

Terms and Conditions

1. INTRODUCTION

Welcome to FutureFarm (collectively referred to as “FutureFarm”, “we”, “us” or “our” in this Terms and Conditions) and thank you for working with us. This page tells you the Terms and Conditions (“Terms”) which apply to the services which we supply to you, by your use of our website www.futurefarm.ag or our FutureFarm mobile app (the “Platform”). The Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. By ticking the acceptance box or otherwise accessing or using the Platform you agree that you have read and understood these Terms and that you agree to be bound by them. You also acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Terms.

2. EXCLUSIONS

This Platform is shared by Agricultural Buying Groups (the “Buying Group”), who use it to market agricultural input products, such as fuel, fertilizer and crop protection to their member users (the “Buying Group User”). Products sold by Buying Groups are available to Buying Group Users only and subject to specific Terms and Conditions of the Buying Group selling the Product. Therefore the following sections of these Terms do not apply to such Transactions.

Section 5 HOW FUTUREFARM WORKS

Section 6 PAYMENT

Section 7 HIDDEN DEFECTS AND MEDIATION

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3. PRIVACY

Please review our Privacy Policy at www.futurefarm.ag/Privacy or on the mobile app to understand our practices.

4. ABOUT US

4.1 COMPANY DETAILS

FutureFarm Limited (Company Number 11356973) (FutureFarm, we and us) is a company registered in England and Wales. Our registered office is at Centrum, Norwich Research Park, Norwich, England, NR4 7UG.

4.2 CONTACT US

Questions regarding our Terms and Conditions or other policy related material can be directed to us by email at: info@futurefarm.ag

5. HOW FUTUREFARM WORKS

5.1. WHAT WE DO

FutureFarm is an online marketplace which facilitates buying and selling (the “Transaction”) of agriculture-related goods and services (the “Product”). The marketplace is designed for food producers (“Seller”, “you” or “User”) and food buyers (“Buyer”, “you” or “User”). Do

not use the app if you are neither. Our Platform also helps agricultural buying groups market agricultural inputs to their farming clients.

5.2 HOW SELLERS USE FUTUREFARM

Sellers list their Product on the Platform by using the templates and processes provided on the Platform. Based on this information the FutureFarm Platform:

Allows Sellers to place Product on sale, set or determine a price and invite Buyers' listed on the Platform to initiate trade with;

Allows Sellers to register the precise conditions of sale that constitute a Transaction, including, but not limited to, whether Product is to be sold at auction or at a fixed price;

Allows Sellers to manage Product they put on sale, including, but not limited to, answering questions from potential Buyers; changing the quantity and price of Product sale, and withdrawing Product from sale;

Allows Sellers to invite new Buyers to the Platform. Buyers receive an invitation by FutureFarm to join the Platform and will be required to register as a Buyer before receiving any Product and pricing information from Sellers;

Allows Sellers to review Transactions and rate their own Transactions (the "Rating") so that users of the Platform may gain useful information about the behavior of Buyers and Sellers.

5.3. SELLERS OBLIGATIONS

It is the Sellers obligation to ensure that:

5.3.1. Product descriptions are accurate, complete and up to date, so that Buyers may form an informed view of the Product prior to bidding on product or buying Product put on sale by the Seller;

5.3.2. The Product is sold and delivered to the Buyer in compliance with these Terms and the specific terms of the Transaction as stated on the Platform, including any special conditions specified by the Buyer and agreed by the Seller during the period when the Product is on sale;

5.3.3. FutureFarm is notified on the Platform when the Product has been picked up for delivery to the Buyer. Failure to notify FutureFarm may result in delayed payment to the Seller;

5.3.4. Seller information and Product description on the Platform is legal, accurate, complete and up to date at all times;

5.3.5. Product is only released for pickup and shipment upon receipt of a Delivery Authorisation by FutureFarm. FutureFarm is not responsible for Product released by the Seller without such notification (see "PAYMENT" and "HIDDEN DEFECT AND MEDIATION")

5.3.6. The Seller maintains, at all times, all necessary licenses, accreditations, permissions and consents which may be required to sell Product, use the Platform and complete any Transaction.

