**Material Transfer Agreement (MTA) for**

**Requesting Plant Materials from Propeller Seed Company**

This agreement is made by and between Propeller Seed Company and BUYER (“RECIPIENT”). All parties guarantee that they are state licensed / registered entities operating research programs in compliance with 2019 Farm Bill. Propeller Seed Company asks that the RECIPIENT agree to the following before the RECIPIENT receives plant materials (“MATERIAL”) requested from Propeller Seed Company:

1. Propeller Seed Company provides approval of the reproduction for the purpose of cloning and seed multiplication, creation of new hybrid lines derived from MATERIAL, inbreeding of MATERIAL, for intercompany reproduction only. Sale or Donation of material to any facility not outlined via this agreement is not approved.
2. RECIPIENT acknowledges that transfer of MATERIAL by Propeller Seed Company to RECIPIENT is following The Federal Hemp Bill as well as the recipient’s state of licensure and The State of Nevada.

1. RECIPIENT assumes all liability for damages that may arise from use, storage, or disposal of MATERIAL. Propeller Seed Company will not be liable to RECIPIENT for any loss, claim, or demand made by the RECIPIENT, or made against the RECIPIENT by any other party due to or arising from the use, storage, or disposal of the MATERIAL. The RECIPIENT agrees to indemnify, hold harmless, and defend Propeller Seed Company and its affiliates against any claims, costs, or other liabilities that may arise as a result of RECIPIENT’s use, storage, or disposal of MATERIAL.

1. RECIPIENT agrees to indemnify Propeller Seed Company and affiliates for reasonable attorney fees and costs of litigation based on or arising from RECIPIENT’s misuse of seed according to the said terms, non-feminization and testing running hot (total THC over .3%) if the plants are not harvested in the correct time or manner.
2. All information relating to varieties, varietal characteristics or periods of maturity and all descriptions and illustrations contained in Propeller Seed Company’s catalog, price list, and advertisements or otherwise communicated to the RECIPIENT are intended to present merely a general idea of the MATERIAL described and shall not form part of the agreement or constitute a representation.
3. Disease of plants can be transmitted by wind, insects, animals, or by human agencies and can be seed or soil borne. Propeller Seed Company believes the MATERIAL transferred subject to this agreement to be free from latent defect. It is not a condition of transfer or a warranty that any MATERIAL is free from such a defect.
4. MATERIAL will perform differently in different growing environments and therefore no warranty can be given as to the nature, size, or appearance of any plants grown from the MATERIAL. RECIPIENT shall be solely responsible for determining whether or not the anticipated growing conditions are suitable for the MATERIAL and any advice given by Propeller Seed Company or its affiliates in this respect shall be given without liability to the Propeller Seed Company and shall not be deemed to be a representation.
5. The RECIPIENT shall acknowledge Propeller Seed Company as the supplier of the MATERIAL in any publications that results from the RECIPIENT’s use of the MATERIAL and shall provide Propeller Seed Company with copies of the relevant publications.
6. The recipient acknowledges all sales are final, non-transferrable, all charges are non-disputable, non-refundable. Recipient will receive overnight tracking information for package tracking. Package insurance is required for the value of the invoice total. Recipient acknowledges they have received certificate of analysis from accredited third-party testing facility.
7. The recipient acknowledges that all pre-order or custom orders require 50% deposit. Once the deposit is received, Propeller Seed Company shall engage operations for said order. The order will not be distributed to the recipient until the balance is paid. All balances are paid within 3 business days of notification of order distribution. All deposits are 100% non refundable, non transferrable.
8. The recipient acknowledges each purchase order is site specific due to hemp licensing being affiliated to a geographical location. If multiple locations for distribution are requested, the recipient must provide proper licensing for each facility.
9. Before Propeller Seed Company can transfer MATERIAL the RECIPIENT, or other authorized official of the RECIPIENT’s organization, must sign and deliver this MTA and a copy of State Issued Hemp Licenses by email to Propeller Seed Company at the following address:

Info@propellerseeds.co

**CERTIFICATION BY RECIPIENT OR OTHER AUTHORIZED OFFICIAL:**

I have read and understand the conditions outlined in this Agreement and I agree to fully abide by them in the receipt and use of the MATERIAL.

Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_