ARVA GROWER PROGRAM TERMS (GPT)

Program Operating Rules for Grower Participation in Arva Programs

Version 2.0; Effective October 27, 2026

How the Grower Program Terms ("GPT") work. These GPT are incorporated by reference and part of the grower agreement each Grower signs with Arva. Part I applies to every Program. Each Program Supplement addresses all additional procedures and applicable rules for different Program applications: Supplement A for Arva's Section 45Z tax incentive and feedstock carbon intensity and/or "scope 3" data programs, and Supplement B for Arva's environmental asset programs. The Program Materials for each season and plant set the dates, calculator versions and other settings. The Grower Guide explains the Program in plain language and is not binding.

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PART I — COMMON PROGRAM TERMS

1. STATUS AND GOVERNANCE

1.1 Status. These Grower Program Terms (these "**Terms**") are the Program rules that Arva Intelligence Corp. ("**Arva**") publishes for the Programs it administers. They are incorporated by reference into each Arva grower agreement that refers to them (each, a "**Grower Agreement**"), including the Arva Grower Agreement under its Section 3.6, and they bind each Grower that enrolls fields in a Program. These Terms are Program terms. They are not the terms of use of the Arva Platform or of any other platform. Capitalized terms not defined in these Terms have the meanings given in the applicable Grower Agreement.

1.2 Program Ownership and Administration. Arva owns and administers each Program and owns these Terms, the Program Materials, the Grower Guide, and the methods, models, parameterizations, proprietary emission factor formulae and libraries, quality assurance and sampling methods, scoring logic and system of record used for each Program. Arva acts as Program Administrator. Arva maintains the system of record for Program enrollment, Field-Year Identifiers, Output Path elections and Program Outputs and, for any Environmental Asset Program, the register of Environmental Assets described in Supplement B. A Program Partner acts only in the capacities identified for it in the applicable Program Supplement and Program Enrollment Form, has no authority to vary these Terms, and assumes no obligation to Grower by reason of these Terms.

1.3 Programs and Program Supplements. Each Program is either:

(a) a "**Data Program**," under which the Program produces verified data and a documentary record for use as evidence for reporting and tax audit or other compliance purposes, and no environmental attribute, offset, credit, certificate or other environmental asset is created, conveyed or transferred; or

(b) an "**Environmental Asset Program**," under which Arva issues, takes title to and transacts Environmental Assets as provided in Supplement B.

Supplement A applies to Arva's Section 45Z feedstock carbon intensity Data Programs. Supplement B applies to Environmental Asset Programs. The Program Enrollment Form identifies the Program and the applicable Program Supplement for each Enrolled Field. A field enrolled under the Arva Grower Agreement is enrolled only in a Data Program; Environmental Asset Programs are entered into under Arva's separate grower agreement for those Programs.

1.4 Order of Precedence. These Terms rank as stated in the applicable Grower Agreement (for the Arva Grower Agreement, its Section 11.5). Within these Terms, a Program Supplement controls over Part I on any matter the Program Supplement specifically addresses. The Program Materials set parameters within these Terms and do not vary them. The Grower Guide explains the Program and is not binding; where the Grower Guide differs from these Terms, the Grower Agreement or the Program Materials, those documents control.

1.5 Roles. The persons that take part in a Program, and their functions, are:

Participant	Function in the Program
Grower	Enrolls fields; operates them and decides how to farm; provides Grower Data; signs reports and attestations; keeps records; cooperates with verification.
Arva (Program Owner and Administrator)	Owns and administers the Program and these Terms; reviews and quality-checks Grower Data; quantifies or reviews CI Scores; prepares reports; engages the Verifier; issues Program Outputs; assembles and preserves the Document Chain; maintains the system of record; acts as paymaster.

Participant	Function in the Program
Channel Partner	Enrolls Growers, sets up fields and helps assemble data as authorized under Section 2.3. May be a First Point of Aggregation.
Program Partner	Performs only the functions identified for it in the applicable Program Supplement (for example, operating a Partner Originating Platform, hosting Program records for buyers, or maintaining mass balance records).
Partner Originating Platform Provider	Operates a platform through which Grower Data is captured and that Arva has designated as a Partner Originating Platform.
Other Originating Platform Provider	Operates any other platform through which Grower Data is captured, as identified in the Program Enrollment Form.
Verifier	Accredited, independent third party that verifies Program records and may select farms for records review or audit.
First Point of Aggregation and intermediaries	Receive Program Feedstock, receive and transmit reports and attestations, and keep mass balance records.
Program Biorefinery (Data Programs)	Receives Program Feedstock and Program records and uses them in its own emissions rate determination and 45Z Credit claim.
Environmental Asset Buyer (Environmental Asset Programs)	Acquires Environmental Assets from Arva and may retire them and make the associated claim.
Governmental authorities	Receive records as the USDA Rule, the Internal Revenue Code or other law requires.

