FARMLEAD RESOURCES LTD. TERMS OF USE AGREEMENT

Welcome to www.FarmLead.com and its pages and services contained within the Internet domain(s) ("**Website**") and the FarmLead Mobile Application (**"App")**. FarmLead is an online marketplace where registered sellers can market/advertise grain and registered buyers can offer to buy grain, respective parties can contact one another via the Website and/or App, and the parties can negotiate a private deal using the Website and FarmLead's email, text message, and/or App notification system. We also publish related agricultural industry and market information, links, and opinions.

The Website and App are property of FarmLead Resources Ltd ("**FarmLead**", "**us**", "**we**", "**Company**", "**our**"), a legal business entity as registered in the Province of Saskatchewan, in the country of Canada.

YOUR ACCEPTANCE OF THESE TERMS

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING, BROSWING, AND, OR POSTING ON THE WEBSITE AND/OR APP. BY CHECKING "AGREE", YOU HEREBY AGREE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THIS AGREEMENT AND ALL OTHER AGREEMENTS INCLUDED BY REFERENCE IN ANY OF THE FOREGOING.

By registering as a user, using the Website and/or App, accepting any newsletter, publication, or any form of content provided by the Website and/or App, you agree to be bound by our Terms of Use, disclaimers, copyright claims, conditions, and all applicable regulations and laws in the Province of Saskatchewan and country of Canada. If you do not accept our terms, you must not use the Website and/or App. Your continued use of the Website and/or App confirms your agreement to our terms and conditions to be bound.

This agreement, together with all software licenses, updates, additional terms, and all FarmLead's rules and policies referred to in this agreement collectively constitute the Agreement between you, the user, and FarmLead. You must accept and abide by these terms as presented to you; additions, deletions, or changes are not acceptable and FarmLead may refuse access to the Website and/or App for non-compliance with any part of this agreement.

FarmLead reserves the right to alter these terms and conditions without publishing revised terms on the website. When you transact through the Website and/or App, you will be bound by the version of the terms and conditions current at the date of that transaction. Non-compliance with any part of this agreement will authorize FarmLead to possibly refuse access to FarmLead.com and/or the FarmLead App.

Full definitions of all terms used on FarmLead.com in a listing and/or counteroffer are provided on page twelve of this document in Appendix A titled "FarmLead Definitions".

HOW FARMLEAD WORKS

The Website and App is an online platform that anonymously introduces grain buyers and sellers and allows them to negotiate a private deal to transact grain.

This is how it works:

1. **USER POSTS A LISTING**

   Registered sellers and buyers of grain can put offers on the Website or App, detailing grains they are looking to sell or buy, respectively, detailing the terms of the sale including the maximum quantity of grain available or sought and a starting price ("**Listing**"). Necessary details of the listing being posted include, but are not limited to, type of grain, grade (per the Canadian Grain Commission's grading tables) or bushel weight of the grain, organic

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requirements, moisture content (for sellers) or requirements (for buyers), province or state in Canada or United States of America respectively, town or city or respective crop zone, transportation terms, year of grain delivery or pickup from the aforementioned location , specific quarter, month, and/or week timeframe of delivery or pickup of grain, payment terms for the deal, the units the grain is measured in, the quantity of the grain (in the aforementioned units), the price per unit, the year that the grain was grown, a picture and/or document that can help represent and/or verify the quality of the grain (for sellers only), and/or when the listing should expire on the FarmLead Marketplace. Listings do not represent an offer to sell or buy but rather an invitation directed to the public in general. All Listings posted by buyers are expected to be, without exception, a net cash offering, meaning the purchase-per-unit price is net of all, without limitation, tariffs, taxes, service charges, and any other transactional fees, unless indicated otherwise. Prices listed with any listing are conditional to the currency for which the listing is posted such as Canadian Dollars for listings posted where the location is in Canada (regardless of transportation option) and U.S. Dollars for listings posted where the location is in the United States of America (regardless of transportation option).

2. **COUNTERPARTY MAKES OFFER**

Registered sellers and buyers can submit an offer over the Website or App on a Listing to sell or buy the grain that is posted in the Listing. The Listing user will be notified of the agreement to connect on these terms via email, text message, and/or App notification. If the Listing user is still satisfied with the terms of Listing, the Listing user can accept it using the prompts via FarmLead's email, text message, and/or App notification system or on the Website or App directly (an **"Acceptance**").

If a registered user does not like the terms of any Listing, they may submit a Counteroffer over the Website or App for the price, quantity, transportation terms, and/or payment terms of the Listing to be changed before a connection is agreed to as well as a time limit that the counterparty has to respond to the new changes of the Listing.

A. FOR SELLERS MAKING A COUNTEROFFER

A Counteroffer by a seller on an offer to buy grain may suggest to the buyer that before a connection is made and a deal made in theory, changes can be made to the quantity of grain the seller wants to sell, the desired price per stated unit of quantity, the pickup/delivery timeframe and/or terms, payment timeframe and/or terms, a picture or document that can help verify the quality of the grain, as well as a time limit that the buyer has to respond by ("**Counteroffer**"). The Listing user, the buyer in this case, will be notified of the Counteroffer via FarmLead's email, text message, and/or App notification system that their Listing has been countered. The Counteroffer on a buyer's Listing constitutes an offer to sell the grain on those terms suggested in the Counteroffer. The counteroffering user may retract this counteroffer at any time before it is accepted, counteroffered, or rejected by following the prompts on the Website or App.

