

TERMS AND CONDITIONS

The following Terms and Conditions, the Cancellation & Refund Policy and the Travel & Accommodation Policy, collectively constitute a binding legal agreement (the “**Agreement**”) for registered users of the Canadian Total Excellence in Agricultural Management Program (the “**CTEAM Program**”) provided by Agri-Food Management Excellence Inc. (“**AME**”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY SIGNING THE CTEAM PROGRAM APPLICATION IF USING THE REGISTRATION FORM OR CLICKING THE “I AGREE” BUTTON IF REGISTERING ONLINE, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND, AND TO BIND YOURSELF, AND ALL INDIVIDUALS AND ENTITIES YOU REPRESENT OR ACT FOR TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Acceptance of Conditions

By subscribing and using the CTEAM Program, you represent and warrant that: (i) you have read, understand and agree to be bound by the Cancellation & Refund Policy and the Travel & Accommodation Policy, and all applicable laws and agreements governing their use; (ii) you accept and agree to comply with the Terms and Conditions set out herein, without limitation or qualification; and (iii) you are duly authorized to participate in the CTEAM Program. AME may at any time revise these Terms and Conditions without notice.

2. Acceptable Use

You agree to: (a) use the CTEAM Program, as an authorized user, only for the purposes set forth in the Agreement; (b) take all necessary precautions to ensure that all user content or other information, data or material provided by you does not contain any items, links, descriptions or information prohibited in the Agreement; and (c) comply with any and all applicable rules governing transactions on and through the CTEAM Program.

3. Prohibited Activities

You agree not to: (a) engage in any activities or practices that disrupt, circumvent or otherwise interfere with the operation of the CTEAM Program or AME’s right to or interest in any fees; (b) violate the privacy rights of other users; (c) allow or permit access to or use of the CTEAM Program or any component thereof by any third parties (who are not authorized users), or for any unlawful purpose; and (d) engage in any conduct that violates the Agreement or that, in AME’s sole and absolute discretion, restricts, inhibits or impacts any other user from using or enjoying the CTEAM Program.

4. Information Accuracy

Although the CTEAM Program is deemed reliable, the analysis of data is based on underlying assumptions and AME cannot guarantee the data or information provided to be current, accurate or complete. The data or information is subject to modification and updating from time to time without notice.

5. Content

The information provided in the CTEAM Program is not intended to provide professional advice including, without limitation, financial, legal, accounting or tax advice, and should not be relied upon in this regard.

6. No Warranties

AME, its subsidiaries, affiliated companies, licensors, officers, directors, employees, instructors or agents (collectively "**AME Parties**") provide the CTEAM Program on an "as is, where is" basis and do not make any express or implied warranties, representations, endorsements or conditions with respect to the CTEAM Program or any information or data, including without limitation, warranties as to operation, usefulness, completeness, accuracy, currentness, reliability and fitness for a particular purpose. Further, AME Parties do not represent or warrant that the CTEAM Program will be available and meet your requirements, that access will be uninterrupted or that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and backup of data and/or equipment used in order to access or use the materials provided with the CTEAM Program and to take reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

7. No Liability

AME Parties, or any persons associated with the creation of the CTEAM Program, are not responsible in any manner whatsoever for any harm, loss or damage that may arise in connection with or through the use of the CTEAM Program or methodology in relation to your personal circumstances, including, without limitation, any direct, indirect, special, third party, consequential, economic, exemplary or punitive damages, howsoever caused arising out of or in connection with your use of or inability to use the CTEAM Program or information, or any action or decision made by you in reliance on the CTEAM Program or information, or any unauthorized use or reproduction of the CTEAM Program or information, even if AME has been advised of the possibility of these damages.

8. Standard Fees

The fees for the CTEAM Program are specified in the application as follows: \$8,500.00, plus applicable tax, for the first participant and \$8,075.00, plus applicable tax, for the second participant (the "**Standard Fees**"). Unless otherwise specified, the Standard Fees constitute payment for the CTEAM Program and only the services set out in the CTEAM Program application. Any additional services requested by you and provided by AME Parties may be subject to additional fees.

