



# FARM & TRADE Inc



## Jeremy Zwinger

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## MEMBER / ADVISOR COMMITMENT LETTER

Seller/ Grower Info:

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone & Fax: \_\_\_\_\_

Beginning Crop Year: \_\_\_\_\_ Acres Committed: \_\_\_\_\_

Variety: \_\_\_\_\_ Estimated Quantity (cwts): \_\_\_\_\_

By signing this commitment letter, Seller/Grower ("Client") agrees to exclusively market the above quantity of rice with Farm & Trade Inc ("F&T"). In exchange, F&T agrees to provide Client with **monthly client reports** containing timely and relevant market information, **individualized advice** regarding the merits of selling or holding rice, and **unlimited phone support** to answer Client's questions. F&T agrees to work as an advisor to Client on issues related to the commodities market and the marketability of Client's crop. Client understands that information received from F&T, either verbally or in writing, is confidential and that sharing such information with non-clients may cause irreparable harm to F&T. Therefore, Client agrees that he/she will not forward client newsletters, reports or other communications to non-clients without the prior consent of Jeremy Zwinger. Client and F&T recognize and acknowledge that F&T will act as Client's advisor whether or not F&T is the ultimate seller of the crop. This Agreement does not transfer any title or legal claim to Client's commodity to F&T. However, by this Agreement, Client assures and guarantees to F&T that he/she will not interfere with F&T's rights and efforts to market Client's crop and will assure payment to F&T for its advising and marketing efforts for Client. Client will ultimately set the price for the commodity by means of separate offer sheets. To be clear, though F&T provides information and advice, the Client, as owner of the commodity, sets the final price and decides when to sell his/her commodity. In consideration of F&T's marketing and advisory services, regardless of whether F&T actually brokers the ultimate sale of Client's crop, Client agrees to pay F&T \$0.10/cwt, which shall be due and payable to F&T at the earlier of the date of the sale or the end of the marketing year (August 31<sup>st</sup>). Interest accrues on the unpaid balance after August 31<sup>st</sup>.

Please check this box if you would like this agreement to automatically renew each year. You may cancel any time after the first year with 30 days written notice to Farm & Trade.

### CLIENT

### FARM & TRADE Inc

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_