

## **GPO MEMBERSHIP AGREEMENT**

Lifted Logix LLC, an Oklahoma limited liability company, (“We” or “GPO”) is a “group purchasing organization,” which means that, among other things, we secure contracts to provide goods and services upon favorable terms for participating members (“GPO participants”). This Membership Agreement (the “Agreement”) governs your participation in the Program (as defined below). You (“Participant”) accept this Agreement by creating an account, participating in the Program, or otherwise using our Products and Services (as defined below), or by continuing to use our Products and Services after being notified of a change to the terms of this Agreement.

1. **Definitions.** As used herein, the following terms have the following meanings:

(a) “Affiliate” means, with respect to a specified person or entity, any person or entity that directly or indirectly controls, is controlled by or is under common control with the specified person or entity. A person or entity shall be deemed to control another person or entity if such first person or entity has the power to direct or cause the direction of the management and policies of such other person or entity, whether through ownership of voting securities, by contract or otherwise.

(b) “Location” or “Locations” means Participant Affiliates disclosed in writing to GPO.

(c) “Participant” means you, the entity accepting this Agreement.

(d) “Products and Services” means the apps, equipment, products, supplies, and services offered by GPO and/or Vendors through the Program from time to time.

(e) “Program” means the group purchasing program conducted by GPO, pursuant to which Participant and the Locations are entitled to purchase Products and Services in accordance with this Agreement and the Vendor Contracts.

(f) “Term” shall be defined as the period this Agreement is in effect, including the initial term and any renewal terms as provided in Section 3.

(g) “Vendor Contracts” means existing and future group purchasing agreements between Vendors and GPO for the purchase of Products and Services.

(h) “Vendor” or “Vendors” means the supplier(s) of Products and Services.

2. **Purchase of Products and Services; Membership Fees.**

(a) Recognizing that the power of a group purchasing program lies in the member’s support of the contracted products and services, Participant, on behalf of itself and its Locations, hereby designates GPO to act as its purchasing agent for Products and Services. Participant hereby authorizes GPO to (i) negotiate the terms of and enter into Vendor Contracts, (ii) cancel or modify any Vendor Contracts as it deems necessary, advisable or appropriate; and

(iii) receive from Vendors, distributors, and e-commerce companies, data relating to purchases of Products and Services under Vendor Contracts by Participant, its Locations and its clients.

(b) Participant and its Locations are hereby granted access to the Program. Therefore, Participant and its Locations shall have the right to purchase Products and Services under any Vendor Contracts, as well as access Products and Services offered by GPO.

(c) Participant and its Locations shall have no obligation to make any purchases or otherwise utilize any Vendor Contracts or Products and Services. However, when Products and Services are needed to be purchased by Participant, Participant and its Locations shall purchase such Products and Services through the Program but only if the Products and Services can be purchased for the same or more favorable terms. If a Vendor or other entity (an “Unaffiliated Entity”) approaches Participant with terms at least as favorable as existing Vendor Contracts, Participant shall first direct the Unaffiliated Entity to GPO for negotiation of a Vendor Contract to benefit the entire Program. If GPO is unable to consummate a Vendor Contract with the Unaffiliated Entity and is also unable to obtain terms at least as favorable from other sources, Participant may utilize the Unaffiliated Entity but only until GPO obtains terms at least as favorable.

(d) GPO shall assist Participant in its transition to and participation in the Program.

(e) GPO shall use its best efforts to negotiate Vendor Contracts with terms that are beneficial to the Participants.

(f) As a condition to being granted access to the Program and the associated savings, Participant shall pay a monthly membership fee of \$50.00 (“Membership Fee”), any required retainer, and any other fees that GPO may establish for Products and Services from time to time. The membership fee shall be paid in advance and will recur each month unless this Agreement is cancelled as provided in Section 3. **Participant specifically authorizes the recurring monthly charges set forth in this subparagraph.**

(i) To pay the Membership Fee, any required retainer, Transaction Fees (as defined below), and any other fees, costs, or expenses that GPO may establish or incur in connection with any Products and Services or Vendors from time to time (including, without limitation, any legal invoices from law firm Vendors), you may be asked to provide a payment method at the time you sign this Agreement, and if so, you agree to provide it. Additionally, you agree to permit us to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

(ii) By providing us with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; and (ii) authorize us to charge you using your payment method. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

(iii) GPO may, from time to time, incur shipping, handling, and other processing fees ("Transaction Fees") in connection with Participant using the Products and Services. In such event, GPO reserves the right to pass the Fees onto Participant, and if it does, Participant agrees to pay them in full. GPO will never incur Transaction Fees before telling you first.