1.6 Versions and Amendments. Arva publishes each version of these Terms with its version number and effective date, and keeps a version history. Arva may amend these Terms on at least fifteen (15) days' notice by posting the amended version and notifying Growers by email or through the Arva Platform. Arva keeps each prior version and makes it available to Grower on request for as long as any Covered Growing Season governed by it remains within its Tax Exposure Period. Except as the USDA Rule or other applicable law requires, no amendment:

(a) disqualifies an Enrolled Field, a Field-Year or bushels that satisfied the version in force when the relevant requirement applied;

(b) reduces the protections given to Grower Data already provided, or expands the permitted recipients or uses of that Grower Data, without Grower's written consent;

(c) materially increases Grower's obligations for a Covered Growing Season already enrolled without Grower's written consent; or

(d) amends, waives or terminates a Required Grower Term as it applies to a Covered Growing Season already enrolled without the consent required by the Grower Agreement (for the Arva Grower Agreement, its Section 5.3).

1.7 Change Requests. A Grower, Channel Partner or Program Partner may propose a change to these Terms or the Program Materials by written request to Arva stating the change and the reason for it. Arva may consult the Verifier, Program Partners and Program Biorefineries or Environmental Asset Buyers, decides each request in its discretion, and implements any accepted change under Section 1.6.

1.8 Regulatory Change. If a change in the USDA Rule, the FD-CIC, Section 45Z or related guidance, or any other law or methodology on which a Program relies, requires a change to these Terms or the Program Materials, Arva may issue the change with an effective date the law requires, even if that is shorter than the notice period in Section 1.6, and shall notify Growers as soon as practicable. The Grower Agreement governs the effect of the change on the Parties' obligations (for the Arva Grower Agreement, its Section 10.1).

1.9 Definitions. In these Terms:

"**Data Program**" has the meaning in Section 1.3(a).

"**Environmental Asset**" has the meaning in Supplement B.

"**Environmental Asset Buyer**" means a person that acquires an Environmental Asset from Arva or from a subsequent holder.

"**Environmental Asset Program**" has the meaning in Section 1.3(b).

"**Field-Year**" means an Enrolled Field (or management unit) for a single Covered Growing Season.

"**Field-Year Identifier**" means the unique identifier Arva assigns to each Field-Year in its system of record.

"**Grower Guide**" means the plain-language explanation of a Program that Arva or a Channel Partner provides to Growers, including Parts B through I of each Program Materials packet.

"**Output Path**" means the data path described in Section 3.1 or the environmental asset path described in Section 3.2.

"**Partner Originating Platform**" means a farm management or data platform operated by a Program Partner that is designated as a Partner Originating Platform in the applicable Program Supplement and on the Program Enrollment Form, and "**Partner Originating Platform Provider**" means its operator.

"**Program Supplement**" means Supplement A, Supplement B or any other supplement to these Terms that Arva publishes for a Program.

2. PARTICIPATION

2.1 Eligibility. A Grower is eligible to enroll a field in a Program only if:

(a) Grower grows the crop identified on the Program Enrollment Form for commercial sale;

(b) Grower has operational control of the field, meaning Grower makes the tillage, cover crop, nutrient and other management decisions for it, whether Grower owns or leases it;

(c) the field is located in the United States;

(d) the carbon intensity information, practice data and any environmental attribute or benefit of the same Field-Year have not been sold, pledged, enrolled or committed in any other program, market or certification system, except as Section 8.2 permits;

(e) Grower can keep and produce the records required by these Terms for the full retention period; and

(f) Grower meets any additional eligibility requirement in the applicable Program Supplement.

2.2 Onboarding. Before Arva accepts a Program Enrollment Form, Grower shall provide its legal name, entity type and state of organization, address, authorized users and signers, payee information and a Form W-9, and any other information Arva reasonably requests to identify Grower and its payee. Arva may screen Grower, its owners and its payee against applicable sanctions and restricted-party lists and may decline or suspend enrollment or payment where screening identifies a match or Grower does not provide requested information. Grower shall notify Arva promptly of any change in this information.

2.3 Authorized Users; Channel Partners. Grower is responsible for the acts of each person it authorizes to access the Arva Platform or to submit data for it. Grower may authorize a Channel Partner or another written authorization Arva accepts, to enroll fields, set up fields on an Originating Platform, enter and upload Grower Data, and receive Program communications on Grower's behalf. A Channel Partner may not sign a Biofuel Feedstock Report, attestation, declaration, Program Enrollment Form or Rider for Grower, and may not receive Grower's payments except as Grower and the Channel Partner jointly direct in writing under the Grower Agreement. Data a Channel Partner enters for Grower is Grower Data, and Grower remains responsible for its accuracy.

2.4 Agricultural Experts. Where these Terms or the USDA Rule permit a nutrient budget, recommendation or opinion to be prepared by an agricultural expert, that person must meet the qualification and independence requirements of the USDA Rule for that function, and Grower shall identify the person to Arva and/or Arva may identify and consult with Grower.

2.5 Enrollment. Grower enrolls fields by signing a Program Enrollment Form for each Program and Covered Growing Season by the enrollment deadline in the Program Materials. A field is enrolled only when Arva accepts it. On acceptance, Arva assigns a Field-Year Identifier to each Field-Year and records the Program, the Originating Platform and the Output Path for it. Grower shall enroll each field at the level (field or management unit) the applicable Program Supplement requires.

2.6 Originating Platforms. Grower shall designate one Originating Platform for each Field-Year on the Program Enrollment Form.

(a) **Arva Platform.** Grower's access to and use of CropForce® is subject to the CropForce Terms of Use, which govern platform access only and do not limit the Grower Agreement or these Terms.

