

**WIRELESS SERVICES AGREEMENT BETWEEN
FARMERS EDGE AND END USER**

NOW THEREFORE in consideration of the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **DEFINITIONS.** For the purpose of this agreement:
 - (a) **“FARMERS EDGE”** means Farmers Edge Inc., a corporation incorporated under the laws of the Province of Manitoba, and includes all of FARMERS EDGE’s affiliates, subsidiaries, shareholders, officers, directors, agents, representatives, contractors, suppliers, customers, licensors, End Users, partners, employees, successors and assigns, except for End User.
 - (b) **“End User”** means the natural or legal person that is the end user of Wireless Services. Such a person is also referred to herein as “you”.
 - (c) **“Wireless Services”** means wireless communications services on the wireless network operated by the Provider.
 - (d) **“Provider”** means the applicable wireless services provider, and any applicable roaming partners or a third party appointed by the wireless services provider to enable the provision of the wireless services.

2. **SUBSCRIBING ORGANIZATION.** If you are using the Wireless Services on behalf of, or in connection with, your employment or engagement with a company, entity or organization (collectively, the **“Subscribing Organization”**), you represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such Subscribing Organization to the terms and conditions of this Wireless Services Agreement, and you hereby agree to be bound by the terms and conditions of this Wireless Services Agreement on behalf of such Subscribing Organization. In such a case, references to “you” and/or the “End User” in this Wireless Services Agreement shall be construed to mean you, the Subscribing Organization, and any other individual that uses the Wireless Services on the Subscribing Organization’s behalf or in connection with their employment with or engagement by such Subscribing Organization. To the extent your Subscribing Organization has a separate transaction agreement with FARMERS EDGE, that agreement will define the order of precedence between the terms of this Wireless Services Agreement and that separate transaction agreement with respect to such Subscribing Organization, provided that you remain individually bound by the terms and conditions of this Wireless Services Agreement with respect to your use of the Wireless Services.

3. **WIRELESS SERVICES.**
 - (a) Wireless Services shall be made available in the Provider’s coverage areas on compatible devices where technology permits.
 - (b) The Provider may (i) make changes to the network or other facilities; (ii) enlarge, reduce or change coverage areas; and (iii) change or end roaming partner relationships, all at their

discretion and without notice. Neither FARMERS EDGE nor the Provider is liable for any changes in End User's ability to use the Wireless Services or the devices resulting from such changes. End User can request from FARMERS EDGE copies of maps and other information about coverage and roaming, or the wireless services in general.

- (c) The Wireless Services may be temporarily refused, interrupted, or limited at any time because of: (i) limitations to the Provider; (ii) transmission limitations caused by atmospheric, topographical or other factors outside of the Provider's reasonable control; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the Wireless Services. Individual data transmissions may be involuntarily delayed for a variety of reasons, including atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the Wireless Services are available from time to time and gaps in coverage within said geographic locations.
- (d) If End User's device roams in a roaming partner's coverage area (including Wi-Fi hotspot use) End User is also subject to the terms and conditions of the roaming partner including any limitation or exclusion of liability.

4. USE OF WIRELESS SERVICES.

- (a) End User is responsible, and FARMERS EDGE and the Provider are not responsible or liable, to prudently protect and safeguard the device (including any SIM card) against loss, abuse, theft or damage, and for the use of the device and the Wireless Services by End User and any other persons.
- (b) End User shall not use or allow others to use the Wireless Services or the device if such use:
 - (i) is for, or results in, any illegal, abusive, annoying or offensive activities, including making available offensive content, the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet, any network, computer or other devices, transmission of a virus or other harmful component, defamation, intellectual property infringement, or interference with other customers' service;
 - (ii) is significantly higher than average or consumes excessive network capacity in FARMERS EDGE's or the Provider's reasonable opinion, or causes the Provider's network, or FARMERS EDGE's or the Provider's ability to provide services to others, to be adversely affected;
 - (iii) is for multi-media streaming, continuous data transmission or broadcasts, automatic data feeds, peer-to-peer (P2P) file sharing, voice over Internet protocol or any other application which uses excessive network capacity that is not made available to End User by FARMERS EDGE or the Provider;

