

MEMBERSHIP AGREEMENT

BETWEEN

FATHERLAND GLOBAL CORPORATION

AND

(MEMBER)

–

MEMBERSHIP AGREEMENT

This **Membership Agreement** is made this ____ day of ____ 2023 between:

FATHERLAND Global Corporation, a company incorporated under the laws of the United States of America its office at Foremedia Group Suite, 8th Floor, 1180 Avenue of the Americas, Atlanta, NY, New York, US, 10036 (hereinafter referred to as “**Fatherland**”) which expression shall where the context so admits include its successors-in-title, agents and assigns) on the one part.

And

[member] on the other part.

In consideration of the above, the parties hereby agree to the following terms and conditions,

WHEREAS:

1. Fatherland is a unique, highly innovative, huge global enterprise without precedence. It has been constructed to fulfil millions of people's economic, housing, recreational, educational, and entertainment needs, by serving as a global community hub, cultural, art, faith, and tourist, affordable housing provider, FairShares investment provider, and tourist destination.
2. The member is a legal person who has expressed interest to join the organisation as a member.
3. The member acknowledges and agrees to be bound by the terms and conditions set out in this agreement, in turn Fatherland is willing to accept the member.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. MEMBERSHIP

This Agreement forms a legally binding agreement between member and organisation and governs the Member's access and use of the organisation's services ("the Membership Services") and physical facilities. This Agreement also governs the organisation's provision of services ("the Membership Services") and physical facilities. Hereinafter, "You" and other third person pronouns will refer to the member.

2. TERMS

This agreement shall begin on the..... of January 2023.

3. MEMBERSHIP SERVICES

The Membership Services provided by the Organisation are as follows:

- a. Access to all Fatherland Community Products
- b. The use of all Fatherland community hubs all over the world subject to your subscription package.

4. TERMINATION

This Membership agreement shall continue until terminated by either Party. In order for member to cancel, a written notice must be provided to the organisation within twenty-one (21) days before the next billing cycle.

This agreement may also be terminated in the event that there is a breach of the terms of this Agreement by either party.

This Agreement may also be terminated upon the death of the Member, the inability of the Member to pay the required fees, the dissolution, liquidation or discontinuance of the Organisation by the Organisation in any manner, or the filing of any petition by or against the Organisation under the applicable law.

5. LIMITED LICENSE

Member acknowledges and agrees that the Organisation's name, services and any logo, design, text, graphics, software, content, files, materials and any other intellectual property rights contained therein, including without limitation any copyright, patents, trademark, proprietary or other rights arising thereof, are owned by the Organisation or its affiliates, licensors or suppliers.

Member acknowledges and agrees that the source and object code of certain membership services and the formats, directories, queries, algorithms, structure and organisation of the same are the intellectual property, proprietary and confidential information of the Organisation and its affiliates, licensors and suppliers.

Member expressly agrees not to do anything inconsistent with the Organisation's ownership of all the intellectual property discussed herein. Member further agrees that there are no rights, title or interest in or to any membership services, 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 Organisation or any third party.

6. RESTRICTIONS

You are hereby prohibited from, and expressly agree that you will not:

- a. Circumvent or disable any content protection system or digital right management technology used with any Membership Services;
- b. Remove identification, copyright, or other proprietary notices in or on the Membership Services.
- c. Sell, resell or make commercial use of the Membership Services unless you have an executed agreement with the Organisation that expressly allows for such activity.
- d. Use, alter, modify, copy, store, republish, publicly perform, display, post, transmit, create derivative work of, or exploit any Membership Services or any part thereof except as expressly authorized in this Agreement or as part of the Membership Services provided to you.

7. THIRD PARTY SERVICES

Certain Membership Services may integrate, be integrated into or be provided in connection with third party websites, services, contents 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 website, application, software or any other element of the Membership Services.

8. MEMBER CONSENT

Member agrees to hold the Organisation, its owners and affiliates harmless from any damage, whether tangible or intangible, that may happen to the Member while using or participating in the use of any of the Membership Services.

Member agrees that the Organisation offers its membership program with no guarantee of results of any kind. Member agrees that any result that occurs during their membership, whether positive or negative, are the effects of the Member’s own personal choices.

Member agrees and verifies that even if they have omitted any necessary personal information, whether knowingly or unknowingly, they will hold the Organisation harmless against all liabilities from any damages that may occur to Member or others because of Member’s action or inaction.

9. JURISDICTION

All legal proceedings that may arise from this agreement shall remain in the jurisdiction of the *locum servitum*.

10. ALTERNATIVE DISPUTE RESOLUTION

- a. Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to **Arbitration** in accordance with, and subject to the arbitral laws of the *locum servitum*.
- b. The Arbitral proceedings of any other jurisdiction in which the agreement is executed or agreed upon would suffice.

11. ENTIRE AGREEMENT

- a. This agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.
- b. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

12. MODIFICATION OF AGREEMENT

No modification of this Agreement shall be valid unless in writing and executed by both Parties.

13. HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

14. SEVERABILITY

- a. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid.
- b. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section.
- c. Where the court limits a provision by a ruling that such provision or section is invalid or unenforceable, such provision or section shall be enforced as so limited.

IN WITNESS where both Parties have caused their respective hands and seal to be affixed to this agreement, the day and year first above written.