(b) **Partner Originating Platform.** Grower's use of a Partner Originating Platform is governed solely by Grower's separate agreement with the Partner Originating Platform Provider. Arva is not a party to that agreement and has no obligation or liability under it. Grower's designation of a Partner Originating Platform on a Program Enrollment Form is Grower's instruction to that provider to release and transmit to Arva the Grower Data for the designated Field-Years. Rider 2 is not required for a Partner Originating Platform whose provider has agreed with Arva to act on that instruction and to claim no right in Program Outputs, as stated in the applicable Program Supplement. Otherwise, Grower shall sign Rider 2.

(c) **Other Originating Platform.** Grower's use of an Other Originating Platform is governed solely by Grower's separate agreement with its provider, and Arva has no obligation or liability under it. Grower shall sign Rider 2 for each Field-Year captured on an Other Originating Platform.

(d) **Independence of rights.** The rights Grower grants under the Grower Agreement are granted directly to Arva. No platform account, subscription or terms of use grants, conditions, limits or defeats them, and Grower shall not agree to any platform term that restricts its instruction to release Grower Data to Arva.

2.7 Land Rights; Landowner Consent. For each leased Enrolled Field, Grower shall deliver a landowner consent in the form of Rider 1 before the field is verified if (a) the lease requires the landowner's consent to Grower's enrollment or to the grant of rights under the Grower Agreement, (b) the lease entitles the landowner to share in Program payments, or (c) Grower claims a multi-year practice commitment on that field. Grower is responsible for any amount it owes a landowner.

2.8 Change of Operator; Sale of Land. Grower shall notify Arva in advance of any sale, lease termination or other loss of operational control of an Enrolled Field and, where the field carries an outstanding multi-year practice commitment, use commercially reasonable efforts to have the successor operator assume it. Grower's obligations for Covered Growing Seasons already enrolled continue after any sale or loss of control.

2.9 Withdrawal. Grower may stop enrolling new Covered Growing Seasons as the Grower Agreement provides. Once Arva accepts a Program Enrollment Form, Grower may not withdraw the Field-Years it covers.

3. PROGRAM OUTPUTS AND OUTPUT PATHS

3.1 Data Path. In a Data Program, the Program Outputs (including CI Scores, Feedstock Traceable Certificates, verification results and the Document Chain) are data and records furnished as evidence. They are not environmental attributes, commodities, certificates of title or other property in which a governed right is created. Rights to use Grower Data and Program Outputs move only by license under the Grower Agreement.

3.2 Environmental Asset Path. In an Environmental Asset Program, Arva issues Environmental Assets and takes title to them as provided in Supplement B. The Program Outputs that support an Environmental Asset remain an evidentiary record and are not a second instrument.

3.3 One Output Path per Field-Year. Each Field-Year may be enrolled in one Program and committed to one Output Path. The Output Path is elected by enrollment in the applicable Program and becomes irrevocable when Arva accepts the Program Enrollment Form. A Field-Year for which Grower has signed a Biofuel Feedstock Report may not support an Environmental Asset, and a Field-Year for which Arva has issued an Environmental Asset may not support a Biofuel Feedstock Report or any other claim.

3.4 Ownership. As between Grower and Arva, Grower owns the Grower Data. Arva owns the Program Outputs and all data, scores, calculations, models and records Arva derives from Grower Data, including verified CI Scores, Feedstock Traceable Certificates, verification results, the Document Chain as Arva assembles it and Aggregated Data, in each case subject to the licenses granted under the Grower Agreement. Arva does not acquire ownership of Grower Data. In an Environmental Asset Program, Arva also takes title to Environmental Assets as provided in Supplement B; that title does not include Grower Data.

3.5 No Interest in Tax Credits; Claims. Neither Grower nor Arva has any right, title or interest in any 45Z Credit, which belongs only to the taxpayer that claims it. Grower shall not use a Program Output to generate, register, sell or claim any environmental attribute, offset, credit or certificate, or to make any environmental claim about a Field-Year, except as Supplement B permits. Grower may state factually that it participates in a Program.

3.6 Payments. Grower's compensation is stated in the Grower Agreement and its payment exhibit. For each payment, Arva will provide a statement showing the Field-Years and bushels or units paid, the CI reduction or quantity used, the rate applied, and any adjustment, set-off or recoupment and its basis. Grower may raise a question about a statement under Section 6.6.

4. GROWER DATA

4.1 Required Grower Data. Grower shall provide, upload or authorize access to the Grower Data listed in the applicable Program Supplement for each Field-Year, and shall respond within ten (10) business days, or a shorter period the Program Materials require to meet a verification or filing deadline, to requests from Arva or the Verifier for clarification or additional records.

4.2 Acceptable Evidence. Records may be paper or electronic, including farm-management software files, machine and equipment data (such as as-applied maps and yield monitor data), remotely sensed data and imagery, georeferenced and time-stamped photographs, receipts, invoices, scale tickets, settlement sheets and USDA program records, provided the Verifier can understand and check them.

4.3 Deadlines; Data Lock. The Program Materials state the Grower Data deadline for each Covered Growing Season. At that deadline the Grower Data for the Covered Growing Season is locked and the CI Score is calculated. Data received after the lock will not be used for that Covered Growing Season unless Arva accepts it in writing before the CI Score is finalized. A field, practice or bushel for which required Grower Data is missing at the lock is ineligible for that Covered Growing Season.

