



CONSULTANT AGREEMENT

THIS AGREEMENT MADE THIS DAY OF A.D. BETWEEN:

Client Name:

(hereinafter referred to as the Client)

OF THE FIRST PART

-AND-

D.V. MANAGEMENT LTD. O/A KEYSTONE MARKETING SERVICES

(hereinafter called "the Consultant")

OF THE SECOND PART

AGREEMENT

THIS AGREEMENT witnesseth that in consideration of the covenants hereinafter set forth, the parties covenant and agree as follows:

- 1) The Client engages the Consultant to provide business risk management and marketing support services as set out in this Agreement, for the period commencing on _____ and terminating _____
- 2) In consideration of the services to be rendered by the Consultant hereunder, the Client shall pay the Consultant according to the **Method of Payment**, Schedule B attached and forming part of this Agreement.
- 3) The Consultant shall, under the direction of the Client's President or designate, provide business risk management consulting services and commodity marketing support services as required by the Client. The specific duties and responsibilities of the Consultant and Client are outlined as follows and form part of this Agreement.
- 4) The Consultant shall provide marketing support services for the Client for each of the Client commodities listed in Schedule A attached and forming part of this Agreement in accordance with the fee schedule as provided by the Consultant to the Client for the time period covered by this Agreement. The Client agrees to market all such commodities provided to the Consultant listed in Schedule D exclusively through the marketing and consultation services of the Consultant, which includes the Comprehensive Risk Management Program, provided by the Consultant under the terms and conditions of this Agreement.

I. CONSULTING SERVICES

The Consultant shall perform the following services:

- A. The Consultant shall provide business risk management consulting services and marketing support services for the Client for the purpose of reducing business risk and commodity market risks in order to improve the financial stability of the Client's business.
- B. The Consultant shall collect the necessary information to prepare and implement a Comprehensive Business Risk Management Program for the Client in a form and in accordance with guidelines and operating procedures established within the Client Consulting Agreement.
- C. The Consultant will provide marketing support services for each of the Client products provided to the Consultant listed in Schedule C attached and forming part of this Agreement, in accordance with guidelines and operating procedures established in the Consulting Agreement. The Client hereby acknowledges and confirms that marketing support services pertains only to the specific commodities set forth in Schedule D attached hereto, and Client agrees to market all such commodities exclusively through the marketing and consultation services provided, which includes the Comprehensive Business Risk Management Program, provided by the Consultant under the terms and conditions of this Agreement.

II. CONSULTANT'S RESPONSIBILITIES:

- A. The Consultant shall work closely with the Client and treat all information provided by the Client in a confidential and professional manner. The Consultant will not engage in any conduct, which is in any way detrimental to the Client or the conduct of the Client's business.
- B. The Consultant will provide the Client with a written Agreement prepared by the Consultant and approved by the Client and submit a signed copy of the Client Agreement to the Client prior to commencing business risk management consulting and commodity market support services.
- C. The Consultant shall collect the necessary information to prepare and implement a business risk management plan for the Client at such time and in such manner, as Consultant deems appropriate.
- D. The Consultant shall not, and is not authorized by this Agreement to, hold, transfer or control, possess or handle in any manner the funds, commodity proceeds, or other property of the Client.
- E. The Consultant may rely upon Client's written designation of any Authorized Representative(s) until it is revoked or changed in writing by Client. Client agrees that Consultant may assume all orders given to it by such Authorized Representative(s) are authorized by Client and shall have the same authority and standing as orders issued by Client. Client understands and agrees that Consultant has no responsibility to and will not monitor compliance of Client or Client's Authorized Representative(s) with any law or regulation governing Client's conduct as fiduciary or otherwise.
- F. Consultant shall provide the Client with confirmation of cash marketing and other actions taken on behalf of Client pursuant to the terms of this Agreement. Consultant shall request that any broker or other third party agent of the Client provide the Consultant with copies of confirmation of cash sales, commodity futures, options, crop insurance premiums/ payments and any other transactions taken on behalf of the Client pursuant to the terms of this Agreement. Any notices or confirmations sent to Client shall be conclusively deemed accurate and complete if not objected to in writing within (5) business days after transmittal

to Client by mail or otherwise. All such objections to Consultant under this provision shall be effective only if received by Consultant according to the terms and conditions set forth in the provision entitled Notice herein. Upon receipt of notice from Client as to a disputed transaction, Consultant and Client shall investigate the matter and cooperate in good faith to resolve the dispute. Should the dispute not be resolved in good faith, Consultant and Client agree to the Resolution of Disputes clause forming part of this Agreement

