# Golden Ray

# **Membership Agreement**

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

This Independent Contractor Agreement (the "Agreement") is made and entered between an independent contractor, hereafter referred to as "Member", and Golden Ray LLC, a Limited Liability Company with a primary office located at 4002 Hwy 78, Suite 530-321, Snellville, 30039, hereafter referred to as "Golden", "GOLDEN" or "Company". Upon acceptance by both parties, this agreement replaces any existing Independent Contractor agreement between the parties for all future business.

GOLDEN, upon verification and deposit of \$25 application fee through the online order form and at the sole discretion of GOLDEN, will activate your process for a Membership. Unapproved applications will be refunded.

#### Member dues are as follows:

Membership is \$1000 lifetime deducted from your first disbursement. Memberships are per individual, thus a spouse or adult children (18+) will also need a membership to enjoy all the benefits of GOLDEN.

#### Club benefits:

- ♦ Your membership in GOLDEN 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 award programs and all future programs.
- Member has access to these programs for the duration of their membership beginning from the date of acceptance by GOLDEN of this agreement.
- ♦ Membership will remain active while member is in good standing (see 'III AGREEMENT' below).
- Membership applies to an individual only (each spouse or adult child of legal age must acquire their own membership).
- Current and upcoming programs include but are not limited to: mortgages, credit cards, student loans, car loans, IRS, CRA, or others as added, removed or adjusted at the discretion of GOLDEN.
- Members are required to complete GOLDEN 'Education Program' as updated on the site.

All programs are the member's processes until assigned to GOLDEN 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 GOLDEN, they are held and controlled by GOLDEN for the life of the process. Member's Agreement is accepted only after review of your "Membership Application" by GOLDEN and your receipt of an email confirmation with your Member Number.

**Memberships are not transferable and have no refund value**. Upon funding of your first Award your \$1000 lifetime membership will be deducted from your disbursement.

## I. RULES OF DISBURSEMENT

- 1. GOLDEN members may acquire as many award programs as they have qualifying current or prior bank loans since 1933 and IRS or CRA claims. GOLDEN reserves the right to require validation of all claims.
- 2. **Special Award Rates**: GOLDEN members may use the chart below to estimate the value of each type of claim. Member is allowed up to 5 claims each for Mortgages, Credit Card, Auto Loans and Student Loans. There is 1 claim allowed for your lifetime IRS and CRA claims.

Claim Type	1 Claim	2 Claims	3 Claims	4 Claims	5 Claims
Mortgage	\$375,000	\$750,000	\$1,125,000	\$1,500,000	\$1,875,000
Credit Card	\$150,000	\$300,000	\$450,000	\$600,000	\$750,000
Auto Loan	\$150,000	\$300,000	\$450,000	\$600,000	\$750,000
Student Loan	\$200,000	\$400,000	\$600,000	\$800,000	\$1,000,000
IRS/CRA Lifetime	\$375,000	n/a	n/a	n/a	n/a
Total Examples	\$1,250,000	\$1,750,000	\$2,625,000	\$3,500,000	\$4,375,000

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

The membership application payment date shall be the date upon which your membership will begin. Please review new offerings at <a href="https://www.golden-ray.org">www.golden-ray.org</a>.

**CONTRACTURAL SHARING:** GOLDEN does **not** condone contractual sharing of member's payment distributions with any referring parties other than sanctioned ambassadors of GOLDEN. Should the member have contracted with any other 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 Award from the GOLDEN program:

- ♦ Your agreement with GOLDEN will be null and void.
- ◆ All monies paid for programs, dues or services will **not** be refunded to member.
- No further disbursements will be made to member.
- All third parties involved in the contractual sharing will be excluded from GOLDEN 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 GOLDEN, you are acknowledging all these terms and conditions.

#### II. NON-DISCLOSURE/NON-COMPETE

## Recitals

- A. "GOLDEN" wishes to provide "Member" certain educational information pertaining to debt awards including, but not limited to: mortgages, credit card, car loans, student loans, IRS, CRA and other programs as available. 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. "GOLDEN" 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. GOLDEN desires to protect those parts from unauthorized disclosure or use (such confidential trade secret parts being hereafter collectively referred to as "Information").
- C. "GOLDEN" is willing to disclose "Information" to "Member" on the terms and conditions set forth herein.
- D. "Member" agrees not to compete with "GOLDEN" or disclose "Information" per the terms and condition set forth herein.

