



## Seed Transfer & License Agreement

THIS SEED TRANSFER AND LICENSE AGREEMENT (the "Agreement") is effective as of the Date of Purchase (the "Effective Date"), by and between Hemponix Seed LLC, ("Hemponix") a Minnesota limited liability company, and Company or Individual Representing the Company, having its principal place of business at address location invoice from online purchase ("Buyer").

WHEREAS, is the owner and breeder of certain proprietary varieties of plant species (the "Seed" or the "Seeds"); and

WHEREAS, Buyer wishes to plant the Seeds and to harvest the resulting crops or to otherwise utilize the Seeds for the purpose of growing and producing agricultural products; and

WHEREAS, Hemponix is willing to provide the Seeds to Buyer for the aforementioned agricultural purposes subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Limited License.

Upon receipt from Buyer of the Purchase Price in accordance with Section 2, Hemponix shall deliver or arrange for the delivery of the purchased quantity of Seeds outlined on Purchase Order to Buyer and shall automatically grant Buyer a limited non-exclusive, non-sublicensable license to plant, grow, and harvest the Seeds and resulting plant matter. Buyer acknowledges that such license shall not extend to the production, commercialization, or transfer of the Seeds, pollen, cuttings, tissue, or other plant matter derivatives to any third party for commercial, research, or any other purposes. Buyer shall not cross-breed the seeds with non-Hemponix seeds without express written authorization from Hemponix. Buyer may not re-sell, donate, consign, or otherwise transfer Seeds, pollen, cuttings, tissue, or other plant matter derivatives to any third party without the consent of Hemponix.

### 2. Purchase Price.

Buyer shall pay Hemponix a fee in the amount set forth on Purchase Order (the "Purchase Price") in exchange for Hemponix supplying the Seeds. The

Purchase Price shall be payable by electronic transfer (wire transfer, credit card, or transfer of funds to an account that shall be designated by Hemponix). The Purchase Price shall be due upon the agreeing of this Agreement, and of the Purchase Price shall be due and payable prior to the fulfillment of the order.

### **3. Transfer and Risk of Loss.**

Unless otherwise expressly agreed to in writing by Hemponix, shipping terms shall be shipped Overnight via Federal Express unless otherwise noted from Buyer. Hemponix shall give written notice of shipment to Buyer when the Seeds are delivered to a carrier for transportation, together with all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents necessary, to release the Seeds to Buyer.

### **4. Retained Rights.**

Buyer shall not propagate, cross breed, or use any of the genetic material in these seeds for personal use, or resale. In the event that Hemponix is aware of said activity Hemponix shall retain all intellectual and other proprietary rights, interest, and title to the Seeds and in all hybrid seed lines created from using Hemponix seed lines ("Hybrids"). In addition, Hemponix shall own all Hybrids that are essentially derived from the Seeds or Hybrids whose essential characteristics fail to be clearly distinguishable from the Seeds. Buyer may not use the Seeds or any information pertaining to the Seeds to seek or obtain patent protection or plant variety rights or any other intellectual property protection for this genotype, either within the United States of America or any other country, and may not authorize a third party to do so.

### **5. Reporting.**

At the request of Hemponix, Buyer shall report to Hemponix the results of Buyer's planting, growth, and harvest of the Seeds so that Hemponix may improve its recommended best-practices. Such a report shall include a general description of Buyer's growing practices, third-party products applied during the growing process, and yields; however, it shall not include trade secrets or other confidential information of Buyer.

### **6. Force Majeure.**

Any delay or failure of either party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such party's control, without such party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, 2 131804.0002/7524803.3 or acts of terrorism). Buyer's financial inability to perform, changes in cost or availability of materials, components or services,

market conditions, or supplier actions or contract disputes will not excuse performance by Buyer.

#### **7. Compliance with Applicable Law.**

Buyer shall be responsible for complying with, and adhering to, all applicable state and federal laws and regulations relating to the use of the Seeds, including those laws relating to the use of hemp products, the import/export of the Seeds, growing of the Seeds and any Hybrids, the disposition of all plant material produced therefrom, and any other of its activities under this Agreement. All expenses necessary and incurred in connection with complying with the applicable laws and regulations shall be the responsibility of Buyer.

#### **8. Assignment.**

Buyer shall not assign its rights under this Agreement without the written consent of Hemponix. In the event that the ownership of or control over planted Seeds transfers from Buyer to a third party for any reason, Buyer shall notify Hemponix at least thirty (30) days prior to such transfer of control and shall ensure that such third party agrees to be bound by the terms of this Agreement.

#### **9. Relationship of the Parties.**

The relationship between Hemponix and Buyer is that of an independent contractor. This Agreement is not intended to create and shall not be construed as creating between Hemponix and Buyer the relationship of principal agent, joint ventures, partners or any other similar relationship.

#### **10. Indemnification.**

Buyer shall indemnify, defend, and hold harmless Hemponix from and against any and all liabilities, damages, costs, claims or expenses (including reasonable attorneys fees) that may arise from the use, storage, or disposal of the Seeds or resulting plant matter or derivatives thereof.

#### **11. Disclaimer of Warranties.**

The Seeds subject to this Agreement are provided by Hemponix on an "AS IS" basis WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly and lawfully authorized officers or legal representatives effective as the day and year first above written.