- E. The Consultant shall invoice the Client for his/her business risk management consulting and marketing support services upon submission of the signed Client Agreement and the Client's receipt of Consultant's fees. All consulting and market support fees shall be made payable to the Consultant.

CONSULTANT REPRESENTATIONS AND WARRANTIES

- A. In connection with its business risk management and marketing support services, the Consultant will assist the Client, with the requisite signed Power of Attorney, in managing the Client's commodity merchandising program, executing transactions and attaining timely and useful information to implement the Comprehensive business risk management plan using various cash commodity marketing contracts, government support programs, crop insurance products and commodity futures and options contracts, as directed by the client.
- B. The Consultant will provide specific marketing and business risk management consultation services set out herein in an attempt to increase the commodity price received and or reduce the volatility and carrying costs in the cash market in the Client's trading area, reviewing with the client, various marketing strategies and techniques which include but are not limited to, cash contract negotiations, basis analysis, forward pricing, hedging with commodity futures and options contracts, government support programs and the provision of enhanced market intelligence and communications through professional trade resources.
- C. The Consultant shall not be responsible for the actions of any commodities broker, which shall include but not be limited to; broker errors, negligence, or inability to execute orders. The Consultant shall not be responsible for any delays in the failure of transmission or communication facilities, or to any other cause or causes beyond the Consultant's reasonable control or anticipation.
- D. It is the general practice of the Consultant to limit consulting and market support services on any market transactions for a particular client to transactions that are reasonably associated with the commodities the Client has in store, actual planned production, or inventories available to market for the time period covered by this agreement. Any commodity market transactions which are not reasonably associated with those commodities which are in store, actual planned production, or inventories available to market as determined by the Consultant are beyond the scope of this Agreement.
- E. Consultant hereby makes the following representations and warranties and acknowledges that Client has relied thereon in entering into this Agreement

III. CLIENT'S RESPONSIBILITIES:

- A. The Client shall work closely with the Consultant and treat all information provided by the Consultant in a confidential and professional manner.

- B. In order that the Consultant may perform its obligations to provide business risk management consulting and marketing support services efficiently and effectively, the Client will provide promptly such crop production, financial and other information including but not limited to the following; any changes in finances, cropping plans, yield projections, historical and current production information, graded inventories, historical and projected business margin calculations, target prices and/or any other information that the Consultant may request from time to time to draft and complete a Comprehensive Business Risk Management program as part of the consultation and support services described herein.
- C. The Client hereby acknowledges and confirms that the marketing support services pertains only to the specific commodities set forth in Schedule C attached hereto and Client agrees to market all such commodities exclusively through the marketing and consultation services, which includes the Comprehensive business risk management plan provided by the Consultant under the terms and conditions of this Agreement.
- D. The Client is responsible to, and the Client shall, notify the Consultant promptly of any circumstances that may change crop acreage, production data, graded inventories, anticipated quantities to market, or in any way materially effect the Client's marketing plan or prevent or delay the delivery and sale of any or substantially all of the Client's anticipated commodities throughout the term of this contract.
- E. The Client authorizes the Consultant to request and obtain any further information that the Consultant deems necessary from the Client's Agriculture and Agri-Food Canada Business Risk Management Suite (AgriInvest,AgriStability,AgriRecovery,AgriInsurance, Advance Payments Program) Private Insurance, Canadian Wheat Board or other trade sources to assist in completing the consulting and marketing support services described herein. The Consultant shall not be liable for so acting.
- F. The Client agrees to notify promptly the aforementioned agencies and trade sources of the nature and general terms of this Agreement, and further to hold harmless such agencies and other trade sources and its agents and employees from and against any claims or damages that may result from the request or disclosure of such information.
- G. The Client may execute one or more Power(s) of Attorney granting the Consultant and its agents such powers as are reasonably necessary to complete the marketing and consultation services described herein. If the Client does not execute such Power(s) of Attorney in a form acceptable to the Consultant, Client assumes any and all responsibility for marketing Client's commodities and this Agreement shall constitute a business risk management consulting agreement only.
- H. The Client agrees at all times to provide at least one reliable communications link so that Consultant may communicate readily with Client

