

SERVICE CONTRACT

This Contract is made and entered into this ____ day of _____, 20__, by and between _____ (hereinafter referred to as "Client") and MIDWEST ADVANCED CROP CONSULTING, INC., an Indiana Corporation (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Client desires to retain a person or firm to provide certain consulting services in accordance and compliance with the services as described in Exhibit "A" (hereinafter the "Services"), attached hereto and incorporated herein;

WHEREAS, Consultant agrees to render the aforesaid consulting services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the payments to be made by Client, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following:

1.00 Engagement in Services

1.01 Client hereby engages Consultant, to provide and perform the Services set forth in Exhibit A, and the Consultant hereby accepts the engagement.

1.02 Consultant shall comply with all statutes, ordinances, laws, rules, and regulations which may be applicable to the provision of the Services hereunder.

2.00 Fees

Client agrees to pay to Consultant the amount specified (at the time specified) on Exhibit "B" attached hereto and incorporated by reference. Interest shall accrue on all unpaid amounts at the rate of two (2%) percent per month.

3.00 Indemnification

3.01 With regard to the Services and information to be provided by Consultant pursuant to the terms of this Contract, the Consultant shall not be liable to Client, or to anyone who may claim any right due to its relationship with Client, for any acts or omissions in the provision of said Services on the part of the Consultant, the part of the agents or employees of the Consultant, or for any acts or omissions of Client unrelated to the provision of Services herein; except when the acts or omissions of Consultant are due to its willful

misconduct. Client shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from or growing out of the Services rendered to Client pursuant to the terms of this Contract or in any way connected with the rendering of said Services, except when the same shall arise due to the willful misconduct of Consultant as determined by a court of competent jurisdiction.

3.02 Client agrees that the liability of Consultant and its officers, agents, employees, and Consultants, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to Consultant for the analysis or recommendations or other associated services that gave rise to the claim being asserted by Client. In no event shall Consultant its officers, agents, employees and Consultants, be liable for any special, incidental or consequential damages.

3.03 CONSULTANT DOES NOT GUARANTEE OR WARRANT YIELD GAIN OR LOSS BASED ON THE SERVICES AND INFORMATION PROVIDED.

4.00 Termination and default

In the event Client fails to pay the required sums described under Section 3.00, this Contract shall, at the option of Consultant, wholly cease and terminate. Consultant shall have the right to institute and maintain a suit to collect all fees owed in the proper court, plus interest at a rate of two (2%) per month. Said remedy shall be in addition to, and not in place of, all other remedies provided Consultant at law or inequity.

5.00 Confidentiality

5.01 Any Services or other information provided to the Client is proprietary and shall be held strictly confidential between Client and Consultant. Client agrees not to disclose, disseminate, or commercially utilize the Services or other information provided by Consultant in any manner which may be detrimental to Consultant.

5.02 In the event of breach of this Section 5.00, the entire amount remaining to be paid under Section 2.00 shall immediately become due and owing. Consultant may, in addition to any other remedy at law or in equity, retain the accelerated fee paid pursuant to this Section as liquidated damages and terminate the provision of Services and information hereunder.

6.00 Miscellaneous

6.01 This Contract and all covenants herein contained shall be binding upon the parties hereto, their heirs, personal representative, successors, and assigns.

6.02 This Contract shall constitute a full understanding between the parties herein, and no other Contract, unless in writing and signed by the parties hereto, shall be binding.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the date first above written.

CONSULTANT:

CLIENT:

MIDWEST ADVANCED
CROP CONSULTING, INC.

By: _____

Please send Contract
and Check to:
MACC Inc.
9812 Westport Rd
Marysville, IN 47141
cdvissing@yahoo.com
502-727-4518

EXHIBIT A
Scope of Services

Education on advanced agronomy and techniques.

Data collected in real world high yielding corn environments.

EXHIBIT B
Fees

INITIAL ONE:

_____ Three equal installments of \$3000 (Total \$9000) paid as follows:

First Installment due upon execution of the Contract;
Second Installment due on November 1, 2023;
Third Installment due on November 1, 2024.

-- OR --

_____ One time payment of \$8500 due upon execution of the Contract.

Please send Contract and Check to:

MACC Inc.

9812 Westport Rd Marysville, IN 47141

cdvissing@yahoo.com 502-727-4518

Farm Name:_____

Farm/Mailing Address:_____

Member #1:_____ Phone #_____

Email_____

Member #2:_____ Phone#_____

Email:_____

Member #3:_____ Phone #_____

Email:_____