



## GROWER INFORMATION SERVICES COOPERATIVE – MEMBERSHIP AGREEMENT

Thank you for your interest in becoming a member of Grower Information Services Cooperative (“GiSC”). This Membership Agreement will govern the relationship between you (as a member of GiSC) and GiSC. By joining GiSC as a member, you are agreeing to the terms and conditions set forth in this Membership Agreement.

**1. About GiSC: Primary Purpose & Business Description.** Grower Information Services Cooperative is a national cooperative association, whose primary business purpose is to build, maintain, and improve a Digital Cooperative Business Platform for the benefit of GiSC’s members. GiSC’s Digital Cooperative Business Platform (the “GiSC Platform”) is a unique business model that capitalizes on a tested tradition applied to a very 21<sup>st</sup> Century issue. GiSC is an agricultural cooperative formed to find effective solutions to the growing opportunities and complexities of agricultural producers DATA: the digital information relative to farming operations. The GiSC Platform is the vehicle that delivers those solutions. Big picture, the GiSC Platform is (and will be) designed to:

- (a) **Manage Data:** The GiSC Platform will provide its members a secure, private data repository that can be used to capture, collect, store, and organize all information relative to a member’s farming operation.
- (b) **Extract Value from Data:** The GiSC Platform will be a secure, information network that will provide analysis and insights to its members and allow its members to share information back-and-forth with other members, members’ stakeholders, and other authenticated third parties, while providing members simple methods for setting the parameters of data sharing.
- (c) **Govern Data:** Unique to the GiSC Platform business model is the cooperative business organization. As a cooperative, GiSC is owned by its members and will be governed by a Board of Directors (the “GiSC Board”) elected by those members. The GiSC Board will govern the GiSC Platform’s data: how and under what circumstances the data is used.
- (d) **Create Opportunities and Benefits for GiSC Members:** The ultimate goal of the GiSC Platform is to utilize the advantages of the Agricultural cooperative business model to channel the opportunities created through an information network back to the party responsible for the information: the farmer.
  - **Opportunities** – Through the GiSC Platform “Network Effect” of an ever-growing digital footprint, GiSC will deliver: real solutions to digital “pain points” faced by growers, including data analytics and insights based on state-of-the-art data science.
  - **Benefits** – As a coop, GiSC will deliver real, bottom-line benefits to its members: access to industry-leading digital applications and tools offered on the GiSC Platform (by GiSC and its *Preferred Partner Network™*) at discounted prices and more traditional coop benefits such as patronage.

**2. Membership Agreement Terms and Conditions.** You agree that Your activities as a member of the GiSC shall be governed by this Membership Agreement. In addition, You agree to be bound by the terms set forth in GiSC’s Articles of Incorporation and Bylaws, as they now exist or may hereafter be amended, and all rules and regulations adopted from time to time by the GiSC’s Board of Directors. You also



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acknowledge that you have been given a hard copy or electronic access to and have had an opportunity to read GiSC's Articles of Incorporation, Bylaws, and rules and regulations.

**3. Membership Fee.** The annual Membership Fee to be a member of GiSC is \$500. From time to time, and under certain circumstances, GiSC may offer promotional pricing in the form of a discounted annual Membership Fee to encourage potential GiSC members to join GiSC. In regards to paying the annual Membership Fee, You agree that: (a) GiSC may automatically withdraw the sum of the annual membership fee; such amount to be withdrawn via bank ACH transaction (being an electronic funds transfer transaction submitted in accordance with the rules and procedure of the Automated Clearing House Association and the U.S. Federal Reserve Bank) or such other method - credit card payment or PayPal - as selected by You and agreed to by GiSC; and (b) You will provide GiSC with required information and/or documents sufficient to enable such withdrawal and to complete any payment transaction. If GiSC is not, for any reason, able to secure Your annual Membership Fee, You acknowledge that Your membership in GiSC may be cancelled with immediate effect.