B. FOR BUYERS MAKING A COUNTEROFFER

A Counteroffer by a buyer on an offer to sell grain may suggest to the seller that before a connection is made and a deal made in theory, changes can be made to the quantity of grain the buyer wants to buy, the desired price per stated unit of quantity, the pickup/delivery timeframe and/or terms, and payment timeframe and/or terms, as well as a time limit that the seller has to respond ("**Counteroffer**"). The Listing user, the seller in this case, will be notified of the Counteroffer via FarmLead's email, text message, and/or App notification system that their Listing has been countered. The Counteroffer on a seller's Listing constitutes an offer to buy the grain on those terms suggested in the Counteroffer. The counteroffering user may retract this counteroffer at any time before it is accepted, counteroffered, or rejected by following the prompts on the Website or App. All Counteroffers by a buyer are expected to be, without exception, a net cash offering, meaning the purchase-per-unit price is net of all, without limitation, tariffs, taxes, service charges, and any other transactional fees

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3. **LISTING USER & COUNTEROFFERING USER NEGOTIATE**

If the Listing user is satisfied with the Counteroffer, the Listing user can make an Acceptance using the prompts via FarmLead's email, text message, and/or App notification system or on the Website or App directly.

If the Listing user is not satisfied with the Counteroffer, the Listing user can reject the Counteroffer or (if and when available) make a secondary Counteroffer to the primary/original Counteroffering user via the Website or App. Much like the original Counteroffer, the Listing user is now making a secondary Counteroffer to connect with the Counteroffering user on the terms specified in the Listing except that the Listing user may, again, change the quantity, price, pickup/delivery timeframe and/or terms, and/or payment timeframe and/or terms for the grain, in addition to adding a specific timeframe that the counterparty has to respond to this Counteroffer. This secondary Counteroffer constitutes an offer to make a deal for the grain on those terms. The Listing user may retract this secondary Counteroffer at any time before it is accepted by following the prompts on the Website (or, if and when available, via FarmLead's email notification system). The Counteroffering user may accept the secondary Counteroffer, reject the offer, or make a tertiary Counteroffer on the Website or App using the prompts.

There is no limit to the number of counteroffers that can be made between the Listing user and the Counteroffering user. Further there is no limit as to how many Counteroffering users a Listing user may negotiate with.

Any Counteroffer may be retracted by the user who placed it at any time by following the prompts via FarmLead's email, text message, and/or App notification system and/or on the Website or App. However, if an offer has been made and it is not retracted at the time that is accepted by the other party, then a binding Acceptance has been made. Counteroffers are automatically withdrawn if they are not accepted within the time limit imposed by the Counteroffering party, a range of options from 1 hour to 48 hours.

Once an Acceptance is made:

a. a deal "in theory" is formed for the seller to sell and the buyer to buy the grain on the terms specified in the Listing, except that price, quantity, transportation time frame and terms, and/or payment timeframe and terms which are to be those most recently agreed to in the Counteroffer (in so facto negotiation) process. FarmLead does not guarantee that a completed connection will result in a completed deal and goods and/or money exchange hands between the buyer and seller who have made an agreement of Acceptance on the Listing;

b. both the seller and the buyer must pay the appropriate FarmLead's Marketplace connection fees for the introduction and service used on the Website and/or App;

c. once both parties' payments are processed, FarmLead will inform the seller and the buyer of the other party's contact details by email as well by viewing the completed offer which can be found in the "My Activity" section of the "My FarmLead" tab on the top menu bar;

d. the buyer and the seller are expected to get in touch with each other via any form of communication to determine, agree to, and complete final contract terms; and

e. the seller may choose to apply for MarketPower Assurance accounts receivable insurance (**"MPA"**) to insure the sale of their grain to the buyer. At that time, FarmLead provides contact information for the seller and buyer as well as information associated with a specific deal to two (2) third (3rd) parties, specifically Pangaea Global Risk Management (**"PGRM"**) and Farmers of North America ("**FNA"**). This is only done if and when a seller of the grain chooses to apply for the MPA program. FarmLead itself is not an insurance underwriter, insurance agency, and/or any other type of insurance entity, but merely is a reseller of this specific insurance option as the Company receives a percentage commission of each successful insurable deal. All terms and conditions for MPA should be reviewed at a grain seller's earliest convenience and can be found at www.mpa.fna.ca.

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FarmLead's role in the connection process is rendered complete at LISTING USER AND COUNTEROFFERING USER NEGOTIATE, article 3, point c (once the Company notifies the seller and the buyer of the other party's contract details by email). FarmLead does not guarantee nor is responsible for the success of any Listing, offer, counteroffer, performance, and/or fulfillment of any contract.

CONTRACTS BETWEEN BUYERS AND SELLERS

The Website and/or App is simply a platform for introducing or connecting sellers and buyers of grain and for facilitating their contact information for the use of private negotiations outside of the Website and/or App's responsibility. FarmLead is not a clearing-house or a party to any contract for the sale and purchase of grain negotiated via the Website and/or App. The Company nor the Website and/or App is not, nor should ever be considered or categorized as, a grain broker, agent, or trader for either party.

Terms of sale (commodity, grade, quantity, price per quantity, delivery timeframe, delivery terms, payment terms, and/or any pertinent information) must be identified by the users as part of their Listing. Subject to any terms which change by the FarmLead email, text message, and/or App notification system or Website and/or App negotiation, these terms are the Listing itself and form the theoretical between sellers and buyers who agree to a deal via the Website and/or App.

We recommend that users seek legal advice about which contract best suits their purposes of trading grain. We do not warrant that any outsider contracts are complete, reliable, accurate, or appropriate for your individual circumstances. You agree that you enter into any connection negotiated via the Website and/or App relying entirely upon your own independent assessment of all relevant matters and do not rely upon any warranty, statement, or representation made or given by us or on our behalf. We encourage you to seek independent legal advice particular to your circumstances before agreeing to be bound by any contract.

