

WE2U MEMBER PROGRAMME AGREEMENT

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IMPORTANT NOTICE

Please read this Agreement carefully before joining the WE2U Member Programme.

By signing this Agreement, selecting the online acceptance checkbox, entering an authorized PIN or otherwise accepting this Agreement electronically, the Member confirms that the Member has read, understood and agreed to its terms.

This Agreement governs general participation in the WE2U Member Programme, including the marketing and sale of agricultural products and the provision or coordination of programme support.

This Agreement does **not** by itself:

1. lease, transfer or grant WindBlow Inc. possession of any land;
2. authorize WindBlow Inc. or WE2U to assume full management of a farm;
3. create a long-term profit-sharing arrangement;
4. guarantee the purchase or sale of any agricultural product;
5. create a partnership, cooperative, employment relationship or joint venture; or
6. give a Member ownership rights in WindBlow Inc., WE2U or NuGrow Genesis.

Any property lease, full-service farm-management arrangement, long-term land-use arrangement or special investment arrangement must be governed by a separate written agreement signed by the relevant parties.

1. PARTIES

This WE2U Member Programme Agreement is made between:

WindBlow Inc., operating the WE2U Member Programme and NuGrow Genesis, with its principal business address at:

WindBlow Valley Road
WindBlow Valley, Belmont
St. George, Saint Vincent and the Grenadines

referred to in this Agreement as **“WindBlow,” “WE2U,” “we,” “us” or “our”;**

and

the person, farmer, producer, farm business, landowner, agricultural enterprise or other entity identified in the Member Registration Schedule,

referred to as the **“Member,” “you” or “your.”**

WindBlow and the Member may each be referred to as a **“Party”** and together as the **“Parties.”**

2. PURPOSE OF THE WE2U MEMBER PROGRAMME

The WE2U Member Programme is intended to connect farmers and other producers with markets, buyers, agricultural support, production information, inputs, logistics, training and related services.

The Programme may assist Members with:

1. identifying crops, livestock or other products for which market demand may exist;
2. coordinating production among Members;
3. promoting and marketing Member Products;
4. communicating buyer specifications;
5. negotiating potential sales;
6. coordinating collection, transportation, storage, processing, packaging or delivery;
7. providing or arranging seeds, seedlings, fertilizers, soil testing, equipment and other inputs;
8. providing or coordinating agronomic, veterinary, operational or business guidance;
9. supporting production records, traceability and financial recordkeeping through NuGrow Genesis;
10. providing training and information intended to improve production, quality and market readiness; and
11. developing aggregated reports and market intelligence for programme planning.

WE2U will use commercially reasonable efforts to support the Programme but does not guarantee that every Member Product will be purchased or sold.

3. DEFINITIONS

For purposes of this Agreement:

3.1 “Approved Costs”

Means costs that:

1. are listed in this Agreement, a Member Schedule, Project Schedule, Input Record, Service Order or other written record;
2. have been disclosed to or approved by the Member; or
3. are reasonably necessary to complete a confirmed transaction and are permitted under the relevant Project Schedule.

Approved Costs may include seeds, seedlings, fertilizer, soil testing, equipment rental, labour, harvesting, collection, grading, packaging, processing, transportation, storage, inspection, testing, export documentation and other agreed services.

3.2 “Buyer”

Means a person, company, hotel, restaurant, supermarket, exporter, processor, government agency, institution or other customer purchasing or considering the purchase of Member Products.

3.3 “Gross Sales Proceeds”

Means the amount actually received in cleared funds from a Buyer for Member Products, excluding:

1. VAT or other taxes collected for payment to a government authority;
2. refunds;
3. credits;
4. chargebacks;
5. amounts relating to rejected or undelivered products; and
6. any other exclusions stated in the relevant Project Schedule.

3.4 “Introduced Buyer”

Means a Buyer whose identity, contact information, purchasing opportunity or commercial relationship was first introduced to the Member through WE2U or developed through WE2U’s marketing, negotiation or programme activities.

A Buyer will not be treated as an Introduced Buyer where the Member can reasonably demonstrate that the Member had an active commercial relationship with that Buyer before WE2U's introduction.

3.5 “Member Products”

Means crops, livestock, animal products, plants, seedlings, processed goods or other agricultural items that the Member registers, produces, supplies or offers through the Programme.

3.6 “Net Sales Proceeds”

Means Gross Sales Proceeds minus:

1. the applicable WE2U Programme Fee;
2. Approved Costs;
3. refunds, credits or chargebacks;
4. transportation, packaging, processing or storage charges authorized under the Project Schedule;
5. outstanding amounts authorized for deduction under this Agreement; and
6. any legally required deductions.

3.7 “Programme”

Means the WE2U Member Programme operated by WindBlow Inc.

3.8 “Programme Fee”

Means the marketing, sales, administration or coordination fee payable to WE2U at the rate stated in the Member Registration Schedule or applicable Project Schedule.