5.4. HOW BUYERS USE FUTUREFARM

Buyers state their Product preferences on the Platform. Based on this information the FutureFarm Platform:

Lets the Buyer view Product from registered Sellers, which the Buyer can register their interest in, bid on or buy;

Allows the Buyer to contact Sellers to request Product, if no matching Product is available at the time;

Allow the Buyer to contact the Seller to ask questions about a Product or request special conditions, which the Seller may accept or reject at their sole discretion.

5.5. BUYERS OBLIGATIONS

It is the Buyer's obligation to ensure that:

5.5.1. The Buyer complies with the terms of the Transaction as stated on the Platform, including any special conditions specified and agreed with the Seller prior to a Transaction being concluded, at all times;

5.5.2. The timing, term and location of Product delivery are suitable to the Buyer and the Seller prior to the Transaction being concluded;

5.5.3. The Buyer can fulfil all of the conditions stated in the Payment section of these Terms prior to bidding on or buying Product;

5.5.4. All Buyer information on the Platform is legal, accurate, complete and up to date at all times;

5.5.5. FutureFarm is notified on the Platform when Product has been delivered to the specified delivery location on the same day that deliver occurs. FutureFarm reserves the right to assume Product delivery has been successful if no such notification is received from the Buyer within a reasonable timeframe, in order to facilitate the Payment process.

5.4.6. The Buyer maintains, at all times, all necessary licenses, accreditations, permissions and consents which may be required to use our Platform and complete any Transaction.

6. PAYMENT

6.1 Immediately after a Transaction has ended, the Platform will issue the Buyer with invoice and payment information (the "Payment Notice"). Payments must be received into an escrow account nominated and notified by FutureFarm (the "Escrow") to the Buyer, within 24 hours of the Payment Notice or as stipulated by the Payment Notice (the "Payment Notice Window").

6.2 Upon receipt of the Buyer's payment into Escrow, within the Payment Notice Window, FutureFarm will notify the Seller to authorise the Product for delivery (the "Delivery Authorisation") in accordance with the terms of the Transaction.

6.3 Buyer payments are held in Escrow until either the Buyer or the logistics service has notified FutureFarm that the Product has been delivered (the "Delivery Notification"). Funds are sent from Escrow to the Seller's nominated bank account within 48 hours of the Delivery Notification being received (the "Claims Registration Period"), unless the Buyer claims the Product has a defect (the "Hidden Defect").

6.4 If payment from the Buyer is not received in Escrow within the Payment Notice Window, FutureFarm will not issue the Delivery Authorisation and the Product will remain with the Seller. Upon expiry of the Payment Notice Window, Seller has the right to declare the Transaction void and may re-list the Product for sale.

6.5 Sellers may reject payments received into Escrow after the expiry of the Payment Notice Window (the "Late Payment"), at their sole discretion. Late Payments that are rejected will be returned to the Buyer from Escrow by FutureFarm within 48 hours of the Seller having registered their rejection on the Platform. Returning Late Payments to Sellers may be subject to an administrative fee. If the Seller accepts the Late Payment, the Platform will issue the Delivery Authorisation to begin the Product delivery process.

6.6 FutureFarm will not withhold payments in Escrow due to a Buyer or Seller, unless we have legitimate reason to believe that the Buyer or Seller involved in the Transaction is in breach of these Terms, and that facilitating payment may place FutureFarm in breach of these Terms or in breach of any other regulation or law that may apply to the operation of the Platform and the Transactions it facilitates. FutureFarm will use reasonable endeavours to engage with affected parties, in order to be able to release funds from Escrow.

6.7 Failure to comply with the Payment terms may result in the non-compliant party being removed from the Platform (the "Removal"), without notice, and at the sole discretion of FutureFarm.

7. HIDDEN DEFECTS AND MEDIATION

7.1 Sellers are paid in full from Escrow in accordance with the Payment terms unless the Buyer discovers a Hidden Defect during the Claims Registration Period and registers a valid Hidden Defect claim (the "Claim") on the Platform. A valid Claim must be based on a thorough inspection of the Product by the Buyer and must be received during the Claims Registration Period.

7.2 The Buyer must provide photographic evidence of the Hidden Defect, and any other relevant documentation, as appropriate. All Claims evidence must be uploaded to the Platform using only the templates and processes supplied by the Platform in order to be considered and for these Terms to apply.

