
GROUNDBREAKERS PROJECT AGREEMENT

PROJECT INFORMATION

Project Name:

Project Description:

Date of Project Award:

Project Duration: *(6 weeks or more; to be determined by GroundBreakers team and awardee)*

AWARDEE INFORMATION

Main Point of Contact:

Team Members:

The following details the Agreement made between The Yield Lab Institute (YLI)/GroundBreakers (GB) and the Project Team in regards to expectations, deliverables, provision and additional project and ownership terms of Projects awarded through the GroundBreakers program.

Scope of Project Summary

The description entered here will be submitted to the team and revised as necessary through negotiation with the GroundBreakers staff.

Final Project Deliverables

The description entered here will be submitted to the team and revised as necessary through negotiation with the GroundBreakers staff. It should include what work product will be delivered to GroundBreakers and supporting members at the close of the 3-6 months project duration.

Key Project Milestones

Dates and milestone description will be determined by the Awardee depending on length of project duration, with input as necessary by the GroundBreakers staff.

| | |
|----------|--|
| Date TBA | Project Kick-Off Meeting |
| Date TBA | Early milestone to establish expectations are aligned |
| Date TBA | Mid-Point milestone to establish expectations are aligned |
| Date TBA | Completion milestone to align expectations on project deliverables |
| Date TBA | Final delivery of project deliverables or project report |

GroundBreakers will provide

1. Cash Award
 - a. \$_____ (USD) dispersed as follows
 - i. ____% at Project Kickoff
 - ii. ____% at Midpoint Milestone
 - iii. ____% upon acceptance of Final Project Deliverables
2. In-Kind Support
 - a. *description of support*
 - b. *description of support*
 - c. *description of support*
 - d. *description of support*
3. Project Advising by the following individuals
 - a. *Name, company, title*
 - b. *Name, company, title*
 - c. *Name, company, title*
 - d. *Name, company, title*

Awardee will provide

1. A single point of contact for the Project Team who will be responsible for
 - a. Maintaining full knowledge of work by the project team.
 - b. All communication to GroundBreakers of Project progress.
 - c. Attending a weekly 30 minute call with GroundBreakers staff for the duration of the Project.
2. All means, personnel, materials, tools and data to execute the Project as proposed (with the exception of any in-kind service offered by the GroundBreakers staff and Members).
3. Project progress updates as requested by the GroundBreakers staff.
4. Project Deliverables as defined in this agreement.
5. Attendance at occasional GroundBreaker Member Meeting at the request of the GroundBreakers staff and the members during the duration of the Project.
6. Participation in feedback surveys and data collection as requested by the GroundBreakers staff in regards to the GroundBreakers program.

Project Terms

1. This Agreement represents a work for hire agreement. Awardee will complete Project per the project scope, using the resources and advising provided by GroundBreakers. They will issue a report to GroundBreakers at the end of the Project detailing what they have accomplished and learned.
2. The purpose of this Agreement is to develop, demonstrate and validate key ag- and foodtech innovations (either technologies or methods) and share information from that process to develop innovative capacity in the agrifood ecosystem. GroundBreakers may disclose information regarding the Project to its affiliates and advisors for these purposes Both parties

may disclose information regarding this Project in the process of raising capital and for other reasonable business purposes.

3. The Awardee represents that they have all necessary rights and licenses to do this work as detailed in the project scope.
4. The Awardee is the sole owner of the work product that results from this Project. GroundBreakers claims no equity, IP ownership, or other rights to Awardee's team, company, organization or findings.
5. GroundBreakers may publicize any project details and/or findings at the conclusion of the Project duration. GroundBreakers maintains first publishing rights through any outlet of the Project details, process, deliverables and learnings. Awardee may publish any of the preceding through any outlet only after GroundBreakers has done so.
6. Neither GroundBreakers nor the Awardee will be required to sign NDAs for this Project. Either party may, at its own discretion, sign separate agreements for investment, funding, joint development projects, or side projects with or without NDAs with each other, advisers or other entities participating in this Project.
7. GroundBreakers and its affiliates evaluate, develop and fund technology which may be similar to that developed during this Project, and funding of this Project does not preclude GroundBreakers or its affiliates from evaluating, developing or funding technology similar to or that may be deemed in competition with the Awardee's.
8. Neither party endorses the other, nor will either party knowingly disparage the other.
9. Both parties indemnify and hold harmless the other party.
10. This Agreement and any disputes arising from it are governed by the laws of the State of Missouri in the United States of America.

GroundBreakers Signature

Date

Awardee Signature

Date