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KUSH SUPPLY CO. LLC
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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF ORANGE

9 30-2020-01166890-CU-BC-CJC

10 KUSH SUPPLY CO. LLC, a Nevada limited
11 liability company,

Case No. **Assigned for All Purposes**
Judge Theodore Howard

12 Plaintiff,

COMPLAINT FOR:

13 v.

(1) BREACH OF CONTRACT;

14 IGNITE INTERNATIONAL, LTD., a
15 Wyoming corporation; IGNITE
INTERNATIONAL LLC, a Delaware limited
16 liability company; IGNITE DISTRIBUTION,
INC., a Delaware corporation; and DOES 1-
17 10, inclusive,

(2) ACCOUNT STATED; and

(3) UNJUST ENRICHMENT

18 Defendants.
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1 Plaintiff Kush Supply Co. LLC (“Plaintiff”) complains against Ignite International, Ltd.,
2 Ignite International LLC, Ignite Distribution, Inc., and Does 1 through 10, inclusive, as follows:

3 **THE PARTIES**

4 1. Plaintiff is, and at all relevant times was, a limited liability company organized and
5 existing under the laws of the State of Nevada. At all relevant times, Plaintiff was qualified to do
6 business in California.

7 2. Plaintiff is informed and believes, and based thereon alleges that, at all relevant
8 times, defendant Ignite International, Ltd. (“Ignite Ltd.”) was a corporation organized and existing
9 under the laws of the State of Wyoming. At all relevant times, Ignite Ltd. conducted business in
10 Orange County, California.

11 3. Plaintiff is informed and believes, and based thereon alleges that, at all relevant
12 times, defendant Ignite International LLC (“Ignite LLC”) was a limited liability company
13 organized and existing under the laws of the State of Delaware. At all relevant times, Ignite LLC
14 conducted business in Orange County, California.

15 4. Plaintiff is informed and believes, and based thereon alleges that, at all relevant
16 times, defendant Ignite Distribution, Inc. (“Ignite Distribution”) was a corporation organized and
17 existing under the laws of the State of Delaware. At all relevant times, Ignite Distribution
18 conducted business in Orange County, California.

19 5. Ignite Ltd., Ignite LLC, and Ignite Distribution are referred to collectively herein as
20 “Ignite.”

21 6. This judicial district is the proper venue for this action because the subject debt was
22 incurred and/or payable in Orange County, California, Ignite does business in Orange County,
23 California, and the parties have contracted to venue in Orange County, California.

24 7. The fictitious defendants herein are sued pursuant to the provisions of California
25 Code of Civil Procedure § 474. Plaintiff is unaware of the true names and capacities, whether
26 individual, corporate, associate or otherwise, of such fictitious defendants. Plaintiff is informed
27 and believes, and thereon alleges, that each such fictitious defendant was in some way responsible
28 for, participated in or contributed to the matters and things of which Plaintiff complains herein,

1 and in some fashion has legal responsibility therefor. When the true names of such fictitious
2 defendants and their responsibility for, participation in and contribution to the matters and things
3 herein alleged are ascertained by Plaintiff, it will seek leave to amend this Complaint to insert the
4 same.

5 8. Plaintiff is informed and believes, and on that basis alleges, that at all relevant
6 times, defendants, and each of them, were acting as agents, servants, employees, joint venturers, or
7 representatives of each other, and were acting within the full course and scope of their agency,
8 employment and joint venture with the full knowledge, consent, permission, acquiescence and
9 ratification, either express or implied, of each of the other defendants in performing the acts
10 alleged in this Complaint.

11 9. Plaintiff is informed and believes, and on that basis alleges that, at all relevant
12 times, Ignite Ltd., Ignite LLC, and Ignite Distribution were the alter egos of each other. On
13 information and belief, Plaintiff alleges that, at all relevant times: (i) Ignite Ltd., Ignite LLC, and
14 Ignite Distribution share common ownership; (ii) Ignite Ltd., Ignite LLC, and Ignite Distribution
15 were not adequately capitalized; (iii) Ignite Ltd.'s, Ignite LLC's, and Ignite Distribution's assets
16 and liabilities were comingled with each other; (iv) there exists a unity of interest and ownership
17 between Ignite Ltd., Ignite LLC and Ignite Distribution such that separate personalities between
18 them do not truly exist; and (v) there would be an inequitable result if the liability subject of this
19 action were deemed only the liability of Ignite Ltd., Ignite LLC, or Ignite Distribution.

