Call for Expressions of Interest

Early-Stage Agriculture & Agrifood Capital Allocation

1.0 Introduction & Objectives

To promote the growth of Canada's strategically important agriculture and agri-food sectors, Farm Credit Canada ("**FCC**") is seeking to allocate approximately $75 million in amounts of between $5 million and $30 million to support a portfolio of two (2) to four (4) fund managers with demonstrated expertise in early-stage agriculture and agri-food related businesses, such as:

- Agricultural technology;
- Agri-food technology and manufacturing;
- Biological inputs and crop protection;
- Precision agriculture, sensors, and data platforms;
- Farm automation and robotics;
- Supply chain, logistics, and post-harvest technologies;
- Climate-resilient agriculture and sustainability solutions; and,
- Animal health, nutrition, and alternative proteins.

("**Agriculture and Agri-food Businesses**")

The objective of this Request for Expressions of Interest ("**EOI**") is to gather information to assist FCC in identifying interested fund managers capable of generating positive risk adjusted financial returns while navigating the unique industry dynamics, regulatory risks, and adoption risks inherent in Agriculture and Agri-food Businesses. FCC is also seeking strategies that are expected to increase the availability of risk capital for Agriculture and Agri-food Businesses and strengthen and broaden the Canadian agriculture and agri-food business ecosystem (the "**Ecosystem**").

FCC is therefore requesting information about the track record and differentiation between experienced fund managers and their peers relating to capital discipline, sector fluency, and repeatable underwriting frameworks that will be prioritized over narrative or thematic investing. Clear articulation of risk management in Agriculture and Agri-food Businesses is highly valued.

All fund managers with demonstrated expertise are encouraged to submit a response, including those fund managers that would be establishing a Canadian operation to fulfill the investment objectives.

2.0 Evaluation of submissions

FCC intends to evaluate written submissions with the intent of satisfying the objective above. Following the review of written submissions, FCC may determine that one or more respondents have proposed viable or attractive solutions, for which FCC may request a more detailed presentation. The intention of any presentation(s) requested by FCC will also be to meet the EOI objectives.

Note: FCC may deem that presentations are not necessary for this EOI.

Although FCC will retain the right to do so, it does not intend to award a contract as an immediate outcome of this EOI and anticipates that this process will produce one of the following outcomes:

- Identification of several suitable opportunities that FCC may choose to further engage with in a separate assessment process;
- Identification of only one fund manager that FCC may choose to further examine or pursue; or,
- A decision by FCC to re-evaluate its needs, postpone or abandon further pursuit of fund manager opportunities pursuant to this EOI.

3.0 EOI Notice: Non-binding process

This EOI is issued for information gathering purposes only and is intended to assist FCC in identifying and evaluating potential investment opportunities and engaging in exploratory discussions with interested respondents, including, at FCC's discretion, further diligence or discussions regarding potential agreements with one or more respondents.

This EOI does not constitute a solicitation, tender, request for proposals, or procurement process under any applicable procurement or contracting framework, and it is not intended to give rise to any competitive bidding process, whether formal or informal.

Participation in this EOI does not create any contractual, legal or other obligation on the part of FCC, nor does it confer any rights on any respondent. FCC does not intend to create a contractual or other legal relationship or commitment, either express or implied, with any respondent (except to the extent implied in the EOI Terms and Conditions outlined in Appendix "B"), unless and until there is successful negotiation and execution of a definitive written agreement between FCC and the applicable respondent, and FCC shall have no liability to any respondent for any costs or losses incurred in connection with this EOI or any related process.

No representation or warranty is made by FCC as to the accuracy or completeness of any information contained in this EOI or otherwise provided in connection with the EOI process (including but not limited to any enquiries or responses). Each respondent is solely responsible for conducting its own investigations and analysis and for verifying the information upon which it relies. FCC shall have no liability to any respondent resulting from the use of, or reliance on, any such information.

