

FoodChain ID Service Agreement Non-GMO Project Product Verification Program

Agreement between FoodChain ID, Inc. ("FoodChain") and _____ (the "Company") to verify that certain products comply with The Non-GMO Project Standard.

1. *FoodChain Services/License from The Non-GMO Project.* FoodChain is a technical administrator of The Non-GMO Project Product Verification Program (the "Program"), which aims to determine whether products enrolled with The Non-GMO Project demonstrate compliance with The Non-GMO Project Standard (the "Standard"). FoodChain will evaluate the Company and its enrolled products at least annually to verify that such products comply with the Standard. The Company understands that prior to FoodChain verifying Company's products and issuing any verification certificates, the Company, or the brand owner if the Company is a co-packer or contract manufacturer, must enter into a licensing agreement with The Non-GMO Project, whereby the Project licenses Company to use the Project's seal and agrees to protect the Company's confidential information.
2. *Non-GMO Project Standard.* It is the responsibility of the Company to understand and keep current with the Standard, the variances, and terms of usages. A copy of the Standard and information concerning public comment periods are available at www.nongmoproject.org.
3. *Non-GMO Project Product Verification Program/Information Required.* Company shall, in a timely manner, provide FoodChain with all data necessary to evaluate products for compliance with the Standard. Even after products are verified as in compliance with the Standard, the Company may be required to provide further information; for example, when the Standard is revised or as questions may arise. FoodChain's verification of enrolled products may be delayed if data is not submitted in a timely fashion. Such data includes, but is not limited to, product labels and formulations, supplier ingredient statements and specialty declarations required by the Standard, quality assurance and quality control documentation, sampling information, GMO testing standard operating procedures, and other items as determined to be necessary by FoodChain. The Company agrees to submit correct information to FoodChain, and Company shall promptly provide FoodChain with updated information about its products, operations, suppliers, co-packers, ingredients, formulations and any other product information relevant to the Program, prior to making any changes that could affect FoodChain's decisions regarding the Company's compliance with the Standard. Enrollment of products in the Program does not guarantee such products will be verified as in compliance with the Standard. This is an annually renewing Program requiring at least annual updates to Program-related information and annual renewal verifications. The renewal verification must be completed by the earlier of either the one-year anniversary date of the verification of the Company's first enrolled product or 18 months from date the Company enrolls in the Program.
4. *On-site Inspections.* On-site inspections may or may not be required to verify Company facility procedures or activities, co-packer (if any) information, product and ingredient compliance with the Standard, and, if required, will be provided either by FoodChain or a third-party inspector. When inspections are required as a part of regular Program processing (i.e., enrollment or renewal), Company will receive notice of the inspection(s) required and Company shall cooperate in the convenient scheduling of the inspection(s). Notwithstanding the foregoing, on-site inspections may be unannounced if required by the Standard. For all inspections, Company agrees to give inspectors access to all necessary information and physical operations.

5. *Payment.* The Company shall pay the fees for participation in the Program in accordance with FoodChain's fee schedule, which may be amended from time to time. Additional fees may apply for cancellation of scheduled on-site inspections. The current version of the fee schedule is set forth on FoodChain's website or has been delivered to Company. All fees shall be paid in U.S. Dollars, unless stated otherwise in writing. Company will be billed on enrollment, annually on renewal, and as additional products are entered by Company into the FoodChain database, and Company agrees to promptly pay all applicable fees when invoiced. Renewal verification invoices will be for, and include, all products enrolled at the time of renewal. Renewal verification invoices are due upon receipt; delay in payment may result in the delay of renewal verification as FoodChain reserves the right to suspend an account for overdue invoices. No refunds will be provided for products withdrawn from the Program during the year. Additional products entered by Company into the FoodChain database after either the initial or a renewal verification shall be invoiced to Company at the then current fee schedule, and such fees will be due upon receipt and prior to verification. Fees for new enrolled products will not be offset against those for products that have been withdrawn. For non-U.S. companies or companies where services are performed with respect to products that may impose non-U.S. taxes at the source, Company shall be responsible for and pay any such foreign taxes, and such taxes may not be deducted from FoodChain's invoice. Any expenses, including reasonable attorney fees, resulting from collecting past due invoices, shall be borne by Company.
6. *No Infringement.* FoodChain represents that the Company's non-negligent use of FoodChain services in accordance with all laws will not infringe on any intellectual property rights, or, to the best of FoodChain's knowledge, violate any law, statute, ordinance, regulation or treaty.
7. *Third Party Services.* To evaluate the Company's compliance with the Standard, vendors that provide ingredients and services to the Company may need to participate in the Program before FoodChain can complete the Company's verification process.
8. *Confidential Information.* In the course of this Agreement, the Company may obtain proprietary and confidential information from FoodChain, which includes FoodChain's forms and documents, questionnaires, written and oral advice, methods of verification and other aspects concerning the verification process, and constitutes the intellectual property of FoodChain. In the course of this Agreement FoodChain may acquire or develop confidential information relating to the Company, including the GMO status of Company products, practices within its facilities, and other technical and business information about it or its vendors. Neither party shall, at any time during or after this Agreement, use the confidential information of the other except in connection with this Agreement, or disclose it to third parties, except (a) the Company may disclose such information to persons who are under a duty of confidentiality at least as stringent as the Company's hereunder, and who have a need to know such information in connection with the Company's efforts to obtain product verification, provided that such disclosures by the Company of FoodChain's proprietary and confidential information (including forms, documents and questionnaires) shall not be made to other technical administrators of The Non-GMO Project by allowing such technical administrators to use the Company's passwords to access its data online or otherwise; and (b) FoodChain may disclose all Company information to persons who are under a duty of confidentiality at least as stringent as FoodChain's hereunder, and who have a need to know such information in connection with FoodChain's services to the Company. FoodChain's disclosures shall include sharing the Company's confidential and other information with The Non-GMO Project so that The Non-GMO Project is able to operate and oversee the Program and FoodChain's services in connection therewith. Notwithstanding the foregoing provisions of this Section 8, (i) FoodChain's services, including FoodChain's verification process and its online data acquisition and management system (including the specific fields and definitions in the questionnaire and the reporting formats used) are based on information and standards owned by FoodChain or The Non-GMO Project, and will remain the property of

