

CULTIVISOR TERMS OF SERVICE

Last Updated and Effective: December 18, 2025

These Terms of Service, together with the policies referenced herein (collectively, these “**Terms**”), are between the affiliate of Pyxus International, Inc. (such affiliate, “**PYXUS**,” “**we**,” “**us**,” or “**our**”) that has entered into an agreement to grow and supply tobacco to PYXUS (a “**Grower Agreement**”) with the you and/or the company on whose behalf you are acting (“**Grower**,” “**you**,” or “**your**”), and apply to Grower’s access to and use of the websites, mobile applications, messaging systems, and other products and services associated with the Cultivisor™ platform made available by PYXUS (collectively, the “**Service**” or “**Services**”).

We may offer particular Services which have further terms and conditions that apply in addition to these Terms (“**Additional Terms**”). In those cases, the Additional Terms will control to the extent there is a conflict or inconsistency between the Additional Terms and these Terms.

The Services may be provided through, or in connection with, a mobile application (an “**App**”), which App(s) may be available for download via the Apple Inc. (“**Apple**”) “App Store” or the Google LLC (“**Google**”) “Play Store.” You acknowledge and agree that if you download an App via the App Store or Play Store, then certain additional terms and conditions apply to your use of such App, as set forth in Exhibit A, attached hereto. Any applicable terms set forth in Exhibit A are incorporated into these Terms and will be legally binding on you. PYXUS may immediately terminate your access to the Services if you breach any of these terms.

We reserve the right, in our sole discretion, to update or change these Terms at any time. If we do this, we will send an email to your Account email setting forth the changes and the effective date of the changes. Your continued use of the Services after the date specified in the email will constitute your acceptance of the updated Terms.

By clicking “I agree,” or by downloading, installing, or otherwise accessing or using the Service, you (a) acknowledge that you have read and understand these Terms; (b) represent and warrant that you have the right, power, and authority to enter into these Terms on behalf of the Grower; and (c) accept these Terms and agree that the Grower is legally bound by them. If you do not agree to these Terms, do not use the Service.

1. Account

1.1 To use the Service, you must (a) have had a valid Grower Agreement with PYXUS for the crop year immediately preceding your registration and (b) have received an invitation and registration number from PYXUS to create an account for the Grower (the “**Account**”). With respect to the Account, you agree to provide accurate, current, and complete information. You are solely responsible for the information associated with your Account and anything that happens related to your Account. You must maintain the security of your Account and immediately notify PYXUS if you discover or suspect that someone has accessed your Account without your permission. You agree you will not sell, transfer, license, or assign your Account, followers, username, or any Account rights.

2. Privacy

2.1 PYXUS's Privacy Policy ("**Privacy Policy**"), which may be found at this link: [\[Insert link to Grower App Privacy Policy\]](#), provides information about how we collect, use, and share information about you when you access or use our Services.

3. Access to the Services

3.1 Subject to your complete and ongoing compliance with these Terms, PYXUS grants Grower a non-transferable, non-exclusive, revocable, limited license to access and use the Services (including via the App). We reserve all rights not expressly granted to Grower by these Terms.

3.2 Except and solely to the extent such a restriction is impermissible under applicable law, you may not, without our written agreement:

(a) license, sell, transfer, assign, distribute, host, or otherwise commercially exploit the Services or Content (as defined in [Section 4.1](#));

(b) modify, prepare derivative works of, disassemble, decompile, or reverse engineer any part of the Services or Content; or

(c) access the Services or Content in order to build a similar or competitive website, product, or service.

3.3 We are always improving our Services. This means we may add or remove features, products, or functionalities; we will try to notify you beforehand, but that won't always be possible. PYXUS reserves the right to modify, suspend, or discontinue the Services (in whole or in part) at any time, with or without notice to you. Any future release, update, or other addition to functionality of the Services will be subject to these Terms, as they may be updated from time to time. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

3.4 Although it is PYXUS's intention for the Services to be available as much as possible, there will be occasions when the Services may be unavailable, including, without limitation, for scheduled maintenance, upgrades, emergency repairs, or due to failure of telecommunications links or equipment. You agree that we will not be liable to you or to any third party with respect to any unavailability of the Services.

3.5 PYXUS reserves the right to refuse access to the Services to anyone, for any reason or no reason, at any time. We may terminate your access to the Services at any time, with or without cause. Upon termination of your Account or revocation of your access to the Services, all licenses and other rights granted to you under these Terms will immediately cease.

4. Your Content and Your Use of the Services

4.1 The Services may contain information, data, text, links, files, applications, usernames, images, graphics, photos, videos, audio, sounds, musical works, streams, works of

authorship, or other content or materials (“**Content**”), including Content created with or submitted to the Services by you or through your Account (“**Your Content**”). We take no responsibility for and we do not expressly or implicitly endorse, support, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content, including with respect to Your Content.

4.2 By submitting Your Content to the Services, you represent and warrant that:

(a) you have all rights, power, and authority necessary to grant the rights to Your Content contained within these Terms;

(b) the submission and use of Your Content on or through the Services does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark, or other intellectual property rights.

4.3 You acknowledge and agree that you alone are responsible for Your Content, and that PYXUS is not responsible for, and does not endorse, any Content posted on or through the Services. You understand