# **Passport Documentation Program for state of the Union Citizens**

HIS Advocates, s.s.m. w/o United States – Non-Domestic

This PASSPORT DOCUMENTATION PROGRAM is between HIS Advocates, s.s.m, or Assigns [hereafter Ministry] and the HISA Member [hereafter Member].

#### MINISTRY ASSOCIATION OF MEMBERS

HISAdvocates Association of members hereby declares that our main objective is to free People. We desire to help preserve all of our GOD given unalienable rights for you as a Member. We believe that the First Amendment of the Constitution of the United States of America guarantees our Members free speech, petition, assembly, and the right to gather for the lawful purpose of advising and helping one another in asserting our rights guaranteed by Constitution for the United States of America and "state" [a body of people politically organized] Constitutions.

We are exercising our right of "freedom of association" as guaranteed by the 1<sup>st</sup> and 14<sup>th</sup> Amendments (Section 1) of the Constitution for the United States of America and equivalent provisions of the various "state" Constitutions. This means that our association activities are restricted to the private domain only.

The HISA Association will limit its efforts in furthering these goals to use of the established judicial institutions and procedures that have been established by common law, the Constitution for the United States of America [Read the preamble of the Constitution and you will see we did not get the name wrong], and legislative actions by the Congress of the United States of America and the legislatures of its "states".

This contract of membership entitles the Member to full privileges and benefits offered by the Association to membership in accordance with the rights set out by the Constitution and Amendments of the United States of America and U.S. Supreme Court decisions explaining those rights.

#### HISA EDUCATION

What is EDUCATION? Within the meaning of a statute relative to the powers and duties of guardians, this term comprehends not merely the <u>instruction</u> received at school or college, but the whole course of training, moral, intellectual, and physical. Education maybe particularly directed to either the mental, moral, or physical powers and faculties, "but In its broadest and best sense it relates to them all." Mount Herman Boys' School v. Gill, 145 Mass. 139, 13 N. E. 354; Cook v. State, 90 Tenn. 407, 10 S. W. 471,13 L. It. A. 183; Ruohs v. Backer, 6 Heisk. (Tenn.) 400, 19 Am. Rep. 598. Black's Law Dictionary Free Online Legal Dictionary 2nd Ed.

# **BACKGROUND**

Multiple possible variations and answers to filling out documentation that would lead someone out of contract with Babylon. For instance, there are many different ways that you can fill out a United States Department of State Passport DS-11 application form. HISA has consulted with leaders in the field, analyzed the information, sought to correct it where HISA disagreed, and offers that education as to the various choices existing to the applicant. HISA has developed an EDUCATION platform for the US passport education as to the various kinds of passports, in particular US citizen vs. Citizen of the united States of America known as a "state" Citizen. (The Declaration of Independence shows the word "united" as a lower-case word. The reason is that it is an adjective describing the two jurisdictions known as States and America) The IRS might refer to it as a Non-Resident Alien. The United States Corporation might refer to it as a national or a national of the United States or a U. S. National. All have various degrees and differences of meanings in the law. Found at 8 U.S.C. 1101 (a)(21), the word national under that definition means a person that owes allegiance to a "state". So the question would be, what does "state" mean? It is critical to understand the different definitions and wordplay that is at hand when filling out applications. It is sad to say that the corporation does not want you to know that this Citizenship known as a "state" Citizen exists in the law.

# **PASSPORT**

Included in this PASSPORT EDUCATION PROGRAM are the following:

- 1. \*state CITIZENSHIP PASSPORT APPLICATION: We prepare your passport documentation and support you through the process
- 2. PASSPORT AUTHENTICATION: Submission to Department of State for Certified Copies of your Passport Application Documentation/Support to help you finish the process yourself

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#### **DISCLOSURE**

These are the basic documents needed for Living in the Private. As HISA uncovers/discovers additional information and/or develops additional documents you will be advised. Depending upon the nature and the amount of work, there may or may not be additional costs or donations requested if you want or request assistance with them.

#### **DONATION**

Total for above is 2 items is \$598.

#### **DISCOUNTS**

Once the initial payment has been donated, any additional passports for your immediate family are 395 each. Included in your donation is the offer that each friend or associate you introduce to the program who signs up and completes the agreement and donation process will result in a free Passport to any person of your choice.

#### **EXCLUSIONS**

The PASSPORT EDUCATION PROGRAM does not include what the Post office and the Federal U.S. government charges such as mailing charges, passport photo charges, or certified birth certificate charges.

"state" Citizenship APPLICATION AND PASSPORT PREPARATION To begin this process please complete and return the following:

(If you haven't already paid) You must either donate in FRNs (Federal Reserve Notes) or by PayPal (ministry@hisadvocates.org). Checks or Money Orders will NOT be accepted. If you like, you can send the amount in consideration along with your originals via UPS or FEDEX ONLY. Any delivery other than from UPS or FEDEX will be refused. You are responsible for all funds lost by mail; be sure to register or track the packages. See payment schedule on page 12.