4.4 Contemporaneous Records. Grower's records for each Field-Year must have been created contemporaneously in the ordinary course of its farming operation and must not have been reconstructed, back-dated or prepared after the fact for a Program. For any Covered Growing Season harvested before Grower signs the Program Enrollment Form, Grower shall complete the Contemporaneous Documentation Declaration for each Enrolled Field and deliver it with the Program Enrollment Form. A field or data item Grower cannot so declare is ineligible unless Arva, after consulting the Verifier, confirms in writing that the CI Score can be quantified and verified without it.

4.5 Corrections. Grower shall promptly notify Arva of any error in Grower Data. Before the data lock, Grower may correct Grower Data directly. After the data lock, corrections are made only through Arva under Section 6.5.

5. PRACTICE STANDARDS

5.1 Practice Standards. Grower shall implement each practice it claims in accordance with the standards stated in the applicable Program Supplement. For a Data Program, those standards are subparts F and G of the USDA Rule as in effect for the Covered Growing Season; the summary in Supplement A is for convenience, and the USDA Rule controls if they differ. Grower alone decides how to farm, and neither Arva nor any Program Partner directs or controls Grower's operations.

6. QUANTIFICATION, REPORTS AND VERIFICATION

6.1 Quantification. Arva reviews and performs quality assurance and quality control on all Grower Data, whichever Originating Platform is used. Where a Program Supplement provides that a Program Partner or Partner Originating Platform Provider performs a preliminary calculation, Arva reviews that calculation and issues the final CI Score. Arva applies the calculator and model versions stated in the Program Materials for the Covered Growing Season and records the version used for each Field-Year. A later version applies only prospectively unless the USDA Rule or other law requires otherwise.

6.2 Grower Reports. Arva prepares each Biofuel Feedstock Report or other report or attestation the applicable Program Supplement requires from Grower Data and delivers it to Grower with the supporting calculator printouts. Grower shall review it against its own records and, if accurate, sign and return it by the earlier of ten (10) business days after delivery and the signature deadline in the Program Materials. Grower may sign electronically to the extent the USDA Rule permits. Grower shall not sign a report it knows or has reason to believe is inaccurate. No report is submitted to the Verifier or delivered to any recipient without Grower's signature. Grower shall sign an accurate corrected or reissued report within ten (10) business days after Arva's request.

6.3 Verification. Arva submits Program records for each Covered Growing Season to the Verifier after the data lock. The Verifier verifies those records and may select Grower for a records review, interview or field visit, including as part of a random sample. Arva or the Verifier will give Grower at least five (5) business days' notice of a records review and at least ten (10) business days' notice of a field visit, unless the USDA Rule or a governmental authority requires a shorter period. Grower shall provide access, records and a knowledgeable representative as the Grower Agreement requires (for the Arva Grower Agreement, its Section 4.8). If Grower does not cooperate, Section 8.5 applies.

6.4 Feedstock Traceable Certificates. A Feedstock Traceable Certificate ("**FTC**") is the record Arva issues for a verified volume of Program Feedstock that compiles, in a form organized for audit, the data points of the Biofuel Feedstock Report and the related verification and traceability records. Each FTC identifies, at least: its unique FTC number; the Field-Year Identifiers it covers; Grower and farm identifiers; the crop and Covered Growing Season; the FD-CIC version and the inputs and outputs used; the CI Score; the reduced-CI bushels on the standard-moisture and dry-weight bases stated in the Program Materials; the Biofuel Feedstock Report it relies on; the verification statement; the First Point of Aggregation and delivery records; and any superseding record. An FTC is an evidentiary record. It is not a certificate of title, an environmental attribute or a commodity, and it is not transferable except as the Grower Agreement licenses its use.

6.5 Errors; Superseding Records. Arva does not alter a finalized Program Output. Arva corrects an error by issuing a superseding record that identifies what was corrected, why and when, and notifies affected recipients. Where the error arises from Grower Data, Grower shall cooperate and sign any corrected report under Section 6.2.

6.6 Grower Review. Within thirty (30) days after Arva makes available a CI Score, verification outcome, exclusion of a field or bushels, or payment statement, Grower may request review by written notice to Arva stating the reasons and attaching supporting records. Arva will respond in writing within thirty (30) days and will consult the Verifier on any matter that concerns verification. Arva may correct its own errors on review, but a determination of the Verifier may be changed only by the Verifier. A request for review does not extend any deadline for signing reports or producing records. If the matter is not resolved, the dispute resolution provisions of the Grower Agreement apply.

7. CHAIN OF CUSTODY AND MASS BALANCE

This Article applies to each Program that traces Program Feedstock to a buyer under mass balance, including each Data Program under Supplement A.

7.1 Delivery Channels. Grower may deliver Program Feedstock directly to a Program Biorefinery ("**Farmer-Direct Bushels**") or through one or more First Points of Aggregation ("**Commercial Bushels**"). Grower shall identify each First Point of Aggregation on the Program Enrollment Form or, if not then known, before delivery.

7.2 Reports Travel with the Crop. Grower shall deliver a signed Biofuel Feedstock Report to each purchaser of reduced-CI Program Feedstock as the USDA Rule requires. Grower authorizes Arva to transmit each report and related delivery data for Grower to each First Point of Aggregation, intermediary and Program Biorefinery. Arva's transmission does not relieve Grower of its own obligation. Each First Point of Aggregation and intermediary provides the attestations and keeps the records required by 7 C.F.R. §§ 2100.032 and 2100.034.

