

EXHIBIT A: STATEMENT OF WORK

Project Participant: _____

Project Name and Location: _____; _____ (State or Region)

SOW Effective Date: _____

Project Participant shall perform the following climate mitigation practice implementation services (“Services”) in connection with the Project referenced above for Carbon A List, LLC (“**Carbon A List**”) pursuant to the terms and conditions of the Project Services Agreement (“**Agreement**”) and this Statement of Work (“**SOW**”). Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. This SOW is specifically incorporated into the Agreement by reference to the extent, and only to the extent, not inconsistent with the Agreement. Unless otherwise expressly stated herein, to the degree there is a discrepancy or inconsistency between this SOW and in the terms of the Agreement, the terms of the Agreement shall be deemed to supersede, replace, and control in each instance.

1. OBJECTIVES, SCOPE OF WORK, AND TIMETABLE

Objective:

Carbon A List is investing in Project Participant for the measuring, monitoring, reporting and verification related to the implementation of climate-smart agriculture and forestry mitigation activities (CSAF) and marketing of the harvested commodity into a climate-smart supply chain via sale to a climate-smart commodity processor reporting to the Project. This investment will assist Carbon A List in meeting the Grant commitments and objective of increasing farmer acceptance and implementation of climate-smart agriculture and forestry mitigation activities (CSAF) and serve as a catalyst for market channel development, bolstering new, value-add supply chain opportunities.

Scope of Work and Timetable:

Project Participant agrees to implement the following CSAF practice(s) in accordance with the outlined Scope of Work and Measurement Metrics.

CSAF Practice Name(s)	NRCS Practice Code(s)	FSA Farm Number	FSA Tract Number and Field(s)
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CSAF Practice Quality Specifications: The above identified CSAF practice name(s) must be implemented in compliance with the state- specific NRCS Conservation Practice Standard(s) appropriate for the location of the above-mentioned FSA Farm and FSA Tract Number(s).

CSAF Practice Quantity Specifications: The practice(s) outlined above will be implemented in a manner that the impact of said practice will meet the following quantity specifications.

- A minimum of --- acres impacted, in alignment with the abovementioned FSA Farm, Tract and Field Number(s)

CSAF Practice Implementation Timetable: The practice(s) outlined above will be implemented according to the following timetable:

- 100% of the above-mentioned quality and quantity specifications will be executed within 16 months of the SOW Execution Date.

Harvested Climate-Smart Commodity Specifications: The Climate-Smart Commodity grown on the abovementioned FSA Farm, Tract, and Field Number(s) must meet the food grade quality specifications set forth by one of the climate-smart commodity processors reporting to the Project.

Harvested Climate-Smart Commodity Quantity Specifications: The abovementioned FSA Farm, Tract, and Field Number(s) are expected to yield --- bushels. Actual yield data shall be reported as specified in DATA REPORTING AND DELIVERABLES.

Harvested Climate-Smart Commodity Marketing Specifications: The climate-smart commodity harvested from the abovementioned FSA Farm, Tract, and Field Numbers shall be marketed to a climate-smart

commodity processors reporting to the Project. Successful harvest of the climate-smart commodity produced during the growing season with which this SOW encompasses must be reported and confirmed before SOW Reporting and Deliverable Milestones will be considered complete.

2. DATA REPORTING AND DELIVERABLES

Project Participant shall perform the activities necessary to comply with the below Data Collection Requirements and Deliverables. Project Participant acknowledges that data collected as part of the Project is owned by the Project Participant and that the Project Participant shall provide a limited irrevocable license to use that data for meeting the USDA and Grant requirements (“Project Participant Data”). Project Participant Data is considered a Deliverable for the SOW and Agreement. Project Participant Data will be received and processed by a Third-Party, subject to the “Data Use and Privacy Policy” which was agreed upon by Project Participant at the time of applying for Marketing Incentive enrollment. Carbon A List and Project Participant are responsible for all Project data requests from USDA, even if not specified below. The follow Data Collection Requirements and Deliverables related to the FSA Farm Producer Number and Farm Number(s), in addition to, all impacted acres and FSA Tract(s) and Field(s) listed in the Scope of Work and Timetable Section of this SOW should be reported:

- CSAF Practice Verification: Documentation meeting the level of assurance set forth by the Project, verifying the CSAF practice(s) implementation and associated costs in accordance with the Scope of Work outlined above.
- Harvested Climate-Smart Commodity Data: Data detailing total volume, total value, buyer, and data of marketing.
- Collection by Carbon A List, or a Carbon A List authorized third party, and successful verification of all data encompassed in DATA REPORTING AND DELIVERABLES will be required before Contract Payment 2 will be processed and contract close out.

