

# AFFIRMATION OF MEMBERSHIP

## General

**Formation of Association:** When two or more members agree, they create an Unincorporated Members Association (UMA) where all members are equal in rights, aiming for unity. The Founding Members, acting on behalf of the Association, can establish a new social contract with new members.

**Agreed Terms for Service:** The member acknowledges that specific terms and conditions apply to services provided by other members under this Agreement. The agreement starts upon acknowledgment and continues for a mutually agreed period. It remains in effect until the member decides to leave or the Association Secretary terminates membership based on Association bylaws.

### Member's Contractual Obligations:

The member agrees to uphold the obligations set by the Founding Members and the Association.

### Types of Services and Purposes:

The services provided support the main project purpose of the not-for-profit community service association in their quest to deliver wholistic modalities for the purpose of members achieving and maintaining their energetic health and wellbeing. These services may include:

1. Availing oneself to the therapies available exclusively to members, including but not limited to
  - frequency modalities such as the Enhanced Energy System,
  - natural therapies such as colonics, spinal flow
  - analysis services such as live blood analysis
  - neurological services such as neuro linguistic programming
  - other services as yet undefined
2. Serving on a panel to determine how excess funds of the Association may be spent in alignment with the main purpose of the Association and its ancillary projects
3. Assisting in ancillary project delivery
4. Providing help, whether in a professional or non-professional capacity
5. Respecting other members' rights
6. Adhering to safety regulations
7. Following project-specific bylaws
8. Following guidance from senior Founding Members or qualified professionals
9. Treating fellow members, officials, and advisors with respect.

#### Compensation and Remuneration:

The member may receive compensation for their expenses while contributing time to community projects aligned with the Association's main goal.

#### Termination of Agreement:

If a member fails to deliver the necessary service for a project, either party can terminate this agreement. Termination can also occur when remuneration and expenses are resolved.

#### Work Scope and Positions:

The work carried out can include various functions, as long as they align with the Association's primary purpose, contribute to project delivery, and provide benefits accordingly.

#### Membership Fee:

The membership fee of \$20 is due upon registration and lodgement of this form.

As per the Affirmation of Membership, the Founding Member(s) accept the new member into the Association based upon their agreement to uphold the spirit of the bylaws set within this document.

Autograph of New Member:

Date Autographed:

Autograph of Founding Member:

Date Autographed:

# NEW MEMBER AGREEMENT

*You will be asked to read, sign and acknowledge that you have read and understand the terms of membership. You will be required to print off a copy of the Affirmation of Membership, sign and bring to your first session. Your \$20 annual membership fee must be paid prior to your accessing the Director of Services and your first session.*

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This agreement is made between a Founding Member and a new member of an Unincorporated Members Association (UMA). The agreement is governed by the Member Agreement and is independent of any public statutes, acts, codes, regulations, political parties or government regulations.

The UMA operates in the private realm, and its guidelines are defined by the Articles of Association and any Terms and Conditions and Bylaws, which outline the shared social agreement and equal rights of all members within the Association.

## TERMS AND CONDITIONS

Following are the terms and conditions that outline the membership criteria and regulations for the Unincorporated Members Association (UMA).

## THE LAWS OF NATURE – THE CREATOR’S LAW

The philosophical foundation and guiding principles of the Unincorporated Members Association (UMA) prioritises natural laws, moral values, and respect for others as the foundation of the UMA. It emphasises a holistic approach to living and interacting within the association's framework.

**Basis of Association:** The UMA operates **without** public statutes, codes, regulations, or acts established by human institutions. Instead, its members adhere to what is referred to as the "Laws of Nature" or the "Creator’s Law."

**Core Tenet:** The fundamental principle of the UMA is to treat others as one would wish to be treated, embodying the idea of "Love thy neighbour as thyself." This principle emphasises respect, empathy, and care for one another.

**Laws of Nature:** Members recognise the existence of immutable Laws of Nature—universal principles that govern various phenomena, such as day and night, heat and cold, and the force of gravity. These laws are inescapable and must be followed.

**Laws of God:** The UMA acknowledges the presence of spiritual and moral laws that guide human behaviour, relationships, and ethical living. These laws are considered as valid and impactful in the realm of human interactions as the Laws of Nature are in the natural world.

