing refunds.

Article 5 – MEMBERSHIP QUALIFICATION

Any man or woman who meets the following qualifications (the "membership qualifications") may be entitled to apply for membership subject to any further provisions in these Rules:

- (a) Must be over 18 years old
- (b) Must be prepared to study

- (c) Must have the intention to live in harmony and in peace with other private members of society
- (d) Must have made a personal declaration to the Association, to follow its rules and ethos.
- (e) Must agree and consent to receiving regular communications and notifications via email and must remain subscribed for the duration of membership.
- (f) Must attend at least one weekly member's meeting within every 6-month period (i.e. minimum of 2 meetings per year excluding AGM or SGM meetings).
- (g) Must not act, or behave, in a way which is believed to undermine the membership or pose a risk to the integrity and security of the EtP platform (including Intellectual Property), and or is believed to represent a threat to the members of the Association.

Article 6 – NATURE OF THE ASSOCIATION

The Association is a private membership that is maintained and operated exclusively in private and outside of any public realm. Anything outside of the membership is exclusively a charitable offering in keeping with our association.

The Member agrees to strive in good faith to maintain the private nature of the Association, its constitution, its members, and its collective efforts, by honoring and adhering, in good faith, to the terms of all agreements with the Association.

Article 7 – MANAGEMENT OF THE ASSOCIATION

Officers and their Duties

The Association has the following Officers, who are elected by the members for three-year terms:

- (a) Chairman - who chairs all General Meetings and all Executive Committee meetings when present.
- (b) Secretary - who is responsible for the keeping of all books and records of the Association, including the Members' Register (containing the name and address of every member and such other contact details as the member supplies) and the taking of minutes of all General Meetings and Executive Committee meetings.

- (c) Treasurer - who ensures that the financial affairs of the Association are kept in good order and that annual accounts and a financial report are submitted to the Executive Committee for it to place before the members at the Annual General Meeting.

Executive Committee

The day-to-day running of the Association is under the control of the Executive Committee which consists of:

- (a) The 3 Officers of the Association
- (b) No more than 4 other members of the Association, elected for one year
- (c) No more than 4 other members of the Association, co-opted by the Executive Committee at any time for a period of no more than one year

A quorum for Executive Committee meetings is 3. The members present will elect a chair for that meeting whenever the Chairman is not present. The minutes of Executive Committee meetings will be made available to all Association members.

The Executive Committee has the following powers and responsibilities:

- (a) Supervision and direction of the day-to-day running of the Association.
- (b) Preparation and presentation to the Annual General Meeting of a written annual report on the Association and its activities (annexing the annual accounts and the Treasurer's financial report).

The Executive Committee may appoint a member to fill any casual vacancy on the Executive Committee until the next annual general meeting. Any member so appointed must retire at the next annual general meeting but may be elected as a member of the Executive Committee at that meeting.

Financial Year and Reporting

The Association's financial year runs to the 31 December. An income and expenditure account must be made for that year and the balance sheet struck at that date.

An external accountancy firm has been selected by the Executive Committee as Auditors for one-year terms to audit the annual accounts.

Re-election

Members are eligible for re-election for further terms as Officers or members of the Executive Committee for a maximum of 3 consecutive terms and shall serve no more than 4 terms in total in any specific role.

Association Meetings

Annual General Meeting: An annual general meeting of all members must be held in April each year (or, failing that, as soon as possible thereafter) and called by the Secretary on 14 days' written notice to the members by post or by email stating the date, time and place of the meeting, and the business to be conducted. The business will include:

- (a) presentation and summary explanation by the Treasurer of (a) the Association's annual accounts for the financial year last ended and (b) a budget for the Association's current financial year for approval of the members (if they so decide);
- (b) consideration of the Executive Committee's annual report;
- (c) election of Officers, members of the Executive Committee and Auditors; and
- (d) such resolutions as are stated in the notice of the meeting.

Special General Meeting: at any time, the Executive Committee or any 2 members may by a joint written notice request by post or by email the Secretary to call a meeting of members and the Secretary must then call a Special General Meeting on no less than 21 days' written notice by post or by email to all members stating the date, time and place of the meeting, and the business to be conducted. The Trustees reserve the right to call an SGM with less than 7 days' notice where there is an urgent requirement to do so.

The quorum for the Annual General Meeting and any Special General Meeting is 3.