7.3 Mass Balance Instructions. To preserve mass balance, Grower shall: (a) deliver Program Feedstock only inside the delivery window stated in the Program Materials if it is to be counted for that Covered Growing Season; (b) keep the scale ticket, settlement sheet, moisture reading and purchaser for every delivery and sale of crop from each Enrolled Field, whether or not sold as reduced-CI crop; (c) report each delivery to Arva or allow Arva to obtain it from the purchaser; and (d) follow the receiving and documentation procedures of each First Point of Aggregation for Program Feedstock. Arva reconciles volumes on the moisture basis and conversion methodology stated in the Program Materials, including on a dry-weight basis at each intermediary where so stated.

7.4 Tax-Year Allocation. Bushels are allocated to a Program Biorefinery's tax year through its mass balance, using the tax-year cutoff stated in the Program Materials. Bushels delivered after a cutoff are allocated to the following tax year where the Program Agreement permits and are settled on that year's cycle.

8. PROGRAM INTEGRITY

8.1 Single Enrollment. A Field-Year may be enrolled through only one Originating Platform, only once in a Program, in only one Program and on only one Output Path, and, except as Section 8.2 permits, may not be enrolled in any other feedstock carbon intensity, carbon, insetting or Scope 3 program. Arva checks each enrollment against its system of record by Field-Year Identifier and field boundary. Where two enrollments overlap, the earliest complete enrollment recorded in Arva's system of record controls, and the later enrollment is rejected.

8.2 Other Programs. Before enrollment and promptly on any change, Grower shall disclose to Arva and the Verifier, its participation in any other sustainability certification system or program covering an Enrolled Field, as required by 7 C.F.R. § 2100.030(e). Grower shall obtain Arva's prior written consent before enrolling an Enrolled Field in any other program that uses the same Field-Year's practice data to support a claim, and Arva may condition its consent on the Verifier confirming that no multiple claiming results. Participation in a USDA conservation program such as EQIP or CSP is permitted if disclosed, and requires Arva's consent only where that program uses the same Field-Year's practice data to support a claim.

8.3 Exclusivity. For each Field-Year, Arva is Grower's sole provider of carbon intensity quantification, verification and documentation services for the purposes of the applicable Program, as the Grower Agreement states. Use of a Partner Originating Platform or an Other Originating Platform within the Program does not breach this Section. Prior adoption of low-carbon practices does not disqualify Grower.

8.4 Prohibited Conduct. Grower shall not, and shall not permit any person acting for it to: (a) submit false, inaccurate, duplicated, reconstructed or back-dated records; (b) split, re-describe or re-bound a field to enroll the same land twice; (c) sell or commit the carbon intensity information or any environmental attribute of a Field-Year to more than one buyer, program or market; (d) interfere with verification or withhold records; or (e) attempt to reverse engineer Arva's models, methods or scoring logic.

8.5 Integrity Measures. If Grower breaches Article 4, 6 or 8, or does not cooperate with verification, Arva may, in addition to its rights under the Grower Agreement: (a) suspend processing of the affected Field-Years; (b) exclude affected fields, bushels or Covered Growing Seasons; (c) withhold payment attributable to affected bushels or units; (d) notify the Verifier and affected Program Biorefineries, Environmental Asset Buyers and registries; (e) issue superseding records or invalidate affected Program Outputs; and (f) require Grower to bear the cost of any resulting re-verification.

9. DATA USE PERMISSIONS AND SECURITY

9.1 Scope. This Article states the permitted recipients and uses of Grower Data, including the scope of each sublicense referred to in the Grower Agreement (for the Arva Grower Agreement, the last sentence of its Section 6.3), and Arva's data security, retention and incident notice commitments. Nothing in these Terms prohibits a disclosure required by the USDA Rule, by law, or by any audit or examination relating to a 45Z Credit, or restricts audit scoping disclosures under the Grower Agreement.

9.2 Permitted Recipients and Uses. Grower Data may be accessed and used only by the following recipients, for the following purposes:

Recipient	Permitted access and use	Prohibited
Arva and its sub-processors	All Grower Data, for the Program Purpose and to create Program Outputs and Aggregated Data.	Claiming, retiring or selling any 45Z Credit for its own account; in a Data Program, claiming, retiring or selling any environmental attribute.
Program Biorefinery (Data Programs)	Grower Data and the Document Chain under the Program Biorefinery sublicense in the Grower Agreement, including through any hosting system named in Supplement A.	Agronomic, input-sales or other commercial secondary use; disclosure outside that sublicense.
Biorefinery advisors, verifiers, Section 6418 transferees, tax insurers and lenders	The records needed for their engagement, diligence or review, while engaged.	Use outside that engagement; onward disclosure.
Verifier and any registry used for the Program	Grower Data, Program Outputs and the Document Chain as needed to verify, register and evidence reports, FTCs and Environmental Assets.	Use outside verification or registration.
Program Partner	Grower Data only as needed to perform the capacities identified for it in the applicable Program Supplement and Program Enrollment Form.	Model training, optimization or benchmarking; secondary use; acquiring rights in Program Outputs.
Partner Originating Platform Provider and Other Originating Platform Provider	Grower Data for the designated Field-Years as needed to capture and transmit it to Arva and to receive back the results the Program Supplement provides.	Acquiring rights in Program Outputs; use of Program Outputs outside the Program.