#### Next:

- 1. Upload the filled in Passport Application and Fully Executed Agreement (Below) to EITHER your original support request or create a new one here:
  - a. https://www.hisadvocates.org/support/topics/free-member-questions
  - b. This ticket that you create on HISAdvocates.org will be the primary PRIVATE communication platform that we will use to transfer information back and forth.
- 2. Go to the county recorder of where you were born and get a certified copy of your birth certificate. (Do NOT send us your certified copy.) We recommend (but not needed) that you authenticate your birth certificate prior to using it to obtain a Passport. It is not required, but it will help to show that you are the receipt holder of your own birth certificate.
  - a. Get a certified copy of your long form Certificate of Live Birth from the county/state in which you were born on. (Generally found in the county recorder)
  - b. Take that long form Certificate of Live Birth to the Secretary of State that you were born on and have them authenticate it for the Philippines.
  - c. Then take that authenticated/certified Certificate of Live Birth and have it authenticated at the United States Secretary of State in DC. There is a form on line at the DC Secretary of State that you print out and mail in with payment.
- 3. Go to your local Post Office, pick up and fill out a <u>New Passport Application</u> (Use this even if you have a passport already). Or you can go to this website and use this form: http://www.state.gov/documents/organization/212239.pdf
- 4. Fill the application out as best as you can. (You do not need to sign it or use the SSN) We will not use this application for your final application. This is a worksheet for HISA and will be returned to you or destroyed.
- 5. Upload to your agreement and send the signed original copy of the agreement in the mail to:

c/o HIS Advocates, s.s.m. 2271 West Malvern Avenue #292, Fullerton, California. America [92833] w/o United States - Non-Domestic

Once we have these agreement, data and confirmation of donation, we can begin work on your passport application.

We will LOOK FOR THE PAYPAL PAYMENT or FRN's. Once donation is confirmed, we will post donation amount received to your support request. We will then call you once the documents and donation are accounted for. (If you haven't already paid)

Remember we will NOT be filing or mailing anything on your behalf. All documents will be sent back to you for you to review, to either sign and file/post/mail with the Post Office yourself or utilize as you determine.

# **COMMUNICATION WITH HISA**

Any questions must be posted to your support topic on HISAdvocates.org. We will speak with you prior to you submitting your passport (If needed). Generally, this is a short 2-minute phone call.

Notice: All communications including phone calls will be recorded.

Notice: After you have completed your Passport Application and HOLD-HARMLESS Agreement, all communication will be handled through the HISAdvocates.org portal where you originally submitted your support ticket request.

#### SUPPORTING LAW AND DEFINITIONS

- Why Domicile and Becoming a "Taxpayer" Require Your Consent
  - http://famguardian.org/subjects/Taxes/Remedies/DomicileBasisForTaxation.htm
- Tax Deposition Questions, Section 14: Citizenship
  - http://famguardian.org/taxfreedom/Forms/Discovery/Deposition/Section%2014-All.pdf
- "U.S. person" defined-Sovereignty Forms and Instructions Online, Cites by Topic
  - o <a href="http://famguardian.org/subjects/taxes/Citizenship/Resident.htm">http://famguardian.org/subjects/taxes/Citizenship/Resident.htm</a>
- "resident" defined-Sovereignty Forms and Instructions Online, Cites by Topic
  - http://sedm.org/exhibits/EX01.002.pdf
- "individual" defined-Sovereignty Forms and Instructions Online, Cites by Topic
  - http://famguardian.org/taxfreedom/CitesByTopic/individual.htm
- "citizen" defined-Sovereignty Forms and Instructions Online, Cites by Topic
  - <a href="http://famguardian.org/subjects/taxes/citizenship/notacitizenunderirc.htm">http://famguardian.org/subjects/taxes/citizenship/notacitizenunderirc.htm</a>

Black's Law Dictionary 6<sup>th</sup> edition, page 1309:

Resident. "Any person who occupies a dwelling within the State, has a present intent to remain within the State for a period of time, and manifests the genuineness of that intent by establishing an ongoing physical presence within the State together with indicia that his presence within the State is something other than merely transitory in nature. The word "resident" when used as a noun means a dweller, habitant or occupant; one who resides or dwells in a place for a period of more, or less, duration; it signifies one having a residence, or one who resides or abides. Hanson v. P.A. Peterson Home Ass'n, 35 Ill.App2d 134, 182 N.E.2d 237, 240 [Underlines added]

Word "resident" has many meanings in law, largely determined by <u>statutory context</u> in which it is used. [Kelm v. Carlson, C.A.Ohio, 473, F2d 1267, 1271][Underline added]

Did you notice the distinct use of "the State" in the above definition? That was no accident. Below are a few clues to its meaning from federal statutes, which is where the above definition says we should look:

<u>26 U.S.C. Sec. 7701(a)(10)</u>: State: The term "State" shall be construed to include the District of Columbia, where such construction is necessary to carry out provisions of this title.