4.0 Scope of Information Requested

In order to enhance FCC's knowledge and understanding about each respondent's capabilities to meet the EOI objectives, FCC requests the following information:

4.1 Investment Process and Strategy

Respondents must outline a well-developed strategy consistent with the objectives of this EOI. Respondents should also describe how their approach is expected to support and strengthen Canadian Agriculture and Agri-food Businesses. The strategy must also describe the following:

- How your firm will create measurable value for Canadian Agriculture and Agri-food Businesses;
- Capability/track record with respect to providing support, guidance and expected value-added for Canadian Agriculture and Agri-food Businesses;
- How the proposed investment strategy is consistent with demonstrated capabilities and has an emphasis on specific agriculture or agri-food sub-sectors, including those relevant to Canadian Agriculture and Agri-food Businesses;
- Strategies for growing and scaling businesses within the Ecosystem; and
- Strategy/demonstrated capabilities for maximizing overall leverage to support Canadian Agriculture and Agri-food Businesses.

4.2 Target Allocation Parameters

Please confirm alignment with the following parameters or clearly state and explain deviations:

- Stage Focus: Pre-seed, Seed, and transactions involving initial total capital investment of less than $5 million.
- Geographic Focus: Canada.
- Investment Size Range: Initial and follow-on / reserves.
- Ownership Targets: At entry and at maturity.
- Fund Life: Standard 10–12 years (extensions if applicable).

- Expected Net Returns: Target gross and net internal rate of return (“**IRR**”)/ multiple of invested capital (“**MOIC**”).

4.3 Firm Overview

Please provide an overview of your firm including items such as:

1. Firm Background
   - Legal entity name and year founded.
   - Headquarters and office locations.
   - Ownership structure of the management company.
   - Assets under management (total and agriculture-specific) including current fund size and predecessor funds.

2. Team
   - Biographies of all investment professionals.
   - Roles and decision-making authority.
   - Prior experience in agriculture, biology, supply chains, or relevant operating roles.
   - Time allocation across funds and activities.
   - Key person (“**Key Person**”) risk and succession planning.
   - Investment committee composition.
   - Location of investment team members, including current or planned Canada-based operational presence relevant to sourcing and portfolio support.

3. Incentive Alignment
   - General partner (“**General Partner**”) commitment to the fund (% of total commitments).
   - Carried interest structure.
   - Management fee structure.
   - Clawback provisions.

4. Legal/Regulatory Matters
   - Disclose any material actual, pending or threatened litigation, arbitration, regulatory investigation, enforcement actions, or other legal proceedings involving the firm within the past five (5) years, including their status and outcomes.
   - Provide a brief summary of all current registrations, licenses, and compliance status with applicable regulatory bodies (e.g., provincial securities commissions, investment dealer associations), including details of any material deficiencies, remediation efforts, or enforcement actions.
   - Disclose any existing engagement(s) with the Government of Canada and its entities that relates to the opportunity described in this EOI.
   - Describe how investment opportunities and capital are allocated among the fund and any affiliated or parallel strategies with overlapping or similar mandates, including governance, conflicts management, and oversight mechanisms.
   - Confirm that your firm has a Code of Conduct.
   - Disclose any other material legal, regulatory, or compliance matters.

4.4 Investment Thesis & Strategy

Please articulate your core investment thesis and how it translates into a repeatable advantage. Provide information on how you currently identify, evaluate and select companies for investment, by describing your:

1. Investment policy and process;
2. Process for finding investment opportunities and generating deal flow, including due diligence;
3. Specialized strategies to address emerging areas, and the rationale and expected impact; and
4. Strategies for achieving exits.

1. Sector Focus
   - Sub-sectors within Agriculture and Agri-food Businesses that you prioritize and avoid
   - Rationale for inclusion/exclusion.
   - Views on topics like hardware vs. software; biological or climate- related risk (e.g., forest fires, flooding); regulatory risk; execution risk.
   - Geographic focus and target Canadian allocation.