FoodChain or The Non-GMO Project, as applicable, and the Company shall have no rights therein; (ii) the online information and any other information received from the Company, and FoodChain's advice or information provided to the Company, may be aggregated with other information in the FoodChain database and used by FoodChain and/or The Non-GMO Project on a purely no-name basis where the Company's identity is not disclosed in any such summary or aggregation report; (iii) once the Company's products are verified by FoodChain as in compliance with the Standard, their brand and trade names, marks, and Company-supplied logos may be disclosed to the public by FoodChain or The Non-GMO Project provided that the Company, when it enrolls in the Program, selects the option on FoodChain's website to publicly list such products; and (v), if the Company is a co-packer (i.e., a company manufacturing, packaging or labeling products for a brand owner), FoodChain may disclose to the brand owner of the product being evaluated, the co-packer's name, product name, brand name, product evaluation status, expedite status, verification status, date the product was verified, whether the product is organic, the product category, product UPC codes, size and weight information, the date the package label was added, and whether The Non-GMO Project seal is displayed.

9. *Limitation of Liability.* Except with respect to the negligence or willful misconduct of FoodChain in connection with its use or protection of the Company's confidential information under this Agreement or any confidentiality agreement signed by the parties, and except for FoodChain's breach of its representation in Section 6 (no infringement), the maximum liability of FoodChain and its contractors under this Agreement, or on account of any acts or omissions in connection with their services contemplated under this Agreement, shall be the amount of ten (10) times the payment made by Company for any negligent or otherwise deficient services rendered. The foregoing agreement is in lieu of all other agreements express or implied.
10. *Indemnification.* The Company will defend, indemnify, and hold FoodChain and The Non-GMO Project and their directors, officers, employees, and agents (collectively, the "indemnified parties") harmless from and against any third-party claim, suit, demand, loss, damage, or expense (including reasonable attorney's fees) to the indemnified parties arising from the sale of products by the Company, or to any breach by Company of this Agreement, or its negligence or willful misconduct. However, the foregoing indemnification shall not apply to FoodChain to the extent that a court of competent jurisdiction determines that any loss arose as a result of the breach of this Agreement, negligence or willful misconduct of FoodChain, and the foregoing indemnification shall not apply to The Non-GMO Project to the extent that a court of competent jurisdiction determines that any loss arose as a result of the breach of this Agreement, negligence or willful misconduct of The Non-GMO Project.
11. *Disputes/Governing Law.* Any disputes arising out of or relating to this Agreement shall be governed by the laws of the State of Iowa (without giving effect to principles of conflicts of laws), and shall be resolved by arbitration in Des Moines, Iowa in accordance with the rules of the American Arbitration Association; provided, that either party may seek recourse to the courts of any state in the U.S. to enforce the confidentiality provisions of this Agreement. In the event of any dispute, the prevailing party shall be entitled to all costs of resolving the dispute, including reasonable attorney's fees.
12. *Voluntary Withdrawal.* The Company has the right to voluntarily withdraw from the Program at any time without penalty, subject to the payment of the outstanding fees owed to FoodChain at the time of withdrawal. All withdrawals from the Program shall be submitted to FoodChain in writing.
13. *Execution.* This Agreement may be signed in any number of counterparts. If Company is signing a paper copy of this Agreement, it should sign where indicated below and returned to FoodChain by one of the following: scanning and emailing it to enroll@foodchainid.com, by faxing it to 319-538-0490, or mailing to FoodChain at



FoodChain ID, Inc., Attention CFO, 504 North Fourth Street, Fairfield, Iowa 52556. If the Company is signing electronically on FoodChain's website, click "I agree" where indicated. FoodChain's electronic signature is binding on it and Company's electronic, faxed or hard copy signature is binding on Company.

In Witness Whereof, the parties have executed this Agreement as of the ____ day of _____, 20____.

Company: _____
(Print Company name above)

FoodChain ID, Inc.

By: _____
(Signature of Company representative)

By: _____
David D. Carter, CEO, FoodChain ID, Inc.

Name: _____
(Printed Name of Signer)

Title: _____

Email: _____