The Company reminds all users that all grain trade in Canada is subject to the Canada Grain Act (1970-71-71, c.7, s. 1.) and can be found in full at http://laws-lois.justice.gc.ca/eng/acts/G-10/index.html. Further, grain trade in the United States of America is subject to the United States Grain Standards Act (USGSA) of 1916 (P.L. 64-190 as amended (7 U.S.C. 71 et seq.) and can be found in full at http://www.gipsa.usda.gov/fgis/standproc/usstands.html. Please refer to these documents for final determination and finality of contract terms agreed to outside of the FarmLead Marketplace, Website, and/or App.

EXCLUSION OF WARRANTIES

All information accessed at or via the Website and/or App is provided 'as is' without any expressed or implied warranty by the Company. The content of Listings relies on data received from registered grain sellers and registered grain buyers by us in good faith on the basis of warranties made by them however we are unable to verify the accuracy of this information.

We cannot and do not warrant or represent that:

1. users are over 18 and otherwise have the capacity to enter into contractual relations';
2. users have the capacity to perform their obligations under a contract between buyer and seller negotiated via the Website and/or App; and/or
3. any statement made by or attributed to a user of this Website and/or App is accurate or not misleading including (without limitation) the quantity, quality, or type of grain listed. You may refer any accuracies or concerns to contact@farmlead.com, which we will deal with at our discretion with respect to both parties involved.

You agree that negotiations, deals, and all other contact between you and other users of the Website and/or App are conducted entirely at your own risk.

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It is your responsibility to verify any information on the Website and/or App before relying on it. You agree that any purchases, sales, exchange of monies and/or of grains, or any other deals will be made solely in reliance on your own inquiries and inspections and that we have not made any warranties about the truth and/or accuracy of Listings or other advertisements, the suitability, quality, and/or existence of listed items, and/or the ability of users to actually enforce or complete a transaction. We do not warrant that sellers are the legal owners of grain listed.

You acknowledge that we are not liable for any direct, indirect, and/or consequential loss of damage (including legal fees and other expenses incurred) arising from or in any way connected with your use of the Website and/or App, the purchase, sale, acceptance, or other agreement between users of the Website and/or App, and/or any inaccuracy or incompleteness of information contained on the Website and/or App or any related printed material.

USE OF OUR WEBSITE AND/OR APP

The Website and App is available for use by any member of the public who has agreed to be bound by Our Terms of Use and Privacy Policies and their respective conditions.

Nonetheless, we do not represent or warrant that the content on the Website and/or App complies with the laws of any country outside of Canada or the United States of America. If you access the Website from outside Canada or the United States of America, you do so at your own risk.

While care has been taken when compiling the Website and App, it uses information from a range of sources, including third parties who place advertisements (e.g. banners) or allow us to publish information (e.g. live news feeds). We cannot and do not screen all material on the Website and/or App before it is posted.

We cannot and do not warrant or represent that:

1. the Website (including where advertisements are displayed), App, or any servers that store and transmit data to the user is secure and free from errors or omissions, technical inaccuracies, errors, programming bugs, viruses, harmful content and/or components, interference (including malfunction of software or equipment, Internet access difficulties, and/or delay or failure of transmission) or duplicate data; or
2. your or other's access to the Website and/or App will be uninterrupted, provided without delay or in a timely fashion

The availability of content on the Website and/or App is subject to the limitations of the Internet including re-buffering, loss of connection, and/or dropouts. High speed Internet and/or third (3^{rd}), fourth (4^{th}), or better generation of cellular wireless (i.e. 3G, 4G or better mobile technology) access is strongly recommended. You acknowledge and agree that such hardware, software, and Internet and mobile cellular wireless compatibility requirements, which may change from time to time, are your sole responsibility.

REGISTERING AS A SELLER OR BUYER

To market grain as a Listing by a seller and/or to make offers to buy grain as a buyer on the Website and/or App, you must register and obtain a username and password. Only registered users will be permitted to post a Listing and/or Counteroffers, and make connections on the Website and/or App. By registering and use of the Website and/or App includes the ability to enter into agreements and/or to make purchases of services electronically. Further, you agree that by registering and using of the Website and/or App requires compatible hardware, Internet access (from a computer and/or mobile cellular device), and certain software, some of which may require obtaining upgrades or updates from time to time. All fees and costs related to a user's personal hardware, Internet access and software, including all upgrades and updates, shall be your sole financial responsibility. Moreover, we currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text message and data fees, will still apply.

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Each user who registers or uploads material warrants that they are over 18 years of age and have provided us with complete, accurate, and current personal information. You must update your personal information if it changes. You consent to us contacting you from time to time to ensure your personal information is current.

Each user who registers an account and selects the option that says they are a buyer and agrees to the FarmLead Terms of Use agreement and Privacy Policy, automatically grants FarmLead permission to complete a credit analysis and/or credit check (using a third party) on the company that said user registered with. For as long as each user who says that they are a buyer are registered on the Website and/or App, FarmLead will continue to update its credit analysis and/or credit check every three (3) months of every calendar year, specifically, January 1st, April 1st, July 1st, and October 1st. To halt the credit analysis and/or credit check completed on their company, any user can change their status as buyer to "non-buyer" using the check-box fields in the "My Profile" section of the Website and/or App (under the "My FarmLead" header).

You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account and/or password. You warrant that FarmLead is not responsible for any losses arising out of the unauthorized use of your account which is not due to the negligence of FarmLead.