(iv) For certain Products and Services, it may be more appropriate to charge Participant an administrative fee equal to a percentage of the Participant's total purchase, a percentage of the savings realized by Participant as a result of utilizing the Program to purchase such Products and Services, or some other appropriate fee determined by GPO in its sole and absolute discretion (the "Program Fee"). Participant agrees to cooperate with GPO in this regard. If Participant and GPO agree to a Program Fee for a particular transaction or series of transactions, GPO shall reduce the Program Fee earned in a year by the total amount of the Membership Fee paid by Participant during that year.

(v) All payments are final and non-refundable. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

3. Term; Cancellation. This Agreement shall remain in effect until cancelled by either you or GPO. You may cancel this Agreement at any time, with or without cause. If you cancel, your access to the Program ends at the end of the month in which you cancelled. GPO may cancel this Agreement at any time, with or without cause. If GPO cancels, your access to the Program ends at the end of the month in which GPO cancelled.

4. Consulting Services. For an additional fee of \$249.00 per month (the "Support Fee"), you may engage the GPO to provide Operations Support (as defined below) and Licensing Support (as defined below). If you do so, the following additional terms and conditions shall apply.

(a) GPO will provide Participant monthly operations support up to three (3) hours per month ("Operations Support"), as needed by Participant. The scope of the monthly Operations Support shall be determined by GPO and Participant but, at a minimum, will include access to GPO's business forms and access to GPO's staff to answer compliance-related questions. If GPO provides Operations Support in excess of the three (3) hour cap, however, Participant shall pay GPO a fee equal to \$100.00 per hour (the "Rate"), as well as any retainer reasonably requested by GPO. GPO shall bill against the retainer and keep only so much of the retainer that it has earned. Any balance shall be returned to Participant, unless otherwise agreed to by Participant. GPO shall bill in ¼ hour increments.

(b) If requested by Participant, GPO's Operations Support will include new State licensing or existing State licensing renewal support ("Licensing Support"). However, Participant acknowledges that GPO's ability to provide Licensing Support is dependent upon Participant's full cooperation, including, without limitation, timely following all instructions provided by GPO, timely responding to all requests of GPO, and timely providing all information requested by GPO. Failure to do so could result in delays in obtaining licensing. Participant further acknowledges and agrees that it will pay the Rate for Licensing Support, as well as prepay all Transaction Fees, and that the total fees and expenses may therefore exceed the Support Fee in a given month.

(c) GPO will endeavor to notify Participant of upcoming license and registration expiration dates, but Participant shall ultimately be responsible for keeping track and apprising GPO of those dates. THEREFORE, GPO SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY DAMAGES INCURRED BY PARTICIPANT AS A RESULT OF ANY RENEWALS BEING SUBMITTED LATE OR NOT BEING SUBMITTED AT ALL.

(d) GPO PROVIDES ITS MEMBERS WITH A GENERAL UNDERSTANDING OF THE REGULATIONS GOVERNING THE CANNABIS INDUSTRY AND OF THE VARIOUS BUSINESS ORGANIZATION AND TRANSACTION TERMS AND STRUCTURES THAT THEY MAY ENCOUNTER. PARTICIPANT FULLY UNDERSTANDS AND AGREES THAT NEITHER GPO NOR ITS COUNSEL, BC COUNSELORS AT LAW, PLLC AND MICHAEL BETTS (COLLECTIVELY, THE "FIRM"), WILL EVER PROVIDE PARTICIPANT OR ITS PRINCIPALS OR AGENTS ANY LEGAL REPRESENTATION, LEGAL ADVICE, OR OPINIONS OR RECOMMENDATIONS ABOUT THEIR RESPECTIVE LEGAL RIGHTS, REMEDIES, DEFENSES, OPTIONS, SELECTION OF FORMS, OR STRATEGIES, OR THE LEGAL SUFFICIENCY OF ANY BUSINESS TRANSACTIONAL FORMS THAT GPO MAY PROVIDE, UNLESS PARTICIPANT FORMALLY ENGAGES THE FIRM BY SIGNING AN ENGAGEMENT AGREEMENT OR CONTRACT FOR LEGAL SERVICES. **GPO IS NOT A LAW FIRM AND CANNOT PERFORM LEGAL SERVICES. NONE OF GPO'S OPERATIONS SUPPORT, LICENSING SUPPORT, LEGAL FORMS, OR OTHER SERVICES IS A SUBSTITUTE FOR THE ADVICE OR SERVICES OF AN ATTORNEY, NOR SHOULD CLIENT ACT ON ANY OF THE INFORMATION OR FORMS PROVIDED BY GPO WITHOUT FIRST SEEKING QUALIFIED LEGAL COUNSEL.**

