

## BUSINESS CO-OPERATION AGREEMENT

**THIS BUSINESS CO-OPERATION AGREEMENT** is made effective as of June 3, 2022.

BETWEEN:

**SCOPE CARBON CORP.**, a corporation incorporated under the laws of the Province of British Columbia, having its registered office at 510 W Georgia St Suite 1800, Vancouver, BC V6B 0M3

("Scope")

AND:

**FARM FLIGHT, INC.** a corporation incorporated under the laws of the State of Wyoming, having its registered office at 30 N Gould St, Ste N, Sheridan 82801 WY USA

("Farm Flight")

(Scope and Farm Flight are hereinafter individually referred to as "**Party**" and collectively as "**Parties**")

### WHEREAS:

A. Scope is a carbon mapping technology company focused on the commercial development of its proprietary image recognition technology (the "**Image Recognition Technology**") for the identification of carbon lifeforms.

B. Farm Flight is a mapping service provider utilizing imagery data for the provision of agricultural diagnostics (the "**Farm Flight Business**").

C. This Parties wish to set out the terms upon which Farm Flight will provide to Scope its Data (as defined below) and which, upon processing through its Image Recognition Technology, Scope will return the Processed Data (as defined below) to Farm Flight (the "**Agreement**").

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises, promises and of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby each agree with the other as follows:

### 1. DEFINITIONS

In this Agreement, the following words have the following meanings:

- (a) "**Affiliate**" means, with reference to any Person, any other Person Controlling, Controlled by, or under common Control with such Person and the term Affiliated has a correlative meaning;
- (b) "**Applicable Law**" means any Governmental Rule which is applicable to or affects a Party, its operations or business, including any waiver, exemption, release, variance, order, authorization, right or license of, from or imposed or otherwise issued by, any Governmental Authority;
- (c) "**Business Day**" means any day except Saturday, Sunday and any day on which banking institutions are authorized or required by law or other governmental action to close under the laws of British Columbia or Wyoming;

- (d) **"Confidential Information"** has the meaning given in Section 8;
- (e) **"Control"** means the direct or indirect ownership of more than 50.0% of the voting power, or the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise and Controlled and Controlling have correlative meanings;
- (f) **"Data"** means the data used by Farm Flight in the implementation of the Farm Flight Business;
- (g) **"Effective Date"** means the date of this Agreement;
- (h) **"Governmental Authority"** means any national, provincial, regional or local government (whether domestic or foreign), any political subdivision thereof or any other instrumentality, authority, body, agency, department, bureau or entity (including any zoning authority or any comparable authority);
- (i) **"Governmental Rule"** means any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, directive, guideline, policy or similar form of decision of any Governmental Authority;
- (j) **"License"** means a non-exclusive worldwide license granted by Farm Flight to Scope to receive, handle and process the Data;
- (k) **"Material Event"** means a change in, or introduction of, any Applicable Law or Governmental Rule that materially and reasonably adversely affects the right and ability of the Parties to provide the share the Data or the Processed Data under this Agreement;
- (l) **"Person"** means any individual, partnership, limited liability partnership, joint venture, company, limited liability company, corporation, trust, estate, juridical entity, association, statutory body, unincorporated organisation or government or any political subdivision, instrumentality, agency or authority thereof or therein;
- (m) **"Privacy and Data Protection Requirements"** means all applicable federal, state and provincial laws and regulations, to each of the parties relating to the processing, protection, or privacy of the personal Information, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction.
- (n) **"Processed Data"** means the data processed by Scope using the Image Recognition Technology; and
- (o) **"Term"** has the meaning given in Section 2.

## **2. TERM**

### **2.1 Term**

This Agreement commences on the Effective Date and will continue for a period of nine (9) months (the “Term”) unless terminated earlier in accordance with Section 7 of this Agreement.

### **2.2 Renewal**

This Agreement shall automatically renew for a further Term where termination has not occurred in accordance with Section 7 of this Agreement.