From time to time, GiSC's Board of Directors, may, however, establish an annual membership fee greater than or less than \$500; such change in the annual Membership Fee will reflect GiSC's then current operating budget and/or a change in the products included with GiSC membership. If the annual Membership Fee set by GiSC's Board of Directors is changed, You will be notified of such change. You acknowledge and agree that GiSC may periodically change the amount of the annual Membership Fee, if and when GiSC's Board of Directors set an annual Membership Fee greater than or less than the current annual Membership Fee of \$500. As a condition to Your continued membership, You agree that payment by You of the then current annual fee will be required in accordance with the previous paragraph.

**4. Membership Status.** You represent and certify to GiSC that as a continuing condition of Your eligibility and ongoing membership in GiSC, You: (a) are and shall remain engaged in the production of agricultural products, either as an operator who produces and markets crops and/or livestock as an income generating activity, or as an owner of land that is used in the production of agricultural products (including crops and/or livestock); and (b) shall, on an ongoing basis, actively support GiSC's Primary Purpose including, without limitation, enabling GiSC to manage Your Data pursuant to the terms hereof. If, at any time, You are not able to comply with one or both of these membership requirements, You agree to notify GiSC as soon as possible and upon such notification (or upon GiSC's reasonable determination that you are not in compliance), You agree that Your GiSC membership will be cancelled (without any right of refund of any portion of Your membership fee).

**5. Tax Matters.** Pursuant to Section 7.05(a) of GiSC's Bylaws, You consent to include in your gross income the stated dollar amount of any distribution to You of patronage dividends made in any qualified written notice of allocation and/or per-unit allocations when made in qualified per-unit retain certificates by GiSC in the tax year in which received as now or hereafter provided in the Federal tax laws.

**6. Your Data.** Your Data is defined in this Membership Agreement as any and all data stored, uploaded, or otherwise provided by You, or a third party with Your consent and on Your behalf, included with any product or service offered to You by GiSC, whether the product or service is delivered to you by GiSC or GiSC's Preferred Partner(s) (as defined in Paragraph 9. Provision of Services by GiSC, below).

**7. Use and Management by GiSC of Your Data.** GiSC's use and management of Your Data is determined by the following two categories:



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Protected Information: For the purposes of this Membership Agreement, Protected Information is any and all data/information in Your Data that contains Personally Identifiable Information.

Personally Identifiable Information is any data/information that contains: (i) information about an individual and/or an individual's family member(s), which a reasonable person would consider sensitive and/or private, including information such as, but not limited to, education, financial transactions, medical history, criminal or employment history, etc.; and/or (ii) information which can be used to distinguish or trace an individual's identity, such as name, social security number, address, phone number, email address, date and place of birth, mother's maiden name, biometric records, etc.; and

Generated Data: For the purposes of this Membership Agreement, Generated Data is any and all data/information in Your Data that is **NOT Protected Information**. Generated Data is "de-identified" data: any data that contains Personally Identifiable Data has been removed. Generated Data DOES NOT contain any Personally Identifiable Information that is directly attributable to You or Your farming/ranching operations.

- (a) Protected Information: GiSC agrees that: (i) Your authorization to release Your Protected Information to any party shall require your prior consent which may or may not be withheld at Your sole discretion, except that GiSC may release certain data included in Your Protected Information to GiSC's Preferred Partner(s), but only in instances in which you have subscribed to, or are otherwise using and/or accessing, services provided by a particular GiSC Preferred Partner(s) in conjunction with your GiSC Membership and, in those particular instances, only to the extent necessary (i.e. the data released is limited to only those certain data required for the particular service to function or operate); (ii) GiSC SHALL NOT extract, compile, synthesize, assimilate, analyze, gather, reassemble, or use, any of Your Protected Information; (iii) other than as provided in (i), above, GiSC **SHALL NOT** distribute any of **Your Protected Information**; and (iv) Your permission to release Your Protected Information shall terminate upon your written request or otherwise immediately upon the cancellation or cessation of Your membership in GiSC for any reason whatsoever.
- (b) Generated Data: You acknowledge and agree that: (i) GiSC shall have the right to extract, compile, synthesize, assimilate, analyze, gather, reassemble and thereafter use and distribute any and all Generated Data; (ii) Generated Data shall be owned by GiSC; and (iii) GiSC may use any and all Generated Data for any lawful purpose.

