

# Capital Vault Incorporated

## Membership Options - Private Member Agreement - PMA

Capital Vault Incorporated and the “CVI-Options”, collectively known as “Private Membership Options”, includes diversified and integrated group memberships, accounts, programs, special promotions, compensation, services and other benefits. This is a personal and private co-operative based business associated membership available through the website directly, and by private member contact sponsor promotion with related materials and documentation.

Use of the CVI-Options are subject to the terms and conditions of this agreement. By accessing, utilizing or downloading materials, enabling program or project involvement, from the CVI-Options, members accept all of the terms of this private member agreement and related corresponding mutual agreements, including provisions, terms and conditions, accounts, compensation or otherwise.

**Access and use:** Upon confirmation of the private member agreement and any specified provisions required, the company shall provide a basic private co-operative based membership - a non-transferable license to access and use the CVI-Options in accordance with the terms of this Agreement and special offers or combined Membership Options, subject to the terms of the Money Back Guarantee and the Lifetime Membership and other related provisions. Subsequent CVI-Options are enabled.

**Changes to this Agreement:** The company reserves the right to change these terms and conditions at any time for a more updated version, however the fundamental agreement remains. The changes or version will appear on this PMA with an “Effective Date”. Existing members will be notified of PMA changes. You may choose the continued use of the existing agreement or the acceptance of the new agreement. If you do not agree to any changes to the new Agreement, continue to use this existing agreement.

**Membership status:** The CVI-Options is available only to private members who may also subscribe to additional Options, Member Accounts, programs, projects, technology, products, services or otherwise. Some essential informational content is available to those persons reviewing the website, however, more extensive capabilities and confidential business information is available to members with authorized access. Confidentiality, Personnel and related agreements may be required for some specific companies, programs, technology and business information, some of which are unavailable in electronic form or communication.

### **Private Executive Trustee, Trustee and Member/Co-trustee Provisions:**

- (1) Capital Vault Incorporated automatically views, treats, assigns and conducts all business and financial transactions with a person as an actual Trustee;
  - (1) A person, who is or may become a Trustee of existing and future assets and resources in their control, agrees to retain, acquire, assign or appoint the services of Capital Vault Incorporated, as a Private Executive Trustee for any reason or purpose; and Capital Vault Incorporated acknowledges and accepts their retained, acquired, assigned and appointed status, by mutual agreement with the Trustee.
  - (2) Knowledge relating to ownership, title, control, beneficiary, beneficial interest in present and future assets or resources, including management, voting rights or other authorization or transaction records constitutes the private domain of the Trustee.
  - (3) Appropriate knowledge confirmation and disclosure in consideration of fulfilling responsibilities and duties in administration of the assets and resources under control may be done at any time by mutual agreement between the Member/Co-trustee and CVI and remain private and confidential subject to ultimate knowledge protection and communication measures as agreed.

