RETAILER GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS (the "**General Terms**") apply to any Retailer Agreement[1] entered into between Sound Agriculture Company ("**Sound**") and Retailer (collectively, the Retailer Agreement together with its Exhibits and these General Terms being the "**Agreement**").

The parties hereby agree as follows:

1. Interpretation. Any capitalized terms not defined herein shall have the meaning given in the Retailer Agreement. Any references to Exhibits in the General Terms are to the Exhibits included in the Retailer Agreement.

2. Updates to the General Terms.

2.1. Amendments. Sound reserves the right to amend the General Terms at any time, in which case Sound will notify Retailer of such changes. Such changes will be deemed accepted by Retailer if Retailer either (a) tells Sound that it agrees to the changes, or (b) submits a purchase order for Products after having been notified of the changes.

3. Relationship.

3.1. Limited Exclusivity. Sound has adopted a policy that aims to engage only one Retailer per territory and will operate in good faith to observe such policy. Notwithstanding the foregoing, given the nature of agriculture retail sales, from time to time oneRetailer may execute a sale in another Retailer's territory. Retailer acknowledges that Sound reserves the right to sell Products directly to Customers in the Territory.

3.2. Product Offerings by Sound. Sound may, upon written notice to Retailer, discontinue the supply of any or all Products or make whatever changes to those Products it deems necessary, desirable or appropriate.

3.3. Independent Contractor Status. Retailer is an independent business for the purpose of soliciting orders of the Products. Except as set forth expressly herein, Retailer shall be responsible for all of its own expenses and employees. Retailer shall incur no expense chargeable to Sound, except as may be specifically authorized in advance in writing in each case by Sound, nor shall Retailer have any right or power to act for or bind Sound in any respect or to pledge its credit. Retailer shall comply with all governmental laws, regulations, and orders that may be applicable to Retailer and that govern or affect the solicitation of orders of the Products in the Territory. Retailer shall not engage in any course of conduct that, in Sound's reasonable belief, would cause Sound to be in violation of the laws of any jurisdiction.

4. Obligations of Retailer.

4.1. Sales and Promotion. Retailer shall (a) market, promote and sell Products to the Customers in the Territory, (b) include all warnings and instructions necessary for the proper use of the Products in connection with such solicitation, (c) inform each Customer of (i) Sound's then-current warranty applicable to the Products and (ii) any other information requested by Sound in writing (email is sufficient) from time to time, and (d) not make any warranty, express or implied, relating to the Products other than Sound's then-current warranty.

4.2. Collections. Full responsibility for all collections from Customers who purchase Products from Retailer and all associated bad debts shall rest with the Retailer.

4.3. Terms of Sale. Retailer must sell Products at any price at or above Sound's then current suggested Grower Price.

5. Conduct of Business. Retailer shall conduct its business in a manner that reflects favorably at all times on the

[1] Prior versions of the Agreement were referred to as 'Ambassador Agreements.' 'Ambassadors' are now referred to as 'Retailers' and these terms shall have the same meaning.

Products and the good name, goodwill and reputation of Sound. Without limiting the foregoing, Retailer shall, at its own expense:

5.1. Ensure that Retailer's employees and contractors engaged in marketing the Products are qualified and competent to do so, are knowledgeable of the specifications, features and advantages of the Products and are capable of demonstrating the use and capabilities of the Products and their applications to the Customers, receive relevant training offered by Sound and conduct all marketing activities in a professional manner;

5.2. Use and distribute only Sound-approved advertising, promotional literature for the Products (e.g., advertising, sales literature and brochures);

5.3. Upon notification by Sound of any Customer complaint and the nature of the complaint related to the efforts of Retailer, use best efforts to respond appropriately to said complaint;

5.4. Upon a Customer providing a complaint to Retailer, promptly notify Sound of such complaint and use best efforts to respond appropriately to such complaint;

5.5. Promptly follow-up on all inquiries received by Retailer from Sound, Customers or prospective Customers for the Products; and

5.6. Upon request from Sound, promptly provide to Sound a sales report of the Products sold. Such report will include the information requested by Sound in the format required by Sound.

5.7. Business Plan.

5.7.1. Sound and Retailer representatives will meet annually, in accordance with Section 5.7.2, to develop a business plan, which will define specific sales and operational activities the Retailer will do and payments for those activities during a given Growing Season ("**Business Plan**").

5.7.2. Not less than thirty (30) days prior to the expiration of each Growing Season, Retailer and Sound shall meet and agree in writing upon a new Business Plan for Retailer that will govern the upcoming Growing Season. If the parties are unable to agree in writing to such update of the Business Plan, Sound shall have the right at Sound's sole opinion and discretion, to terminate the Agreement by providing the Retailer with written notice of said termination by thirty (30) days before the expiration of the current Growing Season. Exhibit D provides details of expectations for Business Plan contents.

