

Terms and Conditions
2017/2018 Grower Program

- 1) **Term.** September 1, 2017 – July 15, 2018
- 2) **Grower Rebates.** The following rebates will be paid from Cibus to qualifying customers provided that customer submits required documentation prior to July 15, 2018:
 - a. **Volume Rebate:** \$50/Bag (“Bag” is defined as 50 pounds of SU Canola seed) for all Bags purchased when a minimum of 30 Bags of Cibus SU Canola seed are purchased by March 31, 2018. Bags returned do not qualify for this rebate. Bags purchased as replant seed do not qualify for this rebate.
 - b. **Loyalty Rebate:** \$50/Bag for all Bags purchased when a minimum of 30 Bags of Cibus SU Canola seed are purchased by March 31, 2018 and customer purchased Cibus SU Canola seed for crop year 2017, 2016, or 2015. Eligibility of customers is at the sole discretion of Cibus. Bags returned do not qualify for this rebate. Bags purchased as replant seed do not qualify for this rebate.
 - c. **Cargill Contract Rebate:** \$50/bag for all bags purchased when a minimum of 30 bags of Cibus SU Canola seed are purchased by March 31, 2018 by customers that sign a non-transgenic grain production contract with Cargill. The Cargill Contract Rebate will only be paid on purchases of SU Canola seed planted on acres covered by the non-transgenic grain production contract with Cargill. Bags returned do not qualify for this rebate. Bags purchased as replant seed do not qualify for this rebate.
 - d. **Early Sign Rebate:** \$25/bag for bags that qualify for the Cargill Contract Rebate, provided customer signs the non-transgenic grain production contract with Cargill by December 31, 2017. The Early Sign Rebate will only be paid on purchases of SU Canola seed planted on acres covered by the non-transgenic grain production contract. Bags returned do not qualify for this rebate. Bags purchased as replant seed do not qualify for this rebate.

3) **San Diego Trip Promotion:**

The promotion described below (“San Diego Trip Promotion”) is governed by these terms and conditions (“Terms”). All information communicated by Cibus regarding the San Diego Trip Promotion is governed by these Terms. By participating in the San Diego Trip Promotion or by claiming any benefit under the San Diego Trip Promotion, each customer agrees to these Terms. If a customer does not agree to these Terms, the customer should not participate in the San Diego Trip Promotion or claim any benefit under it. Now therefore, in consideration of the mutual promises and covenants contained in these Terms, the sufficiency of which is acknowledged, the customer and Cibus US LLC (“Cibus”) agree as follows:

1. **Qualification.** The following eligibility requirements apply in order to claim any benefits under the San Diego Trip Promotion. If a customer meets all such requirements, they are a “Qualifying Customer.”
 1. The customer must purchase 60 Bags or more of the Cibus SU Canola seed in accordance with these Terms.
 2. The customer’s purchase of all of the 60 or more Bags of the Cibus SU Canola seed must be made by March 31, 2018.
 3. All purchases must be made by one customer only (that is, by one corporate entity, and not aggregated or shared among multiple customers) and must be made by the customer through an authorized Cibus retailer. Retailer must not be in default of any of its obligations under its agreements with Cibus.
 4. All purchases must be accurately included in the required reports provided by retailer to its Distributor pursuant to the distribution and marketing agreement between Distributor and Cibus.
 5. Cibus must have received full payment from Distributor for all purchases pursuant to the terms of Cibus’ agreements with Distributor.
 6. The customer’s principal place of business must be in North Dakota, Minnesota, South Dakota, Montana, Wyoming, Idaho, Oregon, or Washington, USA, and the Cibus SU Canola seed must have

been purchased by the customer for the purpose of planting the product in such states only, and not in any other state, territory or location outside of the USA.