2. Stage Discipline
   - Entry stage rationale.
   - Criteria for advancing capital through follow-on rounds.
   - Typical time from initial investment to value inflection.

3. Value Creation
   - How your firm helps portfolio companies beyond capital, including but not limited to:
     1. Go-to-market support (adoption by producers and others involved in Agriculture and Agri-food Businesses, enterprise sales, channel partnerships).
     2. A) Regulatory, trialing, and commercialization support.
        B) Intellectual property strategy, due diligence and prosecution.
     3. Talent recruitment and board involvement.

4.5 Deal Sourcing & Competitive Advantage

Please describe your firm's deal sourcing strategy and competitive advantage, including items such as:

1. Proprietary Deal Flow
   - Process of originating opportunities and developing pipeline.
   - Sources of differentiated deal access.
   - Relationships with universities, incubators, corporations, growers, or co-ops, including relevant Canadian networks and partners.
     - How Canada is expected to be a primary beneficiary of your sourcing approach and Ecosystem engagement.
   - Role of inbound vs. outbound sourcing.

2. Selection Edge
   - Why founders choose you over other funds.
   - Examples of competitive rounds you have won and why.

4.6 Underwriting & Due Diligence Process

Please describe your underwriting and due diligence processes generally. Given the technical and biological complexity of Agriculture and Agri-food Businesses, where applicable, please also describe:

1. Technical Diligence
   - Evaluation of biological risk, field trial data, technology validation (including intellectual property strategy and due diligence) and scalability.
   - Use of third-party experts or advisory boards.
   - Approach to validating unit economics.

2. Market & Adoption Risk
   - Framework for assessing willingness to pay on the part of producers and others involved in Agriculture and Agri-food Businesses.
   - Sales cycle assumptions and validation.
   - Channel conflict and incumbent risk.

3. Regulatory & Policy Risk

- Experience engaging with relevant domestic and international regulatory authorities and agencies (e.g., Pesticide Regulatory Directorate, Canadian Food Inspection Agency, Health Canada, Grain Commission, Fisheries and Oceans Canada, Competition Bureau).
- How regulatory timelines are underwritten.

4. Investment Committee Process
   - Decision-making process, structure and governance.
   - Time from first meeting to term sheet.
   - Examples of deals declined late and why.

4.7 Portfolio Construction & Risk Management

Please describe your firm's portfolio construction and risk management approaches, including items such as:

1. Portfolio Strategy
   - Target number of portfolio companies per fund.
   - Capital allocation per company (initial + reserves).
   - Diversification across crops, geographies, and business models.

2. Risk Management
   - Approach to binary risk (e.g., biological efficacy, regulatory approval).
   - Write-off discipline and follow-on decision rules.
   - Concentration limits.

4.8 Track Record & Performance

Please provide fund-level and deal-level performance, clearly separating realized and unrealized results. A demonstrable record of realized performance is critical to a response.

1. Fund Performance
   - Gross and net IRR and MOIC.
   - Distributions to paid-in capital, residual value to paid-in capital, total value to paid-in capital.
   - Performance relative to vintage or other benchmarks.

2. Case Studies
   - 2–3 successful investments (entry, value creation, exit), with at least one (1) case study being Canada-based or clearly Canada-relevant.
   - 1–2 challenged or failed investments and lessons learned.

3. Exits
   - Exit types (strategic, IPO, secondary).
   - Typical acquirers in agriculture.
   - Time to exit.

4.9 Sustainability

Please provide a summary of your firm's approach to sustainability matters and impact measurement, including items such as:

1. Integration
   - How sustainability or climate impact is incorporated into investment decisions.
   - Metrics tracked (e.g., water usage, emissions reduction, yield improvement).

2. Reporting
   - Impact measurement frameworks used (if any).

- Limited partner (“**Limited Partner**”) reporting cadence and transparency.