3.9 “Project Schedule”

Means a written or electronic schedule, order, crop plan, supply agreement or project record setting out the commercial terms for a particular crop, product, Buyer, production cycle or transaction.

3.10 “NuGrow Genesis”

Means the digital platform used by WindBlow Inc. and WE2U to manage farmer registration, farms, crops, livestock, records, communications, transactions, agricultural support and related services.

4. MEMBERSHIP ELIGIBILITY AND REGISTRATION

4.1 Eligibility

A Member must:

1. be at least eighteen years old;
2. have legal authority to enter this Agreement;
3. provide accurate identity and contact information;
4. have the legal right to farm, produce or supply the Member Products registered under the Programme; and
5. comply with applicable laws, buyer requirements and Programme standards.

Where the Member is a company, partnership, organization or other entity, the person accepting this Agreement confirms that the person has authority to bind that entity.

4.2 Registration information

The Member agrees to provide accurate and reasonably complete information, including where applicable:

1. name and contact information;
2. farmer or Member identification number;
3. farm name and location;
4. land access or land-tenure information;
5. crops, livestock and production capacity;
6. planting and harvest information;
7. production methods;
8. certifications;
9. payment information; and
10. other information reasonably required to administer the Programme.

The Member must notify WE2U when important registration or production information changes.

4.3 Approval of membership

Submitting an application does not automatically guarantee acceptance into the Programme.

WE2U may approve, defer or decline an application based on Programme capacity, market requirements, location, production readiness, compliance history or other legitimate operational considerations.

4.4 Membership identification

WE2U may issue the Member a Member ID, farmer ID, account, PIN, activation link or other access credential.

The Member must:

1. keep credentials reasonably secure;
 2. avoid sharing a personal PIN with unauthorized persons;
 3. notify WE2U promptly if credentials are lost, stolen or compromised; and
 4. remain responsible for activities conducted through the Member's account unless the activity resulted from WE2U's failure to take reasonable security measures.
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5. PARTICIPATION IN PROJECTS

5.1 General membership

Membership allows a Member to be considered for Programme opportunities but does not require WE2U to offer, or the Member to accept, every project.

5.2 Project Schedule

Before a Member becomes obligated to produce or supply a specific product, the Parties should approve a Project Schedule containing, where applicable:

1. product or crop name;
2. variety;
3. projected quantity;
4. acreage or production area;
5. planting or production period;
6. expected harvest or delivery window;
7. applicable quality and grading standards;
8. packaging requirements;
9. delivery or collection arrangements;
10. indicative or confirmed pricing method;
11. Programme Fee;
12. Approved Costs;
13. payment terms;
14. Buyer requirements;
15. transaction type;
16. special inputs or services; and
17. any project-specific conditions.

5.3 Transaction types

A Project Schedule should indicate whether WE2U is acting as:

A. Marketing and coordination agent

WE2U markets the Member Products, coordinates the sale and receives payment from the Buyer on behalf of the Member.

Under this arrangement, payment to the Member is based on funds actually received from the Buyer.

B. Direct purchaser

WE2U purchases accepted Member Products directly from the Member at the price and on the terms stated in the Project Schedule or purchase record.

C. Programme coordinator

WE2U coordinates the project, but the Buyer purchases directly from the Member under an approved arrangement.

The Parties' rights and obligations may differ depending on the transaction type selected.

5.4 No automatic land or management rights

Participation in a Project Schedule does not give WE2U possession or control of the Member's land and does not authorize WE2U to operate the Member's farm unless a separate written agreement expressly provides otherwise.

6. WE2U RESPONSIBILITIES

Subject to Programme capacity, available funding, Buyer requirements and applicable Project Schedules, WE2U may:

1. provide Members with information about market demand;
2. recommend products or production opportunities;
3. market Member Products;
4. communicate with potential Buyers;
5. negotiate proposed prices and commercial terms;
6. coordinate production and delivery schedules;
7. provide or arrange technical guidance;

8. provide or arrange inputs and services;
9. facilitate quality inspections and testing;
10. coordinate aggregation, collection, storage, processing, packaging or transportation;
11. maintain transaction and account records;
12. provide the Member with statements of sales and deductions;
13. support traceability and recordkeeping through NuGrow Genesis; and
14. communicate material changes affecting a confirmed project.

WE2U will use commercially reasonable efforts in performing its responsibilities but does not guarantee:

1. that a Buyer will be secured;
2. any minimum sales volume;
3. any minimum or maximum price;
4. that a Buyer will pay on time;
5. that all Member Products will meet Buyer requirements;
6. any particular crop yield or production result;
7. that agricultural guidance will prevent crop or livestock losses;
8. that every Member will receive the same opportunity; or
9. that a particular market opportunity will continue.

