

REQUEST TO ACCESS TO HEMP INDUSTRIES ASSOCIATION® RECORDS

This Request to Access the Hemp Industries Association® Records (“Agreement”) is made and entered into as of _____ (“**Effective Date**”) between The Hemp Industries Association® (“**Association**” or “**Disclosing Party**”), a California nonprofit mutual benefit corporation, is organized as a trade association, within the meaning of Article 501(c)(6) of the U.S. Internal Revenue Code, and _____, an individual and a member of the Hemp Industries Association® (“**Member**”).

BACKGROUND

1. Member desires to review Hemp Industries Association® (“**HIA**”) records (“**Request**”).
2. HIA desires to allow the Member to access and inspect the records and other documents of HIA pursuant to the HIA’s By-Laws.
3. The HIA requires that the Member to state the reason for the Request and execute a non-disclosure agreement as a condition of obtaining access to HIA records.

Accordingly, the Parties agree as follows:

TERMS AND CONDITIONS

1. **General.** In the interest of furthering the HIA’s mission, HIA Members may access HIA records pursuant to these Terms and Conditions. Any disclosure whatsoever of records to anyone besides the signatory to this Agreement is a breach of this Agreement. The Parties acknowledge that HIA records are highly confidential. The confidential nature of HIA records is even more heightened for various reasons including (a) the current economic environment resulting from COVID-19; (b) the HIA’s financial status; (c) the need to invest in infrastructure; and (d) human resource requirements. Financial records may not be copied. Members may review and inspect financial records online or in person with HIA staff or HIA contractors familiar with the records.
2. **Member Duties.** Pursuant to the By-Laws, prior to disclosure, the Member shall do the following:
 - a. State the reason for the request here:

 _____ (“**Purpose**”).
 - b. Execute a non-disclosure agreement, for clarity, this Agreement, as a condition of obtaining access to the Confidential Information.
 - c. Member has stated that it wants access to “financial records.” HIA requires that Member state with specificity what records it is requesting. All financial record requests give rise to costs and expenses that must paid by member. Depending on the records request these costs include the fees associated with the HIA’s third party accounting firm and staff time required to complete the Request.

- d. After stating reason for the Request and providing a sufficient description of the records requested, HIA will estimate costs and fees required and Member shall pay them in advance.
 - e. Pursuant to the terms of this Agreement and the HIA By-Laws, Member may not copy financial records of HIA but rather review them.
3. Member Representations and Warranties. Member represents and warrants the following with respect to his, her or its Purpose for the Records: (a) that the Request is to protect the interests of the HIA or (b) the Request will not benefit directly or indirectly the interests private or otherwise of any person legal or otherwise other than members of the HIA.
4. Confidential Information. Proprietary or confidential information, which is intended to be construed as broadly as the law permits, includes any information that Association discloses or exposes to Member pursuant to or in performance of the Request, either directly or indirectly, and as described in, without limitation, **Exhibit A** (the “**Confidential Information**”). Any oral disclosure of Confidential Information does not render the information non-confidential if, under the circumstances, a reasonable person would have understood the disclosed information to be confidential at the time of disclosure. Regardless of format, (written, oral, recording, digital, or other media tangible or intangible), the Parties intend to construe the meaning of Confidential Information broadly. If the duties of confidentiality in this Agreement conflict with any applicable law, then the duty of confidentiality will be construed as broadly as applicable law permits.
5. Limits of Confidentiality. Member is not bound by the obligations herein regarding Confidential Information of Association that is:
 - a. publicly available prior to the Effective Date;
 - b. publicly available after the Effective Date, not due to an unauthorized act by or omission of Member;
 - c. developed by Member independently without access to or use of the Confidential Information;
 - d. information that was already in Member’s possession prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use; or
 - e. required to be disclosed by law, court order or government regulation.
6. Due Diligence. Member will use the Confidential Information only for the Purpose and no other purpose whatsoever. Member will disclose the Confidential Information to no one unless provided permission by Association in writing. If Member using reasonable judgement determines that Confidential Information should be used for any other reason other than Purpose or in breach of the terms of this Agreement, the Members shall notify a HIA director immediately. The HIA and the Member shall discuss the Member’s interest in disclosing the information in breach of the terms of this Agreement.
7. Non-Disparagement. To the fullest extent permitted by any law of any municipality, state, the United States or any other country, Member represents, warrants and covenants not to criticize, denigrate or disparage, or otherwise harm the reputation, goodwill or commercial interests of the

Association. This Paragraph does not apply to any legal action by the Member against the Association.