# **III. AGREEMENTS**

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

- 1. "Member" shall:
  - a. (1) Not disclose "Information" of "GOLDEN" 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 "GOLDEN" by utilizing "GOLDEN" processes for their own use or to sell such educational processes to any third party without the express written permission of "GOLDEN";
  - d. Upon any termination, within fifteen (15) days following request of "GOLDEN", return to "GOLDEN" 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. 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. <u>Disclosure</u>. This agreement imposes no obligation on "Member" with respect to any portion of the "Information" received from "GOLDEN" 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 "GOLDEN" to a third party without a duty of confidentiality on the third party.
- 3. <u>Confidentiality</u>. "CONFIDENTIAL" includes, but is not limited to all written and verbal communication provided to "Member" by any means.
- 4. <u>Property</u>. The "Information" shall remain the sole property of "GOLDEN". "GOLDEN" 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, "GOLDEN" 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. "GOLDEN" 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. <u>Breach</u>. In the event of a member breach or threatened breach or intended breach of this Agreement by "Member", "GOLDEN" may proceed with termination of the membership as outlined in <u>Breach</u> and <u>Termination</u> below.
- 6. <u>License</u>. "Member" will not export, directly or indirectly, any technical data acquired from "GOLDEN" 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 "GOLDEN".
- 7. <u>Rights</u>. 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 GOLDEN, the assignee, its successors and assigns, all award claims they process on my behalf together with the property descriptions and property 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 claim.
- 8. <u>Entrapment</u>. Member agrees to disclose in writing to GOLDEN 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.
- 9. <u>Relationship of Parties</u>. 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.
- 10. <u>Free Will</u>. Member is participating in this educational process and any subsequent educational process, solely on their own behalf and of their own free will.
- 11. <u>Indemnification</u>. The Member agrees to indemnify and hold harmless GOLDEN and its parents 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 GOLDEN. "GOLDEN" agrees to operate in good faith and put forth a best effort to monetize each Golden Remedy (GR). All processes/programs and/or services are provided to member on a best efforts basis. GOLDEN 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 GOLDEN and accurately depict the agreement between GOLDEN and member and to maximize the award processes of the Member and GOLDEN.

"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 "GOLDEN" et al.

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

"Successor" is defined as any one natural person claiming a lawful interest in "GOLDEN" benefits of a deceased or permanently incapacitated "GOLDEN 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 "GOLDEN" agreements and documentation.

"Benefits" are defined as any existing programs, processes and Golden Remedy's 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. "GOLDEN" will only recognize designated "Successor" as set forth in "Member's" most current, existing Letter of Wishes on file with "GOLDEN". At the time of presentment, "Successor" must provide all information and documentation required as outlined in GOLDEN SUCCESSOR INSTRUCTIONS IN THE CASE OF DEATH OR PERMANENT INCAPACITY OF GOLDEN MEMBER.

"Successor" must become a "Member" of "GOLDEN" 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 "GOLDEN" Membership. Should my "Successor" choose not to accept my Letter of Wishes and "GOLDEN" agreements, with all benefits and responsibilities, the proceeds and control of my membership and all related benefits and assets will default to "GOLDEN" for their discretionary use.

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

13. <u>Breach Defined</u>. 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.

14. 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 common 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.

15. <u>Termination</u>. Either party may terminate this agreement. GOLDEN may terminate any membership do to any violations of this agreement including a breach of or threatened breach of this contract.

<u>Termination without cause</u>: Should Contractor elect to end their Member status, they will be paid for all commissions and submitted paid programs up to their resignation date provided they are in good standing as defined in Breach above.

<u>Termination with cause</u>: 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-DISCLUSURE/NON-COMPETE, disputes and privacy will survive termination of this agreement.

- 16. <u>Entire Agreement</u>. 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.
- 17. <u>Disputes</u>. In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to a common law Arbitration Association or alternate service by agreement of the parties. Common law 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 GOLDEN business offices for 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 common law.

Each party shall be responsible for its share of the arbitration fees in accordance with the decision of the 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 reasonable common law court fees 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.

- 18. <u>Power or Attorney</u>. This agreement shall also serve as a Power of Attorney from the Member to GOLDEN to execute any and all documents necessary to obtain and monetize Member GR processes.
- 19. <u>Previous Agreements</u>. 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 GOLDEN 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 "GOLDEN" shall survive termination of this Agreement.

By accepting your membership with GOLDEN, 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.

- 20. <u>Severability.</u> 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.
- 21. <u>Construction</u>. 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.
- 22. <u>Non-waiver</u>. 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.
- 23. <u>Disclaimer</u>. GOLDEN does not provide nor is it responsible for providing tax, legal, accounting or financial advice. GOLDEN 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 GOLDEN by drafting this document.
- 24. 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 GOLDEN 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.

Golden Ray LLC 4002 Hwy 78 530-321 Snellville, GA 30039 USA