20 10. Adherence to the fiction of the separate existence of Ignite Ltd., Ignite LLC, and
21 Ignite Distribution would permit an abuse of the corporate privilege and would promote injustice.

22 **GENERAL ALLEGATIONS**

23 11. Plaintiff is the premier provider of ancillary products and services for the legal
24 cannabis and CBD industries.

25 12. In 2019, Ignite purchased hundreds of thousands of dollars' worth of goods from
26 Plaintiff.

27 13. The terms of Ignite's purchases are governed by Plaintiff's Standard Terms and
28 Conditions of Use (the "Standard Terms)." A true and correct copy of the Standard Terms are

1 attached hereto as **Exhibit A** and incorporated herein by reference.

2 14. Unfortunately, Ignite failed to pay for numerous of the goods purchased from
3 Plaintiff.

4 15. In September 2019, to resolve the past due amounts owing by Ignite to Plaintiff, the
5 parties entered into that certain “Product Purchase Order Terms” agreement (the “Payment
6 Agreement”). A true and correct copy of the Payment Agreement is attached hereto as **Exhibit B**
7 and incorporated herein by reference.

8 16. In the Payment Agreement, Ignite (i) acknowledged its liability to Plaintiff and (ii)
9 agreed to make certain payments to Plaintiff.

10 17. Unfortunately, Ignite defaulted on its obligations under the Payment Agreement by
11 failing to make numerous required payments to Plaintiff.

12 18. As of September 24, 2020, Ignite owes \$586,172.51 to Plaintiff stemming from the
13 goods purchased by Ignite, the Standard Terms, and the Payment Agreement, plus interest and
14 attorneys’ fees and costs pursuant to the Standard Terms and Payment Agreement.

15 19. Plaintiff has performed all of its obligations to Ignite, including without limitation,
16 Plaintiff’s obligations under the Standard Terms and the Payment Agreement. under the Payment
17 Agreement.

18 20. Following Ignite’s failure to pay, Plaintiff repeatedly demanded that Ignite pay the
19 past due amount. Despite demand, Ignite has failed and refused to do so.

20 21. The Standard Terms and Payment Agreement contain arbitration provisions.
21 Pursuant to Code of Civil Procedure § 1281.8, Plaintiff has initiated this action in order to seek
22 one or more provisional remedies against Ignite.

23 22. Plaintiff alleges that, if this dispute is submitted to arbitration, the award to which
24 Plaintiff may be entitled may be rendered ineffectual without provisional relief.

25 23. Plaintiff’s initiation of this action is not intended as a waiver of the arbitration
26 provisions contained in the Standard Terms and Payment Agreement. Rather, Plaintiff reserves its
27 right to arbitration.

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1 Dated: October 22, 2020

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WALLIN & RUSSELL LLP

By



MICHAEL A. WALLIN

Attorneys for Plaintiff
KUSH SUPPLY CO. LLC

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EXHIBIT LIST

- Exhibit A: Standard Terms
- Exhibit B: Payment Agreement

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF USE

These standard terms and conditions of use (the "Terms of Use") govern your purchase of all products and services offered by Kush, whether through the Site, a Kush representative or in person, including your use and access to and use of all Kush Sites. By using the Kush Site(s), you affirm that you are of legal age to enter into these Terms of Use. If you violate or do not agree to these Terms of Use, then your access to and use of the Kush Sites is unauthorized.

For purposes of these Terms of Use:

The term "Kush" shall mean Kush Supply Co. LLC, Kush Energy, LLC, KushCo Holdings, Inc., and their parent(s), subsidiaries and affiliates, including without limitation, their directors, officers, employees, agents, suppliers, vendors, contractors, and licensors.

The term "Site(s)" shall mean the website located at www.kushsupplyco.com and all associated sites linked to www.kushsupplyco.com by Kush around the world, including without limitation www.kushbottles.com, www.kushco.com.

The term "customer", "user", "you" or "your" shall mean any user or purchaser (including without limitation their agents, affiliates, successors and permitted assigns) of products and services offered by Kush.

The term "sales order" shall mean any purchase order, sales order or sales receipt produced for the purchase of products and services through Kush.

The Site is the sole and exclusive property of Kush.

BY USING THIS SITE AND/OR PLACING A SALES ORDER YOU EXPRESSLY AGREE TO EACH AND ALL THE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE, DO NOT USE THE SITE AND/OR PLACE A SALES ORDER.