Recipient	Permitted access and use	Prohibited
First Point of Aggregation and intermediaries	Reports, attestations and delivery data needed for recordkeeping and transmission under 7 C.F.R. §§ 2100.032 and 2100.034.	Field-level agronomic data not needed for those functions.
Channel Partner	Data it enters for Grower under Section 2.3, and delivery, First Point of Aggregation, ticket and settlement data needed for delivery matching and payment.	Field-level agronomic data or CI Scores not needed for those functions; origination or input-sales targeting.
Environmental Asset Buyer (Environmental Asset Programs)	The evidentiary record for the Environmental Assets it holds, as provided in Supplement B.	Re-identification; use outside substantiating its claim.
Governmental authorities	Any Grower Data or Program record requested in connection with the USDA Rule, a 45Z Credit or other law.	None.
Grower	Its own Grower Data and the CI Scores and reports for its Enrolled Fields.	Uses barred by Section 3.5.

9.3 Use Restrictions. No recipient other than a governmental authority may use Grower Data (a) to develop, train, benchmark or improve any product, service, model or algorithm outside the Program Purpose; (b) for input-sales targeting, land acquisition, credit scoring, insurance underwriting or commodity trading; (c) for sale or other commercialization; or (d) to re-identify Aggregated Data. Arva shall bind each recipient other than a governmental authority in writing to restrictions no less protective than this Article.

9.4 Sub-Processors. Arva may use sub-processors to host, process and support Program data. Arva binds each sub-processor in writing to confidentiality and security obligations no less protective than this Article, remains responsible for its performance, and will provide a current list of sub-processors on Grower's reasonable request.

9.5 Security. Arva maintains an information security program appropriate to the sensitivity of Grower Data, including role-based, least-privilege access; unique named accounts with multi-factor authentication for administrative and remote access; encryption of Grower Data in transit and at rest; vulnerability management; tested backup and recovery; and secure disposal. On reasonable request, not more than once a year, Arva will provide a summary of its security program.

9.6 Scoping, Segregation and Cross-Platform Exchange. Each exchange of Grower Data between an Originating Platform, the Arva Platform and any destination system is made through an authenticated interface, is limited to the Field-Years actually enrolled and to the data fields needed for the Program Purpose, and is logged. Whole-account and bulk exports beyond the enrolled scope are prohibited. If Arva receives data from a platform for fields or seasons that are not enrolled, Arva will not use it and will delete it. Each Field-Year carries its Field-Year Identifier, and Program data is kept logically separate from data collected for any other program so that single enrollment can be confirmed.

9.7 Logging. Arva logs access to and disclosure of Grower Data in identifiable form, protects its logs against alteration, retains them for the Tax Exposure Period (or the retention period in the applicable Program Supplement), and produces relevant log records on reasonable request of the Verifier, a Program Biorefinery, an Environmental Asset Buyer or a governmental authority in connection with an audit.

9.8 Retention and Deletion. Grower Data needed to support the Document Chain or an Environmental Asset is retained for the Tax Exposure Period (or the retention period in the applicable Program Supplement) and is not deleted or made inaccessible during that period, regardless of any termination or platform change. Other Grower Data is deleted or de-identified when no longer needed for the Program Purpose and on

expiration of that period. Backup copies may persist until overwritten in the ordinary course, subject to this Article.

9.9 Security Incidents. Arva will notify Grower without undue delay, and in any event within seventy-two (72) hours after confirming, any unauthorized access to, disclosure of or loss of Grower Data in identifiable form, describing the incident, the data affected and the remediation taken, and will notify affected recipients where the incident affects Program records they hold or rely on.

9.10 Personal Information. Personal information is collected only as needed to identify Grower, its authorized users and payees and the signers of reports and attestations. It is processed only for the Program Purpose in accordance with applicable privacy and agricultural data laws and Arva's privacy policy (https://arvaintelligence.com/docs/Privacy-Policy), is not included in Aggregated Data, and is not used for marketing or to offer products or services to Grower.

9.11 Aggregated Data. Arva may create, use, disclose and retain Aggregated Data for any lawful purpose, including improving its methods and services. Aggregated Data does not include personal information or identify Grower or any Enrolled Field, and no recipient may re-identify it.

9.12 Grower Copy and Correction. On Grower's written request, Arva will provide a machine-readable copy of the Grower Data Grower provided, with the CI Score and reports for each Enrolled Field, within thirty (30) days, at no charge for the first request in any twelve-month period. Grower may ask Arva to correct inaccurate Grower Data; after the data lock, Section 6.5 applies.

9.13 Survival. This Article survives for as long as any recipient holds Grower Data in identifiable form.

10. REQUIRED GROWER TERMS AND RELIANCE

10.1 Required Grower Terms. For purposes of the Arva Grower Agreement (Section 5.2), Sections 2.1, 2.6 through 2.8, 3.3, 3.5, 4.1 through 4.5, 5.1, 6.2, 6.3, 6.5, 7.1 through 7.3 and 8.1 through 8.4 of Part I, and Sections A.4 through A.7 and A.9 of Supplement A, are Required Grower Terms to the extent they support the Sections of that agreement listed in its Section 5.2.

10.2 Reliance. Each Program Biorefinery, Environmental Asset Buyer, Verifier and registry, and each transferee under Section 6418 of the Internal Revenue Code, may rely on Grower's reports, attestations and declarations and on the Program records in accordance with the Grower Agreement.