7.3 Claims registered after the Claims Registration Period will be disregarded and mediation will not be possible.

7.4. The Buyer must state the size of the Claim as a percentage of the overall Transaction value. For example, if five percent of the total quantity delivered is damaged, then the Hidden Defect claim entered by the Buyer may be stated by the Buyer as five percent and no more.

7.5 FutureFarm will evaluate the Claim based on the evidence provided by the Buyer and block the percentage of the payment to the Seller equivalent to the size of the Claim. During

this evaluation (the “Evaluation Period”) funds not subject to a Claim are passed to the Seller as per the Payment Terms.

7.6 If, in FutureFarm’s sole discretion and during the Evaluation Period, the Claim submitted by the Buyer is found to have merit, we will request the Seller to respond to the Claim on the Platform. If the Seller accepts the Claim, the Buyer will be refunded from the funds held in Escrow within 48 hours of the Seller registering acceptance. If the Seller rejects the Claim, the Seller must make a counteroffer (the “Counteroffer”) to the Buyer via the Platform.

7.7 If either party does not respond to a Claim or Counteroffer within 48 hours, the Claim is automatically settled in favour of the party waiting for a response to a Claim or Counteroffer (the “Forced Settlement”).

7.8 Within our sole discretion, FutureFarm may impose Forced Settlement if Buyers and Sellers cannot find agreement within a reasonable timeframe.

7.9 These Terms do not in any way cover the mediation, attribution and remedial of any additional costs or losses that may arise from a Claim. Any additional costs incurred by Buyers and/or Sellers or a third party that may arise from the return or disposal of Product subject to Claim are the sole responsibility of the Buyer and/or Seller. FutureFarm reasonably expects Buyers and Sellers to make their own direct mediation arrangement should a dispute arise over additional costs and/or losses, whatever they may be, including, but not limited to, the cost of returning Product subject to Claim. Please see the Limitations of Liability section for further important information.

7.10 FutureFarm may, at its sole discretion, remove from the Platform without notice any Buyer or Seller we consider to have acted unreasonably, negligently or untruthfully in raising a Claim or responding to a Claim.

8. FUTUREFARM FEES

FutureFarm charges Sellers a commission on Transactions (the “Commission”). Commission is automatically deducted from the payment collected from Buyers, net of VAT. FutureFarm Commissions are subject to VAT as applicable, based on location of the Seller. A FutureFarm Commission invoice will be provided to Sellers on the Platform. We may offer additional services in future, fees for which will be communicated on the Platform.

9. TRANSACTION REFUSAL

FutureFarm may refuse to process a Transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending any ongoing Transaction.

10. DELIVERY

Buyers and Sellers are responsible for the safe and timely shipping of Product to the Buyer and for insurance against risks normally borne by senders. FutureFarm may from time to time recommend third party logistics companies to support shipping and fulfilment. However, any such recommendations are advisory only and the Buyer and Seller are responsible for agreeing any necessary terms with logistics companies directly.

Buyers are responsible for making arrangements at their stated delivery address to receive Product from Sellers. Sellers are responsible for making suitable arrangements for the logistics company to load the Product onto vehicles on the day shipping is due to commence.

11. REVIEWS, RATINGS, COMMENTS, EMAILS, AND OTHER MEMBER CONTENT

Users may post reviews, comments, and other content so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of nuisance message known as "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content.

If you do post content or submit material, and unless we indicate otherwise, you grant FutureFarm and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant FutureFarm and its associates and sublicensees the right to use the name that you submit in connection with such content.

FutureFarm reserves the right, but is not obliged, to mediate, remove or edit such content but does not regularly review posted content. FutureFarm takes no responsibility and assumes no liability for any content posted by you or any third party.

Your attention is particularly drawn to the provisions of clause 19 (Disclaimer of Warranties and Limitation of liability)

12. YOUR MEMBERSHIP ACCOUNT

If you use the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and mobile phone, and you agree to accept responsibility for all activities that occur under your account or password.

Our Platform may only be accessed by individuals who are 18 years and above. By creating a profile through our Platform, you warrant that you are at least 18 years old and can form legally binding contracts under applicable law. FutureFarm and its associates reserve the right to refuse service, remove or disable accounts, remove or edit content, restrict access, or cancel Transactions at their sole discretion.

