**Members Benefits Founders' Agreement**

**This Agreement** is made between Members Benefits LLC, herein referred to as "the Company," and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Participant"), on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2025.

**Presidential Founders’ Program Contribution**

1. **Non-Refundable Payment:** Participant agrees to make a non-refundable payment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_) to purchase the Company’s Founders’ Product Package.
2. **In Return:** **Participant will receive the full benefits and services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Founders Level and participate in the Founder’s profit sharing program at that level, as described in the Founders Slide Deck Overview. Whenever the Slide Deck is updated with new content, it will be emailed to all Founders and will reflect the most accurate description of the Founders’ benefits.**
3. **Benefits of Participation:**

 a. As a Founder, the Participant will receive the core Telemedicine subscription product for one year, will be exempt from any marketing or training fees, and will receive the benefits associated with the Founders Position upon full payment.

b. The Participant is guaranteed this Founders Position status for the lifetime of the company, requiring only adherence to the Company’s no harm policy and Confidentiality Agreement (which Confidentiality Agreement must also be signed by all Founders).

c. The Company makes no guarantees or promises of income, acknowledging the uncertainty of participant numbers and company revenues.

d. The Company reserves the right to make changes to the compensation payouts at any time, for any reason, with the intention of benefiting all Founders and Affiliates, while also considering the needs of the Company and its operations.

1. **Transferability:** The Founder status is willable, transferable, and sellable, subject to Company approval, which will not be unreasonably withheld.

**Miscellaneous Provisions**

* **Entity Handling Payments:** Members Benefits, LLC, doing business as Members Benefits or Members Health, will receive the initial Founders’ fees under this agreement.
* **Governing Law:** This Agreement shall be governed by the laws of Malta.
* **Waivers and Remedies:** Waivers or consents must be in writing. A waiver of any breach will not be a waiver of any subsequent breach. Remedies under this Agreement are cumulative.
* **Attorney's Fees:** The prevailing party in any action to enforce this Agreement shall be entitled to reasonable attorney's and expert witness fees and costs.
* **Expenses:** Each Party bears its own expenses incurred in relation to this Agreement.
* **Severability:** If any provision is found invalid, illegal, or unenforceable, it will be amended to achieve as nearly as possible the same effect and remain enforceable.
* **Titles and Headings:** Titles and headings are for convenience only and do not affect interpretation.
* **Successors and Assigns:** This Agreement benefits and binds the successors and assigns of the Parties.
* **Rights of Third Parties:** No third-party rights or obligations are created by this Agreement.
* **Confidentiality:** The terms are confidential, and disclosure requires written consent, except as required by law.
* **Entire Agreement; Amendment:** This document and its exhibits constitute the entire agreement and supersede prior discussions. Amendments require written consent.
* **Non-Assignment:** Rights under this Agreement cannot be assigned without written consent.

**Signatures**

Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Members Benefits Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

**Payment Instructions (Effective 03/09/2025)**

* After USDT payment, please send a copy of the blockchain “hash” receipt to ensure proper account application.
* Include contact information for any queries.
* Email confirmation of funds sent and this signed document to: FounderInvite5@gmail.com