**Laws of the Land:** The UMA defines its own set of laws/lores/rules that are specifically tailored to the association itself. These laws/lores/rules are created by the community to protect the rights of all

members. Each member possesses individual rights to the benefits provided by the UMA and has the responsibility to avoid causing harm or loss to others. Violating these rights is seen as a trespass, and any harm caused shall lead to a claim for remedy.

## MEMBERSHIP

**Membership Benefits and Privileges:** All members of the Association are entitled to enjoy the benefits and privileges associated with their membership, as long as they maintain good standing. Good standing implies adhering to the Association's bylaws and the terms specified in the Member Agreement.

**Membership Extension to Family Members:** Family members who are below the age of eighteen (18) years are eligible to be covered under their mother/father's membership. However, upon reaching the age of 18, they must either become individual members by agreeing to their own terms or choose to resign from the Association.

**Termination of Membership for Breach:** Members acknowledge that any conduct that constitutes a significant breach of the Association's bylaws, principles, and terms can lead to an immediate termination of their membership. The determination of whether a breach has occurred and the subsequent decision to terminate membership rests solely with the Association.

**Association's Right to Terminate:** The Association reserves the exclusive right to assess whether a breach of the bylaws and terms has occurred, and subsequently, to terminate membership if warranted. The decision is made at the Association's discretion.

**No Waiver through Inaction:** Any actions taken or not taken by the Association do not imply a waiver of its rights and responsibilities, especially those pertaining to the enforcement of the terms outlined in this provision. The Association retains the ability to exercise its rights at any given time.

These terms and conditions serve as a guideline for the membership requirements and regulations within the Unincorporated Members Association.

**Automatic Membership upon Fulfillment of Requirements:** Any individual member or representative of a member entity who meets the necessary requirements and is officially admitted as a member will be considered a member of the Association by default. This membership status is assumed unless the member explicitly communicates in writing to the Founding Member or Assembly of Members that they do not wish to be a part of the Association.

**Unlimited Number of Members:** There is no set limit to the number of members that can be part of the Association. Membership slots are not restricted or capped, allowing for an open and potentially expanding membership base.

### Record of Members

The Association is responsible for maintaining a comprehensive Record that contains essential information about each member. This record will include the following details:

1. **Member Information:** The member's full name, residential address, phone number, and email address will be recorded for contact and communication purposes.
2. **Additional Relevant Details:** In addition to basic contact information, the Record will also include any other pertinent information, such as:
  - **Date of Admission:** The date on which the member was officially admitted to the Association.
  - **Fee paid:** The fee and date paid.
  - **Resignation Date:** If applicable, the date on which a member formally resigned from the Association.
  - **Termination Date:** If a member's membership was terminated, the date of termination will be documented.
  - **Reinstatement Date:** If a terminated member is reinstated, the date of reinstatement will be noted.
  - **Date of Death:** If a member passes away, the date of their death will be recorded.
  - **Membership Renewal Dates:** Information about when each member's membership needs to be renewed will be included.

This **Record of Members** serves as an organized repository of important details regarding each member's association with the organization.

### Product and Service Offerings

Members of the UMA specialising in natural and traditional therapies are welcome to present proposals for their products and services to be included as exclusive member benefits.

The procedure is:

1. The member must submit a written request to the Assembly of Members to present information
2. Upon request acceptance, a date will be set to present the proposal
3. The Assembly of Members will hear and consider the proposal; if necessary requesting further documentation to support any information provided regarding your product or service
4. A written decision shall be returned to the member within four weeks of final consideration of all information submitted in the proposal.

### Resignation

A member of the Association has the option to resign from their membership whenever they choose.

The process for resignation involves sending a written notice of resignation to the Assembly of Members. This written notice formally informs the Assembly of the member's decision to leave the Association. The requirement for written communication ensures clarity and documentation of the member's intent to resign.

### Termination

The termination of membership, potential re-admission, and the associated processes:

**Immediate Termination of Membership:** If a member's conduct leads to their membership being terminated, this termination takes effect immediately upon decision. The member's interaction with the Association ceases as of the termination date.

**Notification of Termination:** The Association is required to inform the member of their termination in writing within one week of the termination decision. This written notice ensures that the member is aware of the termination and the reasons behind it.