5. Compliance with Contract Terms. Participant agrees to cause each of its Locations: (i) to comply with all terms of this Agreement as if such Location was a party hereto; (ii) to comply with all terms of the Vendor Contracts, including without limitation, payment terms, own use requirements, arbitration of dispute requirements and compliance level requirements contained therein; and (iii) to execute the necessary acknowledgements or other legal documentation as reasonably requested by GPO or any particular Vendor in writing evidencing such Location's agreement to comply with the terms of the relevant Vendor Contract, provided that any such acknowledgements or documents shall not be inconsistent with the terms of such Vendor Contract and this Participation Agreement.

6. Disclaimer and Limitation of Damages. GPO DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ANY PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY OPERATIONS, LICENSING, COMPLIANCE, OR OTHER CONSULTING SERVICES PROVIDED BY GPO; AND PARTICIPANT HEREBY EXPRESSLY RELEASES GPO AND ITS AFFILIATES FROM ANY AND ALL LIABILITY AND CLAIMS RELATING TO THE PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY OPERATIONS, LICENSING, COMPLIANCE, OR OTHER CONSULTING SERVICES PROVIDED BY GPO, AND ANY BREACH OR ALLEGED BREACH OF WARRANTY IN CONNECTION WITH SUCH PRODUCTS AND SERVICES AND COVENANTS NOT TO SUE GPO REGARDING THE SAME. In no event will Participant, Locations, GPO or any of their Affiliates, agents, officers, directors and employees be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including, without limitation, loss of profits, use, data or other economic advantage), however it arises, whether for breach of this Agreement, or in tort, even if they have been previously advised of the possibility of such damage.

7. GPO Vendor Fees; Rebates. Participant acknowledges that GPO may receive payment for its administration of the Program from one or more Vendors. Additionally, GPO may receive funds from Vendors designated as Vendor rebates based on purchases of Products and Services by Participant during the Term (“Rebate”). If it receives any Rebates, GPO shall distribute those funds to Participant.

8. Survival. The following sections of this Agreement shall survive expiration or termination of this Agreement: (i) this Section 8, (ii) Section 4(c), (iii) Section 4(d), (iv) Section 6, (v) Section 9, (vi) Section 10, (vii) Section 12, (viii) Section 13, (ix) Section 14, (x) Section 15, and (xi) Section 16.

9. Confidentiality; Non-Solicitation.

(a) Subject to our privacy policy, GPO and Participant (on behalf of itself and its Locations) hereby acknowledge that the terms and exhibits of this Agreement, and all information, documents and instruments (including, without limitation, all information regarding (x) the pricing, rebates, customer lists, discounts, shipping terms and other terms and conditions of the Vendor Contracts and (y) the Participant’s purchasing of Products and Services) delivered or otherwise provided to Participant or GPO in connection with this Agreement, or any of their respective agents, directors, officers or employees, is confidential (hereinafter, “Confidential Information”). Subject to our privacy policy, GPO and Participant (on behalf of itself and its Locations) agree that throughout the term of this Agreement and thereafter they shall maintain all Confidential Information in strict confidence and shall not disclose such Confidential Information to any third parties (including, without limitation, competing Vendors) but may disclose such Confidential Information, subject to the confidentiality provisions contained in any Vendor Contract, (i) on a “need to know” basis to its duly authorized officers, directors, representatives, consultants, accountants, attorneys, agents and Vendors, provided they agree to the same level of confidentiality as described herein; and (ii) in respect of, or as permitted by, any legal, tax or

regulatory obligation or requirement, including, without limitation, 18 U.S.C. § 1833(b). Participant acknowledges that Confidential Information related to Vendor Contracts, including pricing thereunder, is highly sensitive and confidential information, and the unauthorized disclosure or use of which will cause irreparable harm to GPO. Neither Party shall use, and Participant shall cause each of its Locations to not use, the other Party's name, trademarks, or service marks in advertising or promotional materials or otherwise without the other Party's prior written consent; provided, that GPO may identify Participant as a member in the Program.