FARMLEAD USER RATINGS

Each user who registers an account on the Website and/or App is subject to being given a FarmLead User Rating based out of ten (10) with 9.99 being the maximum achievable user rating. The FarmLead User Rating is meant to hold accountable those users who are considered poor and dishonest trading partners and promote those users who are considered transparent and honest trading partners. A seller's User Rating is based initially on the information they provide on their registration form via the Website and/or App with a base of 8.50 for each user and then increasing with each piece of information provided to the Company (i.e. being transparent with us). A buyer's user initial User Rating is based a mathematical calculation that includes, but is not limited to, the credit analysis and/or credit check that FarmLead performs on the company the user has listed in their account. If a user is both a seller and a buyer, their User Rating will default to the buyer User Rating calculation process. Any user who's FarmLead User Rating falls below seven (7) out of the maximum ten (10) points will be subject to FarmLead's ultimate and conclusive decision to restrict access to the Website and/or App or remove the user from the FarmLead platform completely.

A user's FarmLead User Rating can increase and/or decrease based on things including, but not limited to, uploading photos and/or grain quality certification documents, inputting explicit contact information (i.e. business name, phone number, email address, etc.) in any Listing or Counteroffer, completing or reneging on connections made on the FarmLead Website and/or App, and cancelling Acceptance and/or Counteroffers via the Rejection function. All changes to a user's FarmLead User Rating are done on a mathematical basis. All User Ratings are visible to the public in any initial Listing a user posts and to individual counterparties when a Counteroffer is made.

UPLOADING MATERIAL

You may upload information to the Website, or instruct us to upload, adjust, or edit information (including any Listing, Acceptance, Counteroffer, and/or Rejection) on your behalf. We will not be liable for any consequences of any errors, omissions, or failures to comply with your instructions or for any delays in following your instructions.

You warrant that you own or have the authority to supply all text, trademarks, pictures, documents, artworks, and other material given or uploaded to the Website and/or App. You grant us a non-exclusive perpetual, worldwide, royalty-free license to copy, display, and/or modify that material by any means (including in both electronic and printed form).

If you upload data onto the Website and/or App, you indemnify us and will keep us indemnified against all claims, costs, expenses, damages, liability or loss arising from any claims made against us arising out of the inaccuracy or misleading content.

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We reserve the unequivocal right to decide whether, where, and how Listings, your information, and/or any photos or documents you upload on the Website and/or App are displayed on the Website and/or App.

Any and all press releases or other public announcements related to your advertisement and/or Listing on the Website and/or App, including their method and timing, must first be approved in advance by us in writing (electronically or paper). You may not claim any association with FarmLead.com without our explicit written permission.

WARRANTIES ABOUT CONTENT AND SALE OF GRAIN

If you upload any content to the Website and/or App or otherwise submit material to be published by us, you warrant that:

1. if you are a seller, you have the full right to sell the grain specified in your Listing on the terms of sale specified in that Listing and those negotiated over the Website and/or App and/or using FarmLead's email, text message, and/or App notification system;
2. all Listings (and goods and services listed) conform to current laws and regulations in Canada or the United States of America (per the country your business entity is located and operates;
3. all Listings are free and clear of all impediments;
4. unless otherwise stated, all quantities in a Listing and/or Counteroffer shall be expressed as the units indicated to the nearest whole number of the unit;
5. unless otherwise stated, all prices in a Listing and/or Counteroffer shall be expressed in Canadian dollars to nearest cent, excepting the case of listings in pounds where it shall be expressed to the nearest tenth of a cent,
6. you have the lawful right to distribute and reproduce that content and that it does not infringe on any trade secret, patent, trademark, copyright, and/or other proprietary or intellectual right of any party whatsoever;
7. it is true and correct;
8. it is not misleading or deceptive;
9. it is not libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, unlawful, abusive, inflammatory, or otherwise offensive; and/or
10. can be lawfully published on the Website, App, or otherwise by us.

You indemnify us and will keep us indemnified against all claims, costs, expenses, damages, liability, and/or loss arising from a breach of any warranty made by you in these terms.

Without partiality to other terms, to protect the integrity of the Website and App, we reserve the right (but are not required) to verify the accuracy of any information uploaded by you, including the availability of any goods or services offered for sale or accuracy or uploaded material. You agree that we can contact you and you will provide us with accurate information or clarification of matters related to material uploaded by you.

If any content uploaded is inaccurate and/or untrue, the user responsible for the inaccurate or untrue content must immediately attempt to delete or edit the content and/or contact FarmLead in any way or form to assist in the remedy of the error. The user acknowledges and agrees that FarmLead shall not be liable to the user for any loss that the user may suffer as a result of the incorrect content. Further, in the case of the FarmLead Marketplace, the user acknowledges and accepts that, should a counterparty accept the Listing or Counteroffer 'as is' and the user accepts as well before realizing the error, the user shall be bound to complete the transaction on the terms so accepted.

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LICENSES AND APPROVALS

Before any seller puts a Listing on the Website and/or App, they must ensure that they have any and/or all necessary licenses, consents, and approvals to sell the items listed.

FEES, PAYMENT, AND SECURITY

We charge sellers and buyers a FarmLead Marketplace Connection Fee for a deal connected through the Website and/or App for providing the seller and buyer with each other's contact details once they have negotiated a private deal via the Website or App and FarmLead's email, text message, and/or App notification system. A full list of our Marketplace Connection Fees can be found at http://farmlead.com/page/marketplace-connection-fees. FarmLead reserves the right to alter these Connection Fees without publishing revised terms on the Website and/or App. When you transact through the Website and/or App, you will be bound by the Connection Fees current at the date of that transaction. Non-compliance with any part of this agreement will authorize FarmLead to possibly refuse access to FarmLead.com and/or the FarmLead App.

