

TeamGrow LLC BRANCH MEMBERSHIP AGREEMENT

TERMS AND CONDITIONS By submitting this Application, you agree to receive communications from or relating to TeamGrow LLC, and further agree that TeamGrow LLC may share your information and any other information and material you provide with other TeamGrow LLC members, affiliates, vendors, and third parties in order to provide you services as a TeamGrow LLC member. See TeamGrow LLC Privacy Policy for more information.

- **ARBITRATION.** All disputes arising out of or relating to this Agreement or the member's participation in TeamGrow LLC shall be resolved by binding arbitration in accordance with the laws of the State of Kentucky. The Arbitration shall be subject to the Rules of the American Arbitration Association. The clause encompasses any and all disputes involving TeamGrow LLC, and their officers, directors, employees, agents and representatives, as well as members, provided that the disputes pertain to membership or participation in TeamGrow LLC.
- **LIMITATIONS OF LIABILITY.** Notwithstanding any other provision of this Agreement, any liability to you involving TeamGrow LLC, and their officers, directors, employees, agents and representatives for any cause whatsoever arising out of or related to this Agreement and/or membership or participation in TeamGrow LLC, and regardless of the form of the action, will at all times be limited to the amount of the annual membership fee paid by you for membership in TeamGrow LLC. Except in Jurisdictions where such provisions are restricted, in no event will there be any liability to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages. No actions hereunder may be commenced unless brought within one (1) year of accrual.
- **TERM.** All fees are measured from the application date. Terms runs one (1) year from the date the term begins.
- **CERTIFICATION.** I hereby declare and certify that all statements contained in this application and any accompanying documents are true and correct, and that any misrepresentation or false statement may be grounds for rejecting my application or, if discovered after my application has been accepted, subject me to immediate termination at or TeamGrow LLC's discretion without any reimbursement. I further understand that my membership is conditional and I agree, accept and will abide by all the terms and conditions set forth herein. I acknowledge that breach of these terms, conditions, and policies shall be grounds to terminate my membership. I understand and agree that **UPON ACCEPTANCE, FEES ARE NON-REFUNDABLE WITHOUT EXCEPTION.**

TeamGrow LLC MEMBERSHIP TRADING AGREEMENT

A. CONTRACT AND MODIFICATION OF CONTRACT

The following terms & conditions constitute the contract by and among Member and TeamGrow LLC. Any use of TeamGrow LLC to facilitate a transaction by a Network Member (hereinafter Member) constitutes acceptance of all terms, conditions, policies and procedures as most recently adopted by TeamGrow LLC. They apply to all TeamGrow LLC Members' and to all transactions facilitated by TeamGrow LLC. At its sole discretion, TeamGrow LLC may amend this Agreement and/or, Dues and/or Fees by giving Member seven (7) days written notice via e-mail. TeamGrow LLC may amend the Policies and Procedures with seven (7) days written notice via e-mail. Any purchase or sale by Member, which makes use of TeamGrow LLC after these time frames constitutes acceptance by Member of such change(s) and the agreement of Member to abide by the same.

B. PARTICIPATION IN THE EXCHANGE

1. NATURE OF THE PARTIES

- a. TeamGrow LLC operates an association of businesses and professionals who have joined together to do business among themselves through the organized system which is regulated by the record-keeping and administrative services of TeamGrow LLC or its designee and through the medium of TeamGrow LLC Trade Dollars. TeamGrow LLC functions as a clearinghouse for the transactions of the Network membership.
- b. TeamGrow LLC regulates the Network. TeamGrow LLC acts as a third party record-keeper and administers the clearinghouse function of the Network for the Members'. TeamGrow LLC may contract with others to provide all or part of such services.

- c. Member is a bona fide and legal business that desires to do business with other members of the Network and hereby subscribes to TeamGrow LLC's services. Member warrants that it is in compliance with all State, Federal, industry and professional laws and regulations.
- d. TeamGrow LLC reserves the right of final approval of this agreement and may refuse to accept anyone as a Member for any reason it deems necessary.
- e. The signer of this agreement hereby acknowledges that they are over 18 years old.