7. MEMBER RESPONSIBILITIES

The Member agrees to:

1. provide accurate information about the Member's farm, production, crops, livestock and capacity;
2. produce and handle Member Products with reasonable care;
3. comply with applicable agricultural, food-safety, environmental, animal-health, labour, pesticide, veterinary and other legal requirements;
4. follow confirmed Project Schedules and Buyer specifications;
5. maintain reasonable production, input, harvest and treatment records;
6. notify WE2U promptly of any expected production shortfall, delay, disease, contamination, pest outbreak or other material problem;
7. avoid knowingly supplying unsafe, contaminated, stolen, illegally produced or falsely labelled products;
8. permit reasonable inspections connected with Programme participation;
9. use Programme-supplied inputs and equipment only for authorized purposes;
10. protect WE2U's confidential information and Introduced Buyer relationships;
11. comply with payment and cost-recovery obligations;
12. treat WE2U staff, field officers, Buyers and other Members respectfully;
13. avoid fraudulent, abusive, threatening or unlawful conduct; and
14. cooperate with reasonable product recall, investigation or traceability procedures.

8. PRODUCTION AND AGRICULTURAL PRACTICES

8.1 Responsible production

Members are expected to produce Member Products in a manner that reasonably protects:

1. human health;
2. animal welfare;
3. soil and water resources;
4. neighbouring properties;
5. workers;
6. consumers; and
7. the environment.

8.2 Inputs and treatments

The Member must:

1. use fertilizers, pesticides, herbicides, veterinary products and other treatments in accordance with applicable laws and product instructions;
2. observe required withholding and withdrawal periods;
3. disclose treatments where required for traceability or Buyer compliance;
4. avoid prohibited or unauthorized substances; and
5. notify WE2U of any treatment that may affect the sale, safety or certification of Member Products.

8.3 Programme guidance

WE2U may provide or coordinate production guidance. The Member remains responsible for:

1. evaluating conditions on the Member's farm;
 2. following product labels and legal requirements;
 3. requesting professional assistance when necessary;
 4. protecting workers, animals and consumers; and
 5. making final production decisions unless a separate farm-management agreement states otherwise.
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9. QUALITY, INSPECTION AND ACCEPTANCE

9.1 Quality requirements

Member Products must meet the quality, quantity, maturity, grading, packaging, traceability and safety requirements stated in the relevant Project Schedule or communicated by WE2U before delivery.

9.2 Inspection

WE2U, the Buyer or an authorized service provider may reasonably inspect, grade, weigh, sample or test Member Products.

An inspection may occur:

1. at the farm;
2. at collection;
3. at a WE2U facility;
4. during processing or packaging;
5. at delivery; or
6. at the Buyer's facility.

9.3 Rejection or downgrading

Member Products may be rejected, downgraded, quarantined, returned or redirected where they:

1. fail to meet agreed specifications;
2. are unsafe or contaminated;
3. are damaged, spoiled, immature or overripe;
4. contain prohibited residues;
5. lack required traceability;
6. were produced using undisclosed prohibited methods;
7. are delivered late;
8. differ materially from the agreed product; or
9. are rejected by the Buyer for a reason consistent with the Project Schedule.

9.4 Notice and evidence

Where reasonably practical, WE2U will provide the Member with notice of a material rejection or downgrade and the reason for it.

Photographs, inspection notes, weight records, test results, Buyer reports and digital records may be used to document the condition of Member Products.

9.5 Alternative sale

Where Member Products do not meet the original Buyer's requirements, WE2U may, with the Member's authorization where reasonably possible:

1. seek an alternative Buyer;
2. sell at a lower grade or price;
3. arrange processing;
4. return the products; or
5. arrange lawful disposal.

Associated costs may be deducted where permitted under the Project Schedule or approved by the Member.

10. MARKETING, SALES AND PRICING

10.1 Marketing authority

For Member Products registered under an approved Project Schedule, the Member authorizes WE2U to:

1. market and promote those products;
2. communicate relevant product and production information to potential Buyers;
3. negotiate proposed sales terms;
4. coordinate samples, inspections and deliveries; and
5. collect Buyer payments where WE2U is acting as marketing agent.

10.2 No guaranteed sale

A production recommendation, demand forecast, Buyer enquiry, crop listing or Project Schedule marked as provisional does not guarantee a completed sale.

A sale becomes confirmed only when the required commercial acceptance, order, purchase agreement or other confirmation identified in the Project Schedule has occurred.

10.3 Pricing

Prices may be:

1. fixed in advance;
2. based on grade or quality;
3. based on weight or quantity accepted;
4. based on prevailing market prices;
5. determined by a Buyer offer accepted by the Member;
6. calculated under a formula stated in the Project Schedule; or
7. determined through another disclosed method.

Unless otherwise stated, an estimated price is not a guaranteed final price.

10.4 Member authorization

WE2U will not knowingly complete a sale materially below an agreed minimum price without the Member's approval, except where the Project Schedule expressly authorizes a pricing formula or grade-based adjustment.

11. PROGRAMME FEE

11.1 Applicable fee

The Member will pay the Programme Fee stated in the Member Registration Schedule or applicable Project Schedule.

