



Custom Agricultural Intelligence Inc.



NW17-14-15W2, Sedley, SK, S0G 4K0, Canada



www.customagintel.com



+1 (855) 476 4276



info@customagintel.com

Carbon Credit Aggregator Agreement

Producer: _____ Phone: _____ Fax: _____

Cell: _____ GST #: _____ No GST

Address: _____ Email : _____

- 1) The undersigned (the "Producer") hereby irrevocably appoints Custom Agricultural Intelligence Incorporated ("CAI" or the "Aggregator") to act as agent and aggregator for the Producer to generate and market Credits (as defined in the Terms attached hereto) applicable to and arising on the Lands described in the attached Schedule B and for the years noted therein, all on the terms and conditions set out in Schedule A (the "Terms").
- 2) The Producer agrees that the Terms apply to and from part of this Agreement. Upon acceptance by CAI, a binding contract exists with CAI.
- 3) The Producer makes the representations and warranties to CAI set out in the Terms. The Producer acknowledges that markets for the Credits may vary from year to year and that access to certain markets may be limited as a result. The Producer will at all times comply with requirements and conditions applicable to any market on which the Credits are traded.
- 4) CAI shall calculate the possible Credits on the Lands on an annual basis and advise the Producer in writing from time to time.
- 5) CAI shall use reasonable commercial efforts to market the Producer's Credits.
- 6) In the event that the Producer wishes to include more land in this agreement, the Producer may apply to include such additional land in the contract with CAI. If accepted by CAI, the terms relating to the Credits on such additional land shall be such terms as are then appended to this CAI Carbon Credit Aggregator Agreement.
- 7) CAI shall be paid a commission of 40% of the Gross Selling Price (as defined in the terms attached hereto) (the "Commission"), to be paid with GST thereon along with such other expenses set out in the Terms. CAI shall pay the Net Sales Proceeds (as defined in the Terms attached hereto) to the Producer within 60 days of the sale of the Credits and receipt of payment in releasable form from the purchaser(s). The Credits may be pooled and sold at different times and on different terms. Partial payments may be made to the Producer if portions of the Credits are sold at different times.

Dated the ___ day of _____, 20__.

Producer (or authorized officer) signature(s)

c/s

Witness (if Producer is an individual)

Signature

Signature

Print Name

Print Name

CAI hereby agrees to act as Aggregator to market Credits for the Producer, subject to the terms and conditions specified in this Agreement.

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Custom Agricultural Intelligence Incorporated

Per: _____

Emmanuel Richard
CEO,
Custom Agricultural Intelligence Incorporated

Dated: _____



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**SCHEDULE A
CARBON CREDIT AGGREGATOR
AGREEMENT TERMS AND
CONDITIONS
(see attached)**



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1. Defined Terms:

In the Agreement between the Producer and the Aggregator, the following terms shall have the following meanings:

“**Aggregator**” means Custom Agricultural Intelligence Incorporated being the irrevocably appointed Aggregator of the Producer, to act as the Producer’s agent in respect of data collection, verification of emissions reductions and removals and entering into, on behalf of the Producer, purchase and sale agreements with buyers for the Credits;

“**Agreement**” means upon acceptance by the Aggregator, this Carbon Credit Aggregator Agreement by the Producer, including these Terms and all other schedules attached hereto.

“**Aggregate Pool**” means the aggregate of the Credits which have been transferred to the Aggregator from the Producer hereunder, together with Credits which have been transferred to the Aggregator by other producers who have entered into Credit Carbon Aggregator Agreements with the Aggregator, all of which may be pooled together and sold by the Aggregator as an aggregate package;

“**Credits**” means the carbon offset credits and associated GHG emission reductions generated from the Lands, as set out in Schedule B and for the years noted therein (as amended from time to time), and which are owned by the Producer or to which the Producer is legally entitled, as determined in accordance with applicable protocols and procedures adopted or applied by the Aggregator from time to time.

“**Details Sheet**” means the Details Sheet completed by the Producer as part of this Agreement specifying farming particulars in the form set out in Schedule C.

“**Gross Selling Price**” means the total purchase price paid to the Aggregator in respect of the sale(s) of all of the Credits, excluding GST and other taxes thereon and before any deductions for commissions or other

proceedings outstanding, pending or, to the Producer’s knowledge, threatened, to disallow, revoke, amend or limit any of the Credits.

- (d) The Credits have not been listed on any other greenhouse gas emission reduction registry or other registry.
- (e) The Credits have been properly generated, earned and accrued in accordance with the applicable protocols, and the Producer has done all things necessary to generate the Credits.
- (f) All data or information provided by Producer to the Aggregator or its authorized representatives is and shall be accurate.

3. Producer’s Covenants and appointment of Aggregator as Agent:

- (a) The Producer:

costs incurred by the Aggregator in respect of such sale or sales, and before commissions paid to third parties on the sale of the Credits (if any), including but not limited to legal fees, escrow fees, commissions or fees payable to any exchange on which the Credits may have been sold by the Aggregator.

“**Land(s)**” means those lands as described in Schedule B attached hereto which may be changed from time to time.

“**Net Sale Proceeds**” means the Gross Selling Price for the Credits, less all deductions therefrom as set out in paragraph 5 of these Terms.

“**Offset Assertions**” means data collected, reports generated and/or other documentation as required to quantify and generate the credits.

Representations and Warranties:

The Producer represents and warrants to the Aggregator that:

- (a) The Producer:
 - i. owns and/or controls the Lands on which the Credits are generated; or
 - ii. otherwise has legal right, title and ownership of the Credits, including without limitation as a result of a lease in respect of the Lands, and the Producer has provided evidence of the same in a manner satisfactory to the Aggregator and has provided the Aggregator with an indemnity in respect thereof, in a form satisfactory to the Aggregator.
- (b) The Producer has not disposed of or sold the Credits to any other party, nor entered into any other agency or other agreement by which the Producer is obligated to sell the Credits and has full and sufficient power and authority to enter into this Agreement and to perform all obligations under this Agreement.
- (c) The Credits are free and clear of all liens, claims or encumbrances of any nature and kind (and if requested by the Aggregator, the Producer shall provide any further documentation required to evidence the same), and there are no claims, actions or
 - i. Will comply with all project requirements to generate, record and verify (or enable the completion of the verification of) the Credits on the Lands.
 - ii. Will permit, at any time, the Aggregator, its representatives and government auditors full access to the Lands, premises, books and records, data and information relating to the Lands, the Producer’s farming operations and the Credits, and will provide, in a timely manner, all available relevant information reasonably requested by the Producer (including without limitation in respect of the Producer’s ownership or interest in the Lands) for the purposes of verifying the Credits and the Producer’s obligations under the Agreement.
 - iii. Will, upon request from CAI, honestly and properly provide all information related to farming practices and cropping activities on the Lands to enable CAI to prepare its protocols and models to determine Credits.



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- iv. Will review, in a timely manner, any reports submitted to the Producer by the Aggregator to ensure that the data therein that will be used by the Aggregator in preparation of an Offset Assertion is correct and accurate.
 - v. Will immediately notify the Aggregator in writing of any change in respect of the Lands where such change does or could reasonably be expected to affect the integrity, existence, creation of the Credits or the ability to verify, aggregate, market and dispose of the Credits. The Producer shall be liable for and shall pay the Aggregator the amounts, if any, that would be refundable to the Aggregator as a result of such change and any damages incurred by the Aggregator as a result of such change, subject to the terms hereof.
 - vi. Will immediately notify the Aggregator in writing of any change of ownership or disposition of the Producer's interest in all Lands. For clarity, where the Producers interest in all Lands is derived from the lease of the Lands the Producer will notify the Aggregator of any change in the ownership of the Lands or of the lease agreement.
 - vii. Will immediately notify the Aggregator in writing of any change in respect of the Land where such change does or could reasonably be expected to affect the integrity, existence or creation of the Credits or the ability to verify, aggregate, market and dispose of the Credits. The Producer shall be liable for and shall indemnify the Aggregator for all amounts, if any, that would be refundable to the Aggregator as a result of such change and any damages incurred by the Aggregator as a result of such change, subject to the terms hereof.
 - viii. Will not claim any of the Credits as part of its own carbon inventory, carbon footprint, or other carbon statement or declaration.
 - ix. Will not assign any Credits to any party (including related entities) other than CAI, and the Producer shall not permit any liens, claims, or encumbrances to be registered against the Credits by any party other than CAI.
- (b) The Producer shall comply with all rules, regulations, protocols and procedures as exist from time to time with respect to the Credits, the creation or generation or verification thereof.
 - (c) The Producer shall not appoint any other party to act as an aggregator of Credits for the Producer or the Lands for the term of this Agreement.
 - (d) **The Producer hereby irrevocably transfers legal and beneficial title to all Credits generated on the Lands and the Aggregator shall be entitled and subject to all rights and obligations associated therewith and shall have sole unfettered ownership of such Credits for its own account and not in trust for the Producer. The Producer agrees that the Aggregator may, in its sole and unfettered discretion register such notices or interests in the Personal Property Registry or Land Titles Registry to better secure the Aggregator's rights, title, and interest in the Credits.**
 - (e) The Aggregator shall have full right, power and authority

to sell and convey title to such Credits to a purchaser or purchasers thereof. Any disposition, transfer or assignment of the Credits by the Aggregator shall be fully binding upon the Producer, and shall be a complete transfer of all legal and beneficial rights associated with the mitigation of greenhouse gases that relate to the quantity and time periods associated with the Credits. For greater certainty, the Aggregator shall have the right to aggregate or pool the Credits from the Lands with other projects and Credits that are similar and to market and sell the Credits as part of the Aggregated Pool.

- (f) The Producer irrevocably appoints the Aggregator as its agent for the purpose of: (i) transferring the Credits from the Producer to the Aggregator in accordance with Section 3(d); (ii) collecting data for the purpose of verifying and generating the Credits; (iii) carrying out all other services as Aggregator in accordance with the terms hereof; and (iii) executing such documents, and doing such things, as are necessary, in the sole opinion of the Aggregator for the provision of its services hereunder. This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged. Such power of attorney and other rights and privileges granted under this Section 3(f) will survive any dissolution or bankruptcy of the Producer and extends to the administrators, other legal representatives and successors, transferees and assigns of the Producer. Any person dealing with the Aggregator may conclusively presume and rely upon the fact that any document, instrument or agreement signed by an attorney acting under this Section 3(f) or any action taken by an attorney acting under this Section 3(f), is authorized and binding on the Producer, without further inquiry. The Producer agrees to be bound by any representations or actions properly made or taken by such attorney and waives any defences that may be available to contest, negate or disaffirm any action of such attorney taken under this power of attorney.
- (g) Subject to the Aggregator at all times acting in good faith, terms of sale of the Credits held within the Aggregate Pool to a buyer, including the sale price, shall be in the sole and unfettered discretion of the Aggregator.

4. CAI's Covenants and Payment of Net Sale Proceeds:

The Aggregator:

- (a) Shall use reasonable commercial efforts to develop markets for the Credits and to market the Credits as Aggregator for and for the benefit of the Producer at reasonable market prices.
- (b) In the event of new protocols or enhanced protocols that affect the Producer, the Aggregator shall where permitted give the Producer the benefit of those amendments/protocols, including the generation of more Credits for the Producer from the Lands.
- (c) Shall pay to the Producer an amount equal to the Net Sales Proceeds, to be paid within 60 days of the sale of the Credits and actual receipt of payment in a releasable form by the Producer from the purchaser of such Credits. The Credits may be pooled and sold at different times and



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on different terms. Partial payments may be made to the Producer if portions of the Credits are sold at different times.

5. Deductions from Gross Selling Price:

There shall be deducted from the Gross Selling Price for the Credits:

- (a) the Commission payable to the Aggregator hereunder (plus GST thereon);
- (b) the Producer's pro rata share of the average cost of verification for the Credits on a pooled or aggregated basis (including costs of serialization of the Credits);
- (c) in the event of any unusual or extraordinary verification required in respect of the Producer due to any factors that are related to the actions of the Producer, the costs of such additional verification requirements (which additional verification costs may be attributed solely to the Producer);
- (d) any costs incurred by the Aggregator in selling the Credits, on a pro-rated basis, including but not limited to legal fees, registry fees, escrow Aggregator fees, or fees charged by an exchange or similar selling platform (if incurred);
- (e) the amount, if any, of any losses or damages the Producer may incur as a result of any claim of loss by a purchaser of the Credits that such Credits do not, or no longer, constitute valid Credits, including without limitation as a result of: (i) an audit by the responsible ministry of the Government of Saskatchewan; or (ii) an adjustment by any third party assurance provider; and
- (f) any other amount owing to the Aggregator by the Producer, including but not limited to land title costs or, the amount of any claim by the Aggregator against the Producer for any claims or matters relating to other or prior emissions credits of the Producer that the Aggregator has marketed as Aggregator for the Producer.

6. Default:

- (a) The Producer shall be in default hereunder:
 - i. if the Producer fails to perform any of the covenants, agreements, undertakings or obligations made by the Producer hereunder;
 - ii. if any of the representations or warranties of the Producer hereunder are not true, are inaccurate or incorrect; or
 - iii. If the Producer fails to pay or refund to the Aggregator any amounts payable to the Aggregator by the Producer however arising.

7. Remedies:

Upon default by the Producer, the Aggregator:

- (a) may terminate this Agreement or refuse to market Credits as Aggregator for the Producer, and the Aggregator may elect to retain legal title to any Credits from the Producer that have not been sold or disposed of, choosing to market them in such way or ways as the

Aggregator may in its discretion choose, withholding payment to the Producer for any Credits until all damages or other amounts payable by the Producer have been determined, and paid or deducted from amounts payable to the Producer;

- (b) may continue with the Agreement, but may withhold all further payments to the Producer until all damages or other amounts payable by the Producer have been determined and paid or so deducted;
- (c) may set off amounts payable to the Producer against amounts payable by the Producer, and the Aggregator may estimate the amounts that may be payable, and withhold such amounts pending determination of the amounts payable to the Aggregator; or
- (d) may pursue any other legal remedies available to it.

8. Term & Renewals:

- (a) The effective date of this Agreement shall be that date first above written
- (b) The term of this Agreement shall begin on the effective date and continue for ten (10) years or until terminated in accordance with this section 8. The term may be renewed by mutual agreement of the parties.
- (c) The Aggregator may terminate this Agreement by giving written notice of its intention to terminate to the Producer prior to October 31st of the calendar year.
- (d) Should the Aggregator terminate this Agreement, all Credits generated during that calendar year referred to in (c) above remain in the Aggregate Pool until they are sold by the Aggregator or full commission paid to the Aggregator.

9. Indemnity of Producer:

- (a) The Producer indemnifies the Aggregator for all losses, costs, charges, fees, and legal fees, on a solicitor and his own client basis suffered by the Aggregator as a result of a false or misleading statement in the Offset Assertions.
- (b) The Producer agrees to indemnify and hold harmless the Aggregator for all losses, costs, charges, fees, and legal fees, on a solicitor and his own client basis suffered by the Aggregator as a result of a breach of this Agreement by the Producer, except any losses, costs, charges, fees, and legal fees which are indirect or consequential in nature, such as but not limited to economic loss, loss of profits, penalties and similar losses.
- (c) The Aggregator agrees to indemnify and hold harmless the Producer for all losses, costs, charges, fees, and legal fees, on a solicitor-client basis suffered by the Producer as a result of a breach of this Agreement by Aggregator, except any losses, costs, charges, fees, and legal fees which are indirect or consequential in nature, such as but not limited to economic loss, loss of profits, penalties and similar losses.

10. Miscellaneous Provisions:

- (a) Time shall be of the essence of this Agreement.



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- (b) This Agreement may be executed in several counterparts, and such counterparts together shall constitute one and the same instrument, and this Agreement may be transmitted by facsimile or such similar device and the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals.
- (c) The Aggregator has the right to assign this Agreement. The Producer may not assign this Agreement.
- (d) This Agreement shall be governed by the laws of the Province of Saskatchewan.
- (e) This Agreement constitutes the entire agreement between the parties hereto with respect to the aggregation of the Producer's Credits by the Aggregator, and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the Credits.
- (f) Any amendments to this Agreement shall be in writing.
- (g) If the Producer is unable in any year covered by the Agreement to generate and earn the Credits due to an act of God (such as a fire or another weather related event) where the Lands have to be worked and as a result, the Credits are not generated, the Aggregator will release the Producer for any Credits that cannot be generated during that year and any year where Credits cannot as a result be generated.
- (h) The parties shall provide such further and other agreements, deeds, instruments and documents as may be required to give full force and effect to the terms of this Agreement and the transactions to be undertaken hereunder.



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SCHEDULE B LANDS

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SCHEDULE C DETAILS SHEET



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Name						
Collection date						
Year						
Sources, Sinks, and Reservoirs	parameters					
Soil organic carbon	Stratum X	Soil organic carbon in stratum X	Area of stratum X			
	Stratum 1					
	Stratum 2					
	Stratum 3					
	Stratum 4					
	Stratum 5					
	Stratum 6					
	Stratum 7					
	Stratum 8					
	Stratum 9					
	Stratum 10					
Fossil fuel consumption	Sample unit: Area of sample unit (acre)	Type of fossil fuel (gasoline, diesel, propane)	Consumption of fossil fuel (L)			
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
CH4 emissions from livestock enteric fermentation	Sample unit: Area of sample unit (acre)	Type of livestock	Average grazing days (days)	Population of grazing livestock (head)		
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
CH4 emissions from manure deposition	Sample unit: Area of sample unit (acre)	Type of livestock	Average weight of livestock (kg/head)	Average grazing days (days)	Population of grazing livestock (head)	
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
CH4 emissions from biomass burning	Sample unit: Area of sample unit (acre)	Type of agricultural residue	Mass of agricultural residues burned (kg)			
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
N2O emissions from nitrogen fertilizers and nitrogen-fixing species	Sample unit: Area of sample unit (acre)	Synthetic N fertilizer type	Mass of N containing synthetic fertilizer applied (tons)	N content of synthetic fertilizer applied (t N/t fertilizer)	Organic N fertilizer type	Mass of N containing organic fertilizer (tonne) x content of organic fertilizer applied (t N/t fertilizer) x Type of N fixing species Annual dry matter of N fixing species returned to soils (ton)
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
N2O emission from manure deposition	Sample unit: Area of sample unit (acre)	Type of livestock	Population of livestock (head)	Average annual N excretion per head of livestock (kg N/head/yr) x Fraction of total annual N excretion for each livestock type (%)		
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
N2O emissions from biomass burning	Sample unit: Area of sample unit (acre)	Type of agricultural residue	Mass of agricultural residues burned (kg)			
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					