

Details

Program Guidelines

Set out below are the specific requirements which participants must abide by when participating in the ADM Program(s) pursuant to the Agreement.

A. Plant Cover Crops Programs.

USDA/ADM Climate Smart Commodities Funded Cover Crop Practice Program

- 1) Overview. Aims to promote soil health and reduce erosion through the planting of cover crops.
- 2) Program Requirements.
 - a. **Plant Cover Crop**. Plant a cover crop (e.g., cereal rye, oats, wheat, etc.) no later than NRCS accepted dates.
 - b. **Data Sharing**. Participating farmers are required to share FSA farmer, farm, field unique identifier data to be shared with USDA under USDA's Climate Smart Commodities Grant.
 - c. **Eligible Crops**: Corn, soy, wheat, canola, and/or peanuts need to be part of farmers rotation.
 - d. **Field Maps**. Report cover crop acreage on FSA-578 and give permission to county FSA offices to release all FSA-578 documentation including FSA certified maps to FBN which will be shared with Program Parties and used to verify acres farmed by the Farmer. In the event that FSA is unable to release the form, Farmer agrees to provide a copy of the form to Program Parties; Field maps can be shared through API's if information exists in other 3rd party platforms and API capability is allowed.
 - e. **Cover Crops**. By December 1, 2023, receive a consultation from an ADM approved Technical Assistance Partner or other approved consultant.
- 3) Qualifying Locations. Enrolled acres must be located in one of the following states: North Dakota, Minnesota, Nebraska, Kansas, Missouri, Iowa, Illinois, Indiana, Ohio, Georgia, Florida, Alabama, Mississippi, Texas, Arkansas, North Carolina, and South Carolina.
- 4) Program Restrictions. Farmers cannot be enrolled in another federally funded program like EQIP, CSP, RCPP.
- 5) Program Incentives. Farmers participating in the USDA/ADM Climate Smart Commodities Program are eligible for the following incentives as determined by ADM:
 - a. New practice on field in 2023 to be compensated at \$25 per acre; or
 - b. New practice on field later than 2018 but before 2023 to be compensated at \$15 per acre.

ADM Funded Cover Crop Practice Program

- 1) Overview: Individual farmer information will not be shared with USDA. Farmers may be enrolled in other federally funded programs like EQIP, CSP, RCPP.
- 2) Program Requirements:

- a. **Plant Cover Crop.** Plant a cover crop (e.g., cereal rye, oats, wheat, etc.) no later than NRCS accepted dates.
 - b. **Eligible Crops:** Corn, soy, wheat, and/or peanuts need to be part of farmers rotation.
 - c. **Field Maps.** Report cover crop acreage on FSA-578 and give permission to county FSA offices to release all FSA-578 documentation including FSA certified maps to FBN which will be shared with Program Parties and used to verify acres farmed by the Farmer. In the event that FSA is unable to release the form, Farmer agrees to provide a copy of the form to Program Parties; Field maps can be shared through API's if information exists in other 3rd party platforms and API capability is allowed.
 - d. **Cover Crops.** By December 1, 2023, receive a consultation from an ADM approved Technical Assistance Partner or other approved consultant.
- 3) Qualifying Locations: Enrolled acres must be located in one of the following states: Nebraska, Kansas, Minnesota, Iowa, Illinois, Indiana, Georgia, Florida, Alabama, Mississippi, Texas, Arkansas, North Carolina, South Carolina.
 - 4) Program Incentives. Farmers participating in the ADM funded Cover Crop Practice Program are eligible for the following incentives as determined by ADM:
 - a. Plant cover crops on field in 2023 to be compensated at \$10 per acre

