

**FIACRE ENTERPRISES, Inc.**  
Industrial Hemp Seeds

Fiacre Enterprises, Inc.  
722 Preston Avenue, Suite 107  
Charlottesville, VA 22903

**SEED PURCHASE AGREEMENT – PURCHASE ORDER FORM**

PURCHASE ORDER NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

The Individual / Entity named below agrees to purchase the items listed below under the Terms and Conditions listed and for the stated financial enumeration as indicated on this purchase order: below:

Name of BUYER \_\_\_\_\_

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

Telephone: \_\_\_\_\_

BUYER Signature: \_\_\_\_\_

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

Do you have a Virginia Department of Agriculture and Consumer Services (VDACS) Growers Permit? Yes \_\_\_\_\_ No \_\_\_\_\_

Please provide the following:

VDACS registration number \_\_\_\_\_

Expiration date \_\_\_\_\_

Item	LBS/ Bag	Price Per Pound	No. of Bags	Total LBS	Line Total
Hliana	77	\$ 7.50			\$ -
Hlesia	77	\$ 7.50			\$ -
Hlukivska 51	77	\$ 7.50			\$ -
			Subtotal		\$ -
			Sales Tax		\$ -
			Total		\$ -

Make Checks Payable to Fiacre Enterprises, Inc.

**TERMS AND CONDITIONS OF SALE**

1. All sales are final.
2. Payment Terms: ADVANCE PAYMENT of 50% of the total sale price is 50% is due at the time of ordering to reserve the "Purchased Seed Materials"; PAYMENT IN FULL of the remaining 50% of sales price is due prior to receipt of the "Purchased Seed Materials".
3. "Purchased Seed Materials" are for pick-up at the Fiacre-designated storage location in Virginia.
4. Shipping and delivery charges for the "Purchased Seed Materials" and delivery are not included.
5. In the event that the "Purchased Seed Materials" are not made available to the buyer prior to or on April 15, 2019, the Buyer can request refund the Advance Payment and terminate the order.
6. BUYER accepts the products (the "Purchased Seed Materials") sold under this contract as is, where is, and without any express or implied warranty of merchantability, or express or implied warranty of fitness, or any other warranty.
7. Liability to BUYER: If for any reason BUYER chooses to not receive delivery of the "Purchased Seed Materials", the BUYER agrees to forfeit in full the Advance Payment.
8. The BUYER agrees to pick up the "Purchased Seed Materials" within two (2) weeks of notification of the availability of the material. Failure to do so will incur all applicable storage fees.
9. BUYER shall inspect the "Purchased Seed Materials" at the time of Pick Up. Pick up of the "Purchased Seed Materials" by the BUYER shall constitute irrevocable acceptance of the materials by the BUYER.
10. This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any disputes under this agreement shall be adjudicated in the state courts of the Commonwealth of Virginia and the parties hereto hereby consent to personal jurisdiction and venue in such jurisdiction.

**FIACRE ENTERPRISES, Inc.**  
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**MATERIAL TRANSFER AGREEMENT 2019**

This Agreement is effective on the date of the last signature appearing below, and is between Fiacre Enterprises, Inc. (hereinafter "**FIACRE**") and \_\_\_\_\_ (insert buyer's name) hereinafter "**GROWER**").

Now therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound do hereby agree as follows:

FIACRE will sell to the GROWER seeds of Industrial Hemp (*Cannabis sativa*) variety or varieties (hereinafter "Material") the name(s) and quantity of which are indicated in the Purchase Order. GROWER agrees and guarantees to use the Material for planting for a Single Growing Season (hereinafter "Period"), and further processing of the received harvest only.

This Agreement shall not be construed to grant any license or other rights to GROWER in any patent rights or other intellectual property rights of FIACRE or any third party. GROWER understands and agrees that no right or license to the Material or to their use is granted or implied as a result of FIACRE providing any of the Material to GROWER under this Agreement. GROWER hereby acknowledges FIACRE's or any third party's ownership of and exclusive licence to the Material, including without any limitation any and all seeds, plants or parts thereof derived from or propagated by or at the direction of Fiacre, excepting for processing as stated below.