IV. JOINT RESPONSIBILITIES:

- A. Based upon the information provided by the Client to the Consultant, the Consultant's experience, understanding, and knowledge of commodity product markets, and any other pertinent information available, the Consultant will make business risk management and marketing recommendations to the Client. These recommendations are not guaranteed to provide profit to the Client and the Client is not required to follow the recommendations.

V. DEFINITIONS:

Agreement - The Agreement between the Consultant and Client outlining the terms and conditions of business risk management and market support services provided to the Client by the Consultant.

Client - The individual or organization to which the Consultant shall provide business risk management and commodity marketing support services.

Consultant - The individual or organization contracted by the Client to provide a business risk management consulting and commodity product market support services to the Client.

Client Agent - The individual or organization who is authorized by the Client to act as agent for the Client.

Client Information- The name, address, telephone number, fax number, Internet address, and any client licenses, contracts or permits recorded by the Consultant and carried on the books of the Consultant.

Agency and Trade Source Information- The name, address, telephone number, Internet address, and any associate licenses, contracts or permits recorded by the Consultant and carried on the books of the Client.

Client Sales & Inventory Report - The present and projected Client commodity production, graded inventories and sales and supporting detail in a form approved by the Client for use by the Consultant to provide business risk management and marketing support services .

VI. CANCELLATIONS AND TERMINATION:

The Consultant or Client may elect to cancel this Agreement prior to its expiration by giving a thirty-(30) day written notice to the other party. In the event of cancellation the Consultant shall be entitled to the full amount of money due for work by him/her under the terms and conditions of this Agreement up to the effective date of such cancellation. In the event of failure of either party to fulfil any terms of this Agreement, this Agreement shall be terminated by the other party by giving written notice of his or her intention to do so to the address of the party in default, provided that the party in default has been given (10) days in which to remedy any such default after written notice thereof.

In the event of termination, the Consultant shall be entitled to the full amount of money due for work done by him/her under the terms of this Agreement up to the effective date of such termination, plus any expenses authorized and payable in accordance with Schedule A herein which forms part of this Agreement.

II. RESOLUTION OF DISPUTES:

All disputes arising out of the Agreement, its interpretation, performance or breach, shall be submitted in arbitration in accordance with the Arbitration Act, 1992 of Saskatchewan as amended.

VIII. MODIFICATIONS:

Changes to this Agreement may only be made in writing signed by both parties hereto or their respective successors or assigns.

Any notice pursuant to this Agreement may be given by registered mail addressed to Client, and shall be deemed to have been received upon presentation and signature of the President of Client or designate.

IX. ASSIGNMENT:

This Agreement shall not be assignable by the Consultant without the prior written consent of Client.

X. BINDING EFFECT:

This Agreement shall ensure to the benefit and be binding upon the parties hereto and their successors and assigns.

XI. CONFIDENTIALITY:

Client agrees that the Consultant's business and marketing recommendations, systems, positions, trade relationships and portfolio management techniques are not to be disclosed to non-contractual parties under any circumstances without the prior written consent of the Consultant.

Consultant agrees that Client's information, systems positions, trade relationships and portfolio management techniques are not to be disclosed to non-contractual parties under any circumstances without the prior written consent of the Client as provided in the Managed Account Authorization provided and forming part of this Agreement.