The default Programme Fee is:

20% of Gross Sales Proceeds

unless a different fee is stated in the applicable Project Schedule.

11.2 Services covered

Unless otherwise stated, the Programme Fee covers ordinary:

1. marketing;
2. Buyer communication;
3. sales coordination;
4. transaction administration; and
5. basic Programme recordkeeping.

11.3 Services not automatically included

The Programme Fee does not automatically include:

1. seeds or seedlings;
2. fertilizer or crop treatments;
3. soil or laboratory testing;
4. specialized agronomic or veterinary services;
5. land preparation;
6. labour;
7. harvesting;
8. equipment rental;
9. transportation;
10. storage;
11. packaging;
12. processing;
13. certification;
14. export documentation; or
15. other project-specific services.

Such items must be treated as Approved Costs or separately funded services.

12. INPUTS, SERVICES AND COST RECOVERY

12.1 Provision of inputs and services

WE2U may provide, finance, subsidize, lend, rent or coordinate inputs and services for the Member.

Each item should be recorded as one of the following:

1. a grant or no-cost support item;
2. a sale payable immediately;
3. a cost recoverable from future sales;
4. a loan;
5. rented equipment;
6. returnable property; or
7. another clearly identified arrangement.

12.2 Approval and records

WE2U will maintain a reasonable record of chargeable inputs and services, including:

1. date;
2. description;
3. quantity;
4. amount;
5. payment or recovery method; and
6. outstanding balance.

The Member may request a copy of the Member's input and service account.

12.3 Deduction authorization

The Member authorizes WE2U to deduct properly recorded and undisputed Approved Costs from amounts otherwise payable to the Member.

WE2U should identify such deductions on the Member's sales or account statement.

12.4 Disputed charges

The Member must notify WE2U of a disputed charge within thirty calendar days after receiving the relevant statement.

The Parties will review supporting records and attempt to resolve the dispute in good faith.

WE2U may withhold only the reasonably disputed amount while the matter is under review and should not withhold unrelated undisputed payments.

12.5 Equipment and returnable property

Equipment, tools, containers or other property identified as loaned, rented or returnable remain the property of WE2U or the relevant owner.

The Member must:

1. use the property with reasonable care;
2. avoid unauthorized sale or transfer;
3. report material loss or damage; and
4. return it when requested or when the relevant project ends.

The Member may be responsible for loss or damage caused by intentional misconduct, unauthorized use or failure to exercise reasonable care, excluding ordinary wear and tear.

13. PAYMENT TO MEMBERS

13.1 Marketing-agent transactions

Where WE2U acts as marketing agent, WE2U will normally pay the Member within fifteen business days after:

1. the Buyer has accepted the Member Products;
2. WE2U has received cleared funds from the Buyer; and
3. the amount payable can reasonably be calculated.

13.2 Direct-purchase transactions

Where WE2U purchases Member Products directly, payment will be made according to the payment period stated in the Project Schedule or purchase record.

13.3 Buyer non-payment

Unless WE2U is identified as the direct purchaser, WE2U does not guarantee a Buyer's payment.

WE2U will use commercially reasonable efforts to collect confirmed amounts but may delay Member payment until Buyer funds are received.

Where a Buyer pays only part of an amount due, WE2U may distribute the amount received proportionately after permitted deductions.

13.4 Payment statement

WE2U will provide or make available a statement showing, where applicable:

1. Buyer or transaction reference;
2. product;
3. quantity accepted;
4. price;
5. Gross Sales Proceeds;
6. Programme Fee;
7. Approved Costs;
8. other permitted deductions;
9. previous outstanding balance;
10. Net Sales Proceeds; and
11. payment date or status.

13.5 Payment method

Payment may be made by:

1. bank transfer;
2. mobile or electronic payment;
3. cheque;
4. cash, where authorized and properly receipted; or
5. another agreed method.

The Member is responsible for providing accurate payment information.

13.6 Taxes

Each Party is responsible for its own taxes and statutory obligations unless applicable law requires another arrangement.

WE2U may make legally required deductions and will identify them where reasonably practical.

14. NON-CIRCUMVENTION AND BUYER RELATIONSHIPS

14.1 Protection of Introduced Buyers

The Member must not knowingly bypass WE2U to avoid the agreed Programme Fee or other obligations relating to an Introduced Buyer.

This restriction applies only:

1. to an Introduced Buyer;
2. to the product, project or commercial opportunity introduced or developed by WE2U;
3. during the Member's participation in that project; and
4. for twelve months after the Member's last Programme transaction with that Introduced Buyer, unless another period is stated in the Project Schedule.

14.2 Existing customers

This clause does not prevent the Member from continuing a genuine pre-existing customer relationship disclosed to WE2U.

14.3 Direct Buyer contact

The Member may communicate directly with an Introduced Buyer where:

1. WE2U authorizes the communication;
2. the Project Schedule permits direct communication;
3. the communication is necessary for production or delivery; or
4. WE2U is kept reasonably informed of commercial arrangements connected with the Programme introduction.