5.8. Customer Support. Retailer shall coordinate with Sound to provide the Customers in the Territory with all pre-sale and post-sale training and education, and with any post-sale support that is necessary or appropriate regarding the use of the Products by Customers, including, without limitation, warranty coordination with Sound for the Products during the applicable warranty period therefore. Retailer shall, at its cost, cause all of its sales force personnel to become fully knowledgeable and achieve a high degree of competency with respect to the Products, sufficient to meet Retailer's Customer support obligations under this Section 5.8.

5.9. Trials. Sound may, in its sole discretion, provide Product to Retailer free of charge for use with Customers for trial and demonstration purposes. Such Product shall be used in manner consistent with Sound's written requirements.

5.10. Records. Retailer shall maintain complete and accurate books and records regarding the Products (including, but not limited to, records containing the information supplied in the reports to be provided by Retailer to Sound as required in Business Plan).

5.11. Product Recalls. Retailer shall promptly implement any Product recall issued by Sound, at Sound's expense. Retailer shall maintain an accurate and up-to date Product and Customer database which shall be sufficient to enable Retailer, if Sound so instructs, promptly to recall all units of any specific lot number of any Product.

5.12. Confidentiality. Retailer shall maintain as confidential all Confidential Information and not disclose or use Confidential Information in any way, either during or after the term of the Agreement, except (i) for the purpose of complying with its obligations under the Agreement and any agreed Business Plan; or (ii) to the extent required by law, subject to Retailer first notifying Sound of any disclosure required by law (if such notification is permitted by law). "**Confidential Information**" means (i) the terms of the Agreement, including all Business Plans, and (ii) any information provided to Retailer by Sound that Sound identifies as confidential or that Retailer should have a reasonable basis to believe is of a confidential or sensitive nature.

6. Orders; Delivery; Payments; Incentives.

6.1. Purchase Orders. Retailer shall submit to Sound orders stating the quantity and type of Products that Retailer desires to purchase. Sound will provide Retailer with confirmation upon successful receipt of order, but in no manner shall this act as a guarantee to fulfill Retailer order. Sound retains the right to review every order and confirm or deny the fulfillment of said order(s). No orders between Retailer and Sound shall become binding until Sound has agreed in writing to ship said orders (i.e. "acceptance" of order). Upon Sound's acceptance of an order, Retailer shall be financially committed to accept and pay for the quantity and type of Products stated therein, in accordance with the terms and conditions hereof. Any terms in an order submitted by Retailer other than the quantity and type of Product shall be null and void. Sound reserves the right to cancel an accepted order or reduce the quantity of Product in an accepted order, without liability to Retailer, at any time that it determines that it cannot supply the quantity of Product ordered by Retailer.

6.2. Delivery. Sounds does not guarantee any delivery date for a Product, unless otherwise agreed to in writing by Sound. All sales are made F.O.B. destination at Retailer's facility, unless otherwise specified by Sound in writing. Title and risk of loss will pass to Retailer upon tender by Sound of the Product to the Retailer. Unless otherwise specified by Sound, Sound will exercise its discretion with respect to the manner and timing of shipment, packaging, insurance, carrier and the like.

6.3. Payment. Retailer shall pay the price for the Products set forth in Exhibit B, which will be updated and distributed from time to time in accordance with the Retailer Agreement. Pricing is exclusive of federal, state and/or local excise, sales, use property, distributor, occupation or similar taxes. Retailer shall be responsible for all such taxes attributable to the sale of Products in connection with the Agreement. In the event Retailer fails to pay any amounts payable hereunder when due under the applicable invoice issued by Sound, Sound may assess late charges equal to the lesser of one and one-half percent (1 1/2%) per month or the highest rate permitted by law. Sound may also collect from Retailer all costs, including reasonable legal fees, that Sound may incur in connection with collecting any past due amounts.

6.4. Discounts and Incentives. The "Wholesale Price" specified in Exhibit B is the price at which Sound sells products to Retailer before any discounts or rebates. Sound may, at its sole discretion, offer discounts and incentives to Retailers in return for performing additional services and/or meeting performance milestones. Published discounts and incentives will be provided in Exhibit B. Sound may offer Retailer unpublished incentives, at its sole discretion, throughout the term of this agreement to create incentives for Retailer to perform additional services and/or meet additional performance milestones.

6.5. Grower Point-of-Sale Data. As a condition of appointment, Retailers will provide monthly electronic Grower Point of Sale Data ("**GPOS**") to Sound. Details of GPOS and timing are outlined in Exhibit B. Sound uses GPOS as a key input to calculating incentives for Retailers. Retailer must comply with all applicable privacy laws (including any notice and consent requirements) in the collection of GPOS and its disclosure to Sound.

7. Warranty, Returns, and Disclaimers.

7.1. Warranty and Return Policy. Sound will from time-to-time provide Retailer with a copy of its then-current warranty applicable to the Products. Sound makes no warranties to Retailer. Sound will extend its then-current warranty applicable to a Product to each Customer who purchases such Product from Retailer. Sound will not accept any returns from Customer or Retailer, except that Sound will accept return of Product from Retailer if such Product

does not comply with the applicable warranty. Retailer's sole and exclusive remedy for such noncompliance will be for Sound to provide Retailer with a refund of the purchase price paid by Retailer for the returned Product. For clarity, no refund to Retailer of the purchase price paid by it for returned Products shall occur unless Sound is able to confirm nonconformity with the applicable warranty. Retailer will be solely responsible and liable in respect any claims made by Customers regarding representations by Retailer that are inconsistent with the applicable warranty as provided by Sound.

7.2. WARRANTY DISCLAIMER. SOUND PROVIDES NO WARRANTY OF ANY KIND TO RETAILER. WITH THE EXCEPTION OF THE LIMITED WARRANTY THAT SOUND PROVIDES SOLELY TO CUSTOMERS AS DESCRIBED IN SECTION 7.1, SOUND MAKES NO OTHER WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

7.3. LIMITATION OF LIABILITY. IN NO EVENT SHALL SOUND BE LIABLE TO RETAILER, ANY CUSTOMER OR ANY OTHER THIRD PARTY IN ANY MANNER FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, LOST SALES, LOST REVENUE OR LOSS OF USE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF SOUND HAS BEEN INFORMED OF OR IS AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. SOUND'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID TO SOUND BY RETAILER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO A CLAIM AGAINST SOUND.

8. Insurance. Each party shall obtain and maintain in force policies of insurance at all times during the term of the Agreement and through any applicable statute of limitations, as further described in this Section 8. Such party's insurance carriers must have at least an A.M. Best's Rating of "A" and a Financial Size Category" of "VIIT" or better as set forth in the most current edition of A.M Best's Key Rating Guide. Insurance carriers must be admitted in the state in which the Work is being performed.

8.1 Workers' Compensation Insurance. Each party agrees to provide workers' compensation insurance for such party's employees and agents as required by any applicable workers' compensation laws.

8.2 Commercial General Liability Insurance. Each party agrees to maintain a policy of broad form commercial general liability insurance (which includes, but is not limited to, premises and operations liability and contractual liability coverage, personal and advertising injury, contractual liability, and products and operations coverage) in the minimum amount of $1,000,000 each occurrence and S2,000,000 general aggregate to cover any negligent acts or omissions committed by such party or such party's employees or agents during or related to its obligations under the Agreement.

8.3 Vehicle Liability Insurance. Each party shall carry vehicle liability insurance, including coverage for all owned, hired and non-owned vehicles. The limits of liability shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage.

8.4 Vehicle & Equipment Physical Damage. Each party assumes and shall bear the entire risk of loss or damage to such party or such party's employees' or agents' vehicles and equipment. Each party shall carry physical damage insurance on the above indicated vehicles and equipment on an "all risk" perils basis.

8.5 Excess or Umbrella Insurance. The minimum limits of liability coverage required by the Agreement may be satisfied by a combination of primary and excess or umbrella insurance policies, provided that any such excess or umbrella insurance policies follow the form of the primary insurances and contain a drop down provision in case of exhaustion of underlying limits and/or aggregates.

8.6 Proof of Coverage. Upon request, each party shall furnish the other party with certificates of insurance evidencing the coverage required pursuant to this Section 8 forthwith and shall provide the same for all renewals, changes or replacements.

9.Intellectual Property

9.1. IP Ownership. Retailer hereby agrees and acknowledges that Sound, its suppliers, partners and licensors (if any), own and shall retain all right, title and interest in and to (a) the Products, including all intellectual property rights embodied therein; (b) all of the service marks, trademarks and trade names associated with Sound or the Products, including all goodwill inuring to the use thereof; and (c) all copyrights, patent rights, trade secret rights, and other proprietary rights in the Sound Products, and Retailer shall have no rights with respect thereto other than the limited rights expressly set forth in the Agreement.

