

# COLLECTIVE AGREEMENT

(Patient Membership Agreement)

I, the “Member,” agree to all of the following terms and conditions of membership of **Northspur California**, a California nonprofit mutual benefit corporation (referred to as the “Collective”). I understand that this Agreement is required to join the Collective, and I promise to abide by its terms and conditions at all times during my tenure as a member of the Collective. In consideration of the processing of my application, and of the rights, privileges and benefits of membership in the Collective, and for other good and valuable consideration the receipt of which is hereby acknowledged, I enter into this Agreement as of the signing of this Agreement.

## Terms, Conditions & Representations

1. I represent and warrant that all information, representations, records and other documents I provide to the Collective, and those provided on my behalf, to join the Collective, and as may be submitted in the future to maintain my membership and to receive medical marijuana cultivated by members of the Collective or medical marijuana derivatives produced by members of the Collective, are to the best of my knowledge and belief true, correct, complete and without any material omission.
2. I am a California resident, over 18 years of age, a qualified patient under California Law, and my doctor has recommended medical marijuana as appropriate treatment for my serious medical condition. Under the Compassionate Use Act of 1996 (California Health and Safety Code §11362.5) and the Medical Marijuana Program Act (California Health and Safety Code §§11362.7 *et seq.*), I may use, possess, cultivate and transport marijuana, for medical purposes only, within the State of California.
3. Federal drug laws, as interpreted by the United States Supreme Court, do not recognize an exception for the medical use of marijuana, even when recommended by a licensed physician. Patients who use marijuana for medical purposes accept the risk that compliance with state and local laws, and with this Agreement, may not protect you from possible federal prosecution.
4. I understand that all prices are suggested donations based on the Collective’s costs of operations, which involve manufacturing research designed to serve our Members with better medicines at better prices using sustainable technologies. The Collective is a research organization aiming to broaden consumer access to healthy herbal medicines made with environmentally friendly and healthy processes.
5. I understand that the Collective established itself in accordance with California Health and Safety Code section 11362.775 so that qualified patients, persons with an identification card, and their designated primary caregivers, may associate with each other in order to collectively cultivate marijuana and distribute it to members of the collective to use for medical purposes as authorized under California law. I agree to comply with (1) this Agreement, (2) rules, regulations, policies, and procedures adopted by the Collective's board of directors, (3) any lawful directions, instructions and requests from staff of the Collective in connection with the delivery of medical marijuana to me for my personal medical use, and (4) state and local laws relating to medical marijuana and medical marijuana collectives, as the same may be amended from time to time. I acknowledge and agree that all activities relating to the cultivation, transportation, possession, storage, allocation, acquisition, disbursement, provision and use of medicinal marijuana by or through the Collective and its members are conducted solely for the mutual benefit of members of the Collective. Any sale, gift, distribution

or transfer of possession of medical marijuana by the Collective or its individual members to any person who is not a member of the Collective is strictly forbidden.

6. I understand that marijuana will be cultivated specifically for me based on my individual medical needs. As such, I authorize all members of the Collective to possess, cultivate, and transport medical marijuana on my behalf within the State of California. "Medical marijuana" in this Agreement shall refer to marijuana and its derivatives, including processed forms.

7. I agree not to distribute any marijuana to anyone who is not an active member of the Collective, and only to use the medical marijuana obtained from the Collective for my personal, legitimate, medical needs. I will not take my personal medical marijuana out of the State of California for any reason. I further agree that I will not share, sell, barter, trade, give, exchange, deliver or otherwise provide my medical marijuana to any other person.

8. The Collective is a company, the primary purposes of which are to facilitate the collaborative efforts of its patient and caregiver members — including the allocation of costs and revenues — to cultivate, process, transport, store and distribute medical marijuana to qualified patients who join the Collective, in accordance with California and local laws. As a member, I agree to pay a production fee for the medical marijuana grown on my behalf to ensure the Collective's continued operation, and that such payments are not in any way to be construed as a commercial sale. I further understand and agree that production fees are set at levels reasonably calculated to cover the Collective's direct and indirect overhead costs and operating expenses, including the amortization of startup costs, capital costs, and maintenance of reasonable reserves to cover contingencies and higher than anticipated overhead and operating expenditures. I understand and agree that, as a member, my proportional share of such costs and expenses is not susceptible to precise scientific calculation, and that the most fair and reasonable means of raising the revenues needed to operate the Collective, and of distributing the costs among the Collective's members, is for each member to pay a production fee based on the amount of medical marijuana cultivated for and obtained by the member from the Collective.

9. I authorize the Collective to possess the medical marijuana as described under this Agreement jointly with other Collective members under similar membership agreements. I agree the medical marijuana possessed by the Collective at any time is the collective property of every patient who is also under this membership agreement and the care of the Collective.

10. If I am affiliated with law enforcement, I will provide immediate written notice to the Collective along with this membership agreement. Written notice of my law enforcement position or affiliation will be attached to this agreement and made clearly available to the Collective's managers and caregivers. I accept full personal liability for any delay in providing this information and acknowledge that I will be personally required to pay damages no less than \$250,000 if I do not disclose my affiliation with law enforcement.

11. I agree to produce for inspection, copying and photographing my original, or true and correct copy, of my written doctor's recommendation or a valid medical marijuana identification card (MMIC) issued by the California Department of Public Health to the Collective or any of its authorized employees or agents when I receive medical marijuana from the Collective.

12. I agree that any violation of the terms of this Agreement or any other rules, regulations and procedures established by the Collective's board of directors are grounds for immediate termination of membership, and that the Collective's management reserves the right to refuse to provide medical marijuana on any given day to any member for any reason or no reason whatsoever.

13. I agree to provide the Collective with all changes in my contact information, diagnosis, or primary physician immediately.

14. As a member of the Collective, I, my heirs, and those with me, expressly and forever disclaim the warranty of merchantability and the warranty of fitness for a particular purpose with respect to marijuana I obtain from or through the Collective.

15. I understand that marijuana may impair a person's ability to drive or operate machinery. I agree not to drive while under the influence of marijuana, or to use marijuana in any vehicle even if I am a passenger.

16. I agree not to loiter or use marijuana on or within 1000 feet of a school, playground, park, youth facility, child care facility, church or library (except that I may use marijuana for medical purposes within my own residence). I will not smoke marijuana at any location or under circumstances where smoking is prohibited by state law.

17. I, my heirs, and those with me expressly and forever waive any and all claims now known, or discovered at any time in the future due to, related to or arising from my use of marijuana or any other product/herb/food/oil/concentrate I may obtain from the Collective.

18. I, my heirs and those with me expressly and forever release the Collective, its officers, directors, members, landlords, operators, managers, employees, agents, growers, providers, wholesalers, and vendors, from and against any and all lawsuits, alter-ego lawsuits, demands, charges, or claims whether for personal injury, wrongful death, or any other form of injury or damages, with references to the strength, potency, purity, toxicity, storage or handling, appropriateness for your condition of any marijuana and related products I may obtain from the Collective, or any other thing, matter, occurrence, damage, or injury, further, that I knowingly waive the provisions of California Civil Code section 1542 which states in pertinent part that "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

19. It is the responsibility of every patient to keep all medicine, including medical marijuana, far away from children. Keep your medicine under lock and key so nobody, especially children, can get to it. Any deviation from this rule is done at the sole risk and responsibility of the Member.

**I hereby affirm that I read, understand and agree to the terms and conditions of this membership agreement without reservation.**

Member's Name: \_\_\_\_\_

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_