7. Cibus or retailer has the right to verify whether a customer meets the above criteria at any time and the customer agrees to provide, at its own cost and expense, any documentation or assistance as reasonably necessary for such verification. Cibus' determination of eligibility will be deemed final. In the event that the customer cannot provide suitable proof of eligibility, it will forfeit the Benefits and no substitute or compensation will be offered.
2. **Exclusions:** Without expanding a customer's rights under these Terms or limiting Cibus' rights or remedies under these Terms:
 - A. Bags of SU Canola seed returned by or on behalf of the customer will not qualify as a purchase.
 - B. Bags of SU Canola seed purchased as replant seed will not qualify as a purchase.
3. **Promotion Benefits:** Each Qualifying Customer shall be entitled to the following benefits, subject to the rest of these Terms, including the "Conditions" below ("Benefits"):
 - A. One economy roundtrip flight from Grand Forks International Airport, Hector International Airport, Minot International Airport, Bismarck Airport or Sloulin Field International Airport in North Dakota, Billings Logan International Airport or Great Falls International Airport in Montana, Minneapolis St. Paul International Airport in Minnesota, Cheyenne Regional Airport in Wyoming, Boise Air Terminal/Gowen Field in Idaho, Portland International Airport or Mahlon Sweet Field in Oregon, or Seattle-Tacoma International Airport or Spokane International Airport in Washington ("Origin"), to San Diego International Airport in California ("Flight") for two Qualifying Customer Representatives (each a "Qualifying Customer Representative").
 - B. Up to 3 night's accommodation for the Qualifying Customer Representatives, for one room only, with double occupancy, in San Diego, such accommodation to be selected by Cibus in its discretion ("Accommodation").
 - C. Ground transportation between the Accommodation and the location of the Tour (as defined below) for the Qualifying Customer Representatives, as determined by Cibus in its discretion.
 - D. During the trip, a tour of Cibus' facilities and surrounds (including meals during the tour), the date(s), time, location and the details of such tour to be determined by Cibus in its discretion ("Tour").
 - E. Cibus will announce two or more dates for the Flights and Accommodation by October 1, 2018. Qualifying Customer Representatives must travel on one of the announced trip dates or the Benefits will be forfeited.
4. **Conditions:**
 - A. Each Qualifying Customer is entitled to receive the Benefits for up to two Qualifying Customer Representatives only. Each Qualifying Customer Representative must be 18 years old or older.
 - B. During the Trip Period, at least one of the Qualifying Customer Representatives must participate in a focus group discussion with Cibus research and leadership staff at a location to be determined and notified by Cibus.
 - C. Prior to November 1, 2018, Cibus must have received a written notice from the Qualifying Customer, of Qualifying Customer's intent to take advantage of the Benefits, including all contact details necessary for Cibus to arrange the details of the trip with the Qualifying Customer and desired date.
 - D. Cibus is not responsible for any acts, omissions or circumstances which result in a customer not being a Qualified Customer (such as late or incomplete purchases or any failure by Distributor to report customer's purchases or comply with its agreements with Cibus).
 - E. Cibus reserves the right, in its discretion, to modify, cancel, terminate or suspend the San Diego Trip Promotion in any way in its discretion, including to change any Flight, Accommodation or Tour dates at any time (including due to any circumstance beyond Cibus' reasonable control), without notice to the Qualifying Customer. However, if in Cibus' reasonable opinion the relevant modification, cancellation or suspension will be materially detrimental to the Qualifying Customer Representatives or if the change involves a change in a date after the date has been announced, Cibus will notify the Qualifying Customer Representative or Qualifying Customer using the contact details provided to

- Cibus. It is each Qualifying Customer Representative's and Qualifying Customer's responsibility to provide accurate and up to date contact details to receive any updates on the Benefits.
- F. Cibus may select the airline and flight times for the Flights in its discretion. If any Qualifying Customer Representative is unable to attend any of the events on the dates and at the times announced by Cibus, they forfeit any rights to the Benefits. The Qualifying Customer Representatives are responsible for any required travel documents and arriving at the relevant airports in time for their Flights and other Benefits. Cibus is not responsible for flight cancellation or delays, or any injuries, accidents or conditions beyond Cibus' reasonable control.
 - G. Each Qualifying Customer's Qualifying Customer Representatives must depart from and return to the same point of departure and travel together on the same itinerary.
 - H. Any changes to the provided Flights and Accommodations made without Cibus' express authorization and associated costs and expenses are the responsibility of the Qualifying Customer.
 - I. A credit card imprint or deposit may be required from the Qualifying Customer Representatives at check-in to the Accommodation.
 - J. The Benefits are non-transferable, and must be accepted "as-is." However, without limiting the foregoing and the restrictions in these Terms, the Qualifying Customer Representative may forfeit any of the Flight, Accommodation, Transportation or meal-related Benefits at any time by informing Cibus. For example, Qualifying Customer Representatives may organize their own flights or accommodations, purchase their own meals at the tour, or arrange for their own transportation to the Accommodations at their own risk and expense.
 - K. The Qualifying Customer must notify Cibus of any special needs of a Qualifying Customer Representative (such as dietary restrictions or access requirements). However, to the extent permitted by law, Cibus is not required to accommodate any such special needs.
 - L. The Benefits cannot be used in conjunction with any other promotion or offer. No substitution, exchange, refund or cash equivalent of the Benefits is permitted; however, Cibus reserves the right to substitute any Benefit in its discretion upon notice to the Distributor, Qualifying Customer or Qualifying Customer Representative. No Benefit may be resold or offered for resale or used for advertising, promotion or other commercial purposes by or on behalf of the Qualifying Customer or Qualifying Customer Representatives.
 - M. During the period starting from the Qualifying Customer Representatives' arrival at the Origin for the Flight and ending when they arrive back at the Origin ("Trip Period"), Cibus may at any time in its discretion prohibit a Qualifying Customer Representative's participation in any of the Benefits or cancel any Benefits, if in the opinion of Cibus, the Qualifying Customer Representative is not in the mental or physical condition necessary to be able to safely participate in any of the Benefits, including if the Qualifying Customer Representative is under the influence of alcohol or drugs, behaves aggressively or offensively, behaves in a manner which may portray Cibus or its products in a negative light, is contrary to law, or is otherwise inappropriate.
 - N. During the Trip Period:
 - i. the Qualifying Customer Representatives must act in compliance with all applicable laws and regulations;
 - ii. the Qualifying Customer Representatives must act responsibly and must not behave aggressively or offensively, in a manner which may portray Cibus or its products in a negative light, or in a way that is otherwise inappropriate;
 - iii. if the Qualifying Customer Representative is under the age of 21, they must not consume any alcohol or participate in any activity not permitted under law for individuals under 21; and
 - iv. without limiting the above, if the Qualifying Customer Representative is 21 years of age or over, they must consume alcohol responsibly.
 - O. The Qualifying Customer and Qualifying Customer Representatives are responsible for all taxes resulting from acceptance and use of the Benefits, and all costs and expenses not specifically set forth above as being part of the Benefits, including any costs and expenses for other food or alcohol, gratuities, insurance, baggage fees, general spending, amendment fees charged by airlines or