- (iv) is to provide a substitute or back-up for private lines or dedicated data connections such as DSL; or
- (v) is to operate an email, web, server farm, news, chat or other service.
- (c) End User shall not (and shall not allow others to):
 - (i) remove the SIM card from the device provided by FARMERS EDGE;
 - (ii) use the SIM card provided by FARMERS EDGE with any device not provided through FARMERS EDGE or its authorized dealers ("**Non-Farmers Edge Device**");
 - (iii) make changes to the settings of a device or SIM card;
 - (iv) threaten, abuse or harass any employee or representative of FARMERS EDGE or the Provider;
 - (v) commit, attempt to commit, or allow others to commit or attempt to commit, any fraud against FARMERS EDGE or the Provider, including fraudulently obtaining Wireless Services or devices;
 - (vi) transform outbound communications into incoming communications or otherwise attempt to avoid applicable charges;
 - (vii) otherwise abuse the Wireless Services or flat rate or unlimited use plans, or allow others to do any of the foregoing; or
 - (viii) resell, transfer, distribute, share or exploit for commercial purposes any Wireless Services or engage in or allow any alteration, copying, reproduction of or tampering with electronic serial numbers, or other identification, signalling or transmission functions or components of the device.
- (d) End User must follow all other service regulations issued or adopted by FARMERS EDGE or the Provider.

FARMERS EDGE or the Provider may immediately suspend, restrict, change or terminate all or part of End User's Wireless Services and this Wireless Services Agreement and deactivate End User's device or take other necessary actions, if FARMERS EDGE or the Provider reasonably believes there is a breach by End User of any of these "**Use of Wireless Services**" provisions.

5. DISCLOSURE OF END USER INFORMATION. End User hereby expressly acknowledges that it may be necessary for FARMERS EDGE to disclose or make available to the Provider certain information about End User, including without limitation, any information defined or deemed to be personal information pursuant to any applicable laws related to privacy or data protection (the "**Personal**

Information”) in order for End User to access and utilize the Wireless Services. Accordingly, End User hereby consents to the disclose of End Users’ Personal Information to the Provider as required in order for End User to access the Wireless Services.

6. **SECURITY OF TRANSMISSIONS.** It is possible for third parties to monitor data traffic over the Provider and privacy cannot be guaranteed. If End User desires to secure transmission of data beyond that provided by FARMERS EDGE, End User must provide for its own means of doing so. End User assumes full responsibility for the establishment of appropriate security measures to control accessto their own respective equipment and information.

7. **IDENTIFIERS.** FARMERS EDGE and End User shall not have any property right inthe codes and identifiers assigned to FARMERS EDGE. The Provider may change any of the codes and identifiers at such time or times as the Provider, in its sole discretion, considers necessary without any liability whatsoever.

8. **LIMITATIONS ON ROAMING SERVICE.** The Provider may, at its discretion, and to the extent permitted under the roaming agreements with third party network operators (the “**Roaming Agreements**”), provide certain roaming services to End Users. Any such roaming shall be subject to the restrictions that may exist in the Roaming Agreements. The Provider may in its sole discretion suspend roaming privileges to any End User if it discovers or suspects that the roaming services are being used ina fraudulent manner. Roaming End Users may only roam incidentally to their use of the Wireless Services within their respective country and cannot roam on the networks of third party network operators on a permanent basis. The Provider shall be entitled from time to time and at any time, at its sole discretion, to add, modify or remove territories where roaming shall be available to End Users.

9. **LIMITS ON LIABILITY.** THE PROVIDER AND ITS AFFILIATES AND CONTRACTORS HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO END USER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE AND END USER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR, INCLUDING BUT NOT LIMITED TO:

- (a) DEFECTS, FAILURES OR INTERRUPTIONS IN WIRELESS SERVICE, INCLUDING TRANSMISSION;
- (b) ANY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER LOSS, HOWEVER CAUSED, ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE WIRELESS SERVICES OR THE DEVICE;
- (c) ANY CONTENT TRANSMITTED ON OR RECORDED BY THE PROVIDER’S FACILITIES, INCLUDING CONTENT THAT MAY BE ILLEGAL, DANGEROUS, DEFAMATORY, OFFENSIVE OR ANNOYING OR WHICH MAY INFRINGE UPON OTHERS’ INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS, OR ANY CONTENT, APPLICATION OR SERVICES PROVIDED TO END USER BY A THIRD PARTY FOR USE WITH THE DEVICE OR THE WIRELESS SERVICES, EVEN IF FARMERS EDGE BILLS END USER FOR SUCH CONTENT, APPLICATION OR SERVICES ON BEHALF OF SUCH THIRD PARTY;