## **3. PROVISIONS OF CO-OPERATION**

- (a) Farm Flight shall provide to Scope the Data on a non-exclusive basis to be processed through Scope’s Image Recognition Technology for the purpose of research and development of new Data processing services. Farm Flight will provide Scope with the Data at Farm Flight’s sole discretion. Farm Flight, at no point, will be required to share any Data with Scope.
- (b) Scope shall accept the engagement referred to in Section 3(a) and agrees to process the data through the Image Recognition Technology on a reasonably timely basis.
- (c) Upon the Processed Data being prepared by Scope, Scope shall return to Farm Flight the Processed Data on a reasonably timely basis.
- (d) In consideration of the foregoing, upon receipt of the Processed Data:
  - (i) Farm Flight shall grant to Scope the License to the continued use of the Data in the application of the Image Recognition Technology; and
  - (ii) Scope shall assign to Farm Flight fifty percent (50%) of all its right, title and interest in the Processed Data resulting in the Processed Data being jointly owned by Scope and Farm Flight; and
  - (iii) Neither party will sell or grant to any Third Party, access or use, of or to, the Processed Data unless first agreed upon in writing by Farm Flight and Scope.

## **4. LICENSE**

- (a) Farm Flight agrees to grant to Scope the License to receive, handle and process the Data until such time as Farm Flight receives the Processed Data.
- (b) In the event that this Agreement is terminated prior to the Term, the License shall continue for a period of ten (10) days thereafter until such time as Scope has an opportunity to return the Data or Processed Data, as applicable.

## **5. DATA MANAGEMENT**

Each of the Parties shall remain responsible for its compliance obligations under the applicable Privacy and Data Protection Requirements, providing any required notices and obtaining any required consents, and for the processing instructions it given to the other Party.

## 6. WARRANTIES

Each Party hereby represents and warrants to the other Party as follows:

- (a) it is a duly organized, validly existing entity of the type described in the introduction to this Agreement and is in good standing under the laws of the jurisdiction of its formation; it has all requisite power and authority to enter into and to perform its obligations under this Agreement;
- (b) its execution, delivery and performance of this Agreement have been authorized by all corporate action on its part and that of its equity owners (if required), and do not and will not violate (i) any Applicable Law, or (ii) its organizational documents;
- (c) this Agreement has been duly executed and delivered by it and constitutes a legal and binding obligation of it, enforceable against it in accordance with its terms, except to the extent enforceability is modified by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;
- (d) neither the execution, delivery and performance of this Agreement by it, nor the consummation by it of the transactions contemplated hereby, will result in any violation of or be in conflict with or constitute a default under any term or provision of its articles of association or by-laws or analogous document or any agreement or other instrument or any judgment, decree or order to which it is a party or by which it is bound;
- (e) the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization, or other action by, or filing with or notification to, any third party or any Governmental Authority;
- (f) it is not in violation of any applicable law, ordinance, statute or regulation of any Governmental Authority which would have a material adverse effect on it, nor has it received an notices or citations from any public or quasi-public authority in respect thereto; and
- (g) there is no investigation by any Governmental Authority, litigation or other proceeding pending or, to the best of its knowledge, threatened to which it is a party that could reasonably be expected to have a material adverse effect on the financial condition, prospects, or business of it or its ability to perform its obligations under this Agreement.

## 7. TERMINATION

The Parties agree to terminate this Agreement by written notice to the other Party on

- (a) Thirty (30) days notice;
- (b) Breach of any warranty under Section 6; or
- (c) The occurrence of any Material Event.

In the event that this Agreement is terminated pursuant to this Section 6 and Scope has processed the Data, the Parties will retain their respective ownership Processed Data as set forth in Section 3.3(d) of this Agreement.