4.10 Fund Operations & Reporting

Please provide a summary of how your firm’s front, mid, and back-office functions are conducted, including items such as:

1. Back-Office & Controls
    - Fund administrator.
    - Auditor and legal counsel.
    - Valuation policies.

2. Limited Partner Reporting
    - Frequency and content of reports.
    - Portfolio company Key Performance Indicators (“**KPIs**”) tracked.
    - Transparency into marks and write-ups.

4.11 Additional Terms & Legal Considerations

Please provide a high-level, non-exhaustive summary of your firm’s proposed governance framework and key legal terms relevant to institutional Limited Partners, noting any material deviations from typical institutional market standards, on an indicative non-binding basis, including in the following areas:

- Advisory committee governance;
- Co-investment opportunities and general allocation approach;
- Most-favored-nation (“**MFN**”) rights;
- Investment restrictions and excuse rights;
- Removal and replacement rights, including removal of the General Partner and/or manager for cause, and if applicable, without cause, and indicative approval thresholds;
- Key Person provisions;
- Compliance framework, including sanctions, anti-corruption, anti-money laundering and anti-terrorist financing policies, and the ability to provide Limited Partners with ongoing diligence and compliance information as required;
- Conflicts of interest management, including policies and governance processes for identifying, disclosing, and managing conflicts at the fund, General Partner, and portfolio company levels;
- Side letter arrangements, including your firm’s general approach to side letters for institutional investors, and willingness to accommodate investor-specific legal, regulatory, policy, governance, or reporting requirements; and,
- Canadian agriculture and agri-food considerations, including how your firm’s strategy, initiatives or operations are expected to provide benefits to and enhance Canadian Agriculture and Agri-food Businesses.

Note: Detailed legal terms, representations, covenants, and transaction-specific requirements will be addressed during subsequent diligence and documentation stages, if applicable.

5.0 References

Please provide:

- At least two (2) existing Limited Partner references; and,
- At least two (2) founder references, illustrating relevant experience, including:
- the name and details for the contact person (title, phone number, email address);
- a description of the party and their connection to Agriculture and Agri-food Businesses (e.g., size, industry, location, etc.); and,
- nature and the duration of the relationship.

6.0 Summary of the review & assessment process

i. Interested respondents will submit a written response to the EOI;
ii. All respondents must submit a completed and signed Confidentiality and Non-Disclosure Agreement (see Appendix A);
iii. Based on information provided in the EOI, a selection committee may identify a limited number of candidates to proceed to the next stage of the assessment process;
iv. Due diligence and reference checks of the candidates will be carried out;
v. Candidates will be notified and may be requested to provide supplemental information;
vi. Following receipt of the supplemental information, candidates may be invited to meet with the selection committee and other relevant parties, including to deliver a presentation;
vii. Following any such meetings or presentations (if any), a shortlist of preferred candidates may be invited to enter into further discussions and potential negotiations; and,
viii. Each candidate selected to proceed, if any, will be invited to participate in negotiation and settlement of the indicative term sheet and any definitive documents required, all on terms acceptable to FCC.

7.0 Response Guidelines & Timeline

Responses should address the requested information set out in this EOI. Responses should be limited to a document of less than fifty (50) pages, preferably in PDF. Additional appendices may be attached; however, the answers provided in the main body of the response should include a comprehensive overview of all relevant details.

To be considered, respondents must submit to FCC, one (1) electronic copy (PDF preferred) by email and two (2) printed copies (to be sent by courier) of the EOI, including all appendices to the addresses below:

Email:	Physical:
invest@fcc-fac.ca	Attn: FC3
	1000-555 Legget Drive
	Kanata, ON K2K 2X3

Response deadline for submission of both the electronic and printed copies is August 31, 2026 by no later than 5:00 pm ET (the **"Response Deadline**").