- (1) Generated Data Opt-Out: GiSC is committed to growers "getting the most out of their data". For growers to realize the full potential of their ag operation data, that data must be combined with other growers' ag data. The sum is greater than parts. However, GiSC, is a cooperative that serves its members. If a member prefers that their data not be included in any Generated Data, the member has the option to "Opt-Out".

If You choose to opt-out, Your Data will not be included in any Generated Data. Please keep in mind that opting-out may affect the services and benefits GiSC provides to You, including the availability and pricing of products and membership benefits.

To opt-out, please email Mark Cox, GiSC's COO, at [mark.cox@gisc.coop](mailto:mark.cox@gisc.coop); please include:



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(i) “Opt-Out” in the email’s subject; (ii) Your name; (iii) Your Member ID; and (iv) Your request to opt-out.

GiSC will contact You by email within five business days to confirm your opt-out preference.

**8. Additional Service Offerings.** In addition to the Primary Purpose of GiSC as discussed in Paragraphs 1 – 7, above, and the provision of services to be provided by GiSC in connection therewith, GiSC may make available to You, if You so elect, at an additional charge, information management, sharing, and marketing services, including: (a) the availability of a secure cloud based central information repository that, in part, permits You (and Your authorized third parties) to store and access Your Information; (b) a networking system that, in part, permits you to share and/or market Your information with others, including GiSC; and (c) data analysis products and services that are designed to provide insights to a particular aspects of farm/ranch operation (collectively “Additional Service Offerings”). The provision of such Additional Service Offerings shall be contingent upon You first entering into a separate agreement and making payment of the applicable fees associated with the provision of such Additional Service Offerings.

**9. Provision of Services by GiSC.** You acknowledge and agree that the services to be offered by, or through, GiSC, including those services provided pursuant to or otherwise in connection with this Membership Agreement, whether those services are available as a feature(s) of Your GiSC Membership or are additional services offered by GiSC to its members for purchase, shall be provided by GiSC and/or GiSC’s Preferred Partners. You further agree that You will, or GiSC may, make available Your Data and other information directly to GiSC’s Preferred Partner(s), subject to Paragraph 7. Use and Management by GiSC of Your Data, above.

For the purposes of this Membership Agreement, a GiSC Preferred Partner shall mean a third-party technology vendor or service provider who has:

- (a) A digital, data-driven product or service identified by GiSC as a product or service with the capability(ies) of solving real issues GiSC members face in their farming/ranching operations, or otherwise makes a positive impact on those operations;
- (b) Similar values as GiSC and its members in regards to the treatment of growers’ operational data by the technology firms that provide growers digital tools as evidenced by: (i) the formal relationship entered into by the third-party with GiSC; and (ii) the particular third-party’s end-user agreement that governs the growers’ use of the product/service and the third-party’s treatment of the growers’ private and/or proprietary information (agreements that typically have titles such as: “Terms of Service”, “Terms of Use”, “Privacy Policy”) being reasonably congruent with both this Membership Agreement and GiSC’s own end-user agreement in place at the time; and
- (c) Entered into an agreement with GiSC for the specific purposes of: (i) offering their product or service to GiSC members at a discounted price (a price below the standard retail price for the particular product/service); (ii) offering their product/service exclusively to GiSC members; and/or (iii) making their product/service available to GiSC members as a feature of the GiSC Platform (as defined in Paragraph 1. About GiSC: Primary Purpose & Business Description, above)

GiSC’s objective in establishing Preferred Partners and offering those Preferred Partners’ products and



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services to GiSC members through GiSC's Preferred Partner Network™ is to bring proven, best-in-class technology tools and services to its grower-members, specifically for the purposes of: (i) consolidating the (digital) location(s) of such tools and services; (ii) consolidating growers' operational data into a single, convenient and functional source, whether that data is consumed by the particular tool or service or is generated by it; and (iii) offering agricultural technology tools and services that enable growers to get the most out of their data.

You agree and acknowledge that while GiSC will provide due diligence in assessing candidates to be included as Preferred Partners in GiSC's Preferred Partner Network™, the particular third-party's end-user agreement will **EXCLUSIVELY** govern both Your use of the product/service and the third-party's policy related to the treatment of the data consumed and/or generated by its product/service. You agree to hold GiSC harmless from any and all disputes, claims, or other actions, real or imagined, between You and any Preferred Partner third-party.

