



MIDWEST GRAIN MARKETING

Level 1 CONTRACT

Agreement by and between Dakota Grain Marketing LLC DBA: Midwest Grain Marketing (Consultant) a South Dakota company and

_____ (Client)

(Name, Address, Telephone number)

WHEREAS, Consultant shall advise and be available for consultation in regard to pricing, marketing, and hedging of grains and oilseeds

WHEREAS; the overall objective of this agreement is to provide Client with marketing insights in the areas of merchandising agricultural commodities; and

WHEREAS; Client desires to have the benefit of Consultant's services for the compensation agreed to in this agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SERVICES:** The following are the services to be provided by Consultant and the services to be executed under this proposal:

A). Provide, as market conditions warrant general, market evaluations regarding pricing decisions throughout the marketing period.

B). Assist Client in developing an understanding of commodity futures markets so that this pricing tool may be used when an opportune time or circumstance present itself.

C). Provide forward contracting services on behalf of Client, if Client so specifies and signs attached power of attorney form.

2. **MANAGEMENT:** Overall management and review for Consultant will be the responsibility of the Principals of Midwest Grain Marketing. It is understood that other Consultant personnel may be called upon as specific needs are identified.

3. **COMPENSATION:** The fee for this advisory and consulting service shall be \$250 , payable in advance.

4. **DISCLAIMER:**

A). Consultant does not handle futures trading for individuals or corporations. The principals of Consultant do handle futures and option on futures transaction for hedging accounts, but not as Consultant. Any amounts paid for such brokerage transactions are separate and apart from any fees paid to Consultant pursuant to the Agreement.

B). It is understood that: (1) information to be given hereunder will be derived from sources considered reliable by Consultant, and that Consultant shall not be liable for any inaccuracy or incompleteness of such information; (2) consultant makes no warranty with respect to any recommendation given hereunder; (3) Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not actually been executed, the result may under-or-over compensate for the impact, if any, of certain market favors, such as lack of liquidity. Simulated trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown.

C). Client acknowledges and understands that: (1) the principals of consultant will not devote their full time to Consultant in that they are engaged in other employment capacities, in particular as a commodity broker; (2) The Consultant provides similar advisory services to other persons or firms, some of whom may be known to and compete with Client; (3) its principals will receive brokerage commission for each futures and option on futures transaction placed by Client through such principals; and (4) the advisory fee paid to Consultant may vary.

5. LIMITATIONS ON LIABILITY – FRAUD: Customer hereby acknowledges and agrees that the very nature of commodity trading involves inherent economic risk. Specific market movements for an underlying future cannot be predicted accurately. Therefore, Customer hereby agrees to defend, indemnify, and hold agent harmless from any claims for damages resulting from the conduct of Agent performed within the scope of this Agreement, provided that Agent has not:

- A) Cheated, defrauded, or attempted to cheat or defraud;
- B) Made or caused to be made any knowingly false report or statement;
- C) Deceived or attempt to deceive any person by any means whatsoever; or
- D) Committed conduct that departs so far from the standards of ordinary care.

Customer hereby acknowledges and agrees that due to the inherent economic risk associated with the commodity trading contemplated by this Agreement, coupled with Customer’s freedom to contract, that Customer, for themselves, their heirs, successors, and assigns, waives any claims for any damages, regardless of whether said damages are direct, indirect, consequential or otherwise.

It is agreed the above waiver of liability will protect Agent, Agent’s shareholders, employees, successors, and assigns.

6. AMENDMENT AND SURVIVAL: No modifications, amendments, additions to, or terminations of this agreement, nor waiver of its provisions, shall be valid or enforceable unless in writing and signed by all parties to this Agreement. The waiver of breach of any provision of the Agreement shall not be construed as a waiver of any subsequent breach. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7. GOVERNING LAW: This agreement shall be governed by the laws of the State of South Dakota.

8. EFFECTIVE DATE: This agreement shall be effective as of date set forth below and shall remain in force for one year.

DATE _____,

CLIENT _____,

MIDWEST GRAIN MARKETING _____,