

VANTAGE NATURAL HEALTH COLLECTIVE
INDIVIDUAL MEMBERSHIP AGREEMENT

Vantage Natural Health Collective ("VNHC") is a voluntary, non-exclusive membership association dedicated to providing our members with access to high quality, pesticide-free medical marijuana. All members of VNHC are required to be "Qualified Patients" as defined under CA HSC 11362.7(f). VNHC is a voluntary membership association also known as a "collective" under CA HSC 11362.5 et seq.

VNHC is founded in accordance with California SB 420, Health and Safety Code 11362.775, which reads: "Qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients and persons with identification cards, who associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes, shall not solely on the basis of that fact be subject to state criminal sanctions under Section 11357, 11358, 11359, 11360, 11366, 11366.5, or 11570."

VNHC consists of members who associate within the State of California in order to collectively cultivate marijuana for medical purposes and, as such, are protected from criminal prosecution for, among other things, marijuana possession (California Health & Safety Code Section 11357), *cultivation* (California Health & Safety Code Section 11358), possession for sale (California Health & Safety Code Section 11359) and transportation or sale (California Health & Safety Code Section 11360), pursuant to California Health & Safety Code Section 11362.775.

The purpose of this agreement is to formally establish the undersigned individual as a bona-fide "constituent member" of VNHC (as used in the 2008 CA Attorney General Guidelines, B4) so that the undersigned may 1) lawfully access medical marijuana from VNHC and its designated operating members and, 2) create the lawful relationship between the undersigned and VNHC under HSC 1362.5 et seq. that gives VNHC and its constituent members limited authority to maintain plants or usable marijuana on behalf of the undersigned.

VNHC facilitates the legal transfer of money and other required resources between members of the collective in order to ensure members of the collective have consistent, safe access to high quality medical marijuana. VNHC is not a statutory entity and does not accept or distribute money; VNHC relies completely on the actions of its constituent members to facilitate transactions in a not-for-profit manner. Membership in VNHC and/or designation to operate on VNHC's behalf is in no way a license to cultivate and distribute medical marijuana for profit, which is disallowed by HSC 11362.5 et seq.

INDIVIDUAL MEMBER AGREEMENT

Acting on my own volition I, _____, hereby declare and agree as follows:

I reside within _____ County and I am a qualified patient entitled to the protection of California Health and Safety Code § 11362.5, et seq., because my physician has recommended/approved my use of marijuana for medical purposes.

_____(INITIAL)

In order to acquire the medicine my physician recommends, and in accordance with Health and Safety Code § 11362.5, et seq., I hereby seek membership in VNHC and understand that in order to be a member of VNHC, and to maintain my membership in VNHC, I must agree to and follow all terms and conditions set forth in this agreement.

_____(INITIAL)

My physician has determined that I suffer from a serious medical condition for which medical marijuana provides relief and has provided a written recommendation that verifies this fact. As a condition of membership, I have provided a copy of such recommendation to VNHC, as well as a copy of my current California Drivers License or other recognized form of California issued identification. I understand that VNHC will keep a copy of these documents on file and will independently verify with my physician my medical recommendation that forms the basis of my right to be considered a qualified patient under California law.

_____ (INITIAL)

I agree to assign agency rights to VNHC for the limited purpose of obtaining legally cultivated medical marijuana and for purposes of growing medication for my benefit. I understand that VNHC is required to possess, transport, and cultivate medical marijuana on my and other members' behalf, and limited authority is granted to VNHC for this purpose.

_____ (INITIAL)

I understand that as a constituent member of VNHC, I must contribute finances, labor and/or resources in exchange for membership. Such Contributions are necessary to conduct the day-to-day operations of VNHC for the mutual benefit of its constituent members, which is, but is not limited to, the cultivation and acquisition of medical marijuana.

_____ (INITIAL)

I acknowledge that my membership in VNHC is only valid as long as I remain a Qualified Patient under CA HSC 11362.5 et seq. I further acknowledge that any aggregated plant or usable marijuana designations offered to me by VNHC as a constituent member will become null and void if my valid, written recommendation from my doctor expires before I renew or replace it. I acknowledge that I may re-join VNHC at any time after my membership expires by presenting a valid doctor's recommendation qualifying me as a patient under HSC 11362.5 et seq.

_____ (INITIAL)

I agree that I will only obtain medical marijuana from VNHC for legitimate medical purposes and I further agree not to share, sell, or otherwise distribute medical marijuana obtained through VNHC to any non-member of VNHC at any time for any purpose.