IMPORTANT: THESE TERMS OF USE CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND KUSH ARE EACH GIVING UP RIGHTS TO SUE EACH OTHER IN COURT, INCLUDING WITHOUT LIMITATION, CLASS ACTIONS OF ANY KIND.

UPDATES: Kush reserves the right to modify, add or remove sections, portions or provisions of these Terms of Use at any time in its sole discretion. It is the sole responsibility of any user to check our Terms of Use for any changes. Use of the Site and/or placing a sales order following any changes will mean that you accept and agree to such changes.

USER ACCOUNT AND SECURITY

You may be required to open an account to use certain features and services offered through the Site. You certify that the any information (including product descriptions, reviews, comments, messages, communications, feedback, submissions, suggestions, questions, data, content, materials and other information) you provide on or through the Sites is accurate and that the information you provide on or through the Sites is complete. It is your sole responsibility to maintain the confidentiality of the information you hold for your account, including without limitation, your password and for any and all activity that occurs using your account. Please notify Kush immediately of any unauthorized use of your account or password, or any other breach of security. You will be held liable for losses incurred by Kush or any other user of or visitor to the Site due to unauthorized use of your account. Kush cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. Your account may be restricted or terminated for any reason, at Kush's sole discretion.

PRIVACY

To view Kush's Privacy Policy, [click here](#).

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Please note, if provided in writing by Kush, additional terms and conditions may apply to purchases of products or services and/or features of the Site, all of which terms are made a part of these Terms of Use by this reference. In the event of a conflict between these Terms of Use and the terms posted to a specific portion of the Site or for any products or services offered by Kush, the Terms of Use shall control with respect to your use of that portion of the Site or the specific service and/or sales order. Kush may modify its product or services and prices offered on the Site or by a Kush representative at any time. The materials on the Site or presented by a Kush representative with respect to products and services may potentially be outdated and Kush makes no representation or warranty to update the materials on the Site or materials shared with a customer with respect to such products and services.

Pricing or availability errors may occur on the Site or sales materials presented by a Kush representative. Online pricing (if applicable) may not be valid for purchases and shipments located outside of the contiguous 48 United

States, including for buyers located in Alaska, Hawaii, Guam, American Samoa, Puerto Rico or the U.S. Virgin Islands (in the event Kush elects, in its sole and absolute discretion, to sell any products or services in or to these regions). In addition, any prices or quotes may be considered preliminary and subject to change until any final artwork, color files or targets are received by Kush and samples are made. The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell our products or services. Kush reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Kush. Kush may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

Kush reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be applied. Kush also reserves the right, at our sole discretion, to prohibit sales to certain dealers or resellers.

Any agreement between you and the issuer of your credit card, debit card, or other form of payment will continue to govern your use of such payment method on the Site(s). You agree that Kush is not a party to any such agreement, nor is Kush responsible for the content, accuracy, or unavailability of any method used for payment.

PAYMENT TERMS & NO SETOFF

Unless agreed upon in writing by Kush, you shall make payment in full in United States Dollars to Kush prior to shipment of such products in accordance with terms of each sales order. Unless agreed upon in writing, you shall make all payments for any products and services by wire transfer, personal check, cashier's check or as otherwise agreed to by Kush. You shall pay interest on all late payments at the lesser of the rate of 3% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. You shall reimburse Kush for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees and court costs. In addition to all other remedies available under these Terms of Use or at law (which Kush does not waive by the exercise of any rights), if you fail to pay any amounts when due, Kush may (a) suspend the delivery of any products or services, (b) reject your sales order or cancel accepted sales order. You shall not, and acknowledge that you will have no right, under these Terms of Use, any applicable sales order, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Kush, whether pursuant to these Terms of Use or otherwise, against any other amount owed (or to become due and owing) to it by Kush,

whether relating to Kush's breach or non-performance of these Terms of Use or any other agreement between you or any of your affiliates.

SHIPMENT

Shipping dates provided by Kush to the Customer are estimates only. Kush is not responsible for any delays, loss or damage that occurs during shipping. Kush is not liable for delays or product seizures by U.S. Customs and Border Protection or any related government entity. Kush may, in its sole discretion, without liability or penalty, make partial shipments of goods to Customer. The quantity of any installment of goods as recorded by Kush on dispatch from Kush's place of business is conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary. Kush shall not be liable for any non-delivery of any goods or services pursuant to an applicable sales order (even if caused by the Kush' negligence) unless the Customer gives written notice Kush of the non-delivery within five (5) calendar days of the date when such goods or services (pursuant to the applicable sales order) would in the ordinary course of events have been received. Any liability of Kush, and the Customer's sole remedy therefor, for non-delivery of the goods or services pursuant to the applicable sales order shall be limited to Kush delivering such goods and/or services within a reasonable time or adjusting the sales order respecting such goods or services to reflect the actual quantity delivered.

