



EQUALIS GROUP MEMBERSHIP AGREEMENT

This Membership Agreement ("**Agreement**") is entered into by and between Equalis Group, LLC ("**Equalis**") and the undersigned ("**Member**"). By accepting this Agreement, Member agrees to be bound by the terms herein.

RECITALS

WHEREAS, Equalis is a cooperative purchasing organization that administers a group purchasing program (the "**Program**") under which it negotiates purchasing agreements ("**Supplier Contracts**") with suppliers ("**Suppliers**"), and makes those Supplier Contracts available to Equalis members in order to provide members with competitive pricing and favorable terms on goods and services;

WHEREAS, Member desires to participate in the Program and benefit from the pricing and negotiated terms of Supplier Contracts, while remaining solely responsible for its purchasing activities and obligations as a purchaser under the Supplier Contracts; and,

WHEREAS, Equalis and Member wish to establish and memorialize their respective rights and obligations in connection with Member's participation in the Program in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Membership and Program Access

- 1.1. Admission. Equalis admits Member to its Program, which provides access to Supplier Contracts at Member's sole discretion. Membership is free and does not convey any equity or ownership interest in Equalis.
- 1.2. Voluntary Participation. Member's use of any Supplier Contract is entirely voluntary, though Member's access to specific Supplier Contracts is subject to specific Supplier approval and may be conditioned on Member's submission of enrollment and/or declaration documentation. Equalis may, from time to time, extend Member access to additional programs or contracts through affiliated channels. Member's utilization of these additional programs or contracts is at its sole discretion.

2. Role of Equalis

- 2.1. Non-Exclusive Agent. Equalis will serve as Member's non-exclusive agent of Member in negotiating the terms and conditions of Supplier Agreements that are included in the Program and making those Supplier Contracts available to Member. Equalis is not a seller, buyer, reseller, or exclusive agent of Member and is not a party to any Supplier Contract or other contract or agreement between Member and a Supplier.
- 2.2. No Financial Involvement. All matters relating to purchase orders, payments, delivery, inspections, questions, disputes, or any other matter arising under a Supplier Contract shall be addressed and resolved exclusively between Member and a Supplier, and Equalis shall have no responsibility or liability to either party with respect to business conducted between Member and a Supplier under a Supplier Contract. Equalis has no obligation to process payments or resolve any issues arising from transactions between Member and a Supplier.
- 2.3. Administrative Fees. Member acknowledges and agrees that as consideration for its operation of the Program, Equalis may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Member under a Supplier Contract.

3. Member's Obligations

- 3.1. Purchases and Payments. When purchasing under a Supplier Contract, Member shall:
 - (a) Order directly from the Supplier;
 - (b) Ensure payments are made per the Program Supplier's terms; and
 - (c) Handle inspections, acceptance, and any issues or disputes directly with the Supplier.
- 3.2. Compliance. Member agrees to comply with all applicable laws and the specific terms within each Supplier Contract, including reporting or disclosure obligations where required.
- 3.3. Own Use; No Resale. Member agrees that Products purchased under Supplier Contracts are for Member's own use in the conduct of its business, and in no event shall Member sell, resell, lease, or otherwise transfer goods



purchased through Supplier Contracts to an unrelated third party unless expressly permitted by the terms of the applicable Supplier Contract.

4. Confidentiality

- 4.1. Definition. “**Confidential Information**” includes the terms of this Agreement, all information shared with Member by Equalis or a Supplier, and all Supplier Contract terms, including but not limited to pricing, non-pricing contract terms, Program specifics, and any other proprietary information disclosed by Equalis or a Supplier related to the Program.
- 4.2. Obligations. Member agrees to maintain the confidentiality of all Confidential Information and not to disclose it to any third party except as required by law or to employees who need to know the information. Member shall not use this Agreement or the terms and conditions of any Supplier Contract as a method for obtaining additional concessions or reduced prices for similar products or services from any other person or entity. The terms of this Agreement and all Supplier Contracts shall be used by Member solely for the conduct of Member's purchase of goods and services under Supplier Contracts. These obligations survive termination of this Agreement.

5. Disclaimers and Limitations of Liability

- 5.1. No Warranties. Equalis makes no representations or warranties—express or implied—regarding the quality, fitness, or performance of products/services procured under any Supplier Contract.
- 5.2. Limitation of Liability. In no event shall Equalis be liable for any special, indirect, or consequential damages arising out of or related to this Agreement or the Program. Member's sole remedy regarding any dispute with a Program Supplier is directly against that Program Supplier. Member agrees to indemnify and hold harmless Equalis and its affiliates from any claims, losses, or damages arising out of Member's breach of this Agreement, negligent acts, or misuse of any Supplier Contract.

6. Term and Termination

- 6.1. Term. This Agreement becomes effective on the date it is executed by Member and continues until terminated.
- 6.2. Termination. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. Termination does not affect obligations incurred prior to termination; all confidentiality, indemnification, and liability provisions shall survive.

7. General Provisions

- 7.1. Independent Contractors. The parties are independent contractors. Nothing herein creates a partnership, joint venture, or agency relationship.
- 7.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes shall be resolved in the state or federal courts located in Texas.
- 7.3. Notices. Notices shall be sent to Member at its address as provided in its registration and to Equalis at:

Equalis Group, LLC
5540 Granite Pkwy, Suite 200
Plano, TX 75024
Email: info@equalisgroup.org

- 7.4. Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the parties. Any amendments must be in writing and signed by both parties.
- 7.5. Assignment and Severability. Member may not assign this Agreement without Equalis consent. Equalis may assign this Agreement to an affiliate of Equalis, or to the purchaser of more than fifty percent of the equity interests or the operating assets of Equalis. If any provision is deemed unenforceable, the remaining provisions shall continue in full force and effect.



Member Company Information			
Member Company Name:			
Company Type:			
Street Address:			
City / St / Zip:			
Company Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Work Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge that I have read and agreed to the general terms and conditions set forth in the Equalis Group Membership Agreement.

Authorized Signatory - Member	
Name:	
Title:	
Date:	

Signed: _____