8 U.S.C. Sec. 1101(a)(36): State [naturalization]

The term "State" includes the District of Columbia, Puerto Rico, Guam, and the Virgin Islands of the United States.

TITLE 4 - FLAG AND SEAL, SEAT OF GOVERNMENT, AND THE STATES CHAPTER 4 - THE STATES

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#### Sec. 110. Same; definitions

(d) The term "State" includes any Territory or possession of the United States.

The above cites are definitions of "State" from federal law, and even most state law agrees with this definition! Below is the California Revenue and Taxation Code definition of "State":

<u>6017</u>. "In this State" or "in the State" means within the exterior [outside] limits of the [Sovereign] state of California and includes [only] all territory within these limits owned by or ceded to the United States

17018. "State" includes the District of Columbia, and the possessions of the United States.

[which don't include the 50 sovereign states but do include federal areas within those states]]

The sovereign 50 Union states are NOT territories or possessions of the "United States". The states are sovereign over their own territories. The "State" mentioned above in the California Revenue and Taxation Code is a federal enclave within the exterior boundaries of the California Republic. People living within these areas are "residents" under the Internal Revenue Code and in that condition, they live in the "federal zone".

The document upon which the founders wrote our Constitution, and which is mentioned in Article 1, Section 8, Clause 10, confirms that the term "resident" refers ONLY to aliens domiciled within the territory of a nation. Below is what it says in Book 1, Chapter 19, section 213, page 87:

"Residents, as distinguished from citizens, are aliens who are permitted to take up a permanent abode in the country. Being bound to the society by reason of their dwelling in it, they are subject to its laws so long as they remain there, and, being protected by it, they must defend it, although they do not enjoy all the rights of citizens. They have only certain privileges which the law, or custom, gives them. Permanent residents are those who have been given the right of perpetual residence. They are a sort of citizen of a less privileged character, and are subject to the society without enjoying all its advantages. Their children succeed to their status; for the right of perpetual residence given them by the State passes to their children."

[The Law of Nations, Vattel, Book 1, Chapter 19, Section 213, p. 87]

The only type of "resident" defined in the Internal Revenue Code is a "resident alien", as demonstrated below:

#### 26 U.S.C. §7701(b)(1)(A) Resident alien

- (b) Definition of resident alien and nonresident alien
- (1) In general

For purposes of this title (other than subtitle B) -

(A) Resident alien

An alien individual shall be treated as a resident of the <u>United States</u> with respect to any calendar year if (and only if) such individual meets the requirements of clause (i), (ii), or (iii):

(i) Lawfully admitted for permanent residence

Such individual is a lawful permanent resident of the United States at any time during such calendar year.

(ii) Substantial presence test

Such individual meets the substantial presence test of paragraph (3).

(iii) First year election

Such individual makes the election provided in paragraph (4).

Therefore, the terms "resident", "alien", and "resident alien" are all synonymous terms within the Internal Revenue Code.

QUESTION FOR DOUBTERS: If you believe we are wrong, then please show us a definition of the term "resident" within either the Internal Revenue Code or the implementing regulations that includes "citizens of the United States" as defined under 8 U.S.C. §1401. There simply isn't one! You are not free to "presume" or "assume" that "citizens of the United States" are also "residents" without the authority of a law that authorizes it. To make this assumption in a court of law would violate our right to "due process", because "presumption" or "assumption" of anything in the legal realm is a violation of due process. Everything must be proven.

# **NOTICE TO MEMBERS:**

You may obtain information from the local bar association or a legal aid or legal services office regarding free or low-cost representation by a lawyer. You may contact the local police, sheriff, district attorney or legal aid or legal services office if you believe that you are the victim of fraud, unauthorized practice of law or other injury.

You do in fact understand the following about HISAdvocates and our Support Staff for HISAdvocates:

- she/he/they are not an attorney/lawyer
- she/he/they cannot represent you in court.
- she/he/they cannot advise you about your legal rights or the law.
- she/he/they cannot select legal forms for you.
- You understand the difference of a United States citizen [Title 28 Section 3002] (corporate employee/surety and an American/[8 USC 1101 (a) (21) state of the Union Citizen. This definition is the closest that we can see in United States Code]