TITLE TO PRODUCTS

Until you pay Kush in full, title to the products shall remain in Kush's name and Kush shall have a purchase money security interest in the products. If you shall default in any payments, Kush shall have all the rights as holder of such title or as such secured party under the Uniform Commercial Code and/or any other law then in force. If Kush repossesses the products, Kush may resell the products after ten (10) days' prior written notice to you. Kush may file one or more financing statements to perfect its security interests. If necessary, you shall execute such financing statements upon request.

RETURN OF THE PRODUCTS

No products shall be returned to Kush without Kush's written authorization. You may be subject to our standard restocking charge on all products returned to Kush without cause. All shipments shall be inspected within ten (10) days of receipt. Any claims for defects, manufacturing errors or non-compliance with specifications must be submitted in writing to Kush within ten (10) days of receipt of the products or services.

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KUSH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE SITE, PRODUCTS AND/OR ANY SERVICES PROVIDED BY KUSH, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE; OR (D) ANY CHANGES IN APPLICABLE LAW.

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IN NO EVENT SHALL KUSH BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH USE OF THE SITE AND/OR THE SALE OR PURCHASE OF PRODUCTS OR SERVICES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT KUSH WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL KUSH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SITE AND/OR PURCHASE OF PRODUCTS OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO KUSH BY SUCH CUSTOMER FOR THE PRODUCTS AND SERVICES SOLD.

COMPLIANCE OF PRODUCTS OR SERVICES

Kush does not represent or warrant that any Content, products or services offered on the Site or by a Kush representative or otherwise are compliant with applicable law, including without limitation, heavy metal rules and regulations (as applicable), specific compliance language, words, phrases, disclaimers or symbols or other requirements and regulations for such products or services. It is recommended that you contact separate and independent counsel to obtain advice with respect to any question, issue or problem, including without limitation, any compliance inquiry. Kush cannot guaranty the current status, accuracy, completeness of any Content, product or service or any compliance thereof.

COMPATIBILITY

Kush is not responsible for product compatibility with any products and/or services sold to you, including without limitation, product/package compatibility, stability, functionality, decoration adhesion, leakage testing, drop tests and ship tests. Kush strongly recommends the Customer perform compatibility testing and line trials on all components of goods or services purchased prior to commencing production or filling any products purchased through Kush. Upon written request, Kush may provide samples of products based on the item and quantity need (subject to sampling charges as determined by Kush from time to time).

INDEMNIFICATION

The customer shall indemnify, defend and hold harmless Kush and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to or resulting from any claim of a third party or arising out of or occurring in connection with use of this Site and/or any purchase of the products and services from Kush.

COMPLIANCE WITH LAW

You hereby represent and warrant the following (i) that you are acting in compliance with and shall comply with all applicable laws, regulations and ordinances; (ii) you shall use the products provided by Kush or its authorized agent(s) in conformance with recognized industry and professional standards (iii) you have used your own independent skill and expertise in connection with the selection and use of the products or services purchased through Kush; (iv) you possess the skill and expertise in the handling, storage, transportation, treatment, use and

disposal of the products purchased through Kush; (v) you will ensure that the products you purchase from or through Kush are safe for your intended use and that the products are handled in a safe and professional manner; and (iv) you are an authorized purchaser of the products and/or services sold by Kush. Any customer or user shall have and maintain in effect all the licenses, permissions, authorizations, consents and permits (the "Requisite Licenses") that it needs to carry out its obligations to purchase any products or services through the Site, a Kush representative or in person. In the event Kush requests any customer or user to provide the Requisite Licenses, said customer or user shall promptly comply with such request.

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PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Using or accessing the Sites constitutes your acceptance of this arbitration provision. Please read it carefully as it provides that you and Kush will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the arbitration provision.

You agree that all matters arising out of or relating to access to or use of the Site and/or the purchase of any good or services through the Site, a Kush representative or in person are governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any customer of Kush and/or user of the Site irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against Kush in any way arising out of or relating to access to or use of the Site and/or the purchase of any good or services through the Site, a Kush representative or in person, and any dispute, claim or controversy arising out of or relating to such or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final, binding arbitration in Orange County, California before three (3) arbitrators; provided, however, that each party retains its right to seek injunctive relief under applicable law in a state court located in Orange County, California. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.