B. ISCC/Emission Scoring Program

- 1) Overview: Aims to measure, monitor, and reduce greenhouse gas emissions associated with farming activities. The International Sustainability and Carbon Certification (ISCC) scoring system will be used to assess the carbon footprint of the farm ("CI Score").
- 2) Program Requirements:
 - a) Enrolled farmers must complete and sign a ISCC self-declaration and sustainability form.
 - b) Farmer must deliver to accepted ADM delivery locations.
 - c) Scoring will be for crop planted in the spring of 2023, harvested in fall of 2023, and delivered fall of 2023 through September of 2024.
 - d) Enrolled farmers must complete a wrap-up survey and **submit data through the FBN data platform by December 1, 2023** detailing up to two years of their production activities to complete a carbon intensity score on all enrolled fields.
 - e) Farmers with Fieldprint Calculator accounts must grant FBN delegate access to their accounts. Farmers will be rewarded a premium per bushel on grain delivered to approved ADM destinations.
 - f) CI Score will be based on calculated impacts of production practices on emissions density of production, specific to the farmer's geography; Lower scores tend to be derived from robust nutrient management plans, such as no-till, efficient herbicide/pesticide use, and yields. Please note that the formula for calculating CI Scores under the ISCC/Emission Scoring Program excludes carbon sequestration.

- g) Farmers must be ISCC certified to be eligible to receive Program Incentives.
- 3) Qualifying ADM Delivery Locations: Farmers who do not deliver to the following ADM locations do not qualify for Program Incentives under the ISCC/Emission Scoring Program.
- a) **Corn Delivery Locations**: Marshall, Minnesota; Columbus, Nebraska, Cedar Rapids, Iowa; Clinton, Iowa; Decatur, Illinois; Curran, Illinois; Hume, Illinois; Macon, Illinois, Mt. Auburn, Illinois; Niantic, Illinois; Oakland, Illinois; Sullivan, Illinois; Taylorville, Illinois; Tuscola, Illinois.
 - b) **Soybean Delivery Locations**: Beech Grove, Indiana; Frankfort, Indiana; Fickle, Indiana; Fowler, Indiana; Montpelier, Indiana; New Haven, Indiana; Attica, Indiana; Brookston, Indiana; Hoopeston, Illinois; Logansport, Indiana, State Line, Indiana; Swanington, Indiana; Fremont, Nebraska; Lincoln, Nebraska; Decatur, Illinois; Curran, Illinois; Hume, Illinois; Macon, Illinois; Mt. Auburn, Illinois; Niantic, Illinois; Oakland, Illinois; Patoka, Illinois; Sullivan, Illinois; Taylorville, Illinois; Tuscola, Illinois; Weldon, Illinois; Clinton, Iowa; Burlington, Iowa; Havana, Illinois, Mendota, Illinois Region; St. Louis, Missouri; Sauget, Illinois, Mexico, Missouri; Deerfield, Missouri; New Madrid, Missouri; Mound City, Illinois; Evansville, Indiana region.
 - c) **Canola Delivery Locations**: Enderlin, North Dakota; Velva, North Dakota; Lloydminster, Alberta; Windsor, Ontario; Carberry Manitoba; Watson, Saskatchewan.
- 4) Program Incentives. Farmers participating in the ISCC/Emission Scoring Program are eligible for the following incentives as determined by ADM:
- a) **Corn Acres**: 2c/bushel premium for bushels delivered to accepted ADM locations for enrollment and 4c/bushel (2c + 2c for a total of 4c/bu) for scores that are below regional benchmark.
 - b) **Soybean Acres**: 5c/bushel premium for bushels delivered to accepted ADM locations for enrollment and 7c/bushel (5c + 2c for a total of 7c/bu) for scores that are enrolled and below regional benchmark.
 - c) **Canola Acres**: 5c/bushel premium for bushels delivered to accepted ADM locations for enrollment and 7c/bushel (5c + 2c for a total of 7c/bu) for scores that are enrolled and fall below regional benchmark.

C. Wheat Payments Program

- 1) Overview: Qualifying ADM wheat customers who participate in the Cover Crop or ISCC/Emission Scoring Programs may qualify for additional incentives under the Wheat Program by adopting certain sustainable farming methods and techniques, such as no-till or strip till, living roots year-round and nutrient management.
- 2) Program Requirements:
 - a) Must be an ADM wheat customer.
 - b) For winter wheat only applicable on wheat planted in 2022 to be harvested in 2023, for spring wheat applicable on wheat fields planted in spring of 2023.