8.0 Additional required documents

Along with the EOI, each respondent must also submit one original completed and signed copy of the Confidentiality and Non-Disclosure Agreement (see Appendix A).

9.0 Evaluation criteria

Responses that address the requested information described in this EOI will be reviewed and scored in accordance with a point-rated evaluation grid determined by FCC. FCC is seeking to strengthen and broaden the Ecosystem while increasing the availability of risk capital for Agriculture and Agri-food Businesses. A selection committee will therefore be asked to evaluate submissions based on their overall scores, their impact on the Ecosystem and on the availability of risk capital for Agriculture and Agri-food Businesses. As such, FCC reserves the right to select respondents with lower evaluation scores if their responses improve the overall strategic impact of the initiative.

Eligibility and evaluation criteria may be amended at any time to reflect changes in applicable laws, policies, directives, or other requirements applicable to FCC, and FCC may, but is not required to, notify respondents of any such amendments or issue a new or revised EOI, including but not limited to circumstances where amendments affect eligibility, evaluation criteria, or scoring.

10.0 Selection committee

FCC intends to establish a selection committee to review and assess responses received and to provide recommendations regarding the further assessment of, and potential engagement with, one or more respondents. The composition, mandate, and operation of any such committee (including whether it includes FCC personnel and/or third-party advisors) will be determined by FCC in its sole discretion.

11.0 Accommodation and accessibility

FCC is committed to providing a fair response and assessment process, including for respondents that may face accessibility barriers. Should a respondent require any type of accommodation or have questions about the access provided during the response and assessment process, please contact <invest@fcc-fac.ca>.

12.0 Exclusions

FCC reserves the right, at any time, to:

- Request written clarification or the submission of supplementary written information in respect of a response;
- Waive any formalities and accept responses that substantially comply with the requirements of the assessment process;
- Verify with any respondent or with a third party any information set out in any response;
- Check references other than those provided by a respondent;
- Make changes, including substantial changes, to the assessment process or associated documents;
- Select any respondent as a selected candidate over a candidate who is ranked higher;
- Suspend, cancel or terminate this EOI or the assessment process;
- Cancel the assessment process and issue a new assessment process for the same or similar objectives;
- Amend the total available funding, or reallocate funding between streams;
- Accept any responses in whole or in part; or
- Reject any or all responses.

13.0 Respondents to bear costs

Each respondent will be responsible for all fees, costs and expenses that are incurred by it in connection with the EOI, including, without limitation, all fees, costs and expenses relating to the preparation and issuance of responses to the information request, any supplemental information prepared and provided, to the preparation for and attendance at any meetings or presentations, including with the selection committee, and to the negotiation and settlement of any documentation relating to an investment from FCC.

14.0 Enquiries

All enquiries must be submitted by email to: <invest@fcc-fac.ca>.

All enquiries must be submitted by 2:00 PM ET at least fifteen (15) business days prior to the Response Deadline. FCC will respond only to enquiries seeking clarification of procedures or guidelines contained in this EOI. FCC may, in its sole discretion, decline to respond to any enquiry where FCC determines that a response could provide an unfair advantage to one or more respondents. To support equality of information among respondents, a written list of questions and answers (without revealing the source of the question) may be posted or distributed to all respondents, at FCC’s option.

FCC is not obligated, except as required by applicable law, to disclose or provide feedback, in whole or in part, regarding any information relating to its review or assessment of responses under this EOI, including *without limitation, any evaluation criteria, evaluation or scoring methodologies, weightings, evaluation materials, individual or comparative scores or rankings, internal deliberations, or the basis for any evaluation outcome or determination (including the selection or non-selection of any respondent).*

Any respondent that circumvents communication with FCC's designated EOI contact during the EOI process in any attempt to acquire information from alternative FCC personnel, may be eliminated from further consideration at FCC's sole discretion. FCC may, at its option, initiate communication between alternative FCC personnel and a respondent after the Response Deadline.