8. Return of Confidential Information. After 10 business days, the Member shall promptly return to Association all Confidential Information without exception and destroy all records whatsoever of the Confidential Information.
9. Rights Retained. All proprietary rights (including, but not limited to, patent rights, copyrights and/or trade secrets) in and to the Confidential Information shall remain the property of Association. If Member acquires any intellectual property rights to Confidential Information, including without limitation derivatives and improvements, Member shall grant and hereby grants irrevocably any all such rights to Association.
10. No Further Rights Granted. The Confidential Information being disclosed to the Member pursuant to their Agreement is with the express understanding that their Agreement shall not under any circumstance be construed as granting any right, title, grant, option, ownership, interest in or license by Association to Member.
11. Term. This Agreement becomes effective on the Effective Date and will terminate five (5) years from the Effective Date or as long as Applicable Law permits, whichever is longer, unless a modification is mutually agreed upon in writing between the parties (the “**Termination Date**”).
12. Duty of Confidentiality. Except as otherwise provided for in this Agreement, the obligations of confidentiality and non-use of Confidential Information shall terminate five (5) years or as long as applicable law permits, whichever is longer, after the Confidential information has been shared. Member has no right whatsoever to share Confidential Information with any person legal or otherwise. The purpose of this limitation is reasonable as anyone with access to the Confidential Information must enter his, her or its release of records agreement.
13. Applicable Law. This Agreement is governed by and construed in accordance with the laws of Colorado and the exclusive jurisdiction and venue is a state court in the State of Colorado. The Parties waive any right to have a controversy heard or adjudicated in any other venue or forum.
14. Legal and Equitable Relief. A breach of this Agreement will cause the Disclosing Party immediate and irreparable harm. In the event of any actual or threatened breaches of this Agreement by a Party or its Representatives, the aggrieved Party may seek all legal, including without limitation direct and indirect, and equitable remedies afforded it under law.
15. Entire Agreement. This Agreement controls the disclosure of records by the HIA to the Member. No modification or waiver of any of the provisions of this Agreement is valid unless in writing and signed by the duly authorized representative of the HIA, a Director, and the Member.
16. Severability. The unenforceability or invalidity of any provision of this Agreement does not impair, affect or invalidate the other provisions of this Agreement.
17. Power to Agree. Each party represents to the other party that the signatory of this document is signing and acting on behalf of the party listed and holds full authority to execute such agreements.

18. Counterparts, Electronic and Facsimile Delivery. This Agreement may be executed in two or more identical counterparts by electronic transmission. Digital signatures have the same force and effect as an original signature.
19. Modification. No modification or waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the Parties.
20. Agreement Length. This Agreement contains five pages, including this page with a signature block and **Exhibit A**, and has been provided to Member via email on [INSERT DATE SENT VIA EMAIL AND SEND ONLY PDF VERSION.]

To evidence the parties' agreement to this Agreement, duly authorized representatives of each party has executed it.

For Association:

Official Mailing Address for Notices:

HIA Director

Current Director of HIA

Email: ryann@thehia.org or info@thehia.org

Date

For Member:

Official Mailing Address for Notices:

An Individual Member

Email: _____

Date

Exhibit A

“Confidential Information” includes any proprietary or confidential information, personal, professional and all other, that Association provides, discloses, or shares with, intentionally or unintentionally, to Member or Member encounters or is otherwise exposed to that (i) any person would consider confidential, or (ii) pursuant to the Purpose or otherwise including but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to business processes, member information of any kind whatsoever, potential member information, engagement agreements, practices, methods, policies, contract templates, other templates, communications of any kind, bank statements, time entries, standard operating procedures, recipes, guidelines, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, work-in-process, databases, manuals, records, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, marketing information, pricing information, design information, payroll information, personnel information, supplier lists, vendor lists, developments, reports, internal controls, security procedures, market studies, sales information, revenue, costs, formulae, product plans, designs, styles, models, ideas, specifications, customer information, customer lists, client lists, customer leads, manufacturing information, distributor lists, buyer lists, intellectual property, and both the existence and the terms of this Agreement.