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Kush reserves the right to and may disclose any information we have about you, if Kush, in its sole and absolute discretion, determines that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site or any purchase of products or services through the Site, a Kush representative or in person, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Kush's rights or property, or the rights or property of Kush's customers and/or visitors and users of the Site. Kush reserves the right at all times to disclose any information that Kush, in its sole and absolute discretion, deems necessary to comply with any applicable law, regulation, legal process or governmental or quasi-governmental request.

Kush shall have the right to preserve any communication by you with Kush through the Site or otherwise or any service offered on or through the Site, a Kush representative or in person, and may also disclose such data if required to do so by law or Kush, in its sole and absolute discretion, determines that such preservation or disclosure is reasonably necessary to (1) enforce these Terms of Use, (2) comply with any form of legal process, (3) respond to claims that any such data violates the rights of any third-party, or (4) protect the rights, property or personal safety of Kush, its employees, users of or visitors to the Site, and the public.

Kush may in its sole and absolute discretion, without prior notice, terminate any user or customer's access to the Site or the sale of any Kush products or services. The customer or user also hereby agrees that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause Kush irreparable harm, for which monetary damages would be inadequate, and you consent to Kush obtaining any injunctive or equitable relief that Kush deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that Kush may have at law or in equity.

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You acknowledge that any and all products or services licensed or sold through the Site, a Kush representative or in person are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received, and you agree to comply with all applicable laws. You agree, represent, and warrant that no products, services or Content will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through, exported to, or re-exported (collectively "Transferred") to any territory (or national resident thereof), person, entity, or organization to which such products, services or Content could not be Transferred directly

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PROMOTIONS

Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, "Promotions") made available through the Sites may be governed by rules that are separate from these Terms of Use. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will govern.

KUSH ENERGY

Any purchase of Kush Energy products, including without limitation, isobutane, n-butane, propane, ethanol, premixes, custom blends, dry ice, and other solvents is subject to the following additional terms and conditions:

Unless otherwise specified, cylinders, fittings, caps, and totes covered by these Terms of Use are rented by Kush to you at Kush's current daily rates, beginning with the date of delivery. Rental charges are assessed as of the last day of each month or at the start of each annual lease period, as applicable. Each refillable cylinder may be subject to a cylinder deposit fee, as established by Kush from time to time. Kush will refund the deposit fee when you return the applicable product to Kush, unless the product's condition is deemed to be unfit for reuse, as determined by Kush, which determination shall be irrefutable sixty (60) days after the product was returned to Kush. You shall not permit cylinders or other storage containers furnished hereunder to be filled with any product not furnished by Kush or its authorized agent. You shall return, in a good and non-contaminated condition: (a) all cylinders, with valves closed, complete with caps and fittings; (b) totes; and shall pay Kush the replacement value of: (1) any lost or damaged cylinders, caps, fittings or totes and for any loss or damage caused by you (or your agents) contamination; or (2) those cylinders, fittings, caps, or totes not returned to Kush within sixty (60) days from date of shipment to the you (other than those subject to an annual lease) or, if damaged and the damage can be repaired, the cost of making such repair. Your payment for such charges for damaged, lost or destroyed cylinders, caps, fittings, or totes shall not give you any ownership interest in the storage containers.

YOU ACKNOWLEDGE THAT THERE MAY BE HAZARDS ASSOCIATED WITH THE USE OF KUSH ENERGY PRODUCTS, THAT YOU UNDERSTAND SUCH HAZARDS, AND THAT IT IS THE RESPONSIBILITY OF YOU TO WARN AND PROTECT ALL THOSE EXPOSED TO SUCH HAZARDS. YOU SHALL HAVE THE SOLE RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF ANY OF KUSH'S PRODUCTS FOR YOUR CONTEMPLATED USE.

Kush may, in addition, to the title and risk provision above, retain as rental any payments received by Kush on account of the purchase price of the products, whether your default shall have occurred before or after delivery. You shall not cover, modify or remove any identification or other indicia of Kush's ownership on any rental equipment. Title to all rental equipment shall remain in Kush's name.

CUSTOMER INSURANCE

You hereby agree to maintain appropriate insurance to adequately cover their respective risks for purchase of products from Kush, with coverage amounts commensurate with levels in their respective markets.