Grain buyers and sellers on the FarmLead Marketplace are only required to pay a flat connection fee once they've negotiated and are happy with the terms of the trade for their deal. GST tax is applicable on all Connection Fees and all deals are paid for via a credit card through a convenient, reliable, & award-winning payment processor provided by Authorize.Net (link), Input of all credit card information is entered on their system and is never accessible directly through FarmLead's platform. With Authorize.Net and our merchant provider, Chase Paymentech, we are able to process Visa, Mastercard, American Express, and Discover Card. There are three (3) possible ways a FarmLead Marketplace connection can be made and paid for:

1. **Marketplace Connection Fee of $1.00/MT up to 80/MT, and then $0.25/MT thereafter.**
   For example, a 40.5 MT wheat connection would cost $40.50 (plus tax) whereas a 300 MT wheat connection would cost $135. (plus tax)

2. **A "Connect Now" Connection Fee:**
   This is the cost of acquiring a potential counterparty's contact information without finalizing a negotiation. The cost of this fee is $1.50/MT up until a maximum of $200. For example, a Connect Now Connection Fee on 544 MT (20,000 bushels) of wheat would be $200. FarmLead does not consider connections made through a "Connect Now" process a negotiated & finalized deal so FarmLead user ratings are not affected by their outcomes. Further, FarmLead does not guarantee that a deal will be agreed to and/or completed though the Connect Now process.

3. **An Annual Subscription Connection Fee:**
   $1,000 for unlimited negotiated connections for a full year. It also includes the option to do 4 free "Connect Now" deals. This fee can be paid ahead of doing any deals by clicking on "My FarmLead" and the option will provided at the top of the page.

Once a private deal has been negotiated on the FarmLead Marketplace and both the seller and buyer have agreed to Acceptance of the terms and conditions of the Website and/or App and terms of the Listing, our Marketplace Connection Fees become due by both parties. Only once both parties have paid their respective Marketplace Connection Fee or Connect Now connection fee and the payment has been processed, FarmLead will send the contact details of the buyer and the seller to their respective counterparty (or just one of the counterparty's contact info to the other user if the latter selects and the corresponding Connect Now connection fee. Hereafter, FarmLead's complete and total service, liability, and obligation to both parties has been completed.

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FarmLead reserves the right to change, modify, or alter the Marketplace Connection Fees and the manner of payment we accept at any time. Payment must be made in Canadian dollars.

Currently, all payments are only accepted via online credit card payment through the secure online payment gateway, Authorize.Net. We will use any and all reasonable efforts to keep any payment information we have about you secure and ensure that our employees and/or agents who have access to this information do not make unauthorized use, modification, reproduction, and/or disclosure of it. We currently use Authorize.Net, a third party, to provide a secure payment transaction facility that allows you to pay online, and in this case, we will not receive any of your payment information. Your payment information is completely and wholly subject to the third party's Terms of Use. You agree to indemnify us and will keep us indemnified against all claims, costs, expenses, damages, liability or loss arising from the use of the third party's services. We recommend that you take the time to review the terms, conditions, and policies of our third-party payment gateway, Authorize.Net, which can be viewed on its website at www.authorize.net.

GOODS AND SERVICES TAX (GST)

Fees for our services include Goods and Services Tax ("**GST**") as defined in Part IX of the Excise Tax Act of 1991 of Canada and as amended by the Final 2007 Budget Implementation Bill (Bill C-28).

Where the prevailing rate of GST changes, the new rate will be applied to the prices and the GST inclusive price for the service will be adjusted to account for the new rate of GST.

We will issue a tax invoice to the payer for any supplies made by us to which GST applies if requested by the user after a completed transaction on the Website and/or App. We do issue a general invoice after a completed transaction on the Website and/or App via email and which can be viewed at any time on the a user's "My Activity" section of the "My Account" top menu option.

REFUNDS

Subject to law, once you have paid the FarmLead Marketplace Connection Fee for an introduction to your counterparty, no money will be refunded except in Our absolute discretion.

INTELLECTUAL PROERTY

All software used in the Website and/or APP, material on, and/or compromising the Website and/or App (including photos, graphics, text, data, content of classifieds, advertisements, pictures, videos, and other visual or audio-visual works) and the design, layout, look, and/or appearance of the Website and/or App ("**Intellectual Property**") is owned by or licensed to Us and protected by copyright and all other intellectual property laws of Canada and other countries internationally.

Except to the extent necessary for your ordinary use of the Website and/or on your Internet browser, mobile cellular device, or as permitted under the Copyright Act of Canada (first passed in 1921, and as amended in 1988, 1997, and 2012) or other applicable laws, this Intellectual Property may not be used, adapted, reproduced, uploaded to a third party Website and/or App, framed, linked to, published, transmitted, and/or distributed in any way or in any form or medium without prior exclusive written consent from the Company. This means you cannot download, copy, or reproduce any material from the Website and/or App without Our or the owner's written permission unless you are acting in the ordinary and proper course of using the Website's and/or App's services.

The Website and/or App may contain multimedia works and still images licensed to Us from third parties. These works are provided purely for your private, non-commercial use, and you may not (directly or indirectly) distribute, modify, translate, publish, rebroadcast, transmit, or communicate these works or create derivative works from them.

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LINKS TO THIRD PARTY INFORMATION AND SITES

The Website and App contain information provided by third parties as well as links to third party websites and resources. Third party websites are not part of the Website and/or App. These links and resources are provided solely for your interest and convenience.

We and our employees, contractors, and/or agents take no responsibility for the content, resources, or sites that link from, or to, the Website, App, or any associated products and services. Responsibility for the content of any classified and other advertisements appearing on the Website and/or App (including banner advertisements and hyperlinks to advertisers' own websites) rests solely with the advertisers.