Appendix "A"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "**Agreement**") is made effective as of this **___** day of ______, 202__ (the "**Effective Date**")

BETWEEN:

FARM CREDIT CANADA
a corporation continued pursuant to *the Farm Credit Canada Act* (Canada) and having its head office at 1800 Hamilton Street, Regina, Saskatchewan, S4P 4L3
("**FCC**")

AND

[DISCLOSING PARTY]
[*add incorporation and head office details]*
(the "**Disclosing Party**")

WHEREAS:

A. The Disclosing Party may disclose Confidential Information to FCC for the purpose of enabling FCC to review, assess, and evaluate the Disclosing Party's response and related information in connection with FCC's Call for Expressions of Interest ("**EOI**") relating to agricultural and agri-food investment opportunities as described in the EOI, including any clarification discussions, meetings, and/or presentations requested by FCC, and if applicable, to explore a potential business relationship that may arise from the EOI process (the "**Purpose**");

B. The Disclosing Party owns or licenses information which is not public knowledge and wishes to prevent the unauthorized disclosure of such information to third parties and unintended recipients; and

C. FCC and Disclosing Party consider it beneficial to disclose information to facilitate discussion, evaluation and related activities in connection with the Purpose and subject to the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the disclosure to it of data and information by the other Party and other good and valuable consideration, each Party hereby undertakes, covenants and agrees as follows:

1. Definitions. For the purposes of this Agreement the following definitions will apply:

"**Confidential Information**" means all information not generally known to the public that is disclosed by Disclosing Party to FCC on or after the Effective Date in connection with the Purpose, including financial and business information of the Disclosing Party or its subsidiaries, affiliates, accountants, suppliers, or associate third parties.

"**Party**" as the context requires shall mean FCC or the Disclosing Party "**Parties**" shall refer to both of them;

"**Personal Information**" means all information about an identifiable individual or other information that is subject to any federal, provincial or other applicable statute, law or regulation of any governmental or regulatory authority in Canada relating to the collection, use, storage and/or disclosure of information about an identifiable individual whether or not that information is confidential, including (i) the *Privacy Act*, R.S.C., 1985, c. P-21, (ii) policies and directives of the Treasury Board of Canada or the Office of the Privacy Commissioner of Canada which are applicable to FCC, and (iii) *Personal Information and Protection of Electronic Documents Act*, S.C. 2000, c. 5; and

"**Representative"** means any director, officer, employee, agent, affiliate, advisor, insurer, or consultant of FCC.

2. **No Application:** Confidential Information does not include information that: is publicly available when it is received by or becomes known to FCC or a Representative or which subsequently becomes publicly available through no fault of FCC or a Representative;
   is already known to FCC or a Representative at the time of its disclosure and is not known to be the subject of an obligation of confidence of any kind;

   c) is independently developed by FCC or a Representative without any use of or reference to the Confidential Information; or

   d) that FCC or a Representative receives in good faith without an obligation of confidence of any kind from a third party without a breach of that third party's obligations of confidentiality.

3. **Disclosing Party Covenants:** The Disclosing Party covenants, acknowledges and agrees that:

   a) it is responsible for complying with any regulations or laws applicable to the Confidential Information including requirements for notice, disclosure, and/or consent relating to Personal Information.

   b) it is authorized to collect and share Confidential Information including any Personal Information contained therein, with FCC for the Purpose.

   c) FCC is authorized to share Confidential Information with its Representatives, subject to the terms of this Agreement.

   d) it shall keep the existence of this Agreement and the particulars of the negotiations and discussions between the Parties confidential.

4. **FCC Covenants:** FCC covenants, acknowledges and agrees that:

   a) unless otherwise agreed to by the Disclosing Party, Confidential Information will only be used for the Purpose.

   b) it shall safeguard the Confidential Information to the same extent as its own sensitive or confidential information.

   c) in no event shall FCC be deemed, by virtue of this Agreement, to have acquired any right or interest of any kind in or to the Confidential Information.