- 3) Program Incentives. Farmers participating in the Wheat Program are eligible for the following incentives as determined by ADM:
- a) **No-Till or Strip Till**: Utilize either of these practices on enrolled wheat fields and Farmer will receive payment of \$2/acre on those enrolled wheat acres. Stackable with below payments
 - b) **Living Root**: Have a living root established on field year round. Double Crops of all kind qualify. Utilize living roots on enrolled wheat fields and Farmer will receive payment of \$3/acre on those enrolled wheat acres. Stackable with above and below payments.
 - c) **Nitrogen Balance**: Nitrogen levels must fall within N-Defense safe zone. If nitrogen levels fall within N-Defense safe zone, Farmer will receive payment of \$5/acre on those enrolled wheat acres.:
<https://www.edf.org/sites/default/files/content/N-Visible-what-the-n-balance-safe-zone-indicates.pdf> for more info.

Terms and Conditions

THIS ADM RE:GENERATIONS™ PROGRAM AGREEMENT ("**Agreement**") is a binding contract between Archer Daniels Midland Company ("**ADM**") and any eligible agricultural producer ("**Farmer**," "**you**," or "**your**") who completes the enrollment process to participate in one of ADM's sustainable sourcing programs ("**Program(s)**"). ADM and Farmer are collectively referred to as the "**Parties**."

BY CLICKING THE "SIGN" BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND (B) AGREE TO THE TERMS OF THIS AGREEMENT. YOUR RIGHTS AND OBLIGATIONS ARE SUBJECT TO THE TERMS OF THE AGREEMENT ON OR AFTER THE DATE YOU ACCEPT IT (THE "**EFFECTIVE DATE**"). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "FARMER" SHALL REFER TO SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT PARTICIPATE IN THE PROGRAM(S).

This Agreement was last updated on June 23, 2023. The Program(s) are offered by ADM and operated by its service provider, Farmer's Business Network Inc. ("**FBN**").

Section 1. Program Selection.

- A. Farmer may select one or more of the Programs listed below:
 - 1) Cover Crops Program(s): Involves the adoption or continued use of cover crops to promote soil health and reduce erosion.
 - 2) ISCC/Emission Scoring Program (Corn, Soybeans, Canola): Aims to measure, monitor, and reduce greenhouse gas emissions associated with farming

activities. The International Sustainability and Carbon Certification (ISCC) scoring system will be used to assess the carbon footprint of the farm.

- 3) Wheat Program: Qualifying ADM wheat customers who participate in the Cover Crop or ISCC/Emission Scoring Programs may qualify for additional incentives under the Wheat Program by adopting certain sustainable farming methods and techniques, such as no-till or strip till, living roots year-round and nutrient management.

Section 2. Program Requirements.

- A. Each Program has specific requirements, as detailed in the attached Program Guidelines. Farmer agrees to comply with all applicable requirements for the selected Program(s). You further agree to the following:
 - 1) Report cover crop acreage on FSA-578 and give permission to county FSA offices to release all FSA-578 documentation including FSA certified maps to FBN which will be shared with Program Parties and used to verify acres farmed by the Farmer. In the event that FSA is unable to release the form, Farmer agrees to provide a copy of the form to Program Parties; Field maps can be shared through API's if information exists in other 3rd party platforms and API capability is allowed.
 - 2) If requested by FBN or ADM, complete a survey or phone interview **by December 1, 2023** detailing up to two years of Farmer's production data. If Farmer already has a Fieldprint Calculator account, Farmer agrees to grant FBN delegate access to its account.
 - 3) Cost share has helped support farmer in the adoption or continued use of cover crops or any other practices that lead to positive environmental outcomes.
 - 4) To fully cooperate in any future audits and/or soil sampling conducted by a third party to verify information given to all parties involved. Such an audit will be coordinated by FBN at the cost of ADM. Information that could be required for future audit includes seed, fertilizer, other input receipts, visit to farm, questionnaire on other social practice actions. Only a small subset of all farmers will be randomly chosen for either soil sampling or on-site visits.
- B. Farmer acknowledges that acres and bushels enrolled in a Program cannot receive payment from other **privately** funded regenerative agricultural programs.
- C. Farmer acknowledges that failure to meet the Program requirements may result in the termination of their participation in the Program(s) at ADM's discretion.