(b) Participant shall not, directly or indirectly, use Confidential Information of GPO to solicit or call upon any person or entity or generate any revenues for Participant's or any third party's business(es) for any purpose other than for the benefit of GPO, nor shall Participant directly or indirectly circumvent any opportunities disclosed and/or the entities or individuals identified by GPO, either actual or envisaged. For example, GPO has or may disclose the identity of its confidential manufacturing, distribution, exporting, or importing relationships, or the identities of potential purchasers or sellers of goods. In such case, Participant shall not circumvent, avoid or bypass GPO, either directly or indirectly, with respect to any transactions involving such persons or entities.

10. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, or by express delivery service, or delivered personally, by private courier or fax, and followed by such mailing. Notice shall be deemed to have been given upon receipt. Notices shall be addressed to Participant at the address provided at registration and to GPO as follows:

Lifted Logix, LLC  
c/o BC Counselors at Law, PLLC  
1701 W. Northwest Highway, 1st Floor  
Grapevine, TX 76051  
Telephone: 972.584.9668  
Fax: 972.584.1599  
Attn.: General Counsel

11. Assignment. Except as otherwise indicated in this Agreement, neither party may assign or delegate this Agreement or any of its rights or duties set forth herein, without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, GPO shall have the right to assign GPO's rights, title and interest under this Agreement to any entity owned or controlled by GPO and shall have the right to subcontract or outsource to third parties specific obligations of GPO hereunder provided that GPO shall remain obligated for performance of such obligations. Either party may assign without consent from the other, their rights and obligations under this Agreement to a successor entity (in whole or part) as part of an internal reorganization which results in being organized in one or more different legal entities or any other corporate form(s), whether through conversion, merger, or otherwise.

12. Severability. If any part of this Agreement shall be determined to be invalid, illegal or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly

promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without regard to the conflict of laws and principles thereof.

14. Counterparts. This Agreement may be executed and delivered electronically and in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. The exchange of executed counterparts of this Agreement or of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original for all purposes.

15. Merger Clause. This Agreement and our privacy policy (which is hereby incorporated by this reference) sets forth the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby, and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. No party hereto has relied upon any oral or written statement, representation, warranty, covenant, condition, understanding or agreement made by any other party or any representative, agent or employee thereof, except for those expressly set forth in this Agreement or in the exhibits hereto. WE MAY CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME, AND WE'LL TELL YOU WHEN WE DO. PARTICIPATING IN THE PROGRAM AND/OR OTHERWISE UTILIZING THE PRODUCTS AND SERVICES AFTER THE CHANGES BECOME EFFECTIVE MEANS YOU AGREE TO THE NEW TERMS. IF YOU DON'T AGREE TO THE NEW TERMS, YOU MUST STOP USING THE PROGRAM AND CLOSE YOUR ACCOUNT.

16. Compliance. Participant agrees and certifies that at all times he/she/it and his/her/its employees, agents and contractors shall comply with all Oklahoma statutes, laws, and regulations, including, without limitation, local ordinances, relating to the cultivation, processing, transfer and disposal of Marijuana (as defined in OKLA. STAT. tit. 63, §427.2(28)).

17. TCPA Disclosure. By creating an account, participating in the Program, or otherwise using our Products and Services, you agree that We and our Authorized Entities (as defined below) may, from time to time, make calls and/or send text messages to you for any reason at any telephone number (including wireless telephone numbers) that you provide. The manner in which these calls or text messages are made to you may include, without limitation, the use of pre-recorded/artificial voice messages and/or automatic telephone dialing system, and these calls or texts could result in charges to you depending upon your service plan. Unless you opt out, you also agree that We and our Authorized Entities may either send e-mails to you for any reason at any e-mail address that you provide, or to the extent permitted by law, use any other electronic means of communication. This consent may be revoked at any time and by any reasonable means, and it is not a condition of using our Products and Services. "Authorized Entities" means our



employees, agents and independent contractors, together with each of their respective principals, agents, affiliates, successors and assigns.

LIFTED LOGIX LLC

PARTICIPANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_