**Opportunity for Explanation and Re-admission Request:** The terminated member has the option to request and attend a meeting with the Assembly of Members. During this meeting, they may provide their perspective on the behaviour that led to their termination and request re-admission to the Association. This provides an opportunity for the member to clarify their side of the situation.

**Board's Re-admission Decision:** After considering the statements made by the terminated member and evaluating the situation, the Assembly of Members will make a decision regarding the possibility of re-admitting the member to the Association.

**Appeal Process:** If the Assembly's decision regarding re-admission is not favourable to the terminated member, they have the right to appeal the decision. This appeal process allows the member to challenge the decision and present any additional information or arguments in their favour.

## INTERNAL DISPUTE RESOLUTION AND JURISDICTION

The Association has established procedures for resolving disputes internally, in alignment with the provisions outlined in the Agreement and Bylaws. The authority for resolving disputes lies exclusively within the Association itself. No external legal complaints or claims will be considered.

**Appeal Procedure for Unfair Assessment:** If a member feels that their matter has been evaluated unfairly and wishes to contest the decision, they have the option to initiate an appeal procedure.

**Constitution of the Appeal Board (Arbitrators):** To facilitate the appeal process, an Appeal Board is formed, comprising three individuals who are respected within the Association. These individuals are referred to as "Arbitrators." The composition of the Arbitrators is as follows:

1. **The party who feels aggrieved** by the decision appoints one Arbitrator.
2. **Arbitrator by the Assembly of Association:** The Assembly designates one Arbitrator.
3. **Jointly Agreed-Upon Arbitrator:** All involved parties jointly agree upon a third Arbitrator.

**Decision-Making and Finality:** All appeals brought before the Appeal Board are reviewed, and decisions rendered by the Board are considered final. Once the Appeal Board has made a decision, it is binding on all parties and concludes the appeal process.

## ARBITRATORS

**Impartiality of Arbitrators:** When appointing Arbitrators to the Appeal Board, it is imperative that they are impartial and free from any potential biases or prejudices that might influence their decision-making.

**Reasonable Grounds for Impartiality:** If there are reasonable grounds to believe that a potential Arbitrator might not be able to maintain impartiality, consider the matter without prejudice, or could potentially discriminate in their assessment, then that individual should not be selected as an Arbitrator for the specific case.

By maintaining this criterion for selecting Arbitrators, the Association ensures a fair and just appeals process that upholds the principles of neutrality and unbiased judgment within the internal jurisdiction of the Association.

## INDEMNITY

Indemnity, dispute resolution, and mutual defense within the context of the Association:

**Indemnity for Unintentional Harm:** Members of the Association commit to not holding the Association, including its founders, the Assembly, representatives, contractors and other members, liable for any unintentional harm that may occur during their membership, arising from their use of the Association's services, products, written work product or other membership benefits. This indemnity applies unless the harm is a result of the Association's gross negligence or intentional misconduct.

**Dispute Resolution Protocol:** Members explicitly and in good faith agree to abide by the Association's internal dispute resolution protocol for handling any disputes that may arise. **The jurisdiction for resolving these disputes is confined to the private realm of the Association**, without seeking recourse in public courts, tribunals, administrative bodies, or other public forums. The Association's internal dispute resolution mechanism holds full jurisdiction within its private scope.

**Mutual Defense and Indemnification:** Both parties—the member and the Association—agree to mutual defense and indemnification to each other. This means that each party will defend, indemnify, and hold the other party and its officers, the Assembly, representatives, agents, affiliates, and contractors harmless from any third-party claims, demands, liabilities, costs, and expenses. This includes covering reasonable legal fees and costs resulting from a material breach of duty, representation, or warranty under the Agreement.

### Jurisdiction

**Exclusive Authority within the UMA:** All decisions, control, and power to make choices reside solely within the Unincorporated Members Association (UMA). Laws, statutes, codes, guidelines, and administrative regulations **from the public domain**, as well as any representatives of those organisations, **do not apply within the UMA**. Simply, the UMA operates on its own terms and is not bound by external public rules and regulations. As such, members are **exempt** from external policies, rules and regulations.

## FEES

**Annual Fees and Due Date:** Members are required to pay annual membership fees upon registration and lodgement of their membership Affirmation. These fees are due on the anniversary of their admission into the Association. The fees shall be paid on the same date each year that corresponds to their admission date.