We do not endorse and make no representations, either expressly or impliedly, concerning third party resources, their content, and/or any products and/or services which they offer.

PROHIBITIONS

You must not abuse the use of the Website, App, or their respective facilities, systems, resources, accounts, services, networks, or affiliated or linked websites for a purpose other than which the Website and/or App's service is provided or use the Website and/or App to engage in any activity that We (in our absolute discretion) think is inappropriate, offensive, or defamatory.

Without limiting this, you agree not to (and not attempt to):

1. include your name, company name, telephone number, and/or any other contact details in a Listing or Counteroffer;
2. facilitate or participate in any illegal activity via the Website or App;
3. upload or otherwise transmit any computer worms, viruses, or other disruptive or destructive files or malicious or harmful code through or on the Website, App, or FarmLead email, text message, and/or App notification system;
4. damage, modify, interfere with, disrupt and/or destroy any files data, passwords, devices, software, and/or resources that belong to you;
5. do anything that compromises the security or stability of the Website and/or App;
6. disrupt or interfere with any other user's enjoyment and fulfillment of the Website, App, and/or affiliated or linked websites;
7. use or attempt to use another user's account, service, or system without authorization from that user or FarmLead;
8. mirror, in any way or in any form, the Website, App, data, or content from the Website and/or App, or results pages on any other website or medium;
9. data mine or send automated queries of any kind to the Website and/or App without Our prior written permission;
10. harvest and/or otherwise collect information about other users (including, but limited to, email addresses and phone numbers) without their consent except in the ordinary course of using the Website and/or App's services;
11. transmit through or on the Website and/or App spam, chain letters, junk mail, and/or any other type of flooding techniques or mass distribution of unsolicited email to people or entities who have not agreed to be part of such mailings.
12. create or use a false identity account or one that is not yours on the Website and/or App; and/or

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13. obtain unauthorized access to the Website and/or App or parts of the Website and/or App that are restricted from general access;

Violations, damage, abuse, and our disruption of any and all FarmLead system, network, or service security may result in civil or criminal liability.

EDITORIAL POLICY

You agree to comply with any editorial policies we create from time to time.

We require that:

1. uploaded content be in Canadian Standard English;
2. trademarks are used correctly and strictly in accordance with Canadian IP and copyright guidelines and regulations;
3. text and links are kept up-to-date and accurate; and
4. descriptions, including photo and document uploads, accurately reflect the listed grain including quantity available and grade/quality

You must not upload or submit content to the Website and/or App that:

1. is illegal in nature (including encouraging conduct that might be represent or be justified as a criminal offence);
2. violates any intellectual property rights (including, without limitation, patents, trade markets, trade names, copyright, and design rights and whether registrable, registered or unregistered, or other rights of any person in any jurisdiction in the world;
3. is threatening, harassing, abusive, discriminatory, unlawful, obscene, offensive, profane, indecent, defamatory, or otherwise objectionable;
4. is misleading or deceptive or likely to mislead or deceive other users;
5. contains universal call-to-action phrases such as “click here”, “link here”, “visit this business”, or other similar phrases that could apply to any ad, listing or business, regardless of content, the type of business or its location;
6. refers to unapproved, banned, illicit, or otherwise illegal pharmaceuticals or drugs;
7. contains information that features or advertises or otherwise lists off-shore or online casinos or gambling services;
8. is unclear or contains unacceptable levels of spelling, punctuation, or grammatical errors or over use of exclamation marks or capital letters;
9. opens a pop-up when entering or leaving a linked website’s landing page; and/or
10. contains links to websites featuring any of the above.

We may revise, remove, or refuse to publish any material uploaded to the Website and/or App or otherwise supplied by you to Us at Our absolute discretion and without consulting or notifying you.

We may also remove or refuse content in Our absolute discretion.

REFUSAL OF USE

Using of the Website and/or App is a privilege. We may decline to register you as a user, terminate your registration, and/or restrict your access to the Website and/or App (including via any other aliases you use) at any time at our complete

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discretion without consulting with or informing you that we are doing so. Without limiting this, We consider the following as grounds for refusal of use:

1. if a serious or multiple complaints are received about you; or
2. you breach these Terms of Use or any of other Company policies.

LIMITATION OF OUR LIABILITY

You agree not to hold Us responsible for things that you, We, or other users of the Website and/or App do. Except as expressly stated in these terms, We and Our employees, agents, and/or contractors exclude all:

1. warranties whether expressed, implied, statutory, and/or otherwise, relating in any way to the Website and/or App including information accessed at the Website and/or App, other than those warranties implied by law; and
2. liability of you or anyone else in respect of any loss or damage (including special, indirect and/or consequential loss, and/or damage such as loss of revenue, unavailability of systems or loss of corruption of data) arising from, or in connection with, any use of the Website and/or App (including the information on, or accessed through the Website and/or App), or any place where your or other users' data is displayed, for any reason whatsoever and regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise.

Certain rights and remedies may be implied by law and may not be permitted to be excluded, restricted, and/or altered. To the fullest extent permitted by law, We and Our partners', employees', agents', and/or contractors' liability for any breach of an implied warranty or condition that cannot be excluded is limited to the re-supply of listing space, information, links, and/or associate Website and/or App services, or a refund of fees paid by you.