We reserve the right to withdraw or amend access to the Platform at any time. We shall not be liable to you for any losses, damages, costs or expenses arising from or in connection with any suspension or unavailability of the Platform at any time or for any period.

You may cancel your membership account at any time by contacting FutureFarm who will ensure that all outstanding Transaction and payment obligations are fulfilled before removing your account from the Platform. We welcome discussing the reinstatement of

your account should you wish to rejoin FutureFarm. Please see our [Privacy Notice](#) to review what we do with your Personal Information.

13. ELECTRONIC COMMUNICATIONS

When you visit the Platform or send an e-mail to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail, SMS, mobile app notifications or by posting notices on this Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

14. COPYRIGHT

All content included on this Platform, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of FutureFarm or its content suppliers and protected by international copyright laws. The compilation of all content on this Platform is the exclusive property of FutureFarm, with copyright authorship for this collection by FutureFarm, and protected by international copyright laws.

15. TRADEMARKS

FutureFarm trademarks and trade dress may not be used in connection with any product or service that is not FutureFarm, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits FutureFarm. All other trademarks not owned by FutureFarm or its subsidiaries that appear on this Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by FutureFarm or its subsidiaries.

16. INTELLECTUAL PROPERTY RIGHTS AND YOUR USAGE RIGHTS

FutureFarm is the owner or the licensee of all intellectual property rights in our Platform, and in the material published on it. We own, or are the licensee to, all rights, titles and interests in the Platform, including all rights under patent, copyright, trade secret or trademark law, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof.

FutureFarm is the owner of all aggregated and anonymised data we may derive in part or in full from any content in the Platform and has the right to use this data for resale or other commercial uses. Please see our Privacy Policy for further information about the data we collect and how we use it.

17. YOUR ACCESS TO FUTUREFARM

FutureFarm grants you a limited license to access and make personal use of the Platform and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of FutureFarm. This license does not include any resale or commercial use of this Platform or its contents: any collection and use of any Product listings, descriptions, or prices: any derivative use of this Platform or its contents: any downloading or copying of account information for the benefit of another merchant: or any use of data mining, robots, or similar data gathering and extraction tools. This Platform or

any portion of this Platform may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of FutureFarm.

18. LINKING TO AND FROM OUR PLATFORM

You may link to our home page with our consent and provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you. Our Platform must not be framed on any other Platform, nor may you create a link to any part of our Platform other than the home page. We reserve the right to withdraw linking permission without notice.

Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

19. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Transactions are agreed exclusively between Sellers and Buyers. We are not a party to any Transaction, nor are we involved in negotiating any Transaction, and we do not fulfil any obligations derived from the contractual trading relationship between Buyers and Sellers. We disclaim all liability arising from or related to any Transaction agreement to the fullest extent permitted by law. We do not give any undertaking regarding the quality of Products ordered from a Seller.

This Platform is provided by FutureFarm on an “as is” and “as available” basis. We make no representations or warranties of any kind, express or implied, as to the operation of this Platform or the information, content, materials or products included on this Platform. To the fullest extent permissible by applicable laws, we disclaim all warranties, express or implied from your use of this Platform. We do not warrant that this Platform, its servers, or e-mail and SMS sent from us are free of viruses or other harmful components. We will not be liable for any damages of any kind from using this Platform.

We do not warrant or represent that any Buyers or Sellers information and/or Product listings are accurate.

Your attention is particularly drawn to the provisions of clause 20 (Future Restrictions).

20. FUTURE RESTRICTIONS

During the term of your Membership Account and by use of the Platform to access our database of Buyers and Sellers, the user, being a Seller or Buyer agrees that they shall not complete any future Transactions or make/receive resulting payments outside of the Platform with any Seller or Buyer with whom any contact has been initiated within the Platform.

21. APPLICABLE LAW

By visiting the Platform, you agree that the laws of England and Wales, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and us or our associates.

22. PLATFORM POLICIES, MODIFICATION, AND SEVERABILITY

We reserve the right to make changes to our Platform, policies, and these Terms at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. These Terms were last updated on 01/03/2020