**Renewal Payment Deadline:** Members are expected to make their annual membership fee payment within one month of their admission anniversary. This timeframe ensures that the fees are settled in a timely manner.

**Consequence of Non-Payment:** If a member fails to pay their annual membership fee within two months from the due date, their membership will be invalidated. This means that after this two-month period, the membership with the Association will be terminated, and they will no longer be considered a member. As such they will cease to have access to the UMA facilities and benefits.

## USAGE OF WRITTEN WORK PRODUCT

Members are granted access to specific written work products provided by members of the UMA for products and services offered exclusively to members. It is crucial that members utilise these work products in their original form without making any amendments or additions that could potentially change the intended meaning or purpose of the material.

**Reasoning for Unaltered Usage:** The Association emphasises that altering the provided work product might affect its intended effectiveness or purpose. Therefore, members are advised to refrain from making any changes to ensure that the material retains its original value.

**Association's Non-Support for Unauthorized Usage:** The Association makes it clear that if a member uses the written work product in a way that goes against the stipulated terms in this provision, the Association will not offer support or assistance in such cases. Any such usage is undertaken solely at the member's own risk, without implicating the Association.

**Breach And Termination:** Unauthorized alterations, additions, or amendments to the written work product are considered a significant breach of the agreement. This breach provides grounds for the immediate termination of the member's membership.

## PRIVILEGES AND BENEFITS OF THE UNINCORPORATED MEMBER ASSOCIATION

**Immunity from suit** – All members shall have immunity from suit and public policy as a legal process, except in so far as a member has expressly waived their right to said immunity.

**Protection of premises and archives** - The Association's premises and archives shall be treated with utmost security and respect, and their protection is equivalent to the level of protection provided to official premises and archives. This level of security is extended to all members attending



at the premises while they go about their activities. All members shall have immunity from suit and public policy as a legal process.

**Immunity of property** – the Association shall have immunity in relation to its property and assets from search, requisition, confiscation, expropriation or any other form of interference.

**Exemption from taxes and rates** – the Association shall have exemption from taxes and rates on goods and services provided in their work.

**Privileges and benefits of office holders and contractors** – except where in any particular case immunity or privilege is waived by a member, all of the Assembly, Office Holders and contractors of the UMA shall have

1. Immunity from suit and legal process in respect of things done or omitted to be done by them in the course of their official duties;
2. Exemption from income tax in respect of compensation received for services in respect of their duties.

The Association is wholly exempt from any public or local tax, duty, rate, registration or fee by any state government, body corporates or public entities or persons; with the exception being if the Association should falter in its lawful activities in accordance with its own Terms & Conditions.

## IMMUNITY FROM PUBLIC CRIMINAL OR CIVIL LIABILITY

Following is a comprehensive framework to define the scope of immunity and protection for association members from various forms of liability, clarifying exceptions and limitations within the context of the Association's operations.

**Protection from Public Policy:** The members of the Association are **exempt** from the application of public policy regulations, and these regulations do not permit legal proceedings to be initiated against association members in their private capacity within the UMA.

### Limitations on Immunity:

1. The rules of the UMA do not affect the laws related to public policy, statutes, or legislation. They do not apply to matters within state jurisdiction or criminal proceedings.
2. The rules of the UMA **do not allow** legal actions in the public realm to be taken against individual members of the UMA for alleged wrongdoings that are related to the UMA's activities. However, these rules do not affect legal proceedings brought against Association members in relation to alleged wrongdoings in their public life outside of the UMA, that are not associated with the UMA. The Association's rules protect members from being held liable for things that are related to the Association's actions. The rules do not change how legal cases involving members in their public dealings are treated.
3. The rules do not impact public proceedings brought by UMA members that **do not** relate to the UMA.
4. UMA members are not held to a higher level of responsibility for the actions or mistakes of independent contractors hired by the Association compared to what an individual not associated with the UMA would be held to. In other words, the standard of liability for

UMA members regarding the actions of these contractors is no more stringent than it would be for a regular individual.