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- (2) A person who is a Trustee, that becomes a member of CVI or in any of the CVI-Options becomes a Member/Co-trustee with CVI or the CVI-Options, and continues to exercise control of the assets and resources in trust, subject to the corresponding mutual agreements.
- (3) The Member/Co-trustee authorizes CVI or the CVI-Options as Private Executive Trustee for any special instructions concerning the assets and resources in trust, in accordance with applicable agreements including any provisions and actions necessary for the fulfillment of the corresponding mutual agreements, that exist or be made in the future.
- (4) In addition to the natural and inherent self directed powers of assets and resources in trust by the Member/Co-trustee; CVI, CVI-Options, the Private Executive Trustee, Member/Co-trustee, may utilize any combination concerning jurisdiction, entities, agreements and location in consideration of any and all organization, management and transactions, to work for and to the benefit of participating members and may include general or specific criteria as required.
- (5) All assets and resources in trust, including future assets and resources generated, added, forwarded, allocated, contributed, converted, exchanged, acquired or otherwise, are also in trust perpetually subject to provisions as agreed. Provisions for Title, Beneficial Ownership and Beneficial Interest may be made for designated future assets and resources as agreed.
- (6) No person or entity of any type may have or secure the right of access concerning the details of the assets or resources in trust, of any agreements, including the knowledge that is the private domain of the Trustee, or Member/Co-trustee, including the Private Executive Trustee, except a person who is expressly authorized by the Member/Co-trustee who is acting on behalf of the Member/Co-trustee. This may be determined in advance or from time to time as required by the Member/Co-trustee with Capital Vault Incorporated.
- (7) The Private Executive Trustee, Trustee and Member/Co-trustee Provisions may be reviewed, revised and expanded upon in much greater detail as required by the participating members of this Private Member Agreement and relevant agreements. The Member/Co-trustee may retain as much power, control, self-directed actions as appropriate and may also delegate specific power or control, in addition to what is required and agreed. Considerable flexibility in the mechanics of the agreements are provided without limitation.
- (8) It is understood that due to the nature of assets and resources in trust, beneficial ownership and beneficial interest in trust property is non-existent, and that if a person may benefit from assets and resources in trust, it does not determine beneficial ownership or beneficial interest of assets and resources in trust; unless provided directly a person does not have specific ownership of assets and resources in trust, but may, in accordance by jurisdiction, entity or mutual agreement exercise control directly or indirectly of general or specific assets and resources in trust.
- (9) The Private Executive Trustee, Trustee and Member/Co-trustee Provisions; exist as a basic and fundamental agreement to all relationships, agreements, transactions, CVI-Options and memberships, including any and all jurisdictions, entities, accounts, opportunities, products, services, programs, technology or otherwise, and may be expanded on in much greater detail at any time by mutual agreement.
- (10) The Member/Co-Trustee has self-directed autonomous power that is integrated with Capital Vault Incorporated and the CVI Options forming an inter-dependent co-operative private business relationship according to mutual agreements.

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## **Membership Payment Provisions:**

(1) Payment provisions are in accordance with the CVI-Options, Membership Options & Cost of the corresponding mutual agreement, for access and use of the CVI-Options and to make Order selections. Members may select from the various options available depending on their interests, participation, needs and desires.

(2) In consideration of various resources and services that are available through the CVI-Options, business combinations, integrated business units, joint ventures, incorporated or unincorporated associations, companies, entities, programs, projects, products, custom build options or otherwise, additional asset and resources allocation and payment provisions may be required or performed as mutually agreed.

(3) We may in our sole discretion add, delete or change some or all of our products, services, websites or other information, or any amount at any time without notice, subject to shareholder, voting rights and membership rights and responsibilities. Payment provisions for the CVI-Options may vary in the future accordingly. CVI-Options may be designated by date and or numbered for reference, transaction records, management or otherwise.

(4) The term of this agreement is one year from the effective date of the agreement and will automatically renew for an additional one-year term, unless otherwise at the specified cost at the time of renewal, unless a membership cancellation notice is received by the company at least 30 days prior to the expiry date. Provisions for existing and future CVI-Options are included.

(5) The effective date is upon confirmation of the Private Member Agreement, the CVI-Options, Membership Options Order, the corresponding mutual agreement, Orders, Special Instructions or otherwise. The CVI-Options is provided to members for their use and benefit, by the Internet, in addition to other non-Internet, private network communications, including non-electronic communications;

**Website integrity, function and content:** Capital Vault Incorporated is committed to continuous improvement in every initiative and action, with an emphasis placed upon complete, timely and accurate information. It is acknowledged and understood that the potential and possibility of limiting factors or other variables may effect website integrity, function and content. Each member assumes total responsibility and risk for their use of the website and CVI-Options. The CVI-Options exists in the ongoing development stage and is provided "as is" and without any representation, warranty or condition, express or implied, other than as expressly set out in this or related agreement. There is no guarantee for continuous, failure proof, un-interrupted, totally secure access and electronic communications to the CVI-Options. Documentation and communication is primarily in hardcopy and not electronic due to security concerns and privacy requirements.