· · · · · · · · · · · · · · · · · · ·	Note, any initialing of the second option where they did not explain, you must nd call your contact once again to have this information submitted to you)
Yes	
No	
[Use NO reservation of rights. Only real man	n/woman mark [signature]]
Mark: (Signature of Member)	(Date)
MEMBER - HOL	D-HARMLESS/RELEASE/SETTLEMENT AGREEMENT/PRIVACY
HISAdvocates.org) an unincorporated self-su	nt/Contract is by and between HIS Advocates, s.s.m. (also known as HISA and apported Christian Church Ministry hereinafter called "HISA" known as the MEMBER, and bereinafter called the "Member". HISA is a private/un-incorporated membership
	cial platform wholly managed by the Ministry leadership and does NOT practice law or stic without United States [Title 28 Section 3002] and in the private.
It is agreed that the date of the Agree	eement and Contract between the Ministry and the MEMBER to commence on
· · · · · · · · · · · · · · · · · · ·	EEMENT is not intended to create a safety for HISA, but to promote an Honesty and ated on behalf of the one receiving the PASSPORT EDUCATION PROGRAM.
For and in consideration of the mutual prom	nises and agreements set forth below, HISA and (Your Full Name below)
(Print Full Given and Surname) agree as follo	pws:
EXCLUSIVE N	NATURE TO RECEIVE IN PASSPORT EDUCATION PROGRAM

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PART 1

- 1. RELATIONSHIP: No employer / employee relationship exists between the Ministry and the MEMBER. The MEMBER agrees that they are entering this Agreement and Contract as a living man/woman [circle one] and that his/her [circle one] name of the MEMBER on this Agreement and Contract does not represent a corporation or person.
- 2. DURATION: This Agreement and Contract may be terminated at any time by the MEMBER's resignation, demise, or removal by the Ministry for any cause.
- 3. DONATION TYPE: The MEMBER understands that all monies donated will be in lawful money for credit on account. Under no consideration shall it be interpreted that Federal Reserve Notes "FRN's" are able to replace the Coinage Act of 1873 for lawful money; however, MEMBER agrees that in the event that FRN's are the transmitting utility, that all funds are considered redeemable for gold and silver/lawful money.
- 4. TERMS OF SERVICE: The MEMBER is bound by the Ministry Terms of Service and acknowledges he / she has read and agrees to abide by the Terms of Service located on HISAdvocates.org which changes time to time.
- 5. DISPUTE RESOLUTION: The Ministry and The MEMBER commit to first seek dispute resolution through individual discussions with the Executive Director or person involved in the dispute, and then if necessary, through the Prayer Board. Should outside dispute resolution between the Ministry and the MEMBER become necessary, the Ministry and the MEMBER agree to both commit to seek a biblical Matthew 18 private dispute resolution.
- 6. NO CONFLICT: Neither the MEMBER nor the Ministry has any agreement, relationship, or commitment to any other person or entity that conflicts with the MEMBER's obligations to the Ministry or the Ministry's obligations to the MEMBER under this Agreement and Contract.
- 7. NECESSARY ACTS, FURTHER ASSURANCES: The parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement and Contract.
- 8. APPLICABLE LAW: This Agreement and Contract and any dispute arising from the relationship between the parties to this Agreement and Contract, shall be governed by, construed under, and enforced in accordance with the laws of the state of California and/or the STATE OF CALIFORNIA, at the discretion of the Ministry.
- 9. JURISDICTION: Jurisdiction for any dispute arising from the relationship between the parties to this Agreement and Contract shall be common law on the Republic for California and/or the STATE OF CALIFORNIA at the discretion of the Ministry.
- 10. ENFORCEABILITY: This Agreement and Contract shall be binding upon, and enforceable by and against, the parties and their respective successors, assigns, and legal representatives in accordance with its terms.
- 11. ASSIGNMENT: This Agreement and Contract may not be assigned by either party without the written consent of the other; provided, however, that the Ministry may assign its rights and delegate its duties under this Agreement and Contract without the MEMBER's consent to a successor by sale, merger, restructuring, reorganization, or liquidation, if such successor carries on the Ministry's Ministry substantially in the form in which it is being conducted at the time of the sale, merger, restructuring, reorganization, or liquidation.
- 12. ENTIRE AGREEMENT AND CONTRACT: This Agreement and Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement and Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement and Contract.
- 13. MODIFICATION OF AGREEMENT AND CONTRACT: This Agreement and Contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement and Contract shall be binding unless it is in writing and signed by both parties. No provisions in either party's correspondence or other Ministry forms used by either party shall supersede or add to the terms and conditions of this Agreement and Contract.
- 14. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement and Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 15. COMMUNICATIONS-NOTICES: Any notice, approval, or other communication required or permitted under this Agreement and Contract shall be given in writing in the English language and shall be given to the appropriate party by personal delivery, by fax, by certified mail (postage prepaid), or by overnight delivery by the Ministry. Any notice given by the Ministry shall not be binding unless signed by a duly authorized official of that party. Notice shall be deemed given as follows:
- 16. COMMUNICATIONS PERSONAL DELIVERY: When personally delivered to the MEMBER, notice is effective on delivery.
- 17. COMMUNICATIONS CERTIFIED MAIL: When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

- 18. CORRECTED ADDRESSES: Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its address, facsimile number by giving the other party notice of the change in any manner permitted by this Agreement and Contract.
- 19. SEVERABILITY: If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement and Contract to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 20. HEADINGS: The heading titles in this Agreement and Contract are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement and Contract nor affect any of the rights or obligations of the parties to this Agreement and Contract.
- 21. COMPLETION OF HISA AGREEMENT: All work as defined above will be completed by HISA in a timely fashion upon receipt of completed donations and necessary information for completion of such documents that HISA has agreed to assist with. The member is responsible, upon receipt of such documents, for their completion.