The Period will commence on the date the first shipment of seed is received by the GROWER. Unused seed for the must destroyed by GROWER or returned to FIACRE.

The GROWER has a limited non-exclusive license to store and plant the Material only for a single growing season, and agrees not to use these for further propagation, multiplication, breeding, mutation breeding, or genetic manipulation without prior written authorization from FIACRE. GROWER agrees to not propagate any seed from the seed supplied by FIACRE or it's derivate.

GROWER hereby acknowledges that the Material is experimental in nature and is provided "as is". FIACRE makes no representations or warranties, express or implied, with respect to the materials or the use thereof. FIACRE disclaims all implied warranties, including without limitation any warranty or merchantability, fitness for a particular purpose or non-infringement.

The seed provided by FIACRE will be stored by GROWER at a safe and secure location. At all times GROWER will have material and property control of that location. GROWER will provide the physical address of the secure location. GROWER shall provide reasonable access to that location and the agricultural field to FIACRE upon request.

The GROWER agrees to undertake all reasonable measures to eliminate the risk of theft, loss transfer or misuse of the Material being stored and trialed, including maintaining the material in a specifically designated area out of public view and access.

The GROWER will immediately notify FIACRE of any security breaches and provide FIACRE with the details of the investigating police or other investigating entity that are responsible for investigating the security breach.

All sorts, variations and mutations appearing from the Material during the Period are the sole property of FIACRE, and the GROWER agrees to immediately notify FIACRE of such occurrence. The sort, variation or mutation shall be handled or disposed of at the sole direction of FIACRE.

GROWER shall be obliged to process the harvest received from the Material or, in case of delivery to any third party for processing, ensure that such processing will make impossible the harvests further usage for propagation, multiplication, breeding, mutation breeding, or genetic manipulation.

GROWER agrees to disclose to FIACRE all documents and information necessary for plant variety protection, assignment of protection rights to FIACRE and FIACRE's compliance with laws and governmental rules, regulations and guidelines which are provided with and applicable to the handling, growing, use and disposition of the Material. The GROWER further agrees to not release such information to third parties without the express prior approval of FIACRE and to maintain the information as confidential.

GROWER shall comply in all respects with all laws and governmental rules, regulations and guidelines which are provided with and applicable to the handling, growing, use and disposition of the Material, and of all other of GROWER's activities under this Agreement, including without limitation biosafety procedures. All expenses necessary and incurred in connection with complying with the applicable laws and regulations shall be the responsibility of GROWER. In no event shall FIACRE be liable for any use by GROWER of the Material or for any claim, liability, cost, expense, damage, deficiency, loss or obligation, of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense), that may arise from or in connection with this Agreement or the use, handling, storage, or disposition of the Material by GROWER. This paragraph shall survive termination of the Agreement.

This agreement represents the entire agreement between the parties regarding the transfer and use of the Material and shall supersede all previous communications, representations, understandings and agreements, whether oral or written, by or between the parties with respect to the subject matter hereof. GROWER hereby represents that the acceptance of the Material in accordance with the performance of all the terms of this agreement do not and will not breach or conflict with any other agreement or arrangement to which GROWER is a party. GROWER represents that it is not subject to any agreement or commitment that conflicts with, or is inconsistent with, this agreement. GROWER will not hereafter grant to any person or entity any rights inconsistent with the terms of this agreement.

All recitals expressly are an integral part of this agreement, and all appendices are hereby incorporated into this Agreement. No change, modification, extension, termination or waiver of this Agreement, or any Provision herein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any disputes under this agreement shall be adjudicated in the state courts of the Commonwealth of Virginia and the parties hereto hereby consent to personal jurisdiction and venue in such jurisdiction.

For and on Behalf of:

Fiacre Enterprises, Inc.  
722 Preston Avenue, Suite 107  
Charlottesville, VA 22903

Name: Michael P. Timko  
Position: President

Signature: \_\_\_\_\_

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

For and on Behalf of:

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

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

GROWER Signature: \_\_\_\_\_

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