11. GENERAL

11.1 Notices and Contact. Arva gives notices under these Terms by email to the address in Grower's Program Enrollment Form or through the Arva Platform. Grower gives notices to Arva at [program contact email] or as the Grower Agreement provides.

11.2 Disputes. Disputes under these Terms are resolved as the Grower Agreement provides, after any review under Section 6.6.

11.3 Interpretation. "Including" means including without limitation. Headings are for convenience only. A reference to a Section of a Grower Agreement is to the Arva Grower Agreement unless the context requires otherwise.

SUPPLEMENT A

SECTION 45Z FEEDSTOCK CARBON INTENSITY DATA PROGRAMS

BASF–Arva Low Carbon Intensity Feedstock Program (the "LCIC Program")

A.1 Program. The LCIC Program is a Data Program. It provides feedstock carbon intensity data and verification services to Program Biorefineries that claim the 45Z Credit on fuel produced from Program Feedstock. Arva owns and administers the LCIC Program. The Program Biorefineries are identified in the Program Materials for each plant.

A.2 Program Partner. BASF Agricultural Solutions US LLC ("**BASF**") is a Program Partner in the following capacities only: (a) Partner Originating Platform Provider for xarvio® Field Manager, including preliminary CI calculation for Field-Years captured there; (b) provider of xarvio® Bioenergy, through which Program records are made available to Program Biorefineries; and (c) [maintainer of mass balance records for Program Biorefineries that elect it]. BASF is not a party to the Grower Agreement, and no obligation runs to or from Grower and BASF under it or these Terms.

A.3 Field Manager. xarvio® Field Manager is a Partner Originating Platform. [BASF has agreed with Arva to release and transmit Grower Data for Enrolled Fields to Arva on Grower's instruction and claims no right in Program Outputs.] Grower's designation of xarvio® Field Manager on its Program Enrollment Form is its instruction to BASF under Section 2.6(b), and Rider 2 is not required for those Field-Years.

A.4 Additional Eligibility. In addition to Section 2.1: (a) the crop is field corn or grain sorghum (or another crop Arva accepts for the LCIC Program); (b) the land used to grow it was cropland on January 17, 2025, and was not converted to crop production after that date; (c) the crop is delivered, directly or through First Points of Aggregation, to a Program Biorefinery; and (d) Grower can give each declaration in the Biofuel Feedstock Report.

A.5 Required Grower Data. Grower shall provide the following for each Field-Year. Items marked "if claimed" are required only where Grower claims the practice.

Category	Grower Data required	Typical evidence
Field and operator	Farm and field names; field boundary and management units; acres; owned or leased; operator; Field-Year Identifier	Platform field records; FSA maps; lease
Crop and planting	Crop; planting date; seeding rate	Planter data; records
Synthetic nitrogen and nutrients	For every application: product, source and nutrient content; rate; date; method; location	Fertilizer receipts; as-applied maps; custom applicator records
Soil test	Soil test results dated no more than two years before the crop interval	Laboratory reports
Nutrient budget and yield goal	Pre-application nutrient budget and yield goal built from the soil test or by a qualifying agricultural expert; planned and applied nitrogen	Nutrient management plan; agronomist recommendation
Expected yield	Crop insurance approved yield or, if uninsured, the RMA transitional yield or FSA ARC-County benchmark	Insurance or RMA/FSA printout
Harvest, yield and moisture	Bushels harvested; moisture; adjustment to standard moisture	Yield monitor data; scale tickets; settlement sheets
Sales and deliveries	Every sale of crop from the field: amount, moisture, purchaser, date, delivery location and, for reduced-CI sales, the FD-CIC carbon intensity	Scale tickets; settlement sheets; contracts
Tillage (if claimed)	Every field operation from the previous harvest through this harvest; USDA T-DISC result	Machine data; operation logs; T-DISC output

Category	Grower Data required	Typical evidence
Cover crop (if claimed)	Species; seeding date, method and rate; acres; termination date and method; grazing	Seed receipts; geo-tagged photos; imagery
Nitrification inhibitor (if claimed)	Product and fraction of nitrogen treated	Receipts; as-applied records
Manure (if claimed)	Manure test (N-P-K), sample date and location, animal source, amount applied, source records	Laboratory reports; application records
Other programs	Any other sustainability certification system or program covering the field	Program contracts
Prior seasons	Contemporaneous Documentation Declaration for seasons harvested before enrollment	

A.6 Practice Standards Summary. This summary is for convenience; subparts F and G of the USDA Rule control.