MISCELLANEOUS

In connection with the Site, you will not: make available through or in connection with the Site any virus, worm, "Trojan horse", "Easter egg", time bomb, spyware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment; harvest or collect information about users of the Site; interfere with or disrupt the operation of the Site or the systems, servers, or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks; restrict or inhibit any other person from using the Site; reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Site except as expressly authorized in these Terms of Use, without Kush's express prior written consent; reverse engineer, decompile, or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law; remove any copyright, trademark, or other proprietary rights notice from the Site; frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, unless you obtain Kush's express prior written consent to do so; systematically download and store any Content; use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any Content, or reproduce or circumvent the navigational structure or presentation of the Site, without Kush's express prior written consent; you will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited or cause to be a violation of these Terms of Use.

If any term or provision of these Terms of Use are held invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction. Such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use to effect the original intent of Kush as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Any failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Kush of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Kush and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

If you find an error or notice something that does not look quite right on the Sites, we would appreciate it if you let us know by contacting us.

CONTACT INFORMATION:

Phone: (888) 920-5874

6261 Katella Ave, Suite 250, Cypress CA 90630

KushCo/Kush Supply Co Terms and Conditions through 10.9.20

EXHIBIT B

PRODUCT PURCHASE ORDER TERMS

This purchase order terms (this "Agreement"), dated as of September ^{September 13, 2019 | 07:07 PDT} ~~___~~, 2019 (the "Effective Date"), is entered into between KUSH SUPPLY CO. LLC, a Nevada limited liability company, with a principal address of 6261 Katella Ave., Suite 250, California 92841, email: Legal@kushco.com ("Kush"), and Ignite International LLC, a California limited liability company, with a principal address of 10250 Constellation Blvd., Suite 100, Los Angeles, California, 90067 ("Ignite") and together with Kush, the "Parties", and each, a "Party").

WHEREAS, Ignite has placed that certain purchase order(s) attached hereto as Exhibit A (the "Purchase Order(s)") for certain goods (the "Products"); and

WHEREAS, the Parties intend to enter into an agreement with regard to the Purchase Order(s) and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Pricing & Payment.** The prices for Products covered by such Purchase Order(s) shall be the prices set forth on the applicable Purchase Order(s) (the "Product Pricing"). The Product Pricing shall not be amended, without the prior written consent of Kush. Based on Kush's review of Ignite's creditworthiness, Ignite shall pay Kush for the Purchase Order(s) in four (4) equal installments of \$290,702.88 each, payable on September 15, October 15, November 15 and December 15, 2019, respectively. Any and all such amounts shall be paid in U.S. dollars by wire transfer, to such bank or account as Kush may from time to time designate in writing. Whenever any amount hereunder is due on a day which is not a day on which Kush's bank is open for business (a "Business Day"), such amount shall be paid on the next such Business Day. Amounts hereunder shall be considered to be paid as of the day on which funds are received by Kush's bank. Ignite shall pay interest on all late payments at the lesser of the rate of 10% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Ignite shall reimburse Kush for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under this Agreement or at law (which Kush does not waive by the exercise of any rights under this Agreement), if Ignite fails to pay any amounts when due under this Agreement, Kush may suspend the delivery of any Products.

2. **Delivery.** Kush shall deliver the Products to mutually agreed upon delivery point (the "Delivery Point") using Kush's standard methods for packaging and shipping such Products, including without limitation, the method of shipment of and the carrier for the Products. Ignite shall be responsible for the unloading of all deliveries. Kush shall deliver to Kush's applicable carrier on or before August 15, 2019, and Ignite shall accept delivery of the Products, provided the date the Products are shipped from Kush's facility shall be deemed the "Delivery Date". Ignite acknowledges that the Products are custom branded goods and therefore Ignite shall be obligated to receive and accept all Products in their entirety except as set forth in this section. Ignite shall inspect Product(s) within fourteen (14) days of receipt of such Product(s) ("Inspection Period"). Ignite will be deemed to have accepted such Product(s) unless it notifies the Kush in writing of any Nonconforming Goods during the Inspection Period, stating with specificity all defects and nonconformities, and furnishes such written evidence or other documentation as required by the Kush. All defects and nonconformities that are not so specified will be deemed waived by

Ignite, and such Product(s) shall be deemed to have been accepted by Ignite, and no attempted revocation of acceptance will be effective. "Nonconforming Goods" means only the following: (i) Product(s) shipped is/are different than identified in the applicable Purchase Order; or (ii) Product's label or packaging incorrectly identifies its contents. If Ignite timely notifies Kush of any Nonconforming Goods, Kush shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming goods, or (ii) credit or refund the price for such Nonconforming Goods. Ignite shall ship, at its expense and risk of loss, the Nonconforming Goods to Kush's designated facility. If Kush exercises its option to replace Nonconforming Goods, Kush shall, after receiving Ignite's shipment of Nonconforming Goods, ship to Ignite, at Ignite's expense and risk of loss, the replaced Product(s) to the original delivery point. Ignite acknowledges and agrees that the remedies set forth in this paragraph are Ignite's exclusive remedies for the delivery of Nonconforming Goods.

