



Wholesale Customer Membership Agreement

This Wholesale Customer Membership Agreement (“**Agreement**”) is between you, the undersigned applicant (“**Applicant**” or “**Member**”), and Southern Sun Farms LLC, a Florida limited liability company (“**Southern Sun Farms**”). Member and Southern Sun Farms agree as follows:

Applicant/Member Information:

Name (First, Middle, Last)	Date of Birth
Street Address	Email
City	Phone Number
State & ZIP	

I have read and agree to be bound by the terms and conditions of this Agreement

I certify that I am 21 years old and legally able to enter into the Agreement and agree to be bound and liable to the terms and conditions in this Agreement. I understand that I have the right to terminate my Wholesale Customer Membership Agreement at any time, with or without reason, by sending written notice to the Company at the above listed address. I also understand that upon cancellation, I will be entitled only to the refunds outlined in this Agreement and shall not be entitled to a refund of any Membership fee paid to Southern Sun Farms.

1. Membership. A Wholesale Customer Membership (“**Membership**”) allows you to purchase Southern Sun Farms products for personal use at Southern Sun Farms wholesale prices as amended by Southern Sun Farms from time to time. By completing this application, you do hereby apply to be Southern Sun Farms member. Upon acceptance of your application and creation of a member account, you shall become a member of Southern Sun Farms. Southern Sun Farms reserves the right to refuse Membership to any applicant for any reason.
2. Membership Fees and Renewal. A one-time Membership fee of \$129.00 will be charged in connection with the review and acceptance of your application and shall entitle you to (i) 12 months of Membership, and (ii) receive 2 bottles of our 1000mg CBD Oil, paying only the associated shipping costs and sales tax. Upon the expiration of such 12-month period, a \$99.00 renewal fee for an additional 12-month period will be due at the time of the first order following the expiration of then current 12-month Membership period. Memberships renewed after their expiration date will be extended for 12 months from the actual renewal date.
3. Product. As outlined in the Agriculture Improvement Act of 2018, Hemp-derived cannabidiol (CBD) products are required under federal law to originate from hemp and contain less than 0.3% THC. Southern Sun Farms retains all Certificates of Analysis (COAs) and this information is available through the QR code on the label of the products Member receives. Products will only be made available to Members located in US jurisdictions where such products are permissible to be shipped or utilized.
4. Return Policy.
 - a. *Return of Products Within 30 Days*. Southern Sun Farms will refund one hundred percent (100%) of the purchase prices (plus applicable tax if prepaid) of Currently Marketable (as defined in (b) below) products purchased from Southern Sun Farms that are returned within thirty (30) days of purchase, less shipping costs. Southern Sun Farms will provide



a product credit of one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on products purchased from Southern Sun Farms not Currently Marketable that are returned by Member within thirty (30) days of purchase, less shipping costs.

- b. *Currently Marketable Defined.* Products shall be deemed Currently Marketable if each of the following elements is satisfied: 1) product is purchased from Southern Sun Farms; 2) they are unopened and unused; 3) packaging and labeling have not been altered or damaged in any manner; 4) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the product at full price; and 5) the product expiration date has not elapsed. Products shall not be considered Currently Marketable if Southern Sun Farms discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.
5. Available Programs. While there is no requirement to purchase products, a Member can ensure that the Member will receive periodic and routine deliveries of Southern Sun Farms products by enrolling in one of our available loyalty programs. Enrollment in one of our loyalty programs eliminates the inconvenience of placing periodic orders manually.
6. Termination. This Wholesale Customer Member Agreement will be effective until you voluntarily cancel this Agreement, your account becomes inactive, or upon the expiration of annual Membership fee.
7. Resell of Products. I agree that I will not sell, distribute, ship or transfer the Southern Sun Farms products purchased through the Membership.
8. Limitation of Liability. To the fullest extent allowable by Florida law and regardless of the form of any claim (whether in tort, contract, or other), I agree Southern Sun Farms, its members, managers, officers, owners, employees, contractors, representatives, agents, and their successors and assigns (collectively referred as “**affiliates**”), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If Southern Sun Farms is found liable on any claim I make, I agree the maximum amount of damages I may claim shall be limited to the total amount money Southern Sun Farms actually received from me pursuant to the terms of this Agreement.
9. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties hereto shall first use their best efforts to settle the dispute, claim, question, or disagreement by direct discussions. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims questions, or differences, except as provided herein, shall be settled by binding arbitration administered within the State of Florida, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The parties agree that that any claims submitted to arbitration will be submitted in the party’s individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. Notwithstanding this agreement to arbitrate, the parties agree that claims for only injunctive relief may be brought exclusively in either the federal or state courts located in Florida. The parties further agree that judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Membership.
10. Governing Law. To the fullest extent allowed by law, all actions arising out of or relating to this Agreement will be governed by the laws of the State of Florida without giving effect to the principles of conflict of laws.



Southern Sun CBD

11613 Southwest 234th Street, Archer, FL 32618

Wholesale Membership- US

11. Electronic Communication. I authorize Southern Sun Farms, its affiliates and independent contractors to communicate with me through electronic mail at the email address provided to Southern Sun Farms. I understand that such email may include offers or solicitations for the sale and purchase of Southern Sun Farms products, sales aids, or services.
12. Survival. Sections 8, 9, 10, 11, 12 and 13 of these terms and conditions, shall survive the termination of the Membership.
13. Data. By creating a Membership with Southern Sun Farms, I consent to the processing of personal data contained in my Membership application and account, and to the transfer of such personal data, together with information about my account purchase activities, to any of Southern Sun Farm's subsidiaries and affiliated companies, and to others who are in the sales organization or distribution chain for the purpose of administering the sales and distribution of Southern Sun Farm's products and for the purpose of providing sales activity to others in the sales organizations. For additional information on Southern Sun Farm's privacy practices, please see Southern Sun Farm's privacy policy located at www.southernsuncbd.com If you do not want this personal data processed or transferred as described herein, please do not create a Membership with Southern Sun Farms.
14. Severability. In the event that any court of competent jurisdiction will declare any portion of this Agreement to be invalid, the remainder of this Agreement will not be invalidated thereby but will remain in full force and effect.
15. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between me and Southern Sun Farms with respect to the subject matter. I agree that these terms and conditions may be amended at any time at the sole discretion of Southern Sun Farms, and I agree that upon thirty (30) days' notice any such amendment will apply to me. Notification of amendments will be published in official Southern Sun Farms materials including Southern Sun Farm's official website. The continuation of purchases of Southern Sun Farms products shall constitute my acceptance of any and all Southern Sun Farms amendments to these terms and conditions.

[END]