Practice	Summary of the USDA Rule requirement	Credited in FD-CIC?
Nutrient management (every field)	Pre-application nutrient budget and yield goal built from a soil test no more than two years old or by a qualifying agricultural expert; actual synthetic nitrogen applied reported and reconciled to actual yield at standard moisture and to expected yield.	Required
No-till	T-DISC ≤ 0.075 across the crop interval; no full-width disturbance (strip-till and fertilizer injection allowed); no-till on all crops in the rotation at least four of every five years.	Optional
Reduced till	T-DISC ≤ 0.252; residue not harvested or burned.	Optional
Cover crop	Fall-seeded (interseeding allowed); terminated by winter kill, herbicide or non-soil-disturbing mechanical means; not harvested or burned; grazing allowed if at least half the above-ground growth remains.	Optional
Nitrification inhibitor	AAPFCO-defined product accepted by the state fertilizer official; fraction of nitrogen treated reported.	Optional
Manure	Tested for each manure type each crop interval and applied within the nutrient budget (§ 2100.062).	Optional
Biochar, buffers, grazing systems, silvopasture and similar	Not inputs to the FD-CIC.	Not credited

A.7 Biofuel Feedstock Reports. Arva prepares Biofuel Feedstock Reports at the level the USDA Rule requires, using the FD-CIC version stated in the Program Materials, and attaches the FD-CIC printout for each management unit. Grower certifies each report as farm producer under 7 C.F.R. § 2100.031(e), including the declarations in Section 4.4 of the Arva Grower Agreement, under penalties of perjury. A copy of each signed report accompanies the grain to each purchaser under Section 7.2.

A.8 Program Outputs; No Environmental Attribute. The LCIC Program produces CI Scores (in grams of CO2e per bushel, converted where needed to kilograms of CO2e per MMBtu under the Program Materials), Biofuel Feedstock Reports, FTCs, verification results and the Document Chain. It creates and transfers no environmental attribute, offset, credit or certificate, as Section 2.5 of the Arva Grower Agreement provides. Each 45Z Credit belongs only to the Program Biorefinery that claims it.

A.9 Retention. The retention period for the LCIC Program is the Tax Exposure Period. Grower shall keep its records for at least five (5) years after the end of each Covered Growing Season, and longer if Arva notifies Grower that an assessment, examination, contest or claim period relating to a 45Z Credit supported by that season remains open.

A.10 Payment. Payment is made under Article 7 and Exhibit B of the Arva Grower Agreement, only after the Program Biorefinery claims or transfers the related 45Z Credit and remits the attributable amount to Arva. No payment accrues for a CI Score at or above the 45Z default baseline stated in the Program Materials.

SUPPLEMENT B

ENVIRONMENTAL ASSET PROGRAMS

B.1 Application. This Supplement applies to each Program that Arva designates as an Environmental Asset Program, including the CropForce Scope 3 programs, in which Growers enroll under Arva's separate grower agreement for those Programs (the "**Environmental Asset Grower Agreement**"). It does not apply to any field enrolled under the Arva Grower Agreement. References in Part I to the Grower Agreement mean, for this Supplement, the Environmental Asset Grower Agreement.

B.2 Environmental Asset. "**Environmental Asset**" means each serialized unit Arva issues under an Environmental Asset Program representing [one (1) metric tonne of CO2e] of verified [emission reduction or removal] achieved on Enrolled Fields for a Field-Year, as quantified under the Program methodology stated in the Program Materials and verified by the Verifier. The Program recognizes one governed right in an Environmental Asset: ownership, which carries the exclusive right to hold, transfer and retire the Environmental Asset and to make the associated claim.

B.3 Title. Arva takes title to each Environmental Asset on issuance. Effective on issuance, Grower assigns to Arva all right, title and interest Grower has or may have in the environmental attributes and benefits, and in the achievement of the reduction or removal, that the Environmental Asset represents, and Grower shall not sell, pledge, claim or otherwise deal in them. Where Rider 1 applies, the landowner consents to that assignment and agrees not to assert any interest in the Environmental Asset. Title passes from Arva to an Environmental Asset Buyer only when the transfer is recorded under Section B.6.

B.4 Grower Data Not Included. Arva's title to Environmental Assets does not include Grower Data. Grower keeps ownership of Grower Data and licenses it to Arva under the Environmental Asset Grower Agreement. Arva owns the verified CI Scores, quantification results, verification results, the evidentiary record as Arva assembles it and the other Program Outputs and data Arva derives from Grower Data, as Section 3.4 provides.

B.5 Evidentiary Record. The Program Outputs and records that support an Environmental Asset are its evidentiary record. They are not a separate instrument and no separate right of ownership exists in them. The holder of an Environmental Asset has an exclusive license to access and use the evidentiary record for that Environmental Asset to substantiate its holding and claim. That license travels with the Environmental Asset on each recorded transfer, may be sublicensed for access and use only, and includes Grower Data only in the form and to the extent needed to substantiate the claim, de-identified wherever the claim permits.

B.6 Register. Arva records the issuance, transfer and retirement of each Environmental Asset by unique serial number in [the Arva Platform / a registry Arva designates in the Program Materials]. An Environmental Asset may be retired only once. A retired Environmental Asset cannot be transferred, and its evidentiary record is retained for the retention period in the Program Materials.

B.7 Claims. Only the holder that retires an Environmental Asset, or the beneficiary named on retirement, may make the claim associated with it. Grower and any Channel Partner may not claim the reduction or

removal represented by an Environmental Asset, or use the related Field-Year in any other claim, report or program, but may state factually that they participate in the Program.

B.8 Relationship to Data Programs. Section 3.3 applies: a Field-Year that supports an Environmental Asset may not support a Biofuel Feedstock Report, and a Field-Year for which a Biofuel Feedstock Report has been signed may not support an Environmental Asset.

B.9 Program-Specific Terms. The Grower Data set, practice standards, quantification methodology, verification cycle, any reversal or buffer rules, payment basis (per acre or per tonne) and retention period for each Environmental Asset Program are stated in the Environmental Asset Grower Agreement and the Program Materials for that Program.