#### PART 2 ACKNOWLEDGEMENTS

- 22. I understand that I will be responsible for proof-reading all documents emailed to me. I understand I may need to print and execute such letters prior to returning them to the HISA. I understand I will be required to communicate with my assigned Member Support Representative with any questions and or concerns.
- 23. I understand that HISA cannot guarantee or warrantee the information as laws and codes are subject to change. Nothing in this Agreement and nothing in the PASSPORT's Application statements to Member will be construed as a promise or guarantee about the outcome of this matter. HISA makes no such promises or guarantees. HISA's comments about the outcome of this matter are expressions of opinion only.
- 24. I acknowledge the exclusive and private nature of this PASSPORT EDUCATION PROGRAM and I disclose that I am NOT a U.S. (Corporate) citizen, (Federal citizen) nor do I live or work in the District of Columbia or any federal territory, possession, location, or zone; I am NOT a resident alien, nor am I a Federal Officer or Agent. I acknowledge that I am NOT functioning in any "Trade or Business" as defined in Title 26 Section 7701(26); and I disclose that I am NOT receiving any privilege or benefit from any STATE or Federal government. However, I do understand that I am agent in fact of the Birth Certificate with the likeness of my name and that I know that the Birth Certificate is the Registered Entity that receives all interest, benefits, or privileges. In other words, the Birth Certificate is the U.S. citizen, and I am the Citizen of the United States of America known as a "state" of the Union Citizen.
- 25. I acknowledge the private and proprietary nature of the information I will be provided; and I agree NOT to share the information others without permission and acknowledge the liability to myself for providing this information to others who may use it improperly.
- 26. I acknowledge that the HISA PASSPORT EDUCATION PROGRAM has made no promises or guarantees about the outcome of said matter; even if no PASSPORT IS ISSUED, which is highly unlikely, I will still have paid and/or be responsible for agreed donations.
- 27. I acknowledge that I am fully and satisfactorily informed about PASSPORT EDUCATION PROGRAM offered by HISA and Directors and that I freely and willingly am choosing to receive their PASSPORT EDUCATION PROGRAM at this time.
- 28. I understand that the PASSPORT EDUCATION PROGRAM may include written communications, conversations in person as well as on the telephone, and I understand that I may freely choose whether or not I will receive, take and/or act upon said PASSPORT EDUCATION PROGRAM; this PASSPORT EDUCATION PROGRAM is NOT legal advice or counsel and should NOT be considered as such. All communications remain the intellectual property of HISA.
- 29. I understand that I am personally responsible for all my actions, mental, physical, emotional, and including actions that are of a "legal or lawful nature" that I may undertake, and they are freely taken as my own, regardless of the education given and/or outcome.
- 30. I understand that the HISA is NOT a law firm and that Directors, staff, or assigns are NOT a "lawyers", "bar attorneys" or "paralegals"; and the PASSPORT EDUCATION PROGRAM is NOT psychotherapy, medical therapy or advice, neither is it a substitute for any of these.
- 31. HISA offered me education throughout the whole process, and I agree that I have made all decisions and indemnifies and holds harmless HISA for my decisions.