3. FUNDING AND/OR PAYMENT STRUCTURE

Project Participant will receive Marketing Incentive Funding in alignment with the payment schedule outlined below as SOW Data Reporting and Deliverable are completed to satisfaction of the Project.

Number of Acres Enrolled	Payment Per Acre Enrolled	Total Contract Payment	Contract Payment 1	Contract Payment 2
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Contract Payment 1 will be paid 60 days post contract execution date. Contract Payment 2 will be paid 60 days post recording of SOW Data Reporting and Deliverable completion.

4. SOW TERMS

This SOW commences as the SOW Effective Date and shall continue until ----. The following requirements must be satisfied at all times during the SOW Term:

- I. Submit all requested data associated with the Project to Carbon A List and/or its appointed third-party data consultant.
- II. Project status updates shall be provided when requested for the SOW Term.
- III. Comply with all provisions of the SOW and related activities, including but not limited to, use of funds, reporting, and assessment activity requirements.

All activities are subject to Carbon A List, or its agents, review and approval and should begin by **Insert Date**.

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PROJECT PARTICIPANT AGREEMENT [TEMPLATE]

This Project Services Agreement (“**Agreement**”) is effective as of enter date (“**Effective Date**”) by and between Carbon A List LLC, a Colorado limited liability company located at PO Box 53, Hotchkiss, CO 81419 (“**Carbon A List**”) and a with its principal place of business at (“**Project Participant**”).

WHEREAS Carbon A List, having signed a contract with the United States Department of Agriculture ("USDA") as part of the Partnership for Climate Smart Commodities Grant (“Grant”), seeks to engage Project Participant to relevant climate smart commodity data as detailed in the exhibits to this Agreement, in compliance with the Grant requirements (“Grant Requirements”); and

WHEREAS Project Participant, having submitted an accurate application and demonstrated the capability to provide relevant climate smart data, is willing to perform such activities under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Project Participant and Carbon A List agree as follows:

1. DUTIES AND OBLIGATIONS.

- 1.1 **Project Performance.** Project Participant agrees to perform the Project as agreed with Carbon A List during the Term hereof pursuant to this Agreement. The Project is defined in a separate document in the form of Exhibit A (“Statement of Work” or “SOW”), which is attached hereto as an Exhibit and incorporated by reference herein (the “Project”).
- 1.2 **Quality of Work.** Project Participant shall perform the activities in the SOW, including data collection and communication, with due care, skill, and diligence and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all deliverables, work products, data, and materials (collectively, “Deliverables”) furnished under this Agreement. If Project Participant fails to meet expectations satisfactory to Carbon A List and the USDA, Project Participant shall immediately revise or correct deficiencies in the Deliverables, and perform other services as necessary to bring the Project to satisfactory conclusion, which shall include but not be limited to correcting improper or inadequate Deliverables at Project Participant’s own expense (“Rework”). If Project Participant fails to perform the Rework in a manner satisfactory to Carbon A List, Carbon A List shall have the right to terminate this Agreement, or Project hereunder without penalty, in accordance with the provisions of this Agreement and Carbon A List shall be reimbursed by Project Participant for any payments made which Project Participant failed to earn under the Agreement. The reimbursement shall be on a pro-rata share based upon actual work satisfactorily performed and costs incurred up to the point of such termination.
- 1.3 **Timetable.** Project Participant will perform the Project pursuant to the time frames set forth in the respective SOW. If Project Participant is unable to meet any given deadline, Program Participant shall promptly notify Carbon A List of the situation and shall cooperate with Carbon A List and use its best efforts to deliver and to complete the Project as promptly as practicable.
- 1.4 **Subcontractors.** If the Project Participant intends to use a subcontractor or other third party to perform the Project, then such parties shall be identified in the respective SOW. In addition, such

SOW shall describe the work to be performed by each respective subcontractor or other third party, and the specific amount or portion of the overall payment to be paid with respect to such work. Project Participant shall ensure that all such subcontractors or other third parties engaged for the Projects are licensed and insured for the work that will be conducted and must present such evidence to Carbon A List upon request before any work begins.