14.4 Failure by WE2U to market products

Where WE2U is unable to secure or maintain a Buyer and no confirmed order or exclusivity period applies, the Member may sell the Member Products elsewhere.

The Member should first notify WE2U where the products were produced for a WE2U project or using unrecovered Programme inputs.

14.5 Remedies

A deliberate breach of this section may result in:

1. suspension or termination;
2. recovery of unpaid Programme Fees;
3. recovery of proven direct losses;
4. recovery of unpaid Approved Costs; and
5. other lawful remedies.

No unspecified automatic penalty applies unless it is clearly stated in a signed Project Schedule and is legally enforceable.

15. CONFIDENTIALITY

15.1 Confidential information

Confidential information may include:

1. Buyer identities and contact information;
2. non-public prices and purchasing requirements;
3. client lists;
4. business plans;
5. marketing strategies;
6. production plans;
7. member account information;
8. software, systems and operational processes;
9. non-public reports; and

10. information identified as confidential.

15.2 Obligations

Each Party agrees to:

1. use the other Party's confidential information only for legitimate Programme purposes;
2. take reasonable steps to prevent unauthorized disclosure;
3. disclose information only to persons who reasonably need it; and
4. comply with any legal requirement concerning disclosure.

15.3 Exclusions

Confidential information does not include information that:

1. is publicly available through no breach of this Agreement;
2. was lawfully known before disclosure;
3. is independently developed;
4. is received lawfully from another source; or
5. must be disclosed by law or court order.

15.4 Duration

Confidentiality obligations continue for three years after termination, except that obligations concerning trade secrets, personal information and information protected by law continue for as long as the information remains protected.

16. DATA, RECORDS AND PRIVACY

16.1 Information collected

WE2U and NuGrow Genesis may collect and process information reasonably required for Programme administration, including:

1. identity and contact information;
2. Member and farmer identification numbers;
3. farm location and GPS information;
4. land, crop and livestock information;
5. production and harvest records;
6. photographs, videos and voice recordings;
7. inspection and traceability records;

8. sales, expenses, payments and input records;
9. communications;
10. uploaded documents and receipts;
11. device and account activity; and
12. other information voluntarily provided by the Member.

16.2 Permitted use

Information may be used to:

1. administer membership;
2. operate NuGrow Genesis;
3. provide agricultural and business support;
4. coordinate projects and sales;
5. communicate with the Member;
6. verify production and product quality;
7. maintain traceability;
8. process transactions;
9. prevent fraud and misuse;
10. prepare Programme reports;
11. improve services; and
12. comply with legal and contractual requirements.

16.3 Information sharing

WE2U may share relevant information with:

1. Buyers;
2. transporters;
3. laboratories;
4. agronomists and veterinarians;
5. service providers;
6. financial or insurance partners;
7. government agencies;
8. development partners;
9. project funders; and
10. other parties reasonably involved in an approved Programme activity.

Only information reasonably required for the relevant purpose should be shared.

16.4 Aggregated information

WE2U may use aggregated or appropriately de-identified information for:

1. market planning;

2. production forecasting;
3. programme evaluation;
4. research;
5. government and development reports;
6. financing proposals; and
7. service improvement.

Such information should not directly identify the Member unless identification is authorized or legally required.

16.5 Marketing consent

WE2U must obtain separate consent before publicly using the Member's personal story, identifiable photograph, testimonial or private farm information for advertising or promotional campaigns, except where the information was already lawfully made public by the Member.

16.6 Privacy Policy

The Member's information will also be handled in accordance with the applicable NuGrow Genesis Privacy Policy or Privacy Notice presented to the Member.

If there is a conflict concerning personal-information handling, the document providing greater lawful privacy protection will apply.

17. PLATFORM AND DIGITAL SERVICES

17.1 Access to NuGrow Genesis

Membership may include access to parts of NuGrow Genesis.

Access may depend on:

1. account activation;
2. identity or phone verification;
3. Programme eligibility;
4. internet or mobile connectivity;
5. device compatibility; and
6. compliance with platform rules.

17.2 Acceptable use

The Member must not:

1. access another person's account without authorization;
2. submit knowingly false or fraudulent information;
3. upload malicious software;
4. interfere with platform operation;
5. copy or reverse engineer protected software except where permitted by law;
6. use the platform for unlawful conduct; or
7. misuse another Member's information.

17.3 Availability

WE2U will use reasonable efforts to maintain the platform but does not guarantee uninterrupted access.

Maintenance, telecommunications failures, power outages, security events, weather events and other circumstances may temporarily affect availability.

17.4 Offline and synchronized information

Some services may permit offline entry and later synchronization. The Member should review synchronized records and promptly report material errors.

18. AGRICULTURAL AND AUTOMATED GUIDANCE

WE2U, NuGrow Genesis and related tools may provide agricultural, production, diagnostic, financial, market or automated information.

