

PENNSYLVANIA CANNABIS COALITION MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (“Agreement”) is entered into between Pennsylvania Cannabis Coalition (“PCC”), a Commonwealth of Pennsylvania nonprofit corporation, and the undersigned (“Member”).

Member agrees to be a Member of PCC on the following terms and conditions:

1. MEMBERSHIP

1.1 Class of Membership. Subject to the terms and conditions of this Agreement and the Bylaws, Member agrees to be a Member of PCC in the class designated on the signature page of this Agreement.

1.2 Membership Eligibility.

1.2.1 Permit Holders. The entity holds a majority interest in one or more permits to grow/process or dispense cannabis within Pennsylvania. Permit Holder Members are classified as Voting Members.

1.2.2 Non-Permit Holders. The entity does business with one or more Pennsylvania permit holders. Non-Permit Holder Members are classified as Non-Voting Members.

1.3 Support for Mission. During the term of its membership in PCC, the Member will support the purposes of PCC.

1.4 Member Benefits. The Member shall be entitled to the benefits provided by this Agreement and the Bylaws. The Member shall be entitled to participate in PCC membership meetings, to receive materials disseminated to the Member, to access World Wide Web pages maintained by PCC, and to the other benefits of the applicable class of membership, as determined by the PCC Executive Committee or as specified in the Bylaws.

1.5 Use of Name. The Member may publicly disclose that it is a Member of PCC. However, the Member may not identify any product or service as being sanctioned by, sponsored by or associated with PCC, or compliant with any specification, standard, guideline, or best practice developed or adopted by PCC, unless in accordance with policies and procedures which may be established by PCC. PCC shall have the right to include the Member’s name in any lists of Members published by PCC and to announce that the Member has joined PCC.

1.6 Voting Members. The Voting Member acknowledges and agrees that it and any of its affiliates shall be treated for all purposes as one Member, entitled to the number of votes as currently determined by the Voting Members on all

matters upon which the Member is entitled to vote. Any Member that is an entity acknowledges and agrees that it shall designate a single, natural person to serve as its Voting Member, who shall represent the Member interests.

2. OBLIGATIONS OF MEMBERS

- 2.1 **Bylaws.** The Member has reviewed, hereby approves and agrees to abide by the Bylaws. Terms used in this Agreement have the same meaning as when the same terms are used in the Bylaws.
- 2.2 **Dues and Other Fees.** The Member shall pay dues, fees, and other assessments applicable to its class, as established from time to time by the PCC Voting Members. The PCC Executive Committee may establish reasonable additional fees or charges for participation in meetings or for other benefits of membership. All dues, fees, and/or assessments will be paid by the member within 30 days of receipt of an invoice.
- 2.3 **Antitrust Policy.** The Member has reviewed, hereby approves and agrees to abide by PCC's Antitrust Guidelines. The Member also agrees to comply with all applicable antitrust laws pertaining to the Member's participation in PCC. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law.

3. INTELLECTUAL PROPERTY

- 3.1 **Trademarks.** The Member agrees not to assert against PCC or any Member any trademark or trade name rights it may have now or hereafter in the terms "Pennsylvania Cannabis Coalition," "PCC," "P.C. Coalition" or any confusingly similar terms. Member shall not use or adopt any trademarks for any product, service or specification likely to cause confusion with any trademarks or trade names adopted by PCC, unless agreed to by the PCC Executive Committee.

4. TERM AND TERMINATION

- 4.1 **Term.** Unless terminated as provided herein, this Agreement shall remain in full force and effect, renewing annually upon the Member's payment of dues.
- 4.2 **Termination by Member.** The Member may withdraw from membership by terminating this Agreement at any time upon the giving of written notice to the organization. Member shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination.
- 4.3 **Termination by PCC.** PCC may terminate this Agreement on written notice, if Member breaches its obligations under this Agreement or under the Bylaws, provided PCC shall first give Member written notice and thirty (30) days' opportunity to cure the breach. Member shall be obligated to pay dues,

assessments, or fees which accrued prior to the effective date of termination.

5. **LIMITATION OF LIABILITY/REPRESENTATION**

- 5.1 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ANY MEMBERS OR PCC BE LIABLE TO OTHER MEMBERS OR TO PCC FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **OTHER PROVISIONS**

- 6.1 **No Transfer.** The Member may not transfer, assign or sublicense any of its rights or obligations under this Agreement without the prior written consent of PCC. Any attempted transfer in violation of this Section is null and void.
- 6.2 **Notice.** Notice under this Agreement may be sent to the Member at its address stated below or to its Representative. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by express mail or by courier, or three (3) days after being sent first-class mail, postage prepaid, addressed to the Member or its Representative at the address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given by first class mail, postage prepaid or by electronic mail.
- 6.3 **Tax Matters.** Member agrees and acknowledges that dues, contributions, or gifts to PCC are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses, except that 30% of Member's payment is not tax deductible on account of PCC's lobbying activities.
- 6.4 **No Joint Venture.** Nothing contained in this Agreement and no action taken by the Member shall be deemed to render the Member an employee, agent or representative of PCC or any other Member, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Members or with PCC.
- 6.5 **Compliance with Laws.** The obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, pertaining to the Member's participation in PCC.
- 6.6 **Governing Law.** This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the Commonwealth of Pennsylvania, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

- 6.7 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.
- 6.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 6.9 **Integration.** This Agreement supersedes and replaces any and all prior representations, agreements and understandings relating to the Member's membership in PCC, except the Bylaws.
- 6.10 **Authority.** The Member represents and warrants that it is authorized to enter into this Agreement. The undersigned person represents and warrants that he/she is authorized to sign this Agreement on behalf of the Member.
7. **EFFECTIVE DATE:** This Agreement shall be effective when it is accepted by PCC.

Signatures appear on the following page.]

MEMBER INFORMATION

Member Entity Name: _____

DBA (i.e. brands, dispensaries etc.): _____

Member Company Address: _____

City: _____ State: _____ Zip: _____

Website: _____

Primary Representative Name: _____

Primary Representative Signature: _____

Title: _____

Primary Representative Phone: _____ Email: _____

Secondary Representative Name*: _____

Secondary Representative Phone: _____ Email: _____

Primary and Secondary Contacts will be considered the Member's Representatives for all PCC matters unless indicated otherwise in writing to Executive Director.

**Secondary Representatives are reserved for Permit Holding Members and Non-Permit Holding Members of the Diamond, Corporate, Platinum or Gold Classes.*

Accounts Payable Information

AP Representative Name: _____

AP Address: _____

AP Phone: _____ AP Email: _____

Confirmed Membership Class (see Section 1.2):

Permit Holding Member: Grower/Processor (#): ____ Dispensary (#): ____ Clinical Registrant:

Non-Permit Holding Member: Diamond: ____ Corporate: ____ Platinum: ____ Gold: ____ Silver: ____

Member ACCEPTED AND AGREED:

By: _____ Date: _____

PCC ACCEPTED AND AGREED:

By: _____ Date: _____

Meredith Buettner Schneider, Executive Director – Pennsylvania Cannabis Coalition
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