- (d) ANY BREACH BY END USER OF THE AGREEMENT, END USER'S NEGLIGENCE, OR ACTS OR OMISSIONS IN CONNECTION WITH THE WIRELESS SERVICES, OR THE DEVICE;
- (e) LOSS, THEFT, DAMAGE TO OR UNAUTHORIZED USE OF THE WIRELESS SERVICES, THE DEVICE, ANY EQUIPMENT, COLLATERAL, ELECTRONIC RECEIPTS OR THE PERSONAL IDENTIFICATION NUMBER; AND
- (f) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS WIRELESS SERVICES AGREEMENT OR THE PROVISION OF WIRELESS SERVICES (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

THIS SECTION WILL APPLY EVEN IF THERE IS A BREACH OF CONDITION, A BREACH OF AN ESSENTIAL OR FUNDAMENTAL TERM, OR A FUNDAMENTAL BREACH OF THIS WIRELESS SERVICES AGREEMENT. END USER AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS WIRELESS SERVICES AGREEMENT.

10. **NO WARRANTY.** THE PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE WIRELESS SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES THE PROVIDER WARRANT UNINTERRUPTED WORKING OF, OR THE PRIVACY OF ANY COMMUNICATIONS USING, THE WIRELESS SERVICES.

11. **TERM.** The term of this Wireless Services Agreement will commence on the date of your acceptance of this Wireless Services Agreement and shall remain in effect until terminated as provided in this Wireless Services Agreement or in any transaction agreement between you and FARMERS EDGE (the "**Term**").

12. **TERMINATION.** The parties agree that:

- (a) FARMERS EDGE shall have the right to terminate this Wireless Services Agreement, at any time and without cause, upon the provision of one (1) month's written notice to End User.
- (b) In the event End User fails to pay any amounts due to FARMERS EDGE pursuant to this Wireless Services Agreement or any transaction agreement between FARMERS EDGE and you, FARMERS EDGE can immediately terminate this Wireless Services Agreement and the rights and licences granted hereunder.

- (c) Subject to Section 12(a) and Section 12(b), in the event that a party (the “Defaulting Party”) breaches any material provision of this Wireless Services Agreement or fails to observe or perform any covenant or obligation applicable to it under this Wireless Services Agreement, the other party (the “Non-Defaulting Party”) has the right to serve written notice on the Defaulting Party of the Non-Defaulting Party’s intent to terminate this Wireless Services Agreement. The notice of intent to terminate shall specify the alleged breach or failure and if within thirty (30) business days of the date of delivery of such notice to the Defaulting Party, the Defaulting Party has not cured all of the defaults, the Non-Defaulting Party may, at its sole discretion, terminate this Wireless Services Agreement. Such termination shall be without prejudice to any other rights or remedies the Non-Defaulting Party may have in respect of such default.
- (d) End User agrees to pay any outstanding amounts owing to FARMERS EDGE to the effective date of termination of this Wireless Services Agreement. Such termination shall not relieve any of the parties from obligations incurred prior to the date of such termination and shall not relieve End User from any of the obligations which survive any termination for any reason of this Wireless Services Agreement.
- (e) If any party becomes insolvent or bankrupt, dissolves or winds up, this Wireless Services Agreement terminates immediately.
- (f) Where either party is given a right to terminate hereunder and does not exercise the same, such forbearance shall not be deemed to be a waiver of such party’s right to terminate upon any subsequent or future event by which such party has, or is provided with, the right to terminate this Wireless Services Agreement.

13. **GOVERNING LAW.** This Wireless Services Agreement will be construed and the legal relationships between the parties determined in accordance with the laws of the Province of Manitoba and the laws of Canada, without regard to conflicts of laws principles, and the parties expressly attorn to the exclusive jurisdiction of the courts of Manitoba for enforcement thereof. Notwithstanding the foregoing, either party may apply to the court to obtain injunctive relief and any other available equitable or legal remedy regarding any matter relating to their confidentiality or proprietary rights.

14. **GENERAL.** All rights and remedies of each party under this Wireless Services Agreement are cumulative and may be exercised at any time and from time to time, independently or in combination. If any provision of this Wireless Services Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of any other provision of this Wireless Services Agreement. No party shall be bound by any waiver of any provision of this Wireless Services Agreement unless such waiver is consented to in writing by that party. No waiver of any provision in this Wireless Services Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided. Time shall be of the essence herein. End User and FARMERS EDGE are independent contractors. No agency relationship or partnership exists between them, and neither of them has the right to enter into a contract on behalf of or as an agent or representative of the other. The parties shall execute and deliver, or cause to be executed and delivered, upon written request, any and all further documents and do all acts and things or cause such acts or things to be performed which may be necessary or desirable to give effect to the terms of this Wireless Services Agreement. The parties acknowledge that this Wireless Services Agreement and any existing transaction agreements between you and FARMERS EDGE, together with any schedules and appendices attached thereto, constitutes the entire agreement between the parties and

supersedes all previous representations or agreements, written or oral, between the parties hereto. You consent to the exchange of information and documents between us electronically over the internet or by email. You agree that this electronic agreement shall be equivalent of a written paper agreement between us.