Such information is intended to support decision-making and does not replace:

1. an in-person farm inspection;
2. laboratory testing;
3. an agronomist;
4. a veterinarian;
5. an accountant;
6. a lawyer;
7. a licensed pesticide or chemical professional; or
8. another appropriately qualified professional.

Automated tools may produce incomplete or inaccurate results where information, photographs or conditions are incomplete.

The Member must:

1. consider actual farm conditions;
 2. follow applicable laws and product labels;
 3. verify significant recommendations;
 4. seek urgent professional assistance where human, animal, crop or food safety may be at risk; and
 5. avoid relying solely on automated output for high-risk decisions.
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19. INTELLECTUAL PROPERTY

19.1 WindBlow property

WindBlow retains ownership of:

1. the WE2U and NuGrow Genesis names and branding;
2. software and platform systems;
3. website content;
4. templates;
5. training materials;
6. original marketing materials;
7. databases and system structures;
8. confidential Buyer lists; and
9. business processes developed by WindBlow.

19.2 Member content

The Member retains ownership of original information, photographs and other content lawfully supplied by the Member.

The Member grants WindBlow a non-exclusive licence to store, copy, process, display and share that content only as reasonably necessary to:

1. operate the Programme;
2. provide the requested service;
3. market Member Products;
4. complete approved transactions;
5. maintain records;
6. comply with law; and

7. exercise rights under this Agreement.

19.3 Authority to provide content

The Member confirms that the Member has the legal right to provide uploaded content and that its authorized use will not knowingly violate another person's rights.

20. HEALTH, SAFETY AND INSURANCE

20.1 Farm responsibility

Unless a separate written agreement states otherwise, the Member remains responsible for:

1. farm operations;
2. workers and contractors engaged by the Member;
3. workplace safety;
4. equipment safety;
5. animal care;
6. chemical storage;
7. legal compliance; and
8. insurance appropriate to the Member's activities.

20.2 Site visits

The Member must disclose known hazards before a WE2U representative, Buyer or service provider visits the Member's property.

WE2U representatives must comply with reasonable site-safety instructions communicated by the Member.

20.3 Insurance

WE2U may recommend or require specified insurance for certain projects, particularly where livestock, machinery, transportation, export, public access or high-value production is involved.

Any such requirement should be stated before the Member becomes committed to the project.

21. SUSPENSION

WE2U may temporarily suspend a Member, account, payment or project where reasonably necessary to:

1. investigate suspected fraud;
2. protect food or animal safety;
3. address suspected contamination;
4. resolve a serious quality complaint;
5. prevent unauthorized account access;
6. investigate misuse of inputs or equipment;
7. address threatening or abusive conduct;
8. comply with law or a government direction; or
9. prevent material harm to WE2U, a Buyer or another Member.

Where appropriate, WE2U will notify the Member of:

1. the reason for suspension;
2. information required from the Member; and
3. the steps available to resolve the issue.

Suspension should be limited to the scope and duration reasonably necessary.

22. TERMINATION

22.1 Termination without cause

Either Party may terminate general membership by giving sixty calendar days' written notice.

Where a crop has already been planted, a confirmed order exists or unrecovered Programme inputs have been supplied, termination will take effect after the earliest of:

1. completion of the applicable crop or production cycle;
2. completion or lawful cancellation of the confirmed order;
3. an agreed transfer or settlement arrangement; or
4. another date agreed in writing.

22.2 Termination for breach

Either Party may terminate this Agreement where the other Party materially breaches it and fails to correct the breach within fourteen calendar days after receiving written notice.

A longer correction period may be allowed where the breach cannot reasonably be corrected within fourteen days and the defaulting Party is actively working to correct it.

22.3 Immediate termination

WE2U may terminate immediately for:

1. fraud;
2. theft;
3. deliberate falsification of records;
4. intentional supply of unsafe or illegally produced goods;
5. serious threats or violence;
6. deliberate misuse or sale of WE2U property;
7. serious confidentiality or data misuse;
8. deliberate circumvention of an Introduced Buyer;
9. repeated material non-compliance after prior warnings; or
10. unlawful conduct materially affecting the Programme.

The Member may terminate immediately where WE2U:

1. commits fraud against the Member;
2. deliberately misuses the Member's funds;
3. materially misuses confidential Member information;
4. repeatedly fails to provide undisputed payments after written notice; or
5. commits another serious breach that cannot reasonably be corrected.

22.4 Effect of termination

Termination does not cancel:

1. accrued payment rights;
2. confirmed Buyer obligations;
3. properly recorded Approved Costs;
4. the return of equipment or property;
5. confidentiality obligations;
6. applicable non-circumvention obligations;
7. pending dispute-resolution rights; or
8. provisions intended to survive termination.

22.5 Final accounting

WE2U will prepare a final account within a reasonable period after all relevant Buyer payments, refunds, deductions and project costs can be determined.

The Member may dispute a final-account item under Section 12.4.

