



# BBCC Private Membership Association Agreement

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## Preamble

This **Private Membership Association Agreement** (“Agreement”) is made by and between **BBCC**, a Private Ministerial Association (“the Association”), and the individual who executes this Agreement or otherwise consents electronically (“the Member”).

By joining the Association, the Member voluntarily enters into a **private contractual relationship** governed by this Agreement and the Association’s Internal Rules and Policies. All activities occur in the **private domain**, protected under the Universal Declaration of Human Rights (Articles 18–20), the U.S. Constitution, and the constitutions of the several states, guaranteeing freedom of speech, religion, and association.

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## Article I — Purpose and Structure

1. The Association provides a lawful private platform through which members may conduct various private business activities including, but not limited to:
  - Social and physical **clubs**,
  - **Resorts** and event venues,
  - **Venture capital** and investment initiatives,
  - **Credit Union, lending, and financial services**,
  - **Mining and digital asset projects**, and
  - Other related or future enterprises consistent with our mission.
2. Each project operates under the umbrella of the PMA and abides by this Agreement.
3. Membership itself is **non-monetary**; it is granted upon acceptance of this Agreement. Certain activities or clubs may require **separate participation payments** (e.g., share purchase, club dues, or service fees).

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## Article II — Membership and Participation

1. **Becoming a Member**
  - Membership is obtained by accepting this Agreement, typically via electronic acknowledgment (checkbox or signature).
  - Membership may be accepted, suspended, or revoked at the discretion of the Trustees or authorized representatives.
2. **Rights of Members**
  - To engage in private contractual activities with other members.
  - To purchase, sell, or hold activities shares or RUNES.
  - To attend private events, clubs, and member activities.
3. **Obligations of Members**
  - To respect the PMA principles and other members.
  - To resolve internal matters privately within the Association.

- To refrain from disclosing internal business to public or governmental entities.
- 4. **Lifetime Membership**
  - Agreeing to the PMA Agreement is not only a lifetime membership but allows members to participate in the activities offered by the PMA.

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## Article III — Clubs, Membership Tiers, and Payments

1. **Club Access**
  - Club participation may require a recurring membership fee (e.g., \$50/month), which grants access to on-site benefits such as free food, beverages, and private gatherings.
  - Additional fees may apply for premium events, rentals, or exclusive activities.
2. **Universal and Virtual Membership**
  - Club membership may include access to all BBCC-affiliated clubs.
  - The Association may maintain a **virtual membership registry** accessible across locations.
3. **Non-Club Participants**
  - Holding a share or RUNES does not automatically grant club membership privileges.
  - Non-club participants may still engage in investment, ownership, or project participation without paying monthly dues.
  - There may be a fee charged for any given activities and a 1-time fee may be added for virtual memberships per project guidelines and rules.

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## Article IV — Shares, RUNES, and Ownership

1. **Nature of Shares and RUNES**
  - Each RUNE represents an ownership or participation right in a specific activity (e.g., a club, resort, or fund).
  - RUNES are **minted on the blockchain** and serve as digital certificates of ownership or contribution.
  - They are **utility-based assets** within the PMA and **are not offered as securities or investment vehicles**.
2. **Private Transactions**
  - RUNES may be sold, gifted, or transferred only **between members** or through **member-accessible marketplaces** (e.g., UNISAT.io).
  - Non-members must first agree to this PMA Agreement before acquiring any RUNES.
3. **Funds and Allocation**
  - Proceeds from RUNE or share sales are **not pooled** but applied to the **specific club or project** that the RUNE represents.
  - This structure supports project growth and operational sustainability, not speculative investment.
4. **No Guaranteed Returns**
  - RUNES are not marketed or sold with any guarantee of profit, appreciation, or dividend.
  - While RUNES may gain or lose value over time due to natural market activity or member-to-member negotiation, such changes are **incidental and not promised or managed** by the Association.
  - The Association provides **no investment advice or profit projections**.

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# Article V — Securities Law and Regulatory Compliance

## 1. Private Domain Status

- All Association activities occur in the **private domain** among consenting members.
- The PMA may share information publicly, but participation in any offering requires membership within the PMA.

## 2. Acknowledgment of Applicable Law

- The Association recognizes that the **Securities and Exchange Commission (SEC)** and related authorities may regulate certain financial activities under the **Securities Act of 1933** and **Securities Exchange Act of 1934**.
- The Association operates in a manner intended to comply with **exemption criteria** such as Regulation D (Rules 504–506), Regulation A, and Section 4(a)(2).

## 3. Membership Limitation Strategy

- Only PMA members may acquire shares or RUNES.
- The PMA may inform non-members about its activities and opportunities; however, only confirmed PMA members may participate in any offerings.
- All sales and communications are restricted to **internal member channels**.

## 4. No Broker or Advisor Role

- The Association and its officers are **not licensed brokers, dealers, or investment advisors**.
- Members are responsible for their own due diligence and independent decision-making.

## 5. Indemnification

- Members agree to **hold harmless** the Association and its Trustees from any claims arising from regulatory disputes or reclassifications of private activities as securities transactions.

## 6. Regulatory Safeguard Clause

- If any activity is later deemed to require registration or licensing, the Association may **modify, suspend, or restructure** that activity to maintain compliance.

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# Article VI — Credit Union and Financial Projects

1. The BBCC Credit Union Project is based in **El Salvador** and adheres to the **laws and banking regulations of El Salvador**.
2. Members participating in credit union or loan programs must sign applicable participation agreements.
3. No additional membership fees are required for credit union or lending participation beyond the specific activity terms.

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# Article VII — Governance, Conduct, and Dispute Resolution

1. The Association maintains **Internal Bylaws, Rules, and a Tribunal System** for internal dispute resolution.
2. Members waive recourse to external courts for internal matters unless a “clear and present danger” exists.
3. Suspension or termination may occur for behavior deemed harmful, abusive, or fraudulent toward the Association or its members.

## **Article VIII — Legal Standing and Severability**

1. This Agreement operates under private contract law and the constitutional right of association.
2. If any clause is found invalid, the remainder remains in effect.
3. Members acknowledge that joining the PMA changes their status from public to private capacity for all internal activities.
4. The Association acknowledges that limited liability companies or similar public entities may be utilized solely as administrative or jurisdictional instruments where required to interface with state, county, national, or foreign systems; however, such entities are expressly recognized as functional vessels only and shall not constitute ownership, control, or centralization of the Association, whose assets, projects, and interests remain decentralized and privately held by its Members under this Private Ministerial Association.

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## **Article IX — Acknowledgment and Acceptance**

By checking the “I Agree” box or otherwise providing electronic consent, I declare that:

- I have read and understand this Agreement.
- I voluntarily join BBCC, a Private Ministerial Association.
- I acknowledge that my participation, purchase, or use of RUNES, shares, or club services is conducted within the private domain under these terms.
- This agreement is also valid with a digital signature from <https://www.bbccmembers.com>

**Member Name:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

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