- 1.5 Site Visits. Carbon A List, USDA representatives, or Carbon A List authorized third parties may conduct Site Visits with three business days' notice to confirm implementation of agreed-upon practices or review documentation thereof. Project Participant shall provide access to relevant fields and documentation during normal business hours. Carbon A List may rely on third-party inspections or audits, for which Project Participant shall furnish all requested reports and materials.
- 1.6 Non-Disparagement. Project Participant may not engage in any advertising deemed by Carbon A List or USDA as disparaging to another agricultural commodity or competing product, or in violation of the prohibition against false and misleading advertising. Disparagement is defined as anything that depicts other commodities in a negative or unpleasant light via overt or subjective video, photography, or statements. Comparative advertising is allowable, provided the presentation of facts is truthful, objective, not misleading, and supported by a reasonable basis.
- 2 TERM, TERMINATION, AND SURVIVAL. This Agreement commences as of the Effective Date and shall continue until June 1, 2028 (the "Term"), unless earlier terminated in accordance with the terms of this Agreement. The rights and obligations of the Parties set forth in this Section 2 and Sections 1, 4, 5, and 6, 7 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
- 3 BREACH, DEFAULT AND GROUNDS FOR TERMINATION. Either party may terminate this Agreement with a 30-day written notice if the other party materially breaches the Agreement and fails to remedy the breach within that period. Immediate termination is permitted if a party becomes insolvent, files for bankruptcy, or has a receiver appointed. Upon termination, Project Participant shall cease activities unless otherwise agreed in writing and shall not incur additional expenses without prior authorization. If termination is due to Project Participant's material breach, they shall reimburse Carbon A-List for all payments made under the Project SOW; conversely, if Carbon A-List materially breaches, no reimbursement is required. In case of insolvency-related termination, the terminating party has no further obligations beyond those already incurred.
- 4 INDEMNIFICATION. Each Party agrees to mutually indemnify, defend and hold harmless the other Party, its affiliates, parents, officers, directors, agents, employees and contractors (the "Indemnified Parties") from and against any and all claims, demands, actions, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, (collectively, "**Claims**") arising out of or relating to (i) the Indemnifying Party's negligence, error, omission, or misconduct, (ii) the Indemnifying Party's breach of this Agreement, or (iii) allegations that any deliverables or services provided by the Indemnifying Party infringe upon the intellectual property or other rights of any third party. The foregoing indemnities are non-exclusive remedies and shall not limit any other rights or remedies that may be available to the Indemnified Parties at law or in equity. This indemnification obligation shall survive the expiration or termination of this Agreement.
- 5 CONFIDENTIALITY. Both parties shall maintain the confidentiality of this Agreement during and after the Term. Project Participant may share the Agreement and SOW with necessary third parties for completing deliverables. All non-public information and trade secrets ("Confidential Information")

exposed to Project Participant during activities under any SOW or this Agreement shall remain confidential and used solely for performing agreed activities. Carbon A List retains full ownership of its business contacts, processes, trade secrets, and operational data. Project Participant grants Carbon A List and the USDA a royalty-free, perpetual, non-exclusive, worldwide, and assignable license to use, modify, and reproduce Project Participant's data and pre-existing materials delivered to Carbon A List, as necessary to utilize or obtain value from deliverables during and in connection with any services under any SOW.

6 NOTICE.

- 6.1 Purpose. This notice provision outlines procedures for giving notice in case of a change in Project Participant farm ownership, a dispute between the Parties, or changes by Carbon A List or the USDA to the Program.
- 6.2 Notice Triggers. Notice must be given in these situations:
- 6.2.1 Ownership Change. The Project Participant must notify Carbon A List in writing within 45 calendar days of prior to any farm ownership change.
 - 6.2.2 Dispute. Either party must notify the other in writing within 10 business days of a dispute related to this Agreement.
 - 6.2.3 Program Changes. Carbon A List must notify the Project Participant in writing within 10 business days of any significant Program changes affecting the SOW or payments.
- 6.3 Notice Method. All notices must be in writing and sent by email to the Carbon A List designated representative at incentives@transformf2c.com. In the case of a dispute under 6.2.2, a writing, after the email, must be sent within 10 business days from the date of the email, by certified mail, return receipt requested, or by a recognized courier service to the following address:
- 6.4 Consequences of Failure to Provide Notice. Not providing required notice may result in termination of the Agreement and/or repayment of funds, at the Carbon A List's discretion.