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- 32. I agree to be responsible for reviewing my documents and correcting errors while holding HISA harmless; and I agree to indemnify and hold harmless HISA for any results of my submission of my passport application and of my future use or misuse of it, any errors and omissions; and any seen and unforeseen consequences.
- 33. Lunderstand all communications including phone calls will be recorded.
- 34. Lunderstand that after I have completed my Passport Application and HOLD-HARMLESS Agreement, all communication will be handled through the HISAdvocates.org portal where I originally submitted my support ticket request. (Yes, we know your signing this twice)
- 35. I agree that the PASSPORT EDUCATION PROGRAM is conducted only in English, requiring proficiency in English, HISA does not provide an interpreter, and I am responsible for any translation misunderstandings that may occur.
- 36. I understand I am free to reject any aspect of the PASSPORT EDUCATION PROGRAM at any time for any reason. By rejecting any aspect of the PASSPORT EDUCATION PROGRAM, HISA is not responsible for any prorated refund whatsoever. If during the PASSPORT EDUCATION PROGRAM, I feel I need assistance from anyone, either professional or otherwise; and I take full responsibility for rejecting the PASSPORT EDUCATION PROGRAM and obtaining such professional assistance.
- 37. I am fully aware that participating in the PASSPORT EDUCATION PROGRAM may contain risks of legal injury; I know and fully understand the scope, nature and extent of the risks involved in the PASSPORT EDUCATION PROGRAM and activities contemplated by this Agreement; and I voluntarily and freely choose to incur and assume all such risks and dangers.
- 38. I hereby fully and forever discharge and release HISA and Directors and assigns from all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and equity, in any way resulting from legal, personal, physical, psychological, or emotional injuries, distress, or death arising from or in any way related to the PASSPORT EDUCATION PROGRAM. This release from liability includes loss, damage or injury resulting from the negligence of HISA from any other cause or causes.
- 39. I agree not to institute, initiate, or assist the prosecution of any suit, claim or action at law or equity, or otherwise against HISA or Directors for damages which I or my heirs, executors, administrators, or assigns hereafter may have arising from or in any way related to the PASSPORT EDUCATION PROGRAM. This release from liability includes loss, damage, or injury resulting from the negligence of HISA and/or Directors, staff, and assigns from any other cause or causes.
- 40. I agree to indemnify and hold harmless HISA from any and all losses, claims, actions, or proceedings of any kind which may be initiated by me and/or any other person or organization on my behalf against HISA; this indemnification includes reimbursement of all legal costs and reasonable "legal" fees incurred by HISA to defend any such actions; further, I indemnify, defend, and hold harmless HISA against any and all third party claims, actions, suits, proceedings, and any related losses, liabilities, damages, expenses, including, but not limited to court costs and attorney's fees.
- 41. I understand and agree that I am waiving and forever abandoning any claims for punitive or exemplary damages against HISA, and I voluntarily choose to give up this Right.
- 42. I understand that this Agreement shall be construed and governed by the laws of the State of California, without the United States (Federal Government) and that it cannot be modified unless in writing and signed by both parties.
- 43. I agree that this Agreement contains all the promises and agreements between the parties regarding the release of HISA and/or Directors, staff, and assigns; and I agree there are no oral or written promises or agreements outside of this Agreement regarding the release of HISA and/or Directors, staff, and assigns.
- 44. I understand HISA does not provide any bond or insurance (neither medical, liability, nor incident) for me during my participation in the PASSPORT EDUCATION PROGRAM. Thus, if I want assurance or insurance of any kind, it is my responsibility to obtain such assurance or insurance at my own expense.
- 45. I agree that any controversy claim against HISA and/or Directors, staff, and assigns not released herein, arising out of or relating to my participation in the PASSPORT EDUCATION PROGRAM, shall be settled by private communications between the parties. This shall apply to all claims including allegations that there have been wrongful acts or omissions by HISA and Directors either intentionally or otherwise; the arbitrator's decisions may be entered in any court having competent jurisdiction; and by signing this, I am agreeing that any issue or claim arising out of my participation in the PASSPORT EDUCATION PROGRAM shall be decided in accordance to the Word of GOD, and I am giving up my Right to a trial by a Jury
- 46. I hereby expressly recognize that this Agreement is binding; and I have released any and all claims against the indemnified parties resulting from my participation in the PASSPORT EDUCATION PROGRAM.
- 47. I agree I am solely responsible for the initial workup and generation of these applications.
- 48. I understand that I am responsible for the completion and submission of all my work myself to appropriate agencies.
- 49. I agree HISA has discussed the ramifications of this PASSPORT EDUCATION PROGRAM with me.
- 50. I understand that if I breach the terms of this agreement, I am subject to having my membership in HISA terminated.
- 51. I HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THIS DATE. IF MORE THAN ONE MEMBER SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. MEMBER SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT. I HAVE CAREFULLY READ THIS HOLD-HARMLESS AGREEMENT AND UNDERSTAND ITS CONTENTS. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND

- SIGN THIS AGREEMENT OF MY OWN FREE WILL. ALL MONEY RECEIVED FROM ME TO HISA IS NON-REFUNDABLE. I RESERVE ALL MY RIGHTS NOT GIVEN UP AND AGREED UPON IN THIS HOLD-HARMLESS AGREEMENT. I also certify and agree that:
- 52. Either one of these following statements is true and correct: I was born on and within the united States of America land borders; if not I was naturalized in the United States; if not, I was born abroad but both parents are Citizens of the United States of America.
- 53. I do not believe my parents thought they were United States Federal citizens. I believe they both thought they were Americans, or Citizens of the United States of America.
- 54. I am currently not wanted for any felony offense by any US Federal Agency and I am not on parole in any STATE;
- 55. I desire to be recognized on my U.S. DS-11 passport application as a "state" of the Union Citizen as defined in law;
- 56. I recognize that I am not giving up any status or standing as a Citizen of both my state and of the de jure united States of America (Blacks 6<sup>th</sup> Def. of United States 3<sup>rd</sup> Def);
- 57. I AM NOT doing this to avoid prosecution or to get out of paying Federal, State and Local Income taxes.