5. **Notice of Required Disclosure**. Subject to applicable law, the Confidential Information shall not be used, reproduced or disclosed at any time without the Disclosing Party's prior written consent. If FCC or a Representative becomes legally compelled to disclose Confidential Information to comply with a law, rule, regulation, subpoena or similar legal, judicial, regulatory or administrative process:

   a) subject to applicable law, it shall promptly notify the Disclosing Party of such circumstances, and it acknowledges and agrees to provide the Disclosing Party with an opportunity to seek, at its own cost, to limit the required disclosure, seek a protective order or other appropriate remedy or choose to waive compliance with the provisions of this Agreement; and

   b) based on the advice of legal counsel determining that FCC is legally compelled to disclose Confidential Information and subject to any disclosure limitation or protective order resulting from section 5(a), FCC shall furnish only that portion of the Confidential Information which is, based on advice of such counsel, necessary to fulfill such requirement.

6. **Privacy and Access to Information**. Disclosing Party acknowledges that FCC, as a federal Crown corporation, is subject to the provisions of the *Privacy Act* as well as the *Access to Information Act* of Canada which provide amongst other things, a right of access to information in records under the control of government. As a result, the Disclosing Party acknowledges that (a) FCC may be required to disclose this Agreement and any associated materials or information to comply with such legislation and (b) all Personal Information collected by FCC must be handled in accordance with the *Privacy Act*.

7. **No Obligation:** This Agreement creates no obligation on the part of either Party to enter a business relationship concerning the subject matter of this Agreement or otherwise. This Agreement does not obligate the Disclosing Party to disclose Confidential Information to FCC and FCC may at any time refuse to receive further Confidential Information under this Agreement.

8. **Term:** This Agreement shall commence on the Effective Date and shall continue until the earlier of:
    a) two (2) years from the Effective Date; or,
    b) the date on which the Parties enter into a term sheet and other definitive agreements that provide for the protection of Confidential Information.

    For greater certainty, FCC's obligations under this Agreement with respect to Confidential Information disclosed during the Term will continue for so long as it retains such Confidential Information (a) as part of a documented process for routine electronic back up; or (b) in order to comply with laws, regulations, or policies of any governing body having authority over FCC.

9. **Waiver:** No Party is deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver with respect to one instance is deemed to be a waiver with respect to any other or subsequent instance involving the exercise of a right.

10. **Return or Destruction.** Following receipt of a written request from the Disclosing Party, FCC shall return or destroy all Confidential Information in its possession and control and shall require that each of its representatives do likewise. Notwithstanding the foregoing, to the extent required by law, rule or regulation, or in accordance with FCC's internal record keeping or archiving policies, FCC is entitled to retain copies of any Confidential Information, all of which shall remain subject to the terms of this Agreement.

11. **Partial invalidity and severability:** If any provision of this Agreement is held by a Court to be unenforceable or illegal, the remainder of this Agreement shall remain in full force and effect. If such offending provision is considered fundamental or of material significance by a Party acting reasonably, the Parties may negotiate the terms and conditions necessary for the continuance of this Agreement to ensure that the essential objects and intent of this Agreement are retained.

12. **Further assurances:** FCC and the Disclosing Party shall do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the interests of this Agreement and to comply with applicable law.

13. **Binding effect and enurement:** This Agreement shall enure to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

14. **Governing law:** This Agreement will be governed by and interpreted in accordance with the laws of Canada and of the Province of Saskatchewan.