## 8. CONFIDENTIALITY

- (a) Subject to Section 8(b), each Party shall hold, and shall cause its Affiliates, and its own and its Affiliates' directors, officers, commissioners, employees and agents to hold, in strictest confidence any and all confidential data, plans, proposals or other material of any other Party related to the operation, business or financing of that Party and any other information not of a published or public nature concerning or utilized by such Party ("**Confidential Information**"), and shall not disclose such Confidential Information to any third party, except as reasonably may be required in the fulfilment of this Agreement. No Party may use Confidential Information disclosed by the other Party for a purpose other than contemplated by this Agreement.
- (b) Notwithstanding Section 8(a), the obligation of confidentiality shall not apply to any disclosure:
  - (i) of information that is in or enters the public domain other than by reason of a breach by the Person receiving such information of Section 8(a);
  - (ii) of information that was in the possession of the receiving Person prior to its disclosure to such Person; or
  - (iii) required by Applicable Law.
- (c) Each Party shall be responsible for any breach by its own or its Affiliates' directors, officers, commissioners, employees and agents of the agreement set forth in Section 8(a).

## 9. MISCELLANEOUS

- (a) The provisions of this Agreement shall be binding upon and accrue to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, neither this Agreement nor any of the rights and obligations hereunder may be assigned or delegated, whether directly or indirectly, by any Party without prior written consent of each of the other Parties. In case of an assignment permitted under and in accordance with this Agreement, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.
- (b) The provisions of this Agreement shall be governed in all respects by, and construed in accordance with, the laws of the British Columbia.
- (c) Any notice, direction, consent or other communications given under this Agreement must be in writing and delivered by courier, by personal delivery or by electronic transmission (including by email) as follows:
  - (i) to Scope at:

200 - 550 Denman Street,  
Vancouver, British Columbia V6G 3H1

Attention: James Liang

Email: [jamesliang86@gmail.com](mailto:jamesliang86@gmail.com)

With a copy to: [thomas.moggan@nortonrosefulbright.com](mailto:thomas.moggan@nortonrosefulbright.com)

(ii) to Farm Flight at:  
  
4500 South Lakeshore Drive, suite 450,  
  
Tempe, Arizona, 85282  
  
Attention: Sam Baker  
  
Email: [sam.baker@farmflight.us](mailto:sam.baker@farmflight.us)

- (d) All amendments and other modifications hereof shall be in writing and signed by each of the Parties. No breach of any covenant or agreement shall be deemed waived unless expressly waived in writing by the Party which might assert such breach. No failure to exercise nor any delay in exercising any right, power or remedy by a Party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. Except where this Agreement provides otherwise, the rights, powers and remedies provided to the Parties are in addition to, and do not exclude or limit, any right, power or remedy provided by Applicable Law or by any agreement between the Parties.
- (e) For the avoidance of doubt, no royalties or other amounts will be payable by either party as a result of this Agreement or any of the transactions contemplated hereby.
- (f) Except as otherwise required by Applicable Law, none of the Parties shall issue or cause to be issued a press release or make or cause to be made, any other public statement in each case relating to, connected with, or arising out of, this Agreement or the matters contained herein, without obtaining the prior approval of the other Parties concerning the content and the manner of presentation and publication thereof.
- (g) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- (h) Each Party shall bear its own attorneys' fees and expenses and the costs of any other third party professionals engaged by it in connection with the transaction contemplated herein and shall have no claim against the other Parties with respect thereto.
- (i) If one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the Parties agree to carry out the Agreement as near as possible to give effect to the original intention of the invalid, illegal or unenforceable provision.
- (j) This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one agreement and a Party may execute this Agreement by signing any counterparts.
- (k) Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the Parties and none of them have any authority to bind the others in any way.

*[signature page follows]*

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto on the date first above written.

**SCOPE CARBON CORP.**

Per: "Alan Tam"  
(Authorized Signatory)

**FARM FLIGHT, INC.**

Per: "Sam Baker"  
(Authorized Signatory)