

# Agri-Finance Disclaimer

## INSIGHT FS REWARDS TERMS AND CONDITIONS

Please read and retain these Terms and Conditions which govern the INSIGHT FS REWARDS program (the "Program"). By participating in the Program, Customer agrees to these Terms and Conditions. These Terms and Conditions constitute the entire agreement and supersede all prior agreements pertaining to the Program. INSIGHT FS, a division of GROWMARK, Inc. ("INSIGHT FS") has the right to determine at its sole discretion whether Customer is eligible for participation in this Program, as well as whether Customer is eligible to receive a Reduction in Interest Rate (as defined below).

**1. Eligibility.** The Program is sponsored by INSIGHT FS. Eligibility is restricted to INSIGHT FS customers who are not indebted and otherwise in good standing with INSIGHT FS as determined solely by INSIGHT FS ("Customer"). Customer must be approved for an eligible FS Agri-Finance loan designated as 1-INPUT; B-SCINPUT; J-INPUT; J-SCINPUT; 1-FUEL; B-SCFUEL; J-FUEL; and J-SCFUEL on their FS Agri-Finance Loan Commitment ("FS Agri-Finance Eligible Loan"), and must earn the Reduction in Interest Rate through a purchase from Eligible Product Lines, at Qualifying Purchase Levels. Additional interest rewards can be earned through purchase of Eligible Crop Protection at Qualifying Purchase Levels.

**2. Reduction in Interest Rate Rewards Structure.** Upon approval of a FS Agri-Finance Eligible Loan, Customer must purchase a qualifying level of product based on their total farming needs. The Eligible Product Lines, Qualifying Purchase Levels, and Interest Rate Reductions are defined as follows:

Eligible Product Lines	Qualifying Purchase Levels	Eligible Product Lines	Reduction in Interest Rate
Chemistry	100% of total farm need	2	0.25%
Energy (Propane + Refined Fuels)	100% of total farm need	3	0.50%
Feed	\$12,000 in annual feed or forage management purchases	4	1.00%
Fertilizer	100% of total farm need	5	1.50%
Seed	75% of total farm need		

Eligible Crop Insurance	Qualifying Purchase Levels	Eligible Insurance Lines	Reduction in Interest Rate
Inforce Crop Hail Insurance Policy	100% of total farm need, obtained from an FS Agri Finance Specialist or Rural Mutual Agent, Insight FS listed as loss payee	1	0.25%

Only Qualifying Purchase Levels of Eligible Product Lines will earn the Reduction in Interest Rate reward and disbursement ("Rewards"). INSIGHT FS has the right to determine in its sole discretion whether a particular transaction is a Qualifying Purchase Level or an Eligible Product Line.

**3. Reward calculation and disbursement.** Rewards are based on total interest paid on an FS Agri-Finance Eligible Loan. Rewards will be determined by calculating the value of the Reduction in Interest Rate based upon the Eligible Product Lines, Qualifying Purchase Levels, and the FS Agri-Finance Eligible Loan amount and repayment date. Interest is based on a 365-day year, however INSIGHT FS reserves the right to change the Rewards calculation without notice. Rewards are calculated by aggregating each day's outstanding principal balance multiplied by a fraction, the number of which is the reduction in interest rate and the denominator is 365.

Upon calculation, Rewards will be disbursed to Customer via check no later than June 30<sup>th</sup> following the maturity date of Customer's FS Agri-Finance Eligible Loan (For an FS Agri-Finance Eligible Loan that matures on March 1, 2019, Rewards will be paid no later than June 30, 2019). Rewards earned will not be disbursed if Customer has failed to pay their FS Agri-Finance loans (which includes both an FS Agri-Finance Eligible Loan and non-eligible loans extended to Customer by INSIGHT FS) in full including all accrued interest by the maturity date. Rewards will not be disbursed if Customer is not in good standing as determined by INSIGHT FS as of the date of disbursement. Customer may not be assign, transfer, or pledge Rewards to another Customer. Customer has no property rights or legal interests in a Reward until it is disbursed.

Customer should refer to their FS Agri-Finance Loan Commitment for specific details pertaining to their FS-Agri-Finance Eligible Loan, including maturity date, finance charge, and loan purpose.

Example: Customer qualifies for a 1% reduction in interest rate on their FS Agri-Finance Eligible Loan by meeting the Qualifying Purchase Level threshold on four product lines. Customer borrows \$25,000 on an FS Agri-Finance Eligible Loan on July 30, 2018. Customer repays \$12,500 on November 15, 2018, and the repays the remaining amount in full on December 3, 2018. Customer Rewards would be calculated by adding the following:

$108 \text{ days (July 30, 2018 – November 15, 2018)} \times \$25,000 \times (1\%/365) = \$73.97$

$18 \text{ days (November 16, 2018 – December 2, 2018)} \times \$12,500 \times (1\%/365) = \$6.16$

Total Customer Reward is  $\$73.97 + \$6.16 = \$80.14$

**4. Changes, Termination or Cancellation of the Program.** INSIGHT FS may from time to time and in its sole discretion, amend, delete, or add to these Terms and Conditions. INSIGHT FS may change, limit, or terminate any aspect of the Program in whole or in part. Any changes can be applied retroactively at the discretion of INSIGHT FS. INSIGHT FS reserves the right to suspend or terminate the Program and these Terms and Conditions at any time without notice. All decisions made by INSIGHT FS regarding any aspect of the Program are final.

**5. Waivers, Disclaimers and Releases.** By participating in the Program, Customer agrees to release, discharge and hold harmless GROWMARK, Inc. and its directors, officers, employees, agents, successors and assigns, affiliates, and member companies ("the **Program Entities**") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Customer's participation in the Program and/or related to any Rewards, or disbursement of Rewards.

**6. Governing Law / Limitation of Liability.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of Customer, or the Program Entities in connection with the Program will be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE PROGRAM, CUSTOMER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY CUSTOMER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND CUSTOMER HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (4) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS; AND (4) CUSTOMER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME

JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**7. Income Taxes.** Disbursement of Rewards may result in tax liability. Any applicable federal, state, or local tax obligations related to the Program are Customer's sole responsibility. Customer should consult their tax advisor concerning any such income or other tax consequence related to the tax identification number of Customer.

**8. Miscellaneous.** The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of these Terms and Conditions are determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Failure by INSIGHT FS to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Customer agrees to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. Nothing contained herein will modify any other agreements between Customer and INSIGHT FS. In the event of a discrepancy or inconsistency between these Terms and Conditions and the FS FastApp and Master Note/Security Agreement, the Insight FS Credit Application, the Line of Credit Note and Security Agreement, the New Commercial Credit Application and Credit Agreement, or an FS Agri-Finance loan commitment (collectively the "Loan Agreements"), the Loan Agreements shall prevail, govern, and control, and the discrepancy or inconsistency will be resolved in the sole discretion of INSIGHT FS.