23. FORCE MAJEURE

Neither Party will be responsible for a delay or failure caused by circumstances beyond that Party's reasonable control, including:

1. hurricanes;
2. storms;
3. floods;
4. drought;
5. volcanic activity;
6. earthquakes;
7. fire;
8. crop disease;
9. livestock disease;
10. pest outbreaks;
11. war or civil unrest;
12. labour disruption;
13. pandemic or public-health restrictions;
14. government action;
15. port or transport disruption;
16. widespread utility or telecommunications failure;
17. failure of essential suppliers; or
18. other comparable events beyond reasonable control.

The affected Party must:

1. notify the other Party as soon as reasonably practical;
2. take reasonable steps to reduce the effect of the event; and
3. resume performance when reasonably possible.

Force majeure does not automatically cancel payment obligations for products already accepted or services already properly provided.

Where a force-majeure event continues for more than ninety days and materially prevents a project from continuing, either Party may terminate the affected Project Schedule without penalty, subject to payment of accrued and properly documented obligations.

24. LIABILITY

24.1 Direct losses

Each Party is responsible for direct losses caused by its:

1. fraud;
2. wilful misconduct;
3. material breach of this Agreement;
4. unlawful conduct; or
5. failure to exercise reasonable care where a duty of care applies.

24.2 Excluded losses

To the extent permitted by law, neither Party will be liable to the other for indirect, incidental, special or consequential losses, including speculative loss of future profit or opportunity.

This exclusion does not apply to:

1. fraud;
2. wilful misconduct;
3. misuse of confidential information;
4. misuse of personal information;
5. death or personal injury caused by negligence;
6. unpaid amounts properly due; or
7. liability that cannot lawfully be excluded.

24.3 Agricultural risk

The Member acknowledges that agriculture involves risks including weather, pests, disease, market fluctuation, input shortages, crop failure, animal loss, spoilage and Buyer rejection.

WE2U is not responsible for an agricultural or market loss merely because it provided a forecast, recommendation, introduction or support service.

24.4 No waiver of legal rights

Nothing in this Agreement excludes or limits a right or remedy that cannot lawfully be excluded or limited.

25. COMPLAINTS AND DISPUTE RESOLUTION

25.1 Written complaint

A Party raising a dispute should provide written notice describing:

1. the issue;
2. relevant dates;
3. the amount or transaction involved;
4. supporting information; and
5. the requested resolution.

25.2 Management review

The Parties will first attempt to resolve the matter through good-faith discussion.

WE2U will aim to provide an initial response to a formal complaint within ten business days.

25.3 Mediation

Where a dispute is not resolved within thirty calendar days after written notice, the Parties may agree to refer it to mediation in Saint Vincent and the Grenadines.

The Parties will attempt to agree on a mediator and share the mediator's cost equally unless another arrangement is agreed.

25.4 Court proceedings

Where mediation is not agreed, is unsuccessful or is unsuitable, either Party may bring proceedings before a court of competent jurisdiction in Saint Vincent and the Grenadines.

Nothing prevents a Party from seeking urgent court relief where reasonably necessary to protect property, confidential information, personal information, food safety or another urgent legal interest.

26. NOTICES

Formal notices under this Agreement may be delivered by:

1. hand delivery;
2. registered or tracked mail;
3. email;
4. verified NuGrow Genesis message;
5. verified WhatsApp or SMS message; or
6. another method recorded in the Member Registration Schedule.

A notice is considered received:

1. when delivered by hand;
2. when recorded as delivered electronically;
3. on the next business day after email transmission, unless a delivery failure is received; or
4. when confirmed through another reliable record.

The Member must keep contact information current.

WE2U notice email: info@windblowinc.com

27. CHANGES TO THIS AGREEMENT

WE2U may update this Agreement by giving at least thirty calendar days' notice before a material change takes effect.

A change will apply prospectively and will not, without the Member's express agreement:

1. reduce an accrued payment;
2. change the price of a completed sale;
3. alter a confirmed Project Schedule;
4. create a new land or farm-management right;
5. change ownership of Member property; or
6. retroactively increase a Programme Fee.

Where a change materially affects fees, payment, data use, non-circumvention or dispute resolution, WE2U may require the Member to accept the updated Agreement affirmatively.

The Member may terminate future participation before a material change takes effect, subject to completing existing orders and settling accrued obligations.

28. RELATIONSHIP OF THE PARTIES

The Member is an independent participant in the Programme.

Nothing in this Agreement creates:

1. an employer-and-employee relationship;
2. a legal partnership;
3. a cooperative ownership interest;
4. a joint venture;
5. an agency allowing the Member to bind WindBlow; or

6. an agency allowing WindBlow to bind the Member beyond the express marketing authority granted under an approved Project Schedule.

The Member may not make commitments on behalf of WE2U or WindBlow without written authorization.

29. ASSIGNMENT AND TRANSFER

The Member may not transfer this Agreement or a confirmed Project Schedule to another person without WE2U's written approval.

WE2U may assign Programme administration to an affiliated entity or successor that agrees to honour existing obligations.