2. DISCLAIMER OF WARRANTY AND LIABILITY

TeamGrow LLC makes no representation or warranty, either express or implied, and disclaims all liability, as to the fitness, quality, delivery date, merchantability, prices or any term of any trade transaction. Member agrees to indemnify and hold TeamGrow LLC harmless with respect to any claim, debt, or liability whatsoever, arising out of any transaction wherein Member is a Buyer or Seller. Member acknowledges that any transaction facilitated by the Network, in Which Member participates is entered into by Member on a voluntary basis. Member agrees to waive any claim, debt, or liability whatsoever against TeamGrow LLC arising out of any computer or software malfunction or processing errors.

3. TAXES

Seller shall be solely responsible to collect and remit to the appropriate taxing Authorities the applicable taxes and shall collect and record these as required by law. Under no circumstances is TeamGrow LLC responsible to pay any taxes on behalf of any Member. Transactions involving TeamGrow LLC Trade Dollars are generally treated as taxable events for federal, state or provincial, and local tax purposes and TeamGrow LLC reports TeamGrow LLC Dollar sales to the appropriate government taxing

authority. In the United States, TeamGrow LLC is required by law to submit a Form 1099-B for each Member Account to the IRS each year reporting the gross sales of the Account. The declaration and reporting of applicable taxes resulting from trade transactions rests solely with the Member. Member agrees to indemnify and hold TeamGrow LLC harmless for any actions TeamGrow LLC takes to comply with federal, state or provincial, and local taxes.

C. ADMINISTRATION OF THE EXCHANGE AND TeamGrow LLC TRADE DOLLARS

1. NATURE OF TeamGrow LLC TRADE DOLLARS

Members' conduct transactions (purchases or sales of goods or services) using the TeamGrow LLC accounting system. Payments are made by posting debits and credits to the buying and selling Members' respective accounts, pursuant to these Rules and in the form of TeamGrow LLC Trade Dollars.

A "TeamGrow LLC trade dollar" is a private currency which operates as contractually accepted tender for specified private debts only, between exchange members, backed only by the goods and services available within the Network, and regulated by TeamGrow LLC. TeamGrow LLC Trade Dollars denote value received for goods or services sold, and may be exchanged for other goods or services made available by TeamGrow LLC Member's. Trade Dollars may be used only in the manner and for the purposes set forth in this agreement & the Policies & Procedures. Neither TeamGrow LLC nor Member shall consider TeamGrow LLC Trade Dollars as legal tender, securities, or commodities. TeamGrow LLC disclaims any and all responsibility for the acceptance or negotiability of TeamGrow LLC Trade Dollars or for the availability of goods or services from any source.

2. LIABILITY FOR TeamGrow LLC TRADE DOLLARS

Member acknowledges that TeamGrow LLC Trade Dollars in the Network (positive balances) are the liabilities of persons who have spent more than their earnings (negative balances); that there is a creditor/debtor relationship between such persons, and that TeamGrow LLC transactions incur the normal business risks associated with any credit transaction. Any positive trade balances are solely the liability of Members' who owe TeamGrow LLC Trade Dollars to the Exchange and are not the liability of TeamGrow LLC.

- a. Member acknowledges and grants to TeamGrow LLC the right and power to regulate and control the number of TeamGrow LLC Dollars within the Network.
- b. Member grants to TeamGrow LLC the right and power to borrow from the Network.
- c. Member is NOT authorized to sell TeamGrow LLC Trade Dollars for cash.
- d. Member will receive periodic statements (accessible through login) reflecting member's Account activity and amounts due and owing to TeamGrow LLC. Statements are deemed accurate as produced unless member notifies the TeamGrow LLC office in writing of any discrepancy, within four weeks of the statement date.

D. SUSPENSION OR TERMINATION

1. If Member violates this Agreement or the currently effective Policies and Procedures, TeamGrow LLC may immediately terminate Members' account or may freeze all activity in the account without notice and/or make immediate adjustment to the transactions involved. At its sole discretion, TeamGrow LLC may reinstate Member or unfreeze Members' account.

2. Either party may terminate this Agreement upon seven (7) days written notice to the other party. Upon termination:

- a. All cash and TeamGrow LLC Trade Dollar service fees outstanding become due and payable immediately. No service fees will be refunded.
- b. Any Member with a negative account balance (where purchases exceed sales) must balance their account with TeamGrow LLC Trade Dollars within thirty days of termination date. After said thirty day period, Member must immediately pay TeamGrow LLC any remaining negative balance in cash.
- c. Any Member with a positive balance (where sales exceed purchases) must spend out their account within sixty days of termination. Any trade dollars remaining after sixty days will become the property of TeamGrow LLC.

E. FEES

1. Ongoing Trade Buyer Services Fees are 5% of the total Transaction Amount due from the Seller payable in trade.
2. Funds for the cash fees must be available at the time of the transaction or it will not be processed. You may do this by having a debit or credit card on file with TeamGrow LLC. If you prefer to pay by check, you can Pre-pay Your account and TeamGrow LLC will deduct the fees from your available balance.
3. Fees paid to TeamGrow LLC are non-refundable. If buyers or sellers do not complete a transaction, or if performance of Members' obligations to each other is disputed, TeamGrow LLC will not be obligated to refund any fees it has received. In certain circumstances an approved cash credit may be applied to Members' accounts.
4. Transaction fees payable are due at time of purchase and fees due for more than 45 days will be assessed a late fee of \$25.00 per month, or 1.50% of the unpaid balance, whichever is more.
5. By acceptance of this agreement the Member agrees personally and corporately to guarantee payment of all cash fees and is responsible for all negative trade dollars, if any.

F. CREDIT/ PERSONAL GUARANTEE/CREDIT CARD/ BANK DRAFT

1. CREDIT: Credit when and if extended by TeamGrow LLC to a member, is done at the sole discretion of TeamGrow LLC and is due and PAYABLE ON DEMAND IN CASH. Credit is subject to a 1 and 1/2% per month compounded interest charge until paid. TeamGrow LLC may, at its discretion, clear such overdrafts through member's credit card account.
2. PERSONAL GUARANTEE: That in the event of bankruptcy, or insolvency, or failure to of the Member's business or corporation, to clear any delinquent overdrafts, that such delinquent overdraft is hereby unconditionally guaranteed individually by the owner, officer, or individual signing this contract.
3. CREDIT CARD/BANK DRAFT: Any Member who does not have a current credit card and/or current bank draft on file for payment of fees to TeamGrow LLC will have ongoing Cash Buyer Services Fees increased to 15.00% of the total Transaction Amount due from the Buyer payable in cash.

G. MISCELLANEOUS

1. LEGAL REQUIREMENTS

Member shall abide by applicable international, federal, state or provincial, and local laws or regulations pertaining to Exchange transactions. TeamGrow LLC shall not be responsible for any failures on the part of Member to comply with such laws and regulations. Member agrees not to hold TeamGrow LLC liable for any action TeamGrow LLC takes to comply with applicable laws or regulations.

2. ARBITRATION

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by final and binding arbitration, rather than in court, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the laws of the State of Texas. Any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

3. NO WAIVER OF RIGHTS

TeamGrow LLC's failure or delay in exercising any right, will not operate as a waiver of that right, nor shall the partial exercise of a right preclude any other or further exercise of any right. TeamGrow LLC's remedies are cumulative and are not exclusive of any remedies provided by law.

4. SEVERABILITY; ATTORNEY'S FEES

Every item contained in this agreement is severable from every other term herein. If any term should be judged unenforceable, it shall not affect the enforceability of other terms outlined in this Agreement or the Policies and Procedures. If legal action must be taken by TeamGrow LLC, Member shall pay TeamGrow LLC reasonable attorney's fees, costs, plus interest from the date of default until payment in addition to any other judgment as granted by a court of law or an acceptable arbitration.

5. DISSOLUTION

If TeamGrow LLC terminates or otherwise ceases to do business, all Members' in a negative TeamGrow LLC Trade Dollar position will pay amounts they owe in cash (one TeamGrow LLC Dollar being equal to one United States dollar in cash) into a fund. The fund, less expenses, will be distributed pro rata to all Members' who are in a positive TeamGrow LLC Trade Dollar position. TeamGrow LLC is not liable to any Members' for cash or TeamGrow LLC Trade Dollars beyond the distribution of such funds.

6. SECURITY INTEREST

Member hereby grants TeamGrow LLC a security interest in all Trade Dollars in Members' account for the amount of all unpaid cash fees. If Member becomes insolvent or bankrupt all cash fees shall be due and payable in full. TeamGrow LLC shall have the option in lieu of filing as a creditor of treating the Trade Dollar balance as equal in value to the amount of cash fees owed, and terminating the account; provided however, that if TeamGrow LLC does receive all of its cash fees in full, TeamGrow LLC shall reinstate the Trade Dollars to the Members' account.

7. WARRANTY OF INFORMATION

Member warrants that it provides all information to TeamGrow LLC in good faith and that such information is accurate to the best of Members' knowledge.

8. ELECTRONIC SIGNATURES

TeamGrow LLC will, and Member agrees that TeamGrow LLC may, accept an electronic or e-mailed signature as an original, legal signature.

9. MARKETING

Member expressly consents to allow TeamGrow LLC to use Member's name, logo, copyright, trademark, and any other marketing and/or branding in TeamGrow LLC marketing, promotion, events, and other member services.

10. ELECTRONIC COMMUNICATION

Member hereby expressly consent to receive from TeamGrow LLC (and from TeamGrow LLC Brokers) emails, text messages and other communications that TeamGrow LLC may send, including, without limitation, mobile push notices, any required notices, messages containing information promoting the sale, lease, or other disposition of products and services made available through TeamGrow LLC, or containing transaction notifications or other information regarding the operation of TeamGrow LLC. Member agrees that all agreements, notices, emails, text messages, disclosures, and other communications that TeamGrow LLC provides to member electronically satisfy any legal requirement that such communications be in writing. Member agrees that TeamGrow LLC is not responsible for, and does not control, represent, or endorse the accuracy, reliability, integrity, or legality of any email, advertising, or other information provided by Members or Brokers.

11. ENTIRE AGREEMENT

Member acknowledges that it is not relying on any oral representations concerning this Agreement and that the complete agreement between the parties is contained in the Member Application, this Agreement and the Policies & Procedures.

12. NO WAIVER OF RIGHT

TeamGrow LLC's failure or delay in exercising any right, will not operate as a waiver of that right, nor shall the partial exercise of a right preclude any other or further exercise of any right. TeamGrow LLC's remedies are cumulative and are not exclusive of any remedies provided by law.

13. INDEMNIFICATION

MEMBER AGREES TO HOLD HARMLESS AND INDEMNIFY TeamGrow LLC, IT'S OFFICERS, AGENTS, REPRESENTATIVES, ASSOCIATES AND ASSIGNS FROM ANY LOSSES, LIABILITY OR DAMAGES WHICH MAY RESULT FROM MEMBERS' PARTICIPATION IN ANY OF TeamGrow LLC's TRANSACTIONS, ACTIVITIES, PROGRAMS, PROMOTIONS, OR ADVERTISING, INCLUDING THE COSTS OF LITIGATION AND ATTORNEYS FEES.

14. JUDGMENT SETTLEMENT

In the event of a dispute between TeamGrow LLC and Member resulting in a judgment entered on behalf of the Member against TeamGrow LLC, Member agrees that TeamGrow LLC shall have the right to satisfy said judgment in TeamGrow LLC trade dollars.

H. APPLICABLE LAW

1. This agreement shall in all respects be construed under the laws of the State of Kentucky.
2. Venue shall be Louisville, KY 40243 United States.

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