_____ (INITIAL)

I agree and understand that all medicine obtained is for medical use only and may not be diverted for non-medical use or for use by a non-member of VNHC. I understand that it is a violation of this agreement and of California law to sell or divert my medicine in any way and for any reason to any other person and a violation of this section will result in immediate revocation of my membership in VNHC.

_____ (INITIAL)

I understand and agree that my medical marijuana recommendation may be disclosed pursuant to any lawfully required audits by any Agency of the California Government for purposes of verifying VNHC's compliance with the Compassionate Use Act and the Medical Marijuana Program Act. No disclosure will be

made that would violate Federal HIPPA Regulations.

_____(INITIAL)

COLLECTIVE GOVERNANCE AND OPERATIONS

I acknowledge that VNHC is a not a cooperative or any other statutory entity that requires a democratic form of governance. I understand that VNHC is a voluntary association of qualified patients known as a “collective” and protected under CA HSC 11362.5 et. Seq.

_____(INITIAL)

I acknowledge and agree that all legal responsibility for the administration and governance of VNHC is vested in the President of VNHC and his assigns. The current President is Michael Davis Lawyer. The sole authority to designate legal protections created by constituent membership in VNHC is vested in the President and his written assigns. The President maintains the full power to designate or remove any of her agency powers for VNHC to any other constituent member of VNHC.

_____(INITIAL)

I acknowledge and agree VNHC provides the legal framework that lawfully associates qualified patients as constituent members of a collective. This collective agreement is the contractual basis providing legal protection under HSC 11362.5 et. seq to the members of VNHC designated by the President with responsibility for the operations of VNHC, including but not limited to cultivating, transporting, and distributing medical marijuana on behalf of the constituent members of VNHC. These “lawfully designated operating members” are known in the plural as “LDM’s” and singularly as “an LDM” here forth.

_____(INITIAL)

I acknowledge and agree that **LDM’s** are members of VNHC that have been designated by the Executive Director of VNHC to carry out specific economic functions necessary to create access to medical marijuana for the full constituent membership of VNHC. LDM’s may include individual qualified patients, Qualified Patient collectives, or any lawful entities (such as cooperatives) made up entirely of Qualified Patients, if the authorized representative of the collective or entity joins VNHC on behalf of the collective or entity.

_____(INITIAL)

I acknowledge that constituent membership in VNHC does NOT automatically qualify a constituent member to invoke the collective legal protections of VNHC in the event the member faces prosecution for marijuana charges that may be defensible under CA HSC 11362.5 et. seq.

_____(INITIAL)

I acknowledge that the ONLY way for a constituent member of VNHC to claim legal protection under CA HSC 11362.5 et seq. for their association with VNHC is if the President or his assigns have designated the constituent member as an LDM of VNHC. A valid designation requires: 1) Legal name of LDM, 2) Operational roles that are protected, 3) Aggregated plants/ weight protected in execution of their roles, 4) Dates of assignment & expiration, 5) signature of the President or his assigns

_____(INITIAL)

I acknowledge that I may end my membership (or voluntary association) with VNHC at any time by sending an e-mail to Admin@VantageNaturalHealth.org requesting to disassociate from VNHC To help VNHC assure the validity of a request to disassociate, I agree to send a copy of my photo ID along with this request in order to ensure it is completed. VNHC agrees to confirm via e-mail my removal from VNHC. If I choose to disassociate from VNHC, I lose the ability to access medical marijuana from VNHC and VNHC may no longer lawfully aggregate plants or marijuana on my behalf.

_____(INITIAL)

I understand that VNHC management has the discretion to revoke my membership at any time for any reason, including, but not limited to, non-compliance with any and all conditions of membership set forth in this agreement.

_____(INITIAL)

Informed Consent

I, _____ declare under penalty of perjury that the information provided on this membership agreement is true and correct. I further declare under penalty of perjury that I am a medical marijuana patient and will not divert my medicine for non-medical use or for use by a non- member. I further declare under penalty of perjury that I am not a member of law enforcement and will not divert any medicine for the purpose of any criminal investigations.

I have read and understand the above requirements and agree to follow these guidelines. Additionally, I hereby authorize the release of my medical information concerning my diagnosis, condition or prognosis to VNHC and its authorized representatives for purposes of verifying the validity of my medical recommendation and the valid operation of VNHC pursuant to the Compassionate Use Act and Medical Marijuana Program Act.

I am a qualified patient under HS 11362.5 (Prop 215). I have read and agree to the terms of membership in the collective association known as VNHC, as outlined above.

Constituent Member Signature

Signature Date

For Collective Purposes ONLY:

CIRCLE ONE BELOW:

(Membership approved)

(Unable to verify recommendation)

Printed Name of verifying LDOM

Date

Signed on behalf of the collective

Date