#### PART 3 PRIVACY

- 58. CONFIDENTIALITY: WHEREAS, the Ministry is contracting the Member during one or more telephone, and/or electronic to provide services as a Member for the Ministry known as HIS Advocates, s.s.m.
  - A. WHEREAS, for purposes of the working period and so that each party may properly evaluate a potential the Ministry relationship(s) between the parties, the Ministry may disclose certain Confidential Information (as defined in Section 1.1 below) to the Member which is valuable and confidential to the Ministry;
  - B. NOW, THEREFORE, in consideration of the mutual agreements, obligations, and covenants herein contained, the parties agree as follows:

# ARTICLE I CONFIDENTIAL INFORMATION

59. CONFIDENTIALITY: The Member is covenanted during this Agreement and Contract and beyond termination to hold in strictest confidence the Ministry's records, membership information and all other current or future internal communications held in privy by the Member. The Member may not discuss or release information regarding one donor to any other donor or member of the Ministry. The Member may not release/share/post online any documents, data, records, and/or communications to any person, Organization, or Government Entity of any jurisdiction, including courts of law whether voluntarily or in response to court subpoena or order without written approval signed and notarized by the current Executive Director.

# Definition of Confidential Information.

- 60. The term "Confidential Information" is to be broadly defined and shall mean and include all proprietary and non-public information, whether delivered orally, in writing, or electronically, and relating to:
  - a. The Ministry's products, discoveries, processes, improvements, methods, designs, and techniques, including technical data, specifications, models, prototypes, and other tangible expressions thereof;
  - b. All trade secrets and confidential information relating to the Ministry's products, members, members identities, potential members, potential members identities, sales, the Ministry plans, The Ministry strategies, member ownership, staff, assigns, financial information, projected activities, requirements and sources, suppliers, contracts including the Member Agreements, and the means, methods, processes of providing services, and other operational information;
  - c. All information that has or could have the Ministry value or other utility in the Ministry in which the Ministry is engaged or in which it contemplates engaging; and
  - d. All information that, such as members contact data, if disclosed without authorization, could be detrimental to the interest of the Ministry.
- 61. Confidential Information shall not include information which the Member can demonstrate:

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- a. Is in the public domain or known to the Member prior to disclosure by the Ministry provided that if information was known to the Member prior to disclosure by the Ministry, the source of that information was not known by the Member to be bound by a confidentiality agreement with or other continual, legal, or fiduciary obligation of confidentiality to the Ministry;
- b. Becomes known to the public after disclosure by the Ministry to the Member, other than through a breach of this Agreement and Contract; or
- c. Becomes known to the Member from a source other than the Ministry without a breach of any obligation of confidence.
- d. Or the Member's copy-written intellectual property.
- 62. <u>Protection of Confidential Information by the Member</u>. At all times during and after the working period, the Member shall strictly regard and preserve as secret any and all Confidential Information and not disclose or transfer any Confidential Information to any person or entity without the prior written consent of the Executive Director of the Ministry. The Member's obligation shall be to maintain the confidential nature and protect from unauthorized use or disclosure of the Confidential Information by all reasonable means and with the same degree of care, but no less than a reasonable degree of care, as the Member uses to protect its own confidential information of like nature.
- 63. <u>Permissible Use of Confidential Information by the Member</u>. The Member shall use the Confidential Information only for purposes of evaluating the prospect of providing services as a Member for the Ministry and only for the benefit of the Ministry or at the Ministry's direction. The Member agrees not to use, or to permit or assist any other person or entity to use, any of the Confidential Information for the benefit of the Member or any third party without the prior written consent of an officer of the Ministry.
- 64. The Member's Disclosure of Confidential Information to Third Parties When Expressly Permitted in Writing by the Ministry. If the Ministry provides prior written consent to and permits disclosure of Confidential Information by the Member to a third party such as the Member's Ministry partner, employee/s, or accountant for purposes of the Member evaluating the prospect of providing services as a Member for the Ministry ("Authorized Third Party"), the Member agrees:
  - A. To advise the Authorized Third Party who receives Confidential Information of the existence and scope of these restrictions.
  - B. To require the Authorized Third Party to execute a separate confidentiality & non-disclosure agreement containing terms no less stringent than those contained in this Agreement and Contract.
  - C. To be responsible and liable for damages to the Ministry for any unauthorized disclosure of Confidential Information by Authorized Third Party; and
  - D. To require and facilitate the return to the Ministry of all documents or tangible manifestations of the Confidential Information in the control or custody of the Authorized Third Party as required by the Member in Section 1.6 below.
- 65. <u>Disclosure of Confidential Information in a Legal Proceeding</u>. If the Member is requested or ordered in any legal proceeding to disclose any Confidential Information, the Member shall not make any such disclosures without the prior written authorization of the Executive Director of the Ministry in the case of a request, or, to the extent lawfully permitted, without prompt prior written notice to an officer of the Ministry in the case of an order. The Member shall cooperate with the Ministry to attempt to resist or narrow such requests or orders or to attempt to obtain appropriate protective orders or other assurance of nondisclosure that the Ministry elects.
- 66. Return of Confidential Information. The Member shall return to the Ministry any and all documents or tangible manifestations of the Confidential Information in the control or custody of the Member, including any and all copies, compilations, or references to the Confidential Information, whether prepared by the Ministry, the Member, or any other party within five (5) Ministry days of the Ministry's written request. Neither the Member nor its agents or advisors shall retain any of the Confidential Information of the Ministry in its or their possession or control. The Member shall return all correspondence generated by the Member in response to a member via electronic or otherwise within the Ministry membership to the Ministry within (5) Ministry days of the Ministry's written request.
- 67. <u>Breach</u>. The Member and the Ministry agree that a breach or threatened breach or intended breach of this Agreement and Contract by the Member will cause irreparable damages and, therefore, in the event of a breach or threatened breach or