YOUR INDEMNITY

You indemnify Us and agree to keep Us and Our directors, advisors, officers, employees, agents, contractors, and subsidiaries indemnified against any loss or damage, direct, indirect, or consequential (including legal fees and other costs incurred) by any third party arising out of or in any way connected to:

1. your use of the Website and/or App;
2. your violation or ignorance of these terms of use, including any act, neglect, and/or default by you or your employees, licensees and/or clients; and/or
3. the content of your uploaded material and/or the negotiation, enforcement of deals or transfer of grain or money between you and another user.

DISPUTES

If a dispute arises between Us in relation to these terms or any other matter related to the Website and/or App before beginning legal proceedings (other than in pressing circumstances where an injunction is sought), the distressed party must notify the other in writing (which may include by email or facsimile) and we must both attempt to resolve the dispute promptly and in good faith.

If a dispute arises between you and another user of the Website and/or App, that is a matter for you and the involved party to resolve privately. As such, you hereby agree to release FarmLead and Our directors, officers, advisors, employees, agents, contractors, affiliates, and/or subsidiaries from all claims, demands, and damages (including, without limitation, actual and consequential) of every kind of nature, indirect or direct, unknown or known, unsuspected or suspected, undisclosed or disclosed, arising out of or in any way connected with all such disputes. We may, in our

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discretion, provide discretionary third parties to the dispute with any help that we believe is rational in the circumstances to help resolve the dispute, however, we cannot take sides, mediate, or bring an action on your behalf.

DISCLAIMERS

ALL INFORMATION PROVIDED ON THE WEBSITE AND/OR APP IS FOR GERNAL INFORMATION PURPSOES ONLY. THE INFORMATION SHOULD NOT BE INTEREPRETED AS INDIVIDUALIZED ADVICE, INVESTMENT RECOMMENDATION, AND/OR FARMING OR AGRICULTURE CONSULTATION. THE COMPANY DOES NOT OFFER INVESTMENT, FARMING, OR BUSINESS ADVICE. NONE OF THE INFORMATION FOUND ON THE WEBSITE AND/OR APP SHOULD BE CONSIDERED A RECOMMENDATION, SPONSORSHIP, ENDORSEMENT OR ANY BUSINESS OF ANY NATURE AND/OR ANY FINANCIAL DERIATIVE OF ANY NATURE.

THE COMPANY, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR AFFILAITES GUARANTEE THAT ALL MATERIAL AND INFORMATION PRESENTED ON THE WEBSITE TO BE TAKEN FROM SOURCES BELIEVED TO BE RELIABLE AND ALL INFORMATION IS PRESENTED IN GOOD FAITH BUT NO WARRANTY OR REPRESENTATION EXPRESSED OR IMPLIED IS MADE TO THEIR CORRECTNESS, COMPLETENESS, OR ACCURACY.

THE USER ACKNOWLEDGES AND AGREES THAT FARMLEAD DOES NOT RECOMMEND OR SUGGEST ANY FARMING, FINANCIAL TRADING OR HEDGING, OR PERSONAL ADVICE. NO SYSTEM OR METHODOLOGY HAS BEEN EVER DEVELOPED THAT CAN GUARANTEE PROFITS OR FEEDOM FROM LOSSES IN FARMING AND/OR FINANCIAL TRADING AND/OR HEDGING. ANY DECISION(S) MADE BY THE USER ARE THEIR DECISION(S) ONLY.

PRIVACY

We may collect and store personal information about you, when you use the Website and/or App, from where you use the Website and/or App, and/or otherwise communicate with Us.

You acknowledge and agree to Our Privacy Policy (as amended from time to time) which is available at http://farmlead.com/page/privacy-policy and to the collection, use, and disclosure of personal information in accordance with that statement.

We will only collect, use, store, and/or disclose any personal information in accordance with Our Privacy Policy, to the extent explicitly required by law, or where reasonably considered by these terms (including disclosing information in connection with any query or claim).

We do not agree to withhold any information about you that is already in the public domain or that you upload onto the Website and/or App. Such an example would be when a user pays a Connect Now Connection Fee to have the contact information of a potential counterparty released to them

OTHER PROVISIONS

These terms (together with any and all other policies we publish) represents the entire agreement between you and Us, relating to the subject matter of these terms and supersede all prior understandings or agreements, written or oral, on that subject matter.

You may not assign your rights or obligations under these terms to third parties.

If any part of these terms are unenforceable, the remainder of the set of terms will not be affected.

A waiver of any of these terms will only be effective if it is in writing and signed by an authorized FarmLead employee.

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No matter where you are located, these terms are governed and fully enforced by the laws of Province of Saskatchewan and the country of Canada, and we each submit to the non-exclusive jurisdiction of those courts of that Province and courts able hear appeals from them.

CONTACT

If you have any questions or comments about these terms, please contact:

FarmLead Resources Ltd.
1233 13th St. E.
Saskatoon, SK, Canada
S7H 0C3
Phone: 1-855-332-7653
Email: contact@farmlead.com

Attention: Chief Operating Officer

These terms were last updated on 14 November 2014.

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Appendix A: FarmLead Definitions

"City/Town" is defined as the most populous human settlement that is closest in geographical proximity to where the grain and/or farm is located.

"Close Date" is defined as the date that an offer listed on the FarmLead Marketplace will be removed. Title of the grain, insurance, freight costs, etc. are all to be decided upon between the buyer and the seller outside the FarmLead Marketplace.

"Connect Now" is defined as the type of connection made where only one user in a negotiation pays an inflated Connection Fee in order to receive the contact information of their counterparty. Only the user making the request to pay the Connect Now connection fee is charged and only they will receive their counterparty's contact information. In any Connect Now deals, wherever the negotiation was left is not considered to be an agreement made in theory like the normal FarmLead Marketplace Connection Fee payment process.