Section 3. Provided that Farmer has complied with the obligations set forth in Section 2 ADM agrees to:

- A. **Connect** Farmer with technical assistance partners to provide cover crop/nutrient management expertise, mentorship, and answer questions about NRCS practice standards;
- B. **Provide** regular updates to Farmer on available educational opportunities through newsletters and other media;
- C. **Be available** to answer Farmer's questions regarding cover crop agronomy and/or the ISCC/Emission scoring and/or wheat payments;
- D. Pay Farmer by May 31st, 2024 the applicable amount for participating in the selected Program(s). The details of such amounts will be outlined in the Program Guidelines or communicated separately. Acres and bushels compensated in this Program cannot

receive payment from other **privately** funded sources. USDA/ADM funded acres cannot be in public funded program like EQIP, CSP, and RCPP as outlined for specific selections below. In no event shall ADM pay Farmer for more than total enrolled cover crop acreage and emission scoring acres as verified by FBN by remote sensing.

Section 4. FBN Membership; Data Submission. Membership in Farmer's Business Network ("FBN") is required for participation in the Program which is offered at no cost to producers enrolling in the Program. Farmer shall submit required Program data through FBN's carbon scoring and sustainability tech platform. FBN's use of data submitted through the platform is governed by FBN's Privacy Policy (policy at <https://www.fbn.com/privacy-policy>).

Section 5. Data. The Parties intend to share, in certain instances, details of the Farmer's data (including, but not limited to, Farmer's name, farm location, and cover crop acreage, which has been collected as part of this Agreement either (a) in a raw identifiable format or (b) in an aggregated and anonymized format (collectively, "**Farmer Data**") with certain third party program participants for the purpose of measuring, aggregating, verifying, subject to this Agreement (collectively, "**Third Parties**"). Third Parties would include soil sampling companies or a 3rd party verification company which will only be used on a small subset of farmers and will be coordinated with Farmer. All Farmer Data, including any production data that Farmer submits through the FBN platform, belongs to Farmer. Farmer hereby grants to ADM a nonexclusive, royalty free license to access and utilize data for aggregated reporting required to identify environmental impacts. Farmer further agrees that any data Farmer previously provided to ADM may be transferred by ADM to the FBN platform. Individual Farmer Data will not be shared outside of the participants outlined in contract. Final reporting will only be shared in aggregated form that does not list individual farms.

Section 6. In the event that Farmer receives other compensation for emission scoring acres related to carbon reduction, including but not limited to any other privately funded sources, ADM reserves the right to terminate this Agreement with thirty (30) days' notice. If upon Farmer account review and/or creation with new ADM Farmer, it is found that Farmer is not in good standing with ADM or if Farmer is not clear of any penalty, charge, quota, regulation, or encumbrance, governmental or otherwise of any nature whatsoever, ADM reserves the right to terminate the Agreement with thirty (30) days' notice.

Section 7. Methods of Communication. All notices and other communications permitted or required to be given under this Agreement shall be in writing, delivered and effective as follows to the address specified in this Agreement or at any other address subsequently provided by a notice in compliance with this notice provision: (a) delivered in person, effective upon personal hand delivery, (b) effective on business day after being sent by certified mail, postage pre-paid return receipt requested with written confirmation of receipt, (c) effective one business day after being sent by reliable nationally recognized overnight courier with written confirmation of receipt, (d) on written confirmation of facsimile transmission, or (e) by email or other electronic communication method such as posting on a designated internet portal, effective after the time sent (as recorded on the device from which the sender sent the email) or posted.

Section 8. Neither ADM, FBN, nor Technical Assistance Partner shall be liable to Farmer for any consequential, punitive, incidental or special damages.

Section 9. This Agreement contains the entire agreement between the Parties regarding the Program. This Agreement may not be amended except in a signed writing executed by Farmer, ADM, and Technical Assistance Partner.

Section 10. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the expiration of the Program. Either party may terminate this Agreement at any time, without cause.

Section 11. ISCC Statement. For maintaining good governance, Farmer is committed to conduct its businesses and operations honestly and ethically. We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate.

The Company adopts a zero-tolerance policy against all forms of Bribery and Corruption by its management, employees and any individual/organization acting for the Company and on its behalf and takes a strong stance against such acts. In addition, the company is complying with all the ethical practices including Human rights and work regulations.