

NewEarth Nation Society, Golden Ticket

Membership Agreement and Waiver Form

NewEarth Nation Society, Golden Ticket operating as a Private Membership Association (PMA) reserves the right to educate Members about the nature of private and public obligations as commercial activities are concerned. Where a Member reflects their private interest for services constituted through **NewEarth Nation Society, Golden Ticket**, this Waiver Form is the member's waiver of their public and voluntary nature and wish to practice their intentional private rights. This WAIVER is to protect the private nature of the **NewEarth Nation Society, Golden Ticket**, and the member's agreement. Members agree to the confidentiality of all services considered, without prejudice.

PRIVACY AGREEMENT

It is clearly understood and agreed that the Membership participation with NewEarth Nation Society, Golden Ticket is solely between private men and women, who are not the incumbent of an office and thereby PUBLIC. Accordingly, NewEarth Nation Society, Golden Ticket, a Private Membership Association, and the Member agree not to distribute, forward, disseminate, post, publish, broadcast, redistribute, sell, share, otherwise disclose private matters in any manner on in any media not contemplated by this Agreement or otherwise authorized by express written consent.

PRIVATE INFORMATION

The term "Private Information" means any information or material which is provided to or by NewEarth Nation Society, Golden Ticket resulting from Member participation which is not generally known other than by the Member participating with and which may be obtained through any direct or indirect contact with NewEarth Nation Society, Golden Ticket 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, samples created by NewEarth Nation Society, Golden Ticket or third parties with which NewEarth Nation Society, Golden Ticket aligns and deals with, including without limitation, documents, research, correspondence samples, educational information processes, procedures, protocols, or intellectual property shared by NewEarth Nation Society, Golden Ticket that is not public knowledge or publicly published. The nature of the information and the manner of disclosure are such that a reasonable man or woman would understand it to be confidential.

PROTECTION OF CONFIDENTIAL INFORMATION

privacy.statement@tn.gov

PRIVATE-SPECIAL-PROPRIETARY-PRIVILEGED-CONFIDENTIAL

The Member grasps and acknowledges that the Private information may be developed or obtained by NewEarth Nation Society, Golden Ticket and that the Confidential Information is a valuable, special and unique asset which needs to be protected from improper disclosure. In consideration for the participation Member and NewEarth Nation Society, Golden Ticket agree as follows:

A. NO DISCLOSURE

NewEarth Nation Society, Golden Ticket and Member will hold the Private Information in confidence and will not disclose the Private Information to any other man or woman or 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 by both Member and NewEarth Nation Society, Golden Ticket.

B. NON-DISSEMINATION NON-DISTRIBUTION FOR SALE.

NewEarth Nation Society, Golden Ticket and Member agree not to distribute, forward, disseminate, record, post, publish, broadcast, redistribute, sell, share, otherwise disclose private matters in any manner on in any media not contemplated by this Agreement or otherwise authorized by express written consent.

C. NON-DISCLOSURE

Effective on this Date of Membership and for as long as Member is a participant as a Member in Good Standing both parties agree to protect all private material and information which may be disclosed between NewEarth Nation Society, Golden Ticket and its Members.

D. RELATIONSHIP OF PARTIES

Neither NewEarth Nation Society, Golden Ticket or Member have an obligation under this Privacy Agreement to donate for any service or item from the other party, or commercially offer any products using or incorporating the Private Information. This Privacy Agreement does not create any agency, partnership, or joint venture.

E. LIMITED AUTHORIZATION TO USE

The Member acknowledges that, as between NewEarth Nation Society, Golden Ticket and recipient the Private Information and all related common law and/or registered copyrights and other intellectual property rights, are (and at all times will be) the property of NewEarth Nation Society, Golden Ticket accepting any property included documents granted to the Member for Member's private use, even if suggestions, comments, and/or ideas made by the Member are incorporated into the Private Information or related materials during the period of the Privacy Agreement.

IX. INDEMNITY

Each party agrees to defend, indemnify, and hold harmless the each other, distributors, representatives, and employees from any and all third party (including government agencies not a party to this Privacy Agreement, or any private agreements between the parties) claims, demands, liabilities, costs and expenses, including attorney fees, costs and expenses resulting from the indemnifying party’s material breach of any duty, representation, or warranty under this Privacy Agreement knowingly, willingly and intentionally of their own free will, act and deed and hold each other harmless except for material breach or intentional wrong.

X. ASSOCIATED FEES

In any mediating action between the private parties concerning this Privacy Agreement, the prevailing party shall be entitled to recover reasonable fees and costs.

XI. TERM

The obligations of this Privacy Agreement shall survive for (1) year after termination of Member’s Membership in NewEarth Nation Society, Golden Ticket or two (2) years from the endorsement date of this Privacy Agreement or until NewEarth Nation Society, Golden Ticket sends the Member written notice releasing the Member from this Privacy Agreement. Even after that, the Member and NewEarth Nation Society, Golden Ticket must continue to protect the Private Information that was received during the term of this Privacy Agreement from unauthorized use or disclosure.

XII. GENERAL PROVISIONS

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

Member Signature

Legal Name

Date Signed