

AFFILIATE AGREEMENT

This Agreement entered into this _____ day of _____, 20____ by and between Oklahoma Genetics, Inc., an Oklahoma non-profit 501(c)(5) corporation and _____ (Affiliate Name).
(Address)_____

The Parties hereby Stipulate and Agree as Follows:

1. **Participation:** In consideration of the obligations and requirements set forth herein, OGI agrees to allow the Affiliate to participate in the programs and activities of OGI and to produce and market seed licensed by OGI.
2. **Qualifications of Affiliate:** The Affiliate must at all times be a voting member in good standing with the Oklahoma Crop Improvement Association and be a R3, R2, or C3 grower as defined in the by-laws of OGI, or, in the alternative, have been an approved seed conditioner who has had a continuous record of conditioning and/or merchandising certified seed for the ten (10) previous years.
3. **Obligations of Affiliate:** In order to maintain full status as an Affiliate, the Affiliate agrees to the following:
 - a. **Fees:** The payment of an initial fee of \$200.00 for the first year, and a renewal fee of \$100.00 each calendar year as set by OGI's Board of Directors.
 - b. **Payment of Assessments:** Affiliate shall pay all assessments as determined by OGI's Board of Directors which are:
 - i. General Assessments which are assessed equally against all Affiliates, or
 - ii. Assessments which are levied based on the type of seed and number of units sold.
 - c. **Maintenance of Records:** Affiliates shall keep and maintain production records, sales records, customer names, addresses and phone numbers, quantities of carry-over seed, and the sales of excess seed for grain, including scale tickets.
 - d. **Deadline for Documentation Requirements:** Affiliate shall meet all deadlines for completing paperwork and documentation requirements as determined and published by OGI's Board of Directors.
 - e. **Other Requirements:** Affiliates shall maintain such other records, or meet such other deadlines as may be determined and published by OGI's Board of Directors.
4. **Probationary Status:** In the event that Affiliate fails to satisfactorily and timely perform one or more obligations set forth in Paragraph 3, OGI Board of Directors may place the Affiliate on a probationary status and shall send a written notice to such Affiliate of the probationary status and the steps required by the Affiliate to

remove itself from such status. Such status shall set forth the date by which each deficiency must be cured.

5. **Termination:** An affiliate may be terminated by OGI Board of Directors if the following occurs:
 - a. Failure to correct each deficiency with the time period allotted while on probationary status.
 - b. Failure, within thirty (30) days, to pay Affiliate Fees or Assessments after they become due.
6. OGI shall have the right to audit the Affiliate's business records and accounts for the purpose of determining the accuracy of reports, records, accounts and payments required pursuant to this Agreement. The audit may be conducted by OGI, or by an agent of OGI. Failure to make such records available to OGI shall result in immediate termination but shall not extinguish OGI's right to audit. Should such audit reveal any underpayment, the Affiliate agrees to, within ten (10) days, pay such owed amount and shall be subject to being placed on probationary status or immediate termination of the Agreement, such option at the sole discretion of OGI's Board of Directors.
7. All the terms of this Agreement shall be binding upon, and be enforceable by, the respective legal representatives, and the successors and assigns of these parties.
8. No waiver by either party hereto of the breach of any of the terms and conditions of this Agreement by the other party should be construed as a waiver by such party of any subsequent breach.
9. This Agreement is made pursuant to and shall be construed under the laws of the State of Oklahoma.
10. This Agreement constitutes the entire Agreement between the parties hereto and may only be modified in a writing signed by all parties. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

Affiliate Name

Executive Director
Oklahoma Genetics, Inc.