

Terms and Conditions for farmer sign-up pilot

1 Parties

The parties to this agreement are **Agnition** (Ravensdown Ventures Ltd), the **Innovator** (the respective legal entity offering the Innovation to the Pilot Partner) and the **Pilot Partner** (the farmer/grower or other user who wants to test the Innovation offered by the Innovator).

1.1 What each party will do:

Without limiting clauses 1.2, 1.3, 1.4 in performing its obligations under this Agreement, each party will:

- (i) exercise reasonable care, skill and diligence;
- (ii) co-operate with each other and provide the assistance reasonably requested by each party; and
- (iii) comply with all applicable laws that are applicable to its performance of its obligations under this Agreement.

Each party will have a representative for the Agreement (who may or may not be the same person). The parties' respective representatives will be responsible for liaising with each other, trying to resolve issues as they arise and escalating issues where necessary. The Pilot Partner's relationship manager and Agnition's relationship manager will meet regularly to review and discuss the working relationship and other matters relating to the performance of this Agreement. These meetings will be held at venues and times agreed between the parties and can be held by video conference or in person.

Early warning: Each party will adhere to and operate an "early warning system" in respect of any issue or concern that is developing, which could affect the relevant Pilot or Innovation, by raising each issue or concern at the earliest possible opportunity and providing the timely supply of information as and when due or appropriate.

1.2 Agnition's Role

Agnition will:

- (a) facilitate a programme for piloting innovations with pilot partners who are customers or business connections of Agnition or the Ravensdown Group and have agreed with Agnition to participate in that innovation piloting programme (each a Programme Participant);
- (b) invite the selected Programme Participants to participate in the Pilot. The selected Programme Participants are those that the Innovator and Agnition agree would be suitable to participate in the Pilot (Invited Pilot Partner);
- (c) facilitate the relationship and arrangements between each Invited Pilot Partner, the Innovator and Agnition with the aim of agreeing this Agreement;
- (d) use the materials provided by the Innovator for the purpose of facilitating the relationship and arrangements with each Invited Pilot Partner and helping to on-board the Invited Farmer onto the Pilot;
- (e) assess the Innovator's readiness at different stages of the programme and each Pilot;

(f) once this Agreement is agreed, help manage the ongoing relationship between Agnition, the Pilot Partner and Innovator in relation to the Pilot;

(g) try to help the Pilot Partner and Innovator to resolve any issue that arise relating to the Pilot,

(together, the **Facilitation Services**).

1.3 Pilot Partner's Role

For the Pilot Term, the Pilot Partner agrees to:

- (i) use the Innovation for the Purposes described in this Agreement, and in accordance with this Agreement;
- (ii) follow the Innovator's reasonable instructions about how to use the Innovation;
- (iii) comply with (and ensure its Personnel comply with) the HSE operational and safety requirements relating to the use of the Innovation by the Innovator from time to time;
- (iv) promptly provide to the Innovator any feedback, data or information relating to the Pilot and Innovation, as reasonably requested by the Innovator, in the form and frequency reasonably requested by the Innovator;
- (v) let Agnition and the Innovator know of any defect in, maintenance required to, or damage to, the Innovation once the Pilot Partner becomes aware of any of those things;
- (vi) not knowingly use the Innovation in a manner that breaches any third party right (including Intellectual Property Rights); and
- (vii) obtain consents or permissions for the following: [please list, if applicable].

1.4 Innovator's Role

For the Pilot Term, the Innovator agrees:

- (i) to deliver the Innovation to the Pilot Partner for use during the Pilot Term;
- (ii) to comply with and ensure its Personnel comply with the HSE operational and safety obligations relating to its provision of the Innovation, including providing any safety data sheets;
- (iii) to obtain consents or permissions for the following: [please list, if applicable]
- (iv) that, during the Pilot Term, the Innovation, the Innovator's conduct and the conduct of its Personnel will cause as little nuisance or disruption to Pilot Partner as is reasonably practicable, having regard to the nature of the Pilot. If the Innovator receives any complaint about an actual or likely nuisance or disruption, then the Innovator will work cooperatively with the Pilot Partner and Agnition to try to resolve that complaint within a reasonable time.

1.5 Reporting, monitoring and feedback requirements Reporting and Monitoring

The Pilot Partner and the Innovator will work together to monitor the performance of the Innovation against the Purpose of the Pilot, including by developing appropriate reporting metrics.

Feedback

From time to time and within 10 Working Days after the end of the Pilot Term, the parties will review the Pilot for the purpose of:

- (i) confirming whether the Purpose has been achieved;
- (ii) better understanding the commercial viability of the Innovation;
- (iii) providing suggestions as to how the Innovation can be improved to achieve the Purpose;
- (iv) sharing insights that could help develop the Innovation.

2 Intellectual Property and data

Unless stated otherwise in this Agreement, nothing in this Agreement gives a party any right, title or interest in another party's Intellectual Property or data.

Each party agrees that any New Intellectual Property relating to the Innovation will vest in the Innovator from the time the New Intellectual Property is created or will be assigned to the Innovator immediately afterwards.

For the Pilot Term:

- (i) the Pilot Partner can use the Intellectual Property that the Innovator provides under this Agreement, but only at the Site, only to help achieve the Purposes of the Pilot, and in accordance with this Agreement and the Agreement. The Innovator grants that licence on a non-exclusive, non-transferable, non-sublicensable and royalty-free basis.
- (ii) the Innovator can use the Pilot Partner's data that the Pilot Partner provides or inputs in connection with the Innovation, only to help achieve the Purpose of the Pilot, and in accordance with this Agreement. The Pilot Partner grants this right to use its data on a non-exclusive, non-transferable, non-sublicensable and royalty-free basis.

Each party intends to grow its knowhow through its involvement with the Innovation and Pilot. Each party can disclose and use that knowhow outside of the Pilot, so long as no confidential information is disclosed and the knowhow is of general application.

3 Confidentiality

Each party (the Receiving Party) can use the other party's (the Disclosing Party) Confidential Information but only for the Purpose.

The Receiving Party will take all reasonable security safeguards to keep the Disclosing Party's Confidential Information confidential except to the extent the Confidential Information:

- (i) is in the lawful possession or control of the Receiving Party;
- (ii) was rightfully received from a third party without restriction or without breach of this Agreement;
- (iii) is information that is publicly available through no fault of the Receiving Party;
- (iv) is information that was developed independently of the Confidential Information;
- (v) is disclosed with the Disclosing Party's prior written consent; or

(vi) is disclosed for the purposes of performing and enforcing this Agreement.

(vii) In addition to the above, the Receiving Party may disclose Confidential Information to the extent required by law, a court of competent jurisdiction, or the rules of a securities exchange on which it (or a related company) is listed.

The Receiving Party agrees to ensure its Personnel and/or other recipients of Confidential Information are subject to confidential obligations no less onerous than the obligations under this Agreement.

If the Disclosing Party has provided its information to the Receiving Party under a confidentiality agreement signed by those parties prior to this Agreement, that information will be Confidential Information under this Agreement and the parties agree, from the start of this Agreement, the terms of this paragraph will apply to that information.

Announcements or releases

Subject to each party's confidentiality obligations, a party must obtain each other party's prior written approval (such approval not to be unreasonably withheld or delayed) before making or authorising a press release or public announcement in its communications about the negotiations of the parties or the subject matter or provisions of this Agreement, or existence of the Innovator's and/or Pilot Partner's participation in a Pilot and that it was facilitated by Agnition.

4 Privacy

Personal information (as defined in the Privacy Act 2020) collected by Agnition under this Agreement is governed by Ravensdown's Privacy Policy which forms part of this Agreement. A copy of Ravensdown's Privacy Policy can be found on <https://www.ravensdown.co.nz/privacy-policy>.

5 Mutual HSSE obligations

Each party will:

- (i) ensure that it and each of its Personnel are aware of and complies with its health, safety, security and the environment (HSSE) obligations under the law and this Agreement; and
- (ii) so far as is reasonably practicable, co-operate, consult and co-ordinate with each PCBU conducting work at the same workplace under or in relation to this Agreement, including by identifying and sharing information about risks and hazards that could adversely impact any person's health and safety (PCBU has the meaning defined in the Health and Safety at Work Act 2015).

6 Health and safety business continuity

Each party (a Visitor) accessing premises of another party (the Host) agrees to follow the Host's health and safety policy that applies to those premises. If a Visitor and/or the Host identify a risk or issue in the way that the Host's health and safety policy will apply to the way the Visitor intends to act or operate at those premises then, before starting further work, those two parties will agree how the health and safety obligations will be managed and each of those

parties will comply with that agreed approach. This section does not limit the parties' other obligations.

7 Dispute Resolution

If any dispute arises between the Pilot Partner and the Innovator, the party claiming that a dispute has arisen must give the other party notice setting out brief details of the dispute. The dispute will be referred to Agnition to act, if appropriate, as a mediator, to assist to resolve the dispute. If the dispute has not been resolved within the timeframe specified by Agnition, the dispute may be referred to a senior manager of the Pilot Partner and the Innovator to attempt to resolve the dispute.

Nothing in this Agreement prevents a party from taking immediate steps to seek an injunction from an appropriate court.

8 Liability

A party will be liable to another party under or in connection with this Agreement only if it breaches the terms of this Agreement.

If a party is liable under this Agreement:

- (i) it will be liable only for the losses, costs, expenses, damages and claims (Loss) of another party that are direct; and
- (ii) it will not be liable for any actual or anticipated Loss of profits, revenue, savings, Loss of business opportunity, loss of contract or any consequential or indirect Loss; and
- (iii) it will not be liable for any third-party Loss (even if that third party Loss is a direct Loss).

Agnition's liability

Each of the Pilot Partner and the Innovator agree that as mere facilitator, Agnition nor any other entity in the Ravensdown group will be liable to either the Pilot Partner or the Innovator under this Agreement.

The limitations set out in this section does not limit the Pilot Partner's and/or the Innovator's liability for another party's Loss caused by a party's wilful breach, fraud, or breach of its confidentiality obligations or intellectual property obligations under this Agreement, or to a party's obligation to pay any amount under this Agreement.

The limitations of liability in this section:

- (i) apply regardless of whether the claim is made in contract, tort (including negligence), equity or any other head of law;
- (ii) apply to the extent permitted by law; and
- (iii) do not limit any Innovator Terms between the Pilot Partner and the Innovator.

9 Force Majeure Event

(i) A party will not be liable for any failure to perform or for any delay in performing its obligations under this Agreement if that failure or delay is due to a Force Majeure Event. The party claiming the Force Majeure Event must notify the other party in writing, as soon as it can, along with an explanation of what it understands has happened,

the cause and any likely consequences for this Agreement and/or the Pilot.

(ii) The parties will try to find a mutually satisfactory solution to address the consequences of the Force Majeure Event.

Definitions

Unless the context requires otherwise, the following words and expressions have the following meaning:

Innovation means the good, service, product or solution provided (or to be provided) by the Innovator, and which Innovation may be further specified in a separate Statement of Work between Innovator and Pilot Farmer.

Innovator means the entity providing the Innovation to the Pilot Partner and defined as the Innovator under this Agreement.

Pilot means the trial of an Innovator's Innovation, as further described in this Agreement and or the respective Statement of Work.

Pilot Partner means the farmer or grower who wants to participate in the Pilot.