3. **Indemnity by Ignite.** Ignite hereby assumes all liability for, and shall defend (if required by Kush and with counsel acceptable to Kush), indemnify, defend, and hold Kush and its affiliated companies, and their directors, officers, employees, shareholders, agents, affiliates, successors and assigns, harmless from and against any and all liabilities, claims, demands, suits, actions, proceedings, judgments, losses, damages, penalties, fines or other sanctions, costs or expenses of any nature whatsoever (including, without limitation, attorneys' fees and expenses through all appeals), whether arising directly or indirectly or whether in contract, tort, strict liability, product liability or otherwise, from or out of: (i) Ignite's acts or omissions under this Agreement, including but not limited to claims of product liability; (ii) any breach of representation, warranty, covenant or agreement on the part of Ignite under this Agreement; or (iii) any other failure of Ignite to comply with its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement. Kush shall notify Ignite promptly of any such suit, claim or proceeding and give Ignite authority, information, and reasonable assistance (at Ignite's sole expense) for the defense of same, and Ignite shall pay all damages and costs awarded therein. If Kush is necessarily joined in a legal action, Kush may elect to be represented by Ignite's selected legal counsel, provided that Ignite pays all legal fees (including attorneys' fees) and expenses of Kush. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Kush's consent, such consent not to be unreasonably withheld.

4. **Indemnity by Kush.** From and after the date of the Purchase Order, Kush agrees to indemnify, defend and hold harmless Ignite and its affiliated companies, and their directors, officers, employees, shareholders, agents, affiliates, successors and assigns, harmless from and against any and all liabilities, claims, demands, suits, actions, proceedings, judgments, losses, damages, penalties, fines or other sanctions, costs or expenses of any nature whatsoever (including, without limitation, attorneys' fees and expenses through all appeals), whether arising directly or indirectly or whether in contract, tort, strict liability, product liability or otherwise, from or out of: (i) Kush's acts or omissions under this Agreement, including but not limited to claims of product liability, (ii) any breach of representation, warranty, covenant or agreement on the part of Kush under this Agreement; or (iii) any other failure of Kush to comply with its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement. Ignite shall notify Kush promptly of any such suit, claim or proceeding and give Kush authority, information, and reasonable assistance (at Kush's sole expense) for the defense of same, and Kush shall pay all damages and costs awarded therein. If Ignite is necessarily joined in a legal action, Ignite may elect to be represented by Kush's selected legal counsel, provided that Kush pays all legal fees (including attorneys' fees) and expenses of Ignite. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Ignite's consent, such consent not to be unreasonably withheld.

5. **Limited Warranties.** KUSH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS PROVIDED HEREIN, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF

INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE; OR (D) ANY CHANGES IN APPLICABLE LAW. ALL PRODUCTS ARE PROVIDED "AS-IS".

6. **Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE PRODUCTS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL KUSH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO KUSH FOR THE PURCHASE ORDER(S).

7. **Title and Risk of Loss.** Title and risk of loss to all Products ordered hereunder passes to Ignite upon tendering of the Products to the applicable carrier at Kush's facility. As collateral security for the payment of the Purchase Order(s), Ignite hereby grants to Kush a lien on and security interest in and to all of the right, title and interest of Ignite in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the California Uniform Commercial Code.

8. **Compliance with Law.** Ignite should contact the Ignites' attorney to obtain advice with respect to any question, issue or problem, including without limitation, any compliance inquiry. Kush cannot and does not guarantee the current status, accuracy and completeness of any compliance related issue or inquires for the Products. Kush does not represent or warrant that any designs or physical goods purchased are compliant with applicable law. Ignite affirms that it is in compliance with and shall comply with all applicable laws, regulations and ordinances, including compliance and cooperation with IRS Form 8300, Report of Cash Payments Over \$10,000 Received in a Trade or Business. Ignite expressly consents to Kush filing all applicable IRS documents, including without limitation IRS Form 8300, with regard to this purchase. Ignite has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

9. **Agreement Terms Prevail.** The terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any of general terms and conditions contained in any purchase order or other document issued to Ignite for the Purchase Order(s). In the event of any conflict between the terms of this Agreement and the terms of the Purchase Order(s) or any other document issued for the specific Products of the Purchase Order(s), the terms of this Agreement prevail.