9.2. Trademarks and Trade Names. Sound authorizes Retailer to use Sound's trade name "Sound Agriculture Company", and trademarks as well as the trade names and trademarks of any Sound products Retailer purchases from Sound and resells in Retailer's advertising and literature, provided that Retailer agrees to strictly comply with Sound's instructions regarding their use, including any approval requirements. Sound may at any time revoke its approval of Retailer's use of Sound's trademarks or trade name. Retailer authorizes Sound to use Retailer's trade name and trademarks in Sound's advertising and literature. Upon the expiration or termination of the Agreement, each Party will immediately discontinue any use of all the other Party's trade name and trademarks, as well as any other combination of words, designs, trademarks or trade names that would indicate that Retailer is or was an authorized distributor of the Products. All goodwill and other benefits derived from the use of the Sound's trademarks shall inure solely to the benefit of Sound.

10.Term and Termination.

10.1. Term. The Agreement will continue for the term set out in the Retailer Agreement.

10.2. Termination with Cause. In addition to the right to terminate specified elsewhere in this Agreement, a party may immediately terminate this Agreement for cause upon the occurrence of any of the following events of default and the expiration of any applicable period of time for cure:

10.2.1. In the event the other party fails to perform any other obligation required to be performed under the Agreement, which failure is either incapable of remedy or continues without cure upon the expiration of thirty (30) days after written notice thereof is delivered to the defaulting party;

10.2.2. In the event the other party shall become insolvent, fail to pay material obligations as they arise, has any proceeding commenced by or against it under any law providing relief to debtors, shall make a composition with its creditors, or shall have a receiver appointed over the whole or any part of its assets.

10.3. Rights of Parties on Expiration or Termination.

10.3.1. On the expiration or termination of the Agreement, Retailer shall promptly:

10.3.1.1. deliver to Sound all records, files, data and information whatsoever relating in any way to the sale, marketing or promotion of the Products in the Territory, including, without limitation, all Product and Customer information maintained by Retailer to enable Sound to implement Product recalls; and

10.3.1.2. provide to Sound a final report containing all information required under Trial Data, Section 5.9, and outstanding GPOS data as outlined in Exhibit C which has not been previously provided to Sound.

10.3.2. On the expiration or termination of the Agreement Sound shall have the right (but not the

obligation) to buy-back from Retailer all or any portion of Products in Retailer's possession at the price at which Retailer paid Sound hereunder, with any amounts due to Sound by Retailer set-off against any payment for the purchase of such Products.

10.3.3. Survival. The following Sections shall survive any termination or expiration of the General Terms: Sections 5.10, 5.12, 7, 8, 9.1, 10, and 11.

11. Miscellaneous.

11.1. Governing Law; Venue. This General Terms shall be construed and enforced in accordance with the laws of the State of California**,** without regard to the conflicts of law principles thereof. The parties hereby submit to the exclusive jurisdiction of, and venue in, the state and federal courts located in San Francisco, California.

11.2. Notices. All consents, notices or reports required or permitted to be given or made by one party to the other under the Agreement shall be in writing and addressed to the other party at its address indicated in the preamble above, or the email address of your most relevant contact at Sound. Notices shall be effective (i) upon receipt when delivered by personal service, (ii) on the next business day when delivered by nationally recognized overnight courier, (iii) on the third business day when delivered by U.S. Mail, postage prepaid, and (iv) two hours after sending when delivered by email.

11.3. Assignment. Retailer may not assign the Agreement or any of its rights, duties and obligations hereunder without the prior written consent of Sound which may be granted or withheld in Sound's sole discretion. Any purported assignment in violation of the foregoing shall be void. Sound may assign the Agreement, in full or in part, without Retailer's consent.

11.4. Force Majeure. Neither party will be liable to the other (except with respect to the payments to be made hereunder) for its delay or failure to perform due to strikes, riots, storms, fires, acts of nature, or any other similar causes beyond the reasonable control of such party.

11.5. Entire Agreement. The Agreement (including the Retailer Agreement, Exhibits and General Terms) contains the entire understanding of the parties with respect to the subject matter hereof. All express or implied representations, agreements and understandings with respect to the subject matter hereof, either oral or written, heretofore made are expressly superseded by the Agreement.

11.6. Counterparts. This General Terms may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.7. Waiver. The failure of any party to exercise any right or option given to it by the Agreement or to insist upon strict adherence to the terms of the Agreement shall not constitute a waiver of any terms or conditions of the Agreement with respect to any other or subsequent breach. No waiver shall be valid or binding unless in writing and signed by the parties.

11.8. Severability. The provisions of the Agreement are severable, and in the event that any provision of the Agreement is determined to be invalid or unenforceable under any controlling body of the law, the invalidity or unenforceability will not in any way affect the validity or enforceability of the remaining provisions in the Agreement.