7 PROGRAM DATA REQUIREMENTS & ACCESS. The Project Participant shall adhere to the data requirements set forth in the SOW. Data requirements are subject to change at the discretion of Carbon A List and the USDA. Project Participant shall provide Carbon A List or the USDA with access to the data for this project within 30 days of a written request.

8 COMPLIANCE WITH LAWS. Project Participant shall comply with all local, state, federal and international laws, orders and regulations applicable to its businesses and to its performance under this Agreement. Further, Project Participant shall comply with the policies and processes provided by Carbon A List, subject to change from time to time, with written notice to Project Participant explaining that change.

9 DISPUTE RESOLUTION. In the event of any dispute, controversy, or claim arising out of or related to this Agreement or any breach for non-performance or termination of this Agreement, including but not limited to the Deliverables, and associated Activities, provided to Carbon A List, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute (a "Claim"), the parties, after complying with the notice

requirements in Section 12, must first meet and confer within 30 days of being notified of such Claim to attempt in good faith to resolve the Claim.

- 9.1 If after meeting and conferring in good faith the Parties are still unable to resolve the Claim, the Parties shall engage in mediation within 90 days of being notified of such Claim. This mediation shall be conducted by a neutral mediator to be mutually agreed upon by the Parties.
- 9.2 If, after engaging in such mediation, the parties are still unable to resolve the Claim, the parties agree that the exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States District Court for the District of Colorado, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Colorado, then the exclusive forum and venue for any such action shall be the courts of the State of Colorado in the District for the District of Colorado, and the parties submit to the personal jurisdiction of that court.
- 9.3 The requirements of Section 9.1 and 9.2 shall not apply if a Party seeks only equitable or injunctive relief. For such relief, the parties agree that the exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States District Court for the District of Colorado, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Colorado, then the exclusive forum and venue for any such action shall be the courts of the State of Colorado located in Denver County, and the parties submit to the personal jurisdiction of that court.

10 MISCELLANEOUS.

- 10.1 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Colorado, excluding the conflict-of-law principles thereof. Any action regarding this Agreement or its enforcement shall be subject to the exclusive jurisdiction of the federal and state courts sitting in Colorado.
- 10.2 Independent Contractors. Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.
- 10.3 Survival. All warranties, provisions, rights and obligations of the parties herein described and agreed to be performed subsequent to the termination of this Agreement, including but not limited to obligations respecting confidentiality and indemnification, shall survive the termination of this Agreement.
- 10.4 Assignment. Project Participant may not assign or transfer this Agreement or any rights, interests, or obligations hereunder without Carbon A List's prior written consent. Project Participant must provide 45 days' advance written notice by registered letter with acknowledgment of receipt for any proposed assignment or transfer. Carbon A List may terminate this Agreement immediately if it does not consent to the proposed assignment or transfer. Subject to these conditions, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 10.5 No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies on any person other than the parties.
- 10.6 Other. This Agreement, together with the SOW and exhibits, constitutes the entire agreement between the parties with regard to the subject matter. This Agreement supersedes all previous agreements

between the Parties. No amendment to this Agreement, and no waiver of rights or remedies hereunder, shall be valid or binding unless expressed in writing and signed by the party to be bound thereby. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement. If any terms of this Agreement are invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule or law, such term shall be deemed reformed or deleted by only to the extent necessary to comply with such statute, regulation, ordinance order or rule, and the remaining provisions of this Agreement shall remain in full force and effect. All fees and expenses incurred by each party in connection with the execution and delivery of this Agreement shall be borne by that party. In the event that any suit or action is instituted to enforce any provision of this Agreement, the substantially prevailing party in such dispute shall be entitled to recover all fees, costs, and expenses of enforcing its rights, including without limitation reasonable attorneys' fees and expenses, including any fees and costs incurred in any appeal. Each of the parties hereto shall, upon the request of the other, execute, acknowledge and deliver any other documents or instruments that may be reasonably required to effect the intent of this Agreement. This Agreement may be executed by the Parties in counterparts which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means (including, without limitation, a PDF file) shall be effective as delivery of a manually executed counterpart of this Agreement.

- 10.7 No Discrimination. Carbon A List prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs and marital or familial status.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper and duly authorized representatives as of the Effective Date.

Carbon A List, LLC

[INSERT PROJECT PARTICIPANT NAME]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____