10. **No Setoff.** Ignite shall not, and acknowledges that it will have no right, under this Agreement, any purchase order, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Kush or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Kush or its affiliates, whether relating to Kush or its affiliates' breach or non-performance of this Agreement or any other agreement between Kush or any of its affiliates.

11. **Confidentiality.** In the course of supplying the Products, each Party may be exposed to confidential and proprietary information of the other Party, including designs, drawings, materials, manufacturing specifications, formulas, trade secrets, business and financial information and other confidential information (the “Confidential Information”). The Parties will keep confidential all Confidential Information, including details of the supply of the Products. During the term of this Agreement, each Party will refrain from disclosing any Confidential Information of the other Party, except for the strict purposes or activities specifically authorized in this Agreement or if required by law. Each Party will use all reasonable efforts to maintain the privacy of the Confidential Information in its possession or control. The terms of this Section 10 shall survive the expiration or the earlier termination of this Agreement.

12. **Amendments.** This Agreement may not be modified or amended except by a written agreement signed by all of the Parties.

13. **Notices.** Any notice or communication under this Agreement must be in writing and sent via personal delivery, overnight courier service, email, or certified or registered mail, postage prepaid, return receipt requested and addressed to the to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery. Any such notice shall be deemed delivered and given as of the date so delivered, if delivered personally, the following business day if delivered by overnight courtier or email, or seventy-two (72) hours after deposit in a regularly maintained receptacle for the deposit of United States mail, postage paid, addressed and sent as aforesaid.

14. **No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

15. **Assignment.** The Parties agree that their rights and obligations under this Agreement may not be transferred or assigned without the prior written consent of Kush, except that either Party shall be permitted, without the other Party’s consent, to assign or transfer this Agreement to any of its affiliates in connection with a merger or consolidation or a sale of all or substantially all of its assets.

16. **Successors and Assigns.** This Agreement shall be binding and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

17. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.

18. **Disputes.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final, binding arbitration in Orange County, California before three (3) arbitrators; provided, however, that each Party retains its right to seek injunctive relief under applicable law in a state court located in Orange County, California. The arbitration shall be administered by JAMS pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. ‘

19. **Waiver of Jury Trial.** Each Party hereto hereby acknowledges and agrees that any controversy that may arise under this agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury

in respect of any legal action arising out of or relating to this agreement or the transactions contemplated hereby.

20. **Legal Expenses.** The prevailing Party in any legal action (including arbitration) brought arising from or to enforce or interpret this Agreement shall be entitled to recover its legal expenses incurred in connection therewith, including without limitation reasonable attorney's and expert witness fees and costs.

21. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement. Except as specifically set forth herein, no provision of this Agreement will in any way inure to the benefit of any third person so as to constitute any such person a third-party beneficiary of the Agreement or any of the terms hereof or otherwise give rise to any cause of action in any person not a party to this Agreement.

22. **Electronic Signature.** Signatures and initials required in this document may be executed via "wet" original handwritten signature or initials, or via electronic signature or mark, which shall be binding on the Parties as originals, and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means, and any such transmittal shall constitute delivery of the executed document for all purposes of this Agreement.

23. **Authority.** If Ignite executes this Agreement as a partnership, corporation or limited liability company, then Ignite and the persons and/or entities executing this Agreement on behalf of Ignite represent and warrant that: (a) Ignite is a duly organized and existing partnership, corporation or limited liability company, as the case may be, and is qualified to do business in the state in which the business is located; (b) such persons and/or entities executing this Agreement are duly authorized to execute and deliver this Agreement on Ignite's behalf; and (c) this Agreement is binding upon Ignite in accordance with its terms.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

25. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

26. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their respective officers thereunto duly authorized.

IGNITE

Ignite International LLC,
a California limited liability company,

By: 
6B4061B0D4324E5

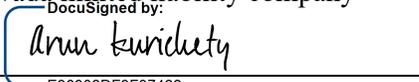
Name: Jim McCormick

Title: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

KUSH

KUSH SUPPLY CO., LLC,
a Nevada limited liability company

By:  DocuSigned by:

Name: Arun Kurichety E3690295F3F37422...

Title: Executive Vice President, General Counsel