



EQUALIS PRIVATE MEMBERSHIP AGREEMENT

This Membership Agreement ("**Agreement**") is entered into by and between Equalis Group, LLC ("**Equalis**") and the undersigned ("**Member**") (also referred to as a "**Participant**" in supplier-facing program agreements). By accepting this Agreement, Member agrees to be bound by the terms herein.

RECITALS

WHEREAS, Equalis, through its Equalis Private division, develops and administers a private-sector purchasing program (the "**Program**") under which it negotiates pre-established commercial pricing, terms, and purchasing frameworks with suppliers ("**Suppliers**") and makes those Suppliers and their products, services, solutions, and pre-negotiated terms ("**Offerings**") available to participating Member organizations to accelerate commercial purchasing, minimize administrative burden, and reduce contracting friction;

WHEREAS, Member desires to participate in the Program and benefit from the pre-negotiated pricing and terms made available by Suppliers, while remaining solely responsible for its own purchasing decisions and for its obligations to Suppliers under any Customer Agreement (as defined below); 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 Equalis Private Program, which provides access to Suppliers and their pre-negotiated Offerings 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's Offering is entirely voluntary, though Member's access to specific Suppliers is subject to specific Supplier approval and may be conditioned on Member's submission of enrollment and/or declaration documentation ("**Customer Agreement**"). 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.
- 1.3. Affiliates. Member may extend Program access to its majority-owned affiliates and portfolio companies ("**Affiliates**"), each of which will be treated as a Member (and a Participant under Supplier-facing agreements) under this Agreement and for whose compliance Member remains responsible.

2. Role of Equalis

- 2.1. Program Administrator; Not Member's Agent. Equalis administers the Program and makes Suppliers and their pre-negotiated Offerings available to Member on a non-exclusive basis. Equalis negotiates its agreements with Suppliers in its own capacity as program administrator, and not as the agent, representative, or fiduciary of Member. Equalis is not a seller, buyer, reseller, distributor, or agent of Member, and is not a party to any Customer Agreement or other contract or agreement between Member and a Supplier.
- 2.2. Limited Appointment. As a limited exception to **Section 2.1**, for each program or Supplier that Member elects in writing, Member appoints Equalis as its limited agent solely to enroll Member and any Affiliates Member designates, to execute and submit related enrollment, designation, and similar administrative documentation on Member's behalf, and to share Member and Affiliate information with Suppliers and program partners as needed to complete enrollment. Member may revoke any election at any time by written notice. Documentation Equalis executes under this appointment binds Member, not Equalis, and this appointment does not permit Equalis to obligate Member to any purchase commitment, payment obligation, or indemnity not contained in this Agreement without Member's prior written consent. This appointment creates no fiduciary duty and does not change the other provisions of this **Section 2**. Equalis will provide Member copies of executed documentation upon request.
- 2.3. No Financial Involvement. All matters relating to purchase orders, payments, delivery, inspections, questions, disputes, or any other matter arising under a Customer Agreement 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 Customer Agreement. Equalis has no obligation to process payments or resolve any issues arising from transactions between Member and a Supplier.

- 2.4. Administrative Fees. Member acknowledges and agrees that, as consideration for administering the Program, Equalis may receive compensation from Suppliers or program partners (the “**Administrative Fees**”). Administrative Fees are paid by the Supplier or program partner and are not a separate charge added to Supplier invoices or billed to Member by Equalis.

3. Member's Obligations

- 3.1. Purchases and Payments. When purchasing from a Supplier under the Program, Member shall:
- (a) Order directly from the Supplier;
 - (b) Ensure payments are made per the Supplier's Program 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 with the specific terms of any Customer Agreement it enters into with a Supplier.
- 3.3. Own Use; No Resale. Member agrees that Offerings purchased under the Program 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 the Program to an unrelated third party unless expressly permitted by the terms of the applicable Customer Agreement.
- 3.4. Authority. The individual accepting this Agreement represents that he or she is authorized to bind Member to its terms.

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 pricing and Program 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's Program pricing or terms 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 Program pricing and terms shall be used by Member solely for the conduct of Member's purchase of goods and services under the Program. These obligations survive termination of this Agreement.
- 4.3. Use of Member Information. Equalis may use and disclose Member's contact, enrollment, and transaction information to administer the Program, facilitate Supplier and program partner relationships, report Program activity. Equalis may aggregate or de-identify information relating to Member's participation in the Program and may use and disclose it in that form for any lawful purpose.

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 from any Supplier under the Program.
- 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. Equalis's total liability arising out of or related to this Agreement or the Program shall not exceed the Administrative Fees received by Equalis that are attributable to Member's paid-for purchases under the Program during the twelve (12) months preceding the event giving rise to the claim, or one thousand dollars (\$1,000), whichever is greater. Member's sole remedy regarding any dispute with a Supplier is directly against that 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 Program contract or Customer Agreement.

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, use of Member information, indemnification, and limitation of liability provisions shall survive. Upon termination, Member's access to the Program and to Supplier Program pricing and terms will end, and Equalis may notify Suppliers and program partners of the termination.

7. General Provisions

7.1. Independent Contractors. The parties are independent contractors. Nothing herein creates a partnership, joint venture, or agency relationship, except for the limited appointment in **Section 2.2**.

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. Equalis may modify this Agreement upon thirty (30) days' written notice to Member (email is sufficient); Member's continued participation in the Program after a modification takes effect constitutes acceptance. Any other 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.

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Member Company Information			
Member Company Name:			
Member Company Type:			
Department:			
Street Address:			
City / St / Zip:			
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: _____