5. Members are generally not responsible if other men and women providing professional or private services or materials in connection with agreements under a social compact agreement make mistakes or fail to act. The only exception is if those men and women are considered acting on behalf of the UMA members at that moment. In that case, UMA members might be held responsible.
6. Agents of local authorities, governments or any other statutory organisation or entity who infiltrate the UMA for the purpose of investigating and furthering prosecution of the UMA or their membership, are not offered any form of indemnity from remedy sought by the UMA, or other remedy sought in the public realm.
7. The rules do not interfere with any existing or future bylaws that grant exemption from liability to association members, officers, or staff. They also do not affect the powers, authority, or liabilities under such bylaws.
8. The rules do not affect the right of UMA members to control or intervene in proceedings that affect their rights, property, or profits.
9. The rules do not affect any liability imposed on the Founders, Assembly or members of the UMA's Bank Account.

**Ownership and Liability:** If members of the UMA gain ownership of property through laws that work independently of the UMA's rules or members' intentions, those members will not automatically be held responsible for any legal claims related to that property. However, this does not affect their responsibilities under this specific bylaw for any period after they or anyone representing them takes control of the property or starts using it. In those cases, they could still be liable under this bylaw.

## DISCLAIMER

Nothing in this Agreement shall be construed as a contract for legal or professional services or advice regarding:

1. Enhanced Energy Systems and other frequency therapies, natural and traditional therapies including but not limited to spiritual, mental, physical and psychological treatments offered exclusively to members of the Association.
2. Written or oral information, regarding products and services offered, protection of assets, minimising statutory responsibilities and options for personal freedoms.

**Member Responsibility for Review and Decisions:** **It is the member's sole responsibility** to carefully examine and consider the terms of this Agreement, along with any written materials or services provided under this Agreement's terms before joining the UMA and deciding to use any product or service for their own needs or unique situation. **This decision is their exclusive responsibility.**

**Considering Professional Advice:** Members have the option to seek advice from professionals of their choosing, at their own expense, before making decisions.

**Holding Association Harmless:** Members agree that their choices are their own responsibility, with full accountability for such. If they make decisions based on their own judgment and suffer any consequences, they **shall not** hold the association accountable for those outcomes.

The New Member agrees they have read and understand the Membership Agreement and are bound by it; and the Founding Member(s) accept the new member into the Association based upon their agreement to uphold the spirit of the bylaws set within this document.

Autograph of New Member:

Date Autographed:

Autograph of Founding Member:

Date Autographed:

## Personal Affirmation

I, ..... of sound mind, willingly and in good faith, with the ability to enter into contracts, hereby choose to become a member of the Association. I commit to paying the appropriate membership fee.

I **acknowledge and accept** the terms of the Association's New Member Agreement, along with any attached addendums and bylaws that are approved through resolutions as they benefit both me individually and the collective membership. I also agree to comply with future bylaws that may be necessary as the Association evolves.

**Non-Disclosure Agreement (NDA):** I acknowledge that any confidential information I acquire or learn, as defined by the New Member Agreement and bylaws, must be kept confidential. This includes all information of a proprietary nature provided exclusively to members of the Association.

**I confirm that I understand that I cannot be compelled by any external entity or public court to provide information about the membership association.**

**Voluntary Disclosure:** If I willingly share information with someone who is not a member, I agree to pay a penalty of \$40,000 to the Association as compensation for violating privacy and disclosing information. I acknowledge that breach of confidential and/or proprietary information may lead to instant and permanent termination of membership.

**Association's Security:** I confirm that I am participating as an individual and not as an agent or representative of any domestic or foreign entity, company, corporation, or government. I am not here with the intention of investigating or accessing private information, activities, products or services of the Association or its members, or to officially enforce policies on behalf of any city, state, union, or federal agency. My intention is solely to join the Association to find a peaceful and secure environment to enjoy social benefits, products, and services and connect with like-minded individuals.

I understand that breaching this clause would require me, a wo/man, to provide a remedy of \$100,000 for each breach.

**Code of Conduct:** I promise to consistently treat fellow members with kindness, act with integrity in all my interactions, and offer help when needed. I commit to avoiding disputes and conflicts and to valuing the opinions of other members.

**Association Agreement Acknowledgment:** I confirm that I have read and thoroughly reviewed the current Agreement. I willingly embrace and support the Agreement, along with any accompanying addendums and bylaws.

The Founding Member(s) accept the new member into the Association based upon their affirmation to uphold the spirit of the bylaws set within this document.

Autograph of New Member:

Date Autographed:

Autograph of Founding Member:

Date Autographed: