



Private Membership Agreement

The Marijuana Club (Pty) Ltd ("The Club" or "Distributor")

A Private Cannabis Collective Registration
No: 2025 / 585456 / 07 Address:
48 Helderberg Road, Richwood, Cape Town,
7441

This Private Membership Agreement ("Agreement") is made and entered into as of the date of acceptance by both parties, by and between:

The Marijuana Club, a private, member-based, non-profit association (hereinafter referred to as the "Club"),

and

_____ an individual seeking private membership (hereinafter referred to as the "Member").

1. Purpose of Agreement

The purpose of this Agreement is to establish a private and consensual relationship between the Club and the Member. The Club provides access to cannabis-related education, wellness services, cooperative cultivation, and facilitates private offtake agreements for the future allocation of cannabis products cultivated or produced for members' benefit.

2. Eligibility

The Member affirms:

**They are at least 21 years of age, or of legal age in their jurisdiction;
They are voluntarily joining a private, member-supported cannabis club;
They are not affiliated with law enforcement or regulatory agencies acting in official capacity;
They acknowledge that cannabis remains a regulated or controlled substance and agree to act within applicable laws.**

3. Member Rights

Members shall have the right to:

Participate in private offtake agreements with the Club to secure future allocations of cannabis products;

Access Club offerings including education, cultivation workshops, wellness programs, and private events;

Receive exclusive discounts and purchasing access for cultivation equipment, tools, and supplies needed to

Receive priority access to cannabis products grown or produced by the Club, based on contribution or offtake agreements;

grow on behalf of or in collaboration with the Club;

Vote on Club initiatives or governance matters, as permitted by Club bylaws;

Expect privacy, confidentiality, and fair communication from the Club in all matters related to membership.

4. Offtake Agreements

The Club may offer Members the opportunity to enter into offtake agreements, which are private, member-to-Club commitments that secure future allocations of cannabis products, typically from designated harvests or product batches.

Members may allocate funding or contributions toward cultivation costs in exchange for priority access to resulting products.

Offtake agreements are not sales contracts, but mutual agreements between the Member and Club to reserve product derived from cooperative production.

Product delivery or allocation is subject to crop success, legal compliance, and Club policies. Any excess, overage, or unclaimed product remains the property of the Club and may be redistributed to other members or uses.

Members may allocate funding or contributions toward cultivation costs in exchange for priority access to resulting products.

These agreements are non-transferable and intended solely for the private use of the Member.

5. Member Responsibilities

The Member agrees to:

Maintain updated contact and identification information.

Use cannabis products solely for personal, private, and responsible adult use;

Fulfill any obligations agreed upon in writing under individual offtake agreements;

Participate in Club-sponsored cultivation activities in a respectful and lawful manner;

Not resell, redistribute, or otherwise divert cannabis products obtained through the Club;

6. Confidentiality

All records and activities between the Member and the Club are private and confidential. The Club will not disclose Member information without consent, except as required by law. Full details are outlined in the Confidentiality and Privacy Notice attached as Appendix A.

7. Termination

Upon cessation of Club operations or legal prohibition.

By either party at any time, with or without cause, through written notice;

By the Club immediately for violation of this Agreement or applicable law;

This Agreement and any related offtake arrangements may be terminated:

All unfulfilled offtake commitments will be addressed according to Club policy and to the extent possible under current law.

8. Legal Compliance

The Member understands:

The Club operates under the laws and regulations of its jurisdiction;

All use, cultivation, allocation, or possession must comply with those laws;

Cannabis remains a controlled substance under federal law (if applicable);

The Member assumes personal responsibility for all cannabis acquired through the Club.

9. Hold Harmless Clause

Acknowledgment and Signature

The Club reserves the right to amend this Agreement or its policies. Material changes will be communicated to all active Members in writing.

By signing below, the Member acknowledges they have read, understood, and voluntarily agree to the terms outlined above, including provisions regarding offtake agreements, equipment discounts, and the private nature of Club membership.

The Member agrees to hold harmless and indemnify the Club, its officers, volunteers, and affiliates from any legal, civil, or regulatory claims arising from their membership, activities, or cannabis use.

This document represents the entire agreement between the Club and the Member. No oral statements or prior agreements shall have binding effect unless incorporated in writing.

10. Amendments

The Club reserves the right to amend this Agreement or its policies. Material changes will be communicated to all active Members in writing.

11. Entire Agreement

This document represents the entire agreement between the Club and the Member. No oral statements or prior agreements shall have binding effect unless incorporated in writing.

Acknowledgment and Signature _____

By signing below, the Member acknowledges they have read, understood, and voluntarily agree to the terms outlined above, including provisions regarding offtake agreements, equipment discounts, and the private nature of Club membership.

Authorized Representative - The Marijuana Club

Name: _____

Title: _____

Signature: _____

Date: _____

Signature of Member: _____

Date: _____

Member Full Name: _____

Date of Birth: _____

Phone Number: _____

Email Address: _____

Appendix A: Confidentiality and Privacy Notice

1. Overview

This Confidentiality and Privacy Notice outlines how The Marijuana Club (the "Club") collects, protects, and uses Member information, and affirms the Club's commitment to maintaining a safe, private, and compliant environment.

2. Data Collected

Communications with Club staff

Membership history and participation details

Contribution records and offtake agreement activity

Full name and contact information (email, phone, address)

The Club may collect and store the following Member data:

Purchase history (e.g., cultivation supplies or reserved products)

Government-issued identification (for age and eligibility verification)

3. Purpose of Data Collection

The Club collects Member data to:

Verify age and eligibility

Facilitate participation in offtake and cultivation programs

Communicate with Members regarding Club updates or events

Comply with local regulations

Administer Club operations and improve services

4. Privacy Commitments

The Club commits to the following:

Disclosures are made only as required by law or regulation

All communications are conducted confidentially and with discretion

Data will never be sold or shared with third parties for marketing purposes

Member data is stored securely and only accessible to authorized Club personnel

Access to Club premises, events, and offerings is controlled to ensure member privacy

5. Member Responsibilities

Members are expected to:

Keep login, access, and communication credentials secure

Report any suspected data misuse or security breach to the Club

Respect the confidentiality of other Members' participation and identity

6. Breach Notification Policy

In the event of a data breach, Members will be notified within a reasonable time frame and provided guidance on protective measures.

7. Retention and Deletion

Member records are retained for the duration of active membership and up to two (2) years after termination for administrative and legal purposes. Members may request deletion of their records, subject to legal and regulatory limitations.

8. Consent

By signing the Membership Agreement, the Member acknowledges this Confidentiality and Privacy Notice and consents to the Club's collection, handling, and storage of personal data as outlined herein.