15. **Notice:** Any notice which the Parties may desire or be requested to serve upon each other, shall be served in writing, by fax or served personally on any business day to the address set out below. Any Party may change such address for notice by advising the other Party in writing:

to FCC 1800 Hamilton Street, P.O. Box 4320
Regina, Saskatchewan, S4P 4L3
Tel: 306-780-8100
Fax: 306-780-6704
Contact: General Counsel

to Disclosing Party [street address, P.O. box if applicable]
[city, province, postal code]
[(Tel.) xxx-xxx-xxxx]
[(Fax) xxx-xxx-xxxx]
[Email:]
[Contact:]

16. **Entire Agreement:** This Agreement represents the entire agreement between the Parties regarding the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, whether oral or written, by or between the parties with respect to the Confidential Information. If an electronic data room is used by the Disclosing Party to disclose Confidential Information at any point, the terms of this Agreement shall supersede and replace the terms of any “click through” agreement which FCC or its Representatives are required to accept to be given access to Confidential information to the extent there is any inconsistency between the two documents.

17. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original all of which shall constitute one and the same document. A faxed or electronic copy of a signature of one Party will be deemed to be an original signature until such time as an original signature has been received by the other Party.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

[DISCLOSING PARTY]

Name
Title

____
I have the authority to bind the corporation

FARM CREDIT CANADA

Name:
Title:

____
I have the authority to bind the corporation

Appendix B – EOI Terms & Conditions

Governing Law
This EOI and any related process shall be governed by the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein, and each respondent attorns to the exclusive jurisdiction of the courts of Saskatchewan.

Confidentiality
This EOI is the confidential, unpublished property of FCC. The use, disclosure, reproduction, modification, transfer, or transmittal of this EOI or any EOI information, in any form, for any purpose other than responding to this EOI, unless required by law or authorized in writing by FCC, is strictly prohibited. For this EOI, "**EOI Information**" means all material, data, information or any item in any form, whether oral or written, including in electronic or hardcopy format, supplied by, obtained from or otherwise provided in connection with this EOI process.

Notwithstanding anything to the contrary in this EOI, the provisions of this section shall survive the cancellation or conclusion of this EOI. This section shall be legally binding on all parties that have received this EOI document, whether or not they submit a response to this EOI or ultimately enter into a definitive agreement arising from this EOI process.

Conflicts of Interest
Respondents and their directors, officers, employees, and agents are required to disclose in writing to FCC all perceived, potential, and actual Conflicts of Interest. This obligation applies to any perceived, potential, or actual Conflicts of Interest discovered prior to or following submission of a response to this EOI. FCC may, in its sole discretion, exclude any response to this EOI and any respondent on the grounds of Conflict of Interest. FCC may at a later stage and in its discretion, conduct legal, regulatory, integrity-related and other diligence in accordance with applicable law and FCC's policies and internal procedures.

Personal Information
By providing the personal information of another individual, the respondent represents that such information was collected in accordance with all applicable privacy legislation, that the consent of the individuals has been obtained for its disclosure to FCC for the purposes of this EOI and any related review, assessment, diligence, follow-up, clarification, reference checking and potential negotiation process, and that the respondent has otherwise complied with their legal privacy obligations. Respondent further acknowledges that FCC is subject to the *Privacy Act* (Canada) and will collect, use and disclose such personal information in accordance with that Act.

Restriction on Publicity
A respondent shall not, and shall ensure that its directors, officers, employees, and agents do not publicize the respondent's EOI submission or disseminate any media release, public announcement or public disclosure on any matters related to this EOI without the written consent of FCC.

Legislative Obligations
The respondent acknowledges that FCC, as a federal Crown Corporation, is subject to the provisions of the *Library and Archives of Canada Act*, the *Access to Information Act* (Canada), the *Privacy Act* (Canada) and the *Farm Credit Canada Act* (Canada). As a result (a) FCC must adhere to certain mandatory requirements from the Government of Canada relating to the management of information and records; (b) this EOI and all matters pertaining to this EOI may be required to be disclosed by FCC to comply with the provisions of such legislation; and, (c) respondent acknowledges and agrees that records maintained by FCC or respondent may be subject to disclosure.