"Connection Fee" is defined as the fee payable to FarmLead by each user for the release of a counterparty's contact information to complete a deal negotiated and agreed to in theory on the FarmLead Marketplace.

"Counteroffer" is defined as a negotiation by a user on a current FarmLead Marketplace Listing to buy or sell grain. A counteroffer can include a changed price per unit of grain, changed amount of grain, changed transportation terms and/or locations, changed payment terms, a time limit for the countered user to reply with an acceptance, rejection, or their own counteroffer, and/or personal comments by the counteroffering user.

"Crop Zone" is defined as the specific agricultural region as pertaining to the most recently updated Statistics Canada Agricultural Regions & Census Divisions and/or the most recently updated United States Department of Agriculture's National Agricultural Statistics Service's District and County Boundary Maps.

"Delivered" is defined only as transporting the grain to a location specified by the buyer. Title of the grain, insurance, freight costs, etc. are all to be decided upon between the buyer and the seller outside the FarmLead Marketplace. Generally, Delivered deals constitutes freight is paid by the seller of the grain (but this is to be exclusively decided by the buyer and seller who have made a connection with each other on the FarmLead Marketplace.).

"Delivery Period" is defined as the timeframe with which the grain should be picked up from the farm and/or delivered to the final location. This can be a specific number of days after the connection on the FarmLead Marketplace place or a specific quarter, bi-monthly period, or bi-weekly period.

"FOB", or "Free on Board", is defined only as having the grain picked up from the location at which it sits at the time of the Listing. Title of the grain, insurance, freight costs, etc. are all to be decided upon between the buyer and the seller outside the FarmLead Marketplace. Generally, FOB deals constitutes freight is paid by the buyer of the grain (but this is to be exclusively decided by the buyer and seller who have made a connection with each other on the FarmLead Marketplace.).

"Grade" is defined as any listed and/or defined grade and/or bushel weight by either the most recently updated Canadian Grain Commission Official Grain Grading Guide or the most recently updated United States of America Official Standards For Grains (as per the country the grain is being delivered to and/or in).

"Grade Certificate" is defined as a document that attests to the quality of a commodity by official inspectors, testers, and graders. Also known as an inspection certificate.

"Listing" is defined as an offer on the Website, detailing grains a user is looking to sell or buy, respectively, detailing the terms of the sale including the maximum quantity of grain available or sought and a starting price.

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"Loaded Grade" is defined as the quality of the grain, according to the country's governing grading authority, in a specified vehicle (i.e. truck or railcar) before it departs a specific location for its destination. The opposite of Loaded Grade is Unloaded Grade.

"**Loaded Railcar"** is defined as the transportation or freight option that sees a producer or agribusiness entity load pre-appointed railcar at a pre-determined location. Title of the grain, insurance, Loaded or Unloaded Weights, Loaded or Unloaded Grades, freight costs, etc. are all to be decided upon between the buyer and the seller outside the FarmLead Marketplace but can be negotiated on via the FarmLead Marketplace before a connection is made.

"Loaded Weight" is defined as the weight of the grain in a specified vehicle (i.e. truck or railcar) before it departs a specific location for its destination. The opposite of Loaded Weights is Unloaded Weights.

"MPA Credit Insurance Protection Cost" is defined as the best mathematically-calculated price an individual will pay for accounts receivable insurance as provided by MarketPower Assurance. All terms and conditions for the MPA credit insurance program can be found on the MPA website at www.mpa.fna.ca.

"Moisture" is defined as the measure of water content of the grain (in percentage).

"Moisture Max" is defined as the maximum moisture content allowable by a buyer of the grain being connected on.

"Moisture Min" is defined as the minimum moisture content allowable by buyer of the grain being connected on.

"Organic" is defined as grain grown under the most recently updated Canadian Grain Commission's Organic Agriculture General Principles and Management Standards or the most recently updated United States Department of Agriculture National Organic Program (NOP) (as per the country the grain is being delivered to and/or in).

"Payment Terms" is defined as the conditions under which a seller and buyer will complete a sale. The terms specify the period allowed for the buyer to pay off the amount due. Within these terms, **"Pre-Payment"** is defined as the buyer paying off the amount due before the grain is picked up from the seller's location and/or delivered to the buyer's location; **"Upon Delivery"** is defined as the buyer paying off the amount due once the grain has been delivered to the buyer's location; "**within 15 days"** or any other number of days up to "90" is defined as the buyer paying off the amount due in the predetermined number of days after the grain has been delivered to the buyer's location.

"Price" is defined as the amount of money expected and/or required to be given in payment for the sale of the grain being transacted upon.

"**Protein"** is defined as the quality of grain

"Quantity" is defined as the amount of grain per the units provided in a Listing.

"Season/Crop Year" is defined as the marketing year that the grain was harvested in.

"State/Province" is defined as any federally-recognized region as pertaining to Canadian and/or United States of America laws and regulations.

"Total Deal Value" is defined as the number of units of grain available multiplied by the price per unit provided.

"Transportation Option" is defined as either "Delivered" or "FOB".

"Year of Delivery" is defined as the year that the grain is to be picked up and/or delivered to the final location.

"Unit" is defined as a definite magnitude and/or measurement of grain. This may include, but not limited to, tonnes (also known as metric tonnes), bushels, pounds, and/or hundredweight (also known as CWT).

"Unloaded Grade" is defined as the quality of the grain, according to the country's governing grading authority, taken at the final destination of the grain's specified vehicle (i.e. truck or railcar). The opposite of Unloaded Grade is Loaded Grade.

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“Unloaded Grade” is defined as the weight of the grain taken at the final destination of the grain’s specified vehicle (i.e. truck or railcar). The opposite of Unloaded Weight is Loaded Weight.

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