**Continuous Improvement & Website Comments:** Comments, questions, concerns and suggestions are expected as part of the contributing process of increasing the effectiveness of the Capital Vault Incorporated and the CVI-Options towards achieving excellent member satisfaction and beneficial results in all aspects of operations.

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**Indemnification:** Members agree to indemnify, defend and hold harmless Capital Vault Incorporated and the CVI-Options, that are made available to members on the absolute and express condition, that no obligation, responsibility or liability, based in contract, tort (including, without limitation, negligence) or otherwise, shall be incurred by the company or any of its members, governors, officers, directors, employees, agents or persons including those of any integrated business unit, associated, related or third party who has, does or may contribute to the CVI-Options, for any loss or damage whatsoever, or for lost profits or unrealized expectations in connection with, caused by or arising from any delays, inaccuracies, errors or omissions in or infringement by, or from any use of, or reliance on such information, products or services made available by the company or the CVI-Options.

**Liability Limits:** Regardless of events, the company will not be held liable for any lost profits or any general, special, incidental, indirect or consequential damages, including, without limitation those resulting from interruption of use, corruption of data, or otherwise.

**Acquiring and Retaining:** As a member, you can acquire or retain related programs, projects, products, services or otherwise in the CVI-Options, and once your order is placed and accepted, confirmed or verified, the agreement will begin to take effect.

**Information and Privacy Policy:** All information generated as a result of using CVI and the CVI-Options shall be the property of the company. We do not sell, trade, lease, rent or otherwise, this information to others. Also, the company does not provide statistics or any information about our Clients or members to any person or third party, that is not a participating member to the agreement. Numbered accounts, special accounts and extensive privacy provisions and control factors are enabled and ensured. As a user of the CVI-Options, you will occasionally receive updates about what is new and relevant.

**System Integrity:** Use of any device, software or technology to interfere or attempt to interfere with the proper working and integrity of the CVI-Options or any form of communication being conducted, is expressly forbidden. You may not disclose or share your CVI-Options confidential information, account numbers, password/id to any other person or use it for any unauthorized purpose.

**Termination:** the company has the right to terminate all use of and access to the CVI-Options if payments due to the company are more than 30 days in arrears, or the member has breached the terms of the agreement.

**Breach and Remedy:** We may immediately issue a warning, temporarily or indefinitely suspend or terminate your membership, any of your current activities with the CVI-Options if you breach this Agreement or if we are unable to verify or authenticate any content you provide to us, or your actions and character is not in the best interest of CVI or Canada.

If you are dissatisfied with the CVI-Options or with any term, condition, rule, policy, guideline or practice of CVI-Options or an affiliate in the operations, resolution steps are 1) respond to contact us with "Continuous Improvement & Website Comments", we expect to continue communications towards mutual agreement where possible, and 2) if irreconcilable differences exist, your exclusive option is to discontinue using the CVI-Options, although it is unlikely that mutual resolution is improbable, or that the CVI-Options are everything and more than what we say it is, and 3) the money back guarantee may be exercised, however, we will do everything possible to make your experience with us rewarding and enjoyable in every way as promised.

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**Mutually Governing Agreements:** Please review the Canadian Constitution, the U.S. Constitution, the Quebec Civil Code and relevant documentation of self-governing nation states and corresponding mutual agreements.

**Legal Reference:** This Private Member Agreement, the CVI-Options corresponding mutual agreements and related agreements, shall be the exclusive reference concerning members and Capital Vault Incorporated. Any cause of action arising under this Agreement shall be resolved personally and privately, in the context of private international business law. Capital Vault Incorporated may utilize any jurisdiction, form of organization, business combination, directly or indirectly, entities, instruments and documentation, securities or class of securities or other agreements for conducting the business, development, management, financial and investment operations as may be necessary. Any regulations relevant to the governing jurisdictions of any of the business and investment operations, the entities and instruments may be applied accordingly as required.

**General:** If any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Although excellence in being more complete, accurate and precise is worthwhile and valuable, we also expect to simplify complex issues in an enjoyable and easy to understand manner, with of course relevant qualifying language and agreements as necessary.