Neither Party may use assignment to avoid accrued payment or performance obligations.

30. GENERAL PROVISIONS

30.1 Entire agreement

This Agreement, together with the Member Registration Schedule, applicable Project Schedules, Input Records and expressly incorporated policies, represents the agreement between the Parties concerning general WE2U membership.

30.2 Order of precedence

Where documents conflict, the following order applies:

1. a separately signed land lease or farm-management agreement, for matters expressly covered by it;
2. the applicable Project Schedule;
3. the Member Registration Schedule;
4. this Agreement;
5. general Programme guidance or informal communications.

A later document prevails only for the subject matter it expressly addresses.

30.3 Severability

If any provision is held invalid or unenforceable, the remaining provisions will continue to apply.

The invalid provision should be interpreted or modified only to the minimum extent necessary to make it lawful and enforceable.

30.4 Waiver

Failure to enforce a provision on one occasion does not waive the right to enforce it later.

30.5 Headings

Headings are included for convenience and do not limit the meaning of the provisions.

30.6 Business days

“Business day” means a day other than Saturday, Sunday or a public holiday in Saint Vincent and the Grenadines.

30.7 Language and explanation

The Member may request that important provisions be explained in plain language before acceptance.

Where WE2U provides an oral explanation or translation, the written English version remains the governing version unless another signed version expressly states otherwise.

31. ELECTRONIC ACCEPTANCE

The Parties agree that this Agreement and related Project Schedules may be:

1. presented electronically;
2. accepted through a checkbox;
3. accepted through a verified Member account or PIN;
4. signed electronically;
5. stored electronically; and
6. delivered electronically.

Electronic acceptance is intended to have the same contractual effect as a handwritten signature.

WE2U may record:

1. the Member's identity;
2. Member ID;
3. document version;
4. date and time of acceptance;
5. method of acceptance;
6. account or device information;
7. confirmation records; and
8. a copy of the accepted document.

The Member should be given an opportunity to review and correct registration information before final submission and to retain or obtain a copy of the accepted Agreement.

32. GOVERNING LAW

This Agreement is governed by the laws of Saint Vincent and the Grenadines.

The courts of Saint Vincent and the Grenadines will have jurisdiction, subject to the dispute-resolution process in this Agreement.

33. MEMBER ACKNOWLEDGEMENTS

By accepting this Agreement, the Member confirms that:

1. the Member has read or had the opportunity to have this Agreement explained;
 2. the Member understands that membership does not guarantee a Buyer, sale, price, yield or profit;
 3. the Member understands the Programme Fee and cost-recovery arrangements;
 4. the Member understands that project-specific terms may be required;
 5. the Member understands that a separate signed agreement is required for land leasing or full-service farm management;
 6. the information provided by the Member is accurate to the best of the Member's knowledge;
 7. the Member has authority to enter this Agreement; and
 8. the Member agrees to comply with this Agreement and approved Project Schedules.
-

MEMBER REGISTRATION SCHEDULE

A. Member details

Field	Information
Member's full legal name	
Farm or business name	
Member ID	
National ID or registration reference	
Phone number	
WhatsApp number	
Email address	
Residential or business address	
Farm location	
Farm GPS reference	
Primary crops or products	
Estimated acreage or production capacity	
Preferred payment method	
Payment details reference	

B. Programme terms

Commercial term	Agreed detail
General Programme Fee	20% of Gross Sales Proceeds
Standard payment period	15 business days after receipt of cleared Buyer funds
Non-circumvention period	12 months for applicable Introduced Buyers
Input recovery permitted	Yes / No
Deductions from sales authorized	Yes / No
Digital statements authorized	Yes / No
Electronic notices authorized	Yes / No
NuGrow Genesis access included	Yes / No

C. Existing customers excluded from Introduced Buyer protection

Buyer or customer Product or relationship Evidence or notes

D. Optional communication consent

The Member agrees to receive Programme communications by:

- SMS
- WhatsApp
- Email
- Telephone
- NuGrow Genesis notification

The Member may withdraw optional marketing communication consent without ending essential operational communications required for active projects.

E. Publicity consent

Publicity consent is separate from membership.

- I authorize WE2U to use approved photographs of me or my farm for Programme promotion.
- I authorize WE2U to use an approved testimonial provided by me.
- I do not currently authorize public promotional use.

Specific sensitive, private or location information will not be published merely because this section is accepted.

ACCEPTANCE

Member

Member's full name: _____

Farm or business name: _____

Member ID: _____

Signature or electronic acceptance: _____

Date: _____

For WindBlow Inc./WE2U

Authorized representative: _____

Position: _____

Signature: _____

Date: _____

ONLINE CHECKBOX WORDING

I have read and agree to the WE2U Member Programme Agreement and acknowledge the applicable NuGrow Genesis Privacy Notice. I understand that membership does not guarantee a sale, price, crop yield or profit, and that any land lease or full-service farm-management arrangement requires a separate signed agreement.