intended breach of this Agreement and Contract, the Ministry, in addition to any other rights ad remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach and shall be entitled to any damages they may suffer in the event of a breach or threatened breach or intended breach of this Agreement and Contract.

68. <u>Survival of Termination</u>. The foregoing restrictions shall survive termination of the working period, continue, and remain in effect in perpetuity.

#### PART 4 NON-SOLICITATION

DONATIONS AND EXPENSES (Circle One)

Member Non-Solicitation. The Member agrees not to solicit on behalf of the Member or any third party, any of the Ministry's staff, Members, suppliers, contracted workers, vendors, or members whose identity or information the Member became aware of as a result of the documentation period, for a period commencing with the Effective Date and lasting until passing [death] of the Member. For purposes of this Section 4, the term "solicit" means an attempt, effort, contact, or act that seeks to influence such solicited parties to cease or alter their membership, relationship, or affiliation with the Ministry.

The Member may not solicit outside of the membership to do passport paperwork or Living in the Private paperwork upon resignation or termination whose confidential information he/she has acquired through this website. In consideration of HISA and Directors allowing me to participate in the PASSPORT EDUCATION PROGRAM.

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	I have/will pay \$598	Initials			
	Someone else is paying for me	Initials			
complete balance	letes their portion of the agreement e of the work. The Ministry will prod ourt, birth certificate fees are separa	uce all document	s for member. All	costs copying, notari	
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# IDENTFICATION (not a part of this agreement)

Please place a copy of your De-Facto corporate identification here. This is to verify that you will have the ability to apply for a passport. This also is to verify that you are the applicant.

# Place Identification Here

# PROTECTION OF LAW

The authority of The Ministry and the MEMBER to enter this agreement and contract and to execute the duties under the terms conditions and obligations of this agreement and contract is protected under the provisions of 1:10, I:4:2: 612: 7: 4, 5, 6, 7, 9, 10. & 14: of the U.S. Constitution, the Supreme Law of the Land, wherein "no state shall pass any laws impairing the obligation of contracts". The Ministry, MEMBER [unless MEMBER is a U.S. citizen], and the terms, conditions and obligations of this Agreement and Contract are not subject to Federal or State Legislative or Regulatory Control. See Hale v. Hinkle, 201 U.S. 43: U.S. v Dickerson 4131\* 20 116; Hill v. Philpott, 445 F2nd 144, 146; Stuart v. U.S. 416 F2nd 450; U.S. v. Klackner, 273 F Supp 251.: Mattos v. U. S., 158 U.S. 237 at 243.; U.S. v. Wong Kim Ark. 169, 18 S. Ct. 456; State v. Simmons, 2 Spears 761, 767 (1884) Justice O'Neil.; Taylor v. Porter, 4 Hill 140, I46(1843) Justice Bronson,; Marbury v. Madison, 2 Cranch (5U.S.) 137, 176. 177 I803).; Fred Scott v. Sanford, I9 How. 393.: Reid v. Convert 354 U.S. I(1957), 1 I, Ed. 2"", 1148.; Miranda v. Ariz. 384 U.S. 436 at 491 (1966). USC 5 sec. 301 533 Note 3, 556, 566(d), 558(b).; USC 28 sec. 20?2 at clause 2.; Standard v. Olsen, 74 S. Ct. 768. 48 Arm. Jur 2nd Sec. 2 at pg SO.; Coppage v. Kansas, 236 U.S. 1, at I4.; Elliot v. Freeman 20 U.S. 178 (1911); Butchers Union Co. v. Crescent City Co.; Smith v. Morse, 2 CA 524.; Cooper v. Aaron, 358 U.S. I. NOTICE: Any person, Federal or State Administrative Agent(s). Law Enforcement Officer(s), Legislator(s), Judicial Officer(s), who by Earning or under color of law impair or abridge any or all of the terms, conditions or obligations of this Agreement and Contract or impair the actions of The Ministry or MEMBER named herein or their successors, while in the performance of their duties stated herein shall under 18 USC-Sec. 241 &. 242 be subject to a fine up to \$10,000 and imprisonment up to 10 years, as well as Civil penalty under 42 USC Sec. 1983, 1985, 1986. SEE: Hafer v. Melo, No. 90-681, P. 400] (Nov. 1991)