**Company Property:** The content displayed by Capital Vault Incorporated and/or the CVI-Options are the property of the company, or other persons or entities, and are protected by their relevant copyright, trademark and other laws. Any such content is being displayed solely for your personal, private business purpose and non-commercial use.

**Copyright Information:** Except as expressly provided you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any material from this website in whole or in part without the prior written permission of the company or the appropriate entity. You may download, view, copy and print material from this website subject to the following: (1) such material may be used only for personal, private business purpose and non-commercial use; (2) such material may not be modified or altered in any way; and (3) you must retain all copyright and other proprietary notices contained in the materials and acknowledge Capital Vault Incorporated as the source. The company reserves the right to revoke any permission given in respect of material contained in this website at any time without notice. Various publications and resources are available to private members.

**Restricted Communications:** Members will be responsible for, and indemnify and hold the company, its subsidiaries, officers, directors, employees, affiliates, agents and representatives harmless from and against any claim arising from any such content that you post or transmit.

**Non-Confidential:** Any content or communication that Members or non-members post or transmit through the CVI-Options is, and will be treated as, non-confidential and non-proprietary. You assume full responsibility for anything you post or transmit, and you may grant, by mutual agreement general or specific proposed contents, to the company and its affiliates the right to edit, copy, publish and distribute any content or communication you post or transmit.

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**Links:** the company and its affiliates do not review or monitor any linked web sites and Linking to such web sites is at your own option. Specific website links may be established with business combinations, joint ventures, integrated business units, companies or otherwise. Linked websites or reference materials that may be of interest to various members.

**Relationships of Parties:** For all purposes under this Agreement, each party shall be and act as an independent trustee of the other and shall not bind nor attempt to bind the other to any contract. No agency, partnership, joint venture or other business relationship is intended nor created by this Agreement, unless otherwise subject to additional future mutual agreements that do. Any notice, report, approval or consent required or permitted shall be in writing. This Agreement, as amended in writing from time to time, is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous agreements relationship to its subject matter.

**Trust and Intention:** The intention is to promise what we can deliver and deliver what we promise, this promise is fulfilled by action. In the course of continuous improvement, challenge, adventure, opportunity, risk and reward, we develop and utilize different structures, programs, entities, options, member accounts, projects, people, ideas and agreement to develop and work together with common goals to improve the quality of life and to create and experience the future we envision together. We all are a work in progress and we each can apply ourselves diligently and encourage others also to grow, learn, excel and make a positive and constructive difference by active involvement and free choice.

**Verification and Authentication:** It is emphasized that a personal and private based co-operative endeavour requires the highest levels of trust that is paramount in a private trustee relationship, corresponding agreements, understanding, discretion, confidentiality and that verification and authentication of trust concerning any and all performance of duties, responsibilities, requests, special orders or instructions, transaction records, account statements is fully enabled and provided for.

**Communication:** Communication is essential for understanding, knowledge and awareness. We make every effort to simplify and condense our communications without sacrificing what needs to be expressed, clarified or explained in more expressive and qualifying language, however, any member may request, suggest or contribute to anything in any way, as peace, order and good government is essential in all our endeavours and relationships, with corresponding co-operative harmony, organizational management, statements and record of transactions, presentation and ease of understandability and good governance in all aspects.

**Values and Ideals:** We are dedicated to the progress of individual and collective members for enhanced experiences in general, intermediate and advanced levels of learning, growth, understanding, awareness and excellence. Generating increased perspective with amplified capabilities in multiple dimensions of development, that include personal, career, business, enterprise, wealth, asset and resource management and even spiritual development, are all important values and ideals we have for optimizing potential and solid long term personal and business relationships in our unified mission of dynamic enterprise and capital solutions.

All members are dedicated to building great things together in the new Canadian century by making a positive and constructive difference in the best interest of CVI, CVI Member/Co-trustees, the CVI-Options and Canada, to express the best of their abilities by free choice, cheerful and willing co-operation with pro-active 'Made in Canada' and 'Stand on guard for Canada' lifestyle, choices, values and ideals, with our common vision and beliefs.