The voting members present elect a chair for any general meeting whenever the Association Chair is not present.

Minutes of the General Meetings must be taken and made available to all members.

Resolutions and Voting

Members who have opted to remain on an unpaid Members Subscription do not have any voting rights. Members must be a fully subscribed member (i.e. on a paid plan), for at least 6 months before qualifying to vote.

Resolutions and other decisions at all General Meetings, Executive Committee or any sub-committee meetings are passed and made if so voted by a Majority of those members present at that meeting and voting when the vote is taken. A Majority is defined as 51% of the voting members present at the Meeting.

Voting may at the discretion of the Chair be undertaken by show of hands, by ballot or by show of hands followed by ballot.

Proxies are allowed upon written notice by post or by email. Any member wishing to vote by proxy must inform the Secretary prior to the appropriate meeting, stating their name, and the name of the member to vote on their behalf in the forthcoming meeting.

Article 8 - TERMINATION:

The Officers, by their own discretion, reserve the right to remove and/or expel any member believed to be a threat to the security and/or integrity of the Association or its membership without invoking the Disciplinary Procedures. Any member acting, or behaving, in a way which is in serious breach of the Rules, and/or is believed to undermine the membership Rules, Intellectual Property, and/or is believed to represent a threat to the members of the Association, at the sole discretion of the Officers, will have their membership and access terminated, with immediate effect and without notice.

The Officers retain full discretion to terminate memberships; however, the Founding Trustee has the power to overrule any decision made by the Officers where it may not be deemed to be in the best interest of the Association.

Access to Unpaid Memberships (including those where the monthly Administration Fee is paid), may be suspended by any of the Trustees, or any Executive Committee where a lack of engagement with the platform / Association has occurred for more than six months.

Article 9 - LIMITED LICENSE:

The Member acknowledges and agrees that the Association's name, Benefits, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Association or its affiliates, licensors, or suppliers.

The Member acknowledges and agrees that the source and object code of certain Membership Benefits and the format, directories, queries, algorithms, structure, and the Association of the same are the intellectual property, proprietary, and confidential information of the Association and its affiliates, licensors, and suppliers.

The Member expressly agrees not to do anything inconsistent with the Association's ownership of the intellectual property discussed herein. The Member further agrees that there are no rights, title, or interest in or to any Membership Benefits, except as stated in this Agreement.

In addition, except as expressly set forth in this Agreement, Member is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of the Association or any third party.

For any Membership Benefits which enable you to use any software, content, equipment or other physical or non-physical materials owned or licensed by us, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific Membership Benefits, and any related software, content, equipment, or other materials for your personal, private, non-commercial use only.

Article 10 - RESTRICTIONS:

In accordance with the Terms of Use, you are prohibited from, and expressly agree that you will not:

- a) circumvent or disable any content protection system or digital rights management technology used with any Membership Benefits;
- b) decompile, reverse engineer, disassemble or otherwise reduce any Membership Benefits to a human-readable form;
- c) remove identification, copyright, or other proprietary notices in or on the Membership Benefits;
- d) access or use any Membership Benefits in an unlawful or unauthorised manner, or in a manner that suggests an association with our content, benefits or brands, unless you have an executed agreement with us that allows for such activity;
- e) use, alter, copy, modify, store, sell, reproduce, distribute, republish, download, publicly perform, display, post, transmit, create derivative works of, or exploit any Membership Benefits or any part thereof, except as expressly authorised in this Agreement or as part of the Membership Benefits provided to you;
- f) introduce a virus or other harmful component, or otherwise tamper with, impair, or damage any Membership Benefits or connected network, or interfere with any person or entity's use or enjoyment of any of the Membership Benefits;

- g) access, monitor, or copy any element of the Membership Benefits using a robot, spider, scraper or other automated means or manual process without our express written permission; or
- h) sell, resell, or make commercial use of the Membership Benefits, unless you have an executed agreement with us that expressly allows for such activity.

Article 11 - THIRD PARTY SERVICES:

Certain Memberships Benefits may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("Third-Party Services"). We do not control any Third-Party Services. We additionally make no claim or representation regarding the third-party services and accept no responsibility for, the quality, content, nature, or reliability of Third-Party services accessible from our websites, application, software, or any other element of the Membership Benefits.

There is no implied affiliation, endorsement, or adoption by the Association of these Third-Party Services, and we shall not be responsible for any content provided on or through these Third-Party Services.