XII CONTRACTUAL FEES

For services provided by the Consultant to the Client , the Client will be charged business risk management consulting and marketing support fees to be paid to the Consultant upon the submission of completed Client Agreement, Client Information, Client Sales and Inventory Reports and any other information the Consultant may request to develop a comprehensive business risk management program following the date of this Agreement. The contractual fees are outlined in Schedule B and form part of this agreement.

XIII. NOTICE

Any notice, report, or other communication required or permitted to be given under this Agreement and which is in writing shall be given by being mailed, emailed or faxed to the following addresses of the parties hereto:

Date:

Consultant Address:

Keystone Marketing Services
Box 541
White City Saskatchewan
S0G 5B0
keystone@sasktel.net
306-781-1027 fax

Client Address:

Any party may at any time give notice to the other party that it wishes to change its address for the purposes of this paragraph.

IV. SCOPE OF THE AGREEMENT

This Agreement and the attached schedule contain the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.

V. RISK & LOSS

The Client acknowledges that he or she is aware that commodity product marketing is highly speculative, that it is difficult to predict future price direction and the amount of change in commodity product prices; that prices are subject to sharp fluctuations; that any substantial price fluctuation may result in substantial loss to Client, and that Client is financially willing and able to sustain such loss. Client accepts the financial risks of commodity product marketing, and agrees that he/she will not hold the Consultant responsible for any losses incurred.

THE CONSULTANT ASSUMES NO RESPONSIBILITY UNDER THIS AGREEMENT OTHER THAN TO PROVIDE THE SERVICES CALLED FOR HEREIN IN GOOD FAITH, AND IT SHALL NOT BE RESPONSIBLE FOR ANY ACTION OF CLIENT IN FOLLOWING OR DECLINING TO FOLLOW ANY ADVICE OR RECOMMENDATIONS OF THE CONSULTANT.

CLIENT HEREBY STATES THAT HE/SHE HAS READ THIS AGREEMENT IN ITS ENTIRETY AND ACKNOWLEDGES THAT KEYSTONE MARKETING SERVICES IS A CORPORATE ENTITY AND NO OTHER WARRANTIES OR REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY INDIVIDUALS ACTING ON BEHALF OF KEYSTONE MARKETING SERVICES OR BY THEMSELVES TO INDUCE EXECUTION OF THIS AGREEMENT.

Dated this day of , A.D. 20

CLIENT:

KEYSTONE MARKETING SERVICES:

Per: _____
(signature)

Per: _____
(signature)

WITNESS:

WITNESS:

Per: _____
(signature)

Per: _____
(signature)

Schedule A

Eligible Consulting & Marketing Support Expenditures Shall Include:

- 1) Consultant time spent on developing a written business risk management plan for Client consideration and implementation
- 2) Consultant time spent on providing Client project management and Client marketing support services
- 3) Travel and sustenance expenditures, for carried on work away from the consultant's designated headquarters, over and above 3 face to face meetings in connection with the performance of the Consultant's obligations under this Agreement at an equivalent rate for the tariff of travel and sustenance expenses approved under the Public Service Act in Saskatchewan for employees in the Public Service. The designated headquarters for the Consultant shall be White City Saskatchewan or as mutually agreed between the Consultant and Client.
- 4) Marketing support (brokerage) fees as agreed to by Consultant and Client for each of the commodities products listed in Schedule C worksheet attached and forming part of this Agreement, in accordance with guidelines and operating procedures established in the Consulting Agreement.

Farm business overview:

- Describe management's tolerance/aversion to risk
- Identify the risks inherent in the farm business and outline plans to manage these risks
- Describe applicable risk factors (i.e. production, marketing, export, vendor, legal, environmental, human-resource (death/disability), policy, and financial risks and how these risks will be mitigated

Risk management strategy:

- Prepare a risk assessment on applicable risks including insurance considerations
- Outline contingency and disaster plans where needed
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Action plan:

- Identify and explain the targets, timetables, and key responsibilities for implementing the plan
- Outline accountability for plan monitoring, timing of reports, and a process for follow-up

Strategic Risk Management Implementation plan:

- Provide client with a managed trade account in verified cash markets.
- Provide client with a managed trade account in derivatives markets as required
- Performance measurement analysis and data inputs using Ag Mpower farm management software www.agmpowr.ca or suitable client provided software
- Provide financial projections and analysis based upon market variables and incorporating the analysis and recommendations from above into the strategic risk management plan
- Provide training in risk management as required
- Advise client on other business management services, which will facilitate implementation of the risk management strategy (i.e., accountants, legal, wealth management and insurance related consultants)
- Review and update for the next business cycle

**Schedule B
Method of Payment**

Client shall pay Consultant an initial payment for the consulting services described herein compensation equal to the agreed upon % of the gross sales proceeds under management calculated as consulting services upon signing the Agreement (Client Rate Schedule attached to and forming part of this Agreement), in connection with the Comprehensive Risk Management Program during the initial term of this Agreement.

Client shall pay Consultant for the balance of consulting services described herein compensation equal to the % of the gross sales proceeds under management calculated as consulting services invoiced monthly during the remaining term of the Agreement .

Client shall pay Consultant for the remaining balance consulting services described herein compensation equal to agreed upon % of the gross sales proceeds under management remaining balance calculated as consulting services upon submission of final report of Consultant to the Client (Client Rate Schedule attached to and forming part of this Agreement) in connection with the Comprehensive Risk Management Program during the term of this Agreement.

Initial Payment:

Due upon signing this agreement

Date: _____

Amount due:

Monthly Payment:

Due within 180 days of signing this agreement

Date: _____

Amount due:

Final Payment:

Due upon submission of final report

Date: _____

Amount due:

Marketing (Brokerage) Support Services

The Consultant shall negotiate the terms and conditions of sale for commodity products using various types of cash contracts including but not limited to: production contracts, marketing contracts and technology license agreements.

The Client shall pay the marketing support (brokerage) services fees incurred for commodity products marketed by the Consultant for the Client within the terms of this Agreement for each of the Client products listed and forming part of this Agreement.

Marketing (brokerage) support service fees are in addition to the Consulting service fees as provided for during the term of this Agreement.

Client Inventory Worksheet

The Client Inventory Position Statement /Worksheets /Spreadsheets **Schedule C** provided by the Client to the Consultant from time to time as requested by the Consultant, shall form part of this Agreement.

Client Rate (Fee) Schedule

The Client Rate Schedule attached, and any revised rate (fee) schedule sent by the Consultant to the Client from time to time, shall form part of this Agreement. Consultant reserves the right to change the Rate (fee) schedule from time to time, but in no event more than once per year.

Client Rate Schedule C

The Client Fee Schedule for the current 1-year term commencing date of signature of this Agreement by the respective parties to this Agreement shall be calculated as:

2% of gross receipts under management as documented in The Client Inventory Position Statement /Worksheets /Spreadsheets provided by the Client to the Consultant **(Schedule C)** and forming part of this Agreement.

MANAGED ACCOUNT AUTHORIZATION

I/we, the undersigned, do hereby make, constitute and appoint _____

my/our true and lawful attorney, and agent, in fact for me/us and in my/our name, place and stead, and for my/our account (either individually or jointly with another or others) to buy and sell cash commodities through the firm of Keystone Marketing Services. The power to sell shall include the power to make short sales.

I/we hereby ratify and confirm all that my/our agent and attorney-in-fact shall lawfully do or cause to be done in the premises. Confirmation of trades made on my/our behalf and risk will be mailed to me/us the same day a trade or trades are consummated, and an accurate account of my/our transactions will be kept. I/we will indemnify you and pay promptly, on demand, any fees arising from such trades and any debit or deficit balance due thereon.

My/our agent and attorney-in-fact is not authorized to hold, transfer, control, possess or handle property either in my/our name or otherwise. This power of attorney will remain in full force and effect until receipt from me/us by Keystone Marketing Services of a written notification of my/our revocation thereof.

Customer's Signature

Date

Customer's Signature

Date

Customer's Signature

Date

Customer's Signature

Date