9. Permitted Use

The CTEAM Program is to be used solely by purchasers who have executed the Agreement and paid the Standard Fees for the CTEAM Program (the "**Participants**"). The Participants shall not disclose any content, information, data or other materials to third parties and shall not provide consultation services or permit access to or use of the CTEAM Program or any component thereof to any third parties.

10. Trademarks and Copyrights

Certain names, words, titles, phrases, logos, icons, graphics or designs or other content in the CTEAM Program are trade names or trade-marks owned by AME or its subsidiaries, or trade names or trade-marks licensed to them. Any unauthorized downloading, re-transmission, or other copying or modification of AME's trade-marks, patents, copyrights and/or the contents of

the CTEAM Program may be a violation of any federal or other law that may apply to trademarks, patents and/or copyrights and could subject the copier to legal action.

11. No Conflicting Terms

If there is any conflict between this Agreement and any help text, manuals, or other documents, this Agreement shall govern, whether such other documents are prior to or subsequent to this Agreement, or are signed or acknowledged by AME Parties.

12. Termination of Access

AME shall have the right to terminate, limit or suspend your access to all or any part of the CTEAM Program at any time, with or without notice, for any reason, including without limitation, for any conduct that AME believes is in violation of these Terms and Conditions or any applicable laws or is harmful to the interests of another user, any third party or the CTEAM Program.

13. Jurisdiction

AME administers the CTEAM Program in Canada and this Agreement will be governed by and construed in accordance with the Laws of the Province of Alberta **[ntd: Alberta?]** and the Laws of Canada applicable therein, without giving effect to any principles of conflicts of laws. All disputes, controversies or claims arising out of or in connection with the CTEAM Program shall be submitted to and be subject to the jurisdiction of the courts of the Province of Alberta **[ntd: Alberta?]**. You submit and attorn to the exclusive jurisdiction of the courts of the Province of Alberta **[ntd: Alberta?]** to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with the CTEAM Program.

14. Entire Agreement

This Agreement is complete and shall become effective and enforceable at the time you agree to it. This Agreement constitutes the entire agreement between the parties, and no other agreement, written or oral, exists between you and AME.

TERMS OF ACCESS

The following “Terms of Access” constitute an agreement for authorized users and visitors who access or use the web-based/downloaded software application provided by Agri-Food Management Excellence Inc. (“**AME**”), accessible on the Internet and located at www.agrifoodtraining.com (the “**Software**”). Provision of the Software is made by AME solely for demonstration purposes in order to allow interested parties to assess whether they wish to obtain instruction, consulting, educational or other services from AME, and is not intended to be used for making, supporting, guiding business or management decisions on the part of any parties.

PLEASE READ THESE TERMS OF ACCESS CAREFULLY. BY CLICKING THE “I AGREE” OR DOWNLOAD BUTTON, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND, AND TO BIND YOURSELF, AND ALL INDIVIDUALS AND ENTITIES YOU REPRESENT OR ACT FOR TO THE TERMS OF ACCESS OF THIS AGREEMENT.

Copyright Retained

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Acceptable Use

You agree to use the Software, as an authorized user, only for the purposes set forth in these Terms of Access. All permitted uses must include our copyright/license notice.

No Liability

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In the event that AME Parties are liable for any harm, loss or damage that may arise in connection with or through the use of the Software including, without limitation, any direct, indirect, special, third party, consequential, economic, exemplary or punitive damages, this liability will be limited to the greater of one dollar or the purchase price for the Software, being “nil”.

Prohibited Use

You agree not to allow or permit access to or use of the Software or any component thereof by any third parties who are not authorized users.

In the event any copy, modification or merged portion of the materials are used by yourselves for another purpose, or are provided to another party without our prior consent, or if the materials are used in respect of any services or products for which AME is not the supplier: (i) any license or right to use or possess the materials for any purpose is automatically terminated and such materials are to be returned forthwith; and (ii) we shall be entitled to indemnification in respect of all damages or loss of revenues suffered due to such improper usage.

Indemnification

You agree that you shall indemnify and hold harmless AME Parties from and against any claims, demands, actions, judgments, damages, losses, liabilities, costs or expenses which may be brought or made against AME Parties or which AME Parties may suffer or incur as a result of, arising out of or relating to any violation, contravention or breach of these Terms of Access.