**10. Termination of Membership.** You agree that any membership certificate or other document delivered to You pursuant to GiSC's Bylaws shall be surrendered to GiSC should You voluntarily or involuntarily cease to be a member of GiSC and shall become void upon Your death or otherwise as permitted in accordance with the Bylaws. In addition, Your membership may be revoked by GiSC as specifically provided for herein or for failure of You to observe its Bylaws, the terms of this Membership Agreement, and/or any other contractual obligations made by You to GiSC including, but not limited to, the withdraw of Your authorization to make Your Data available to GiSC pursuant to Paragraph 9, above.

You may cancel Your membership in GiSC by providing GiSC with written notice no later than 30 days prior to Your annual anniversary date of joining GiSC.

**11. Assignment.** You agree that this Membership Agreement is personal to You and neither this Membership Agreement nor any of Your rights or duties hereunder can be assigned, sublicensed, sold, or otherwise transferred by You.

**12. Governing Law and Jurisdiction.** This Membership Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of law principles.

**13. Arbitration.** If a dispute arises relating to this Membership Agreement, You agree that such dispute shall be submitted to binding arbitration in accordance with this Paragraph 13. The arbitration shall be conducted in Lubbock, Texas and shall be administered pursuant to the American Arbitration Associations commercial dispute resolution process then in effect. The decision of such arbitrator(s) shall be final and binding and as such the parties agree to waive the right to submit the dispute for determination by a court and thereby also waive the right to a jury or court trial. Each party shall bear the cost of its own attorney's fees and costs, unless otherwise awarded by the arbitrator(s).

**14. Signing Authorization.** If You are entering into this Cooperative Membership Agreement on behalf of a partnership, corporation, or other legal entity (each an "Entity"), You represent that You have the full power and authorization to enter into this Membership Agreement and join GiSC, in accordance with the terms hereof, on behalf of the Entity.



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Your offer to join GiSC shall be evidenced by:

- (a) Paper copy: (i) Your completing the requested information and signing this Membership Agreement; and (ii) returning to GiSC a signed copy of this Membership Agreement, either physically or electronically.

Your acceptance into GiSC shall thereafter be evidenced by GiSC counter-signing Your Membership Agreement; and either: (i) returning a fully signed copy of this Membership Agreement to You, either physically or electronically; or (ii) sending You the “New Member Welcome” email to the email address You provide on the Membership Application.

- (b) Electronic copy: Your successful completion of the information requested on the Membership Application form located on GiSC’s website (<https://www.gisc.coop/sign-up/>) and signing the Membership Agreement, by submitting the completed form.

Your acceptance into GiSC shall thereafter be evidenced by the “New Member Welcome” email from GiSC to the email address You provide on the Membership Application. This includes circumstances in which the email is not delivered for technical reasons. In the event, GiSC is, or becomes aware, the “New Member Welcome” email has not been delivered, GiSC will use alternative means to reach out to You and acknowledge Your acceptance into GiSC.

GiSC shall store an electronic copy of Your completed and signed Membership Application/Membership Agreement. An electronic copy can be provided to You upon request. Please email: [info@gisc.coop](mailto:info@gisc.coop) to request a copy.

You:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Entity Name, if applicable

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State                                  Zip Code

\_\_\_\_\_  
Title, if applicable

\_\_\_\_\_  
Social Security or Federal ID Number

\_\_\_\_\_  
Date



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***For Cooperative Use Only: Acceptance of Your membership into the Grower Information Services Cooperative:***

**Receipt of Notice and Approval of Your Application for Membership into the Grower Information Services Cooperative.**

**For Cooperative Use Only:**

Name of Applicant: \_\_\_\_\_

Date of Receipt of Applicants signed  
Cooperative Membership Agreement: \_\_\_\_\_

Acceptance of Applicant as  
Member of Cooperative:                      yes: \_\_\_; no: \_\_\_; Date: \_\_\_\_\_

Cooperative Acceptance / Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_