15. **NOTICE.** Any notice required or authorized under this Wireless Services Agreement to be given by any party to the other parties shall be in writing and may be delivered in person or by courier or sent by prepaid registered mail and addressed to the addresses described on any transaction agreement between you and FARMERS EDGE or such other parties or such other addresses as a party shall notify the other parties in writing. Any notice given shall be deemed to be received on the date of delivery by person or by courier, as the case may be, or on the fifth business day following the date of mailing.

16. **LANGUAGE OF AGREEMENT.** The parties hereto confirm that it is their wish that this Wireless Services Agreement, as well as other documents related hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté à cette convention de même que tous les documents, y compris tout avis qui s'y rattache, sont rédigés en anglais seulement.

17. **OTHER REMEDIES.** Except as expressly provided herein to the contrary, the exercise of a right of termination or any other right or remedy by either party shall be without prejudice to such party's right, subject to the limitations set forth in this Wireless Services Agreement, to pursue any other right or remedy available hereunder or under applicable law.

18. **THIRD PARTY BENEFICIARY.** End User acknowledges and agrees that the Provider is expressly named as an intended third party beneficiary of this Wireless Services Agreement, with the right to enforce the terms of this Wireless Services Agreement directly against End User.

19. **SURVIVAL.** Any indemnity or any obligation of confidence under this Wireless Services Agreement is independent and survives termination or expiration of this Wireless Services Agreement. All obligations under this Wireless Services Agreement that necessarily extend beyond termination or expiration of this Wireless Services Agreement in order to fully achieve their intended purpose shall survive termination or expiration of this Wireless Services Agreement, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions, confidentiality provisions, licence provisions, representations, warranties, covenants, ownership provisions, disclaimers and limitation of liability provisions.

20. **ASSIGNMENT & ENUREMENT.** End User may not assign, transfer or encumber this Wireless Services Agreement, or any of its rights or obligations hereunder, without the prior written consent of FARMERS EDGE. Any attempted assignment, transfer or encumbrance without the required consent shall be void. The consent of FARMERS EDGE to any assignment of this Wireless Services Agreement shall not constitute FARMERS EDGE's consent to a further assignment. Notwithstanding this Section, this Wireless Services Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and permitted assigns.

21. **FORCE MAJEURE.** Neither party shall be liable for any failure or delay in performing its obligations under this Wireless Services Agreement, or for any loss or damage resulting therefrom, due to acts of God, the public enemy, terrorist activities, riots, fires, and similar causes beyond such party's control. In the event of such failure or delay, the date of delivery or performance shall be extended for a

period not to exceed the time lost by reason of the failure or delay; provided that the party affected by such delay is using commercially reasonable efforts to mitigate or eliminate the cause of such delay or its effects.

22. CHANGES TO WIRELESS SERVICES AGREEMENT. FARMERS EDGE RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, AMEND, MODIFY, ADD OR REMOVE TERMS AND CONDITIONS CONTAINED IN THIS WIRELESS SERVICES AGREEMENT, AT ANY TIME, WITHOUT FURTHER NOTICE BY POSTING ANY CHANGES. ANY NEW TERMS OR CONDITIONS WILL BE EFFECTIVE AS SOON AS THEY ARE POSTED. IT IS YOUR RESPONSIBILITY TO CHECK THIS WIRELESS SERVICES AGREEMENT AND THE WEB LINK THERETO PERIODICALLY AND YOU ARE DEEMED TO BE AWARE OF SUCH CHANGES. YOUR CONTINUED USE OF THE WIRELESS SERVICES FOLLOWING THE POSTING OF SUCH CHANGES WILL MEAN THAT YOU ACCEPT AND AGREE TO THE CHANGES. IF YOU DO NOT AGREE TO THE CHANGES, PLEASE STOP USING THE WIRELESS SERVICES AND CONTACT FARMERS EDGE IMMEDIATELY.

23. CONTACT US. If you have any questions, concerns or comments, please contact us at:

Farmers Edge Inc.

Mailing Address: 25 Rothwell Road, Winnipeg, MB R3P 2M5

Telephone No.: 1 (866) 858-4651

E-mail: support@farmersedge.ca