Article 12 - MEMBER CONSENTS:

The Member agrees to hold the Association, its owners, affiliates, and representatives, harmless from any damage, whether tangible or intangible, that may happen to the Member while participating in the Membership Benefits.

The Member agrees that the Association offers its membership program with no guarantee of results of any kind. The Member agrees that any results that occur during their membership, whether positive or negative, are the effects of the Member's own personal choices.

The Member agrees and verifies that all the information they have given the Association and its representatives is accurate, up to date, and without the omission of any requested information.

The Member agrees and verifies that even if they have omitted any necessary personal information, whether knowingly or unknowingly, they will hold the Association harmless against all liability for any damages that may occur to the Member or others because of the Member's actions or inaction.

The Member agrees to notify the Association of any changes or upcoming changes concerning their personal information.

Article 13 - ASSUMPTION OF RISK:

The Member agrees and understands that their participation in the Membership Benefits may involve risks. These risks may lead to tangible or intangible harm, and the Member agrees that these risks may result not only from their own actions but also from the actions of others. With the knowledge and understanding of these risks, the Member chooses, of their own will and volition, to continue participating in the Membership Benefits.

Article 14 - INDEMNIFICATION:

The Member agrees to defend and indemnify the Association and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable legal fees, which may arise from or relate to the Member's use or misuse of the activities, the Member's breach of this Agreement, or the Member's conduct or actions. The Member agrees that the Association shall be able to select its own legal counsel and may participate in its own defense, if so desired.

Article 15 – LAWFUL DISCLAIMER

Everything within this Agreement and all other Association material's is written and spoken in plain and simple English.

The Association does not engage in any financial or legal services and its Membership Benefits are not intended to be legal, tax, litigation, estate planning, accounting, banking or other similar professional or expert advice. Its benefits and privileges are for informational and educational purposes only.

All benefits, including downloadable material such as audio, visual, or written format is for personal entertainment and individual private education.

Use of the Membership Benefits, including but not limited to, downloads, recording, copying of any kind from the website without express permission from the Association is expressly forbidden. The Association reserves all rights.

Article 16 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Member and the Association with respect to any and all use of the activities and facilities. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the Parties' relationship.

Article 17 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 18 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

Article 19 - SEVERABILITY:

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

Article 20 - DISPUTE RESOLUTION:

The Association's protocol of handling any disputes is to be in house with the Association directly in line with its procedures and protocols for such (the "Disciplinary Regulations" and the "Grievance Regulations"), as annexed to this Agreement.

Any disputes, grievances or disciplinary will be dealt with without resorting to public or pseudo-public courts, administrative bodies, or other public forums. Resolution shall be limited to the following:

- a) Any member who is in serious or persistent breach of these Rules or who otherwise acts in a way which in the opinion of the Executive Committee is seriously or persistently inappropriate for a member of this Association may be disciplined as set out in the Disciplinary Regulations in Annex 1.
- b) Any member who is aggrieved by anything the Association or its members have instigated or actioned, the Association may investigate and deal with the matter as set out in the Grievance Regulations in Annex 1.

As part of the Resolution protocol, the 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.

Article 21 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of Natural Laws, equity, and common law, without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction of the laws of Equity.

Where no remedy is found within the context of an Equitable Jurisdiction, or by using Private Administrative Law, the Trustees reserve all rights under this constitution and its construction and effect shall be subject to the jurisdiction of the courts, and construed according to the laws, of England and Wales.

Article 22 - NOTICES:

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other.

Any notice required or allowed to be given to any member under the Rules is validly given if:

- (a) sent by post to that member's address in the Member's Register (in which case it is deemed given to the member 2 days after posting); or
- (b) given to him personally; or
- (c) sent by email to that member's email address in the Members' Register.

Any notice required or allowed to be given by any member to the Secretary under these Rules is validly given if sent by post or email to the Secretary at the postal or email address most recently notified to members by the Secretary. It is deemed given when received at that address or email.

Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Article.


Article 23 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

Member Signature

Member Name



Simone Marshall, Treasurer
On behalf of Empower the People

Annex 1

Disciplinary & Grievance Committee

1. Any member who is in serious or persistent breach of the Rules or who otherwise acts in a way which in the opinion of the Executive Committee is seriously or persistently inappropriate for a member of the Association may be required by the Executive Committee to attend for a hearing before it to explain his or her conduct.
2. Any member who has a serious concern or grievance relating to a breach of the Rules or the conduct of another member, that acts contrary to the Rules and/or the ethos and/or the objectives of the Association may be required by the Executive Committee to attend for a hearing before it to present the concerns and/or grievances to be dealt with.
3. The Secretary will notify the member in writing at least 14 days before the hearing of:
 - (i) the date, time, and place of the hearing.
 - (ii) the conduct alleged to:
 - a. be a serious or persistent breach of the Rules, specifying which rule or rules; or
 - b. be seriously or persistently inappropriate for a member of the Association; or
 - (iii) the grievances that allege to:
 - a. be a serious or persistent breach of the Rules, Ethos and / or Association objectives, specifying which rule or rules; or
 - b. be seriously or persistently inappropriate for a member of the Association
 - (iv) the available penalty or penalties, or correct course of action required.
4. For disciplinary, the member may respond in writing to the Executive Committee and will also in any case be given a fair opportunity at the oral hearing to refute, explain or excuse his conduct and to say why he or she should not be penalised or what penalty is appropriate for any proven allegation.
5. For grievances, the member may put forward in writing to the Executive Committee all evidence and witness statements for the Executive Committee to consider. The matter will be dealt with in a fair and transparent manner.

6. The procedure to be adopted for the oral hearing will be entirely at the discretion of the Executive Committee.
7. For Disciplinary, the member does not have any right to be represented at the oral hearing (by a lawyer or otherwise) but it will be at the discretion of the Executive Committee as to whether the member is allowed to have such representation.
8. There will be no oral hearing in any matter if either:
 - i) the member waives his or her right to an oral hearing or
 - ii) the Executive Committee resolves, and writes to the member stating, that it is not considering suspension or expulsion and that consequently in the circumstances an oral hearing is not proportionate.
9. If the Executive Committee finds any allegation to be proven on the facts it may:
 - i) impose a fine of not more than £50;
 - ii) suspend the member from some or all rights and/or benefits of membership for a period or periods determined by the Executive Committee, with or without conditions; or
 - iii) expel the member with immediate effect.
10. The decision as to whether any allegation is established, and the appropriate penalty must be made and notified to the member on the day the hearing is concluded or the following day. The decision must also be made known to the other members by noticeboard or newsletter within a reasonable time following the decision.

Appeal Committee

11. A member who is expelled or suspended from any rights or benefits of membership for a period of longer than 1 month has the right to appeal against the decision by written notice to the Secretary within 14 days of receiving the decision of the Executive Committee. The notice must state the reasons why the decision should be set aside or varied, either on the finding of proof of any allegation or the penalty or both. There is no right of appeal where any other action has been taken.
12. The Appeal Committee will be constituted of 3 members appointed by the Executive Committee including at least one person who sits on the Executive Committee.
13. The Secretary will notify the member in writing at least 14 days before the oral hearing stating the date, time, and place at which the hearing will be conducted by the

Appeal Committee. The member will be given a fair opportunity at the oral hearing to explain why the Disciplinary Committee decision should be set aside or varied.

14. The procedure to be adopted for the oral hearing will be entirely at the discretion of the Appeal Committee.
15. The member does not have any right to be represented at the oral hearing (by a lawyer or otherwise) but it will be at the discretion of the Appeal Committee as to whether the member is allowed to have such representation.
16. The Appeal Committee may set aside the decision of the Disciplinary Committee if it is satisfied that the decision was unreasonable or otherwise unfair, or if the proceedings leading to the decision were either unreasonable, unfair, or prejudicial to the member. The Appeal Committee must not consider new evidence which was not put before the Disciplinary Committee unless it is satisfied that there are good reasons why that evidence was not put before the Disciplinary Committee and for allowing the new evidence to be considered.
17. If the Appeal Committee does set aside or vary the decision of the Disciplinary Committee, it may:
 - i) impose a fine of not more than £50;
 - ii) suspend the member from some or all rights and/or benefits of membership for a period or periods determined by the Executive Committee, with or without conditions; or
 - iii) expel the member with immediate effect.
18. The decision of the Appeal Committee must be made and notified to the member on the day the hearing is concluded or the following day. The decision must also be made known to the other members by noticeboard or newsletter within a reasonable time following the decision.
19. There is no further appeal to a decision of the Appeal Committee.