accommodation once tickets/lodgings are confirmed and paid for by Cibus, sightseeing or similar activities or other incidental and ancillary costs incurred by the Qualifying Customers or Qualifying Customer Representatives.

5. **Miscellaneous Terms**

- A. **The Qualifying Customer agrees to these Terms, including all disclaimers, exclusions, limits of liability, releases, and indemnifications on behalf of itself and its Qualifying Customer Representatives. The Qualifying Customer warrants and represents that it has the authority to bind itself and each Qualifying Customer Representative to these Terms and agrees to indemnify, defend and hold Cibus and its affiliates harmless from and against any liability, damages, losses or injuries whether arising in tort (including negligence), contract, warranty, strict liability or any other theory, in connection with Cibus' breach of the foregoing warranty and representation.**
- B. THE QUALIFYING CUSTOMER UNDERSTANDS AND AGREES THAT ITS AND ITS QUALIFYING CUSTOMER REPRESENTATIVES PARTICIPATION IN, ENJOYMENT OF AND USE OF (IF APPLICABLE) THE BENEFITS AND ALL INFORMATION MADE AVAILABLE BY CIBUS IN RELATION TO THE SAN DIEGO TRIP PROMOTION AND THE BENEFITS ("DISCLAIMED ITEMS"), ARE AT THEIR OWN RISK. THE DISCLAIMED ITEMS ARE PROVIDED ON AN "AS-IS" BASIS. CIBUS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR GUARANTEES AND CIBUS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS AND GUARANTEES IN RELATION TO THE DISCLAIMED ITEMS OR THE PROVISION OF, PARTICIPATION IN, ENJOYMENT OF, USE, MISUSE, MERCHANTABILITY, FITNESS OF PURPOSE, CONDITION, RELIABILITY, TIMELINESS, AVAILABILITY, PERFORMANCE, QUALITY OR NATURE OF THE DISCLAIMED ITEMS.
- C. BY PARTICIPATING IN THE SAN DIEGO TRIP PROMOTION, THE QUALIFYING CUSTOMER AGREES TO RELEASE CIBUS, AND ITS AFFILIATES, SUBSIDIARIES, DISTRIBUTORS AND ALL ENTITIES INVOLVED IN THE DEVELOPMENT OR EXECUTION OF THE SAN DIEGO TRIP PROMOTION AS WELL AS THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS AND REPRESENTATIVES ("CIBUS ENTITIES"), HARMLESS, FROM AND AGAINST ANY LIABILITY, CLAIMS, ACTIONS, DAMAGES, LOSSES OR INJURY WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY, STRICT LIABILITY, OR RELIANCE, OR UNDER ANY OTHER THEORY, INCLUDING INJURIES, DAMAGES OR LOSSES OF ANY KIND TO PERSONS OR PROPERTY WHICH MAY BE SUFFERED OR SUSTAINED, IN CONNECTION WITH, EITHER DIRECTLY OR INDIRECTLY, ANY OF THE DISCLAIMED ITEMS OR QUALIFYING CUSTOMERS, WHETHER OR NOT CIBUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES OR DAMAGES ("RELEASED LOSSES").
- D. TO THE FULL EXTENT PERMITTED BY THE LAW, NO CIBUS ENTITY SHALL BE LIABLE FOR ANY RELEASED LOSSES OR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS, OR LOSS OF PROFITS, REVENUE OR OPPORTUNITY IN CONNECTION WITH THESE TERMS.
- E. The Qualifying Customer agrees to indemnify, defend and hold each Cibus Entity harmless from and against any loss, damage, claim, action, liability or injury suffered or incurred by the Cibus Entity in connection with the Qualifying Customer's or a Qualifying Customer Representative's breach of any obligation, warranty or representation under these Terms.
- F. These Terms will be construed by and in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws rules and principles) as though made and to be fully performed in said State. Each party consents to the personal and exclusive jurisdiction of the federal and state courts located in the State of Delaware for purposes of any and all matters that may arise under these Terms.
- G. These Terms constitute the entire terms and conditions between the customer (including each Qualifying Customer and Qualifying Customer Representative) and Cibus with respect to the San Diego Trip Promotion and the Benefits and cannot be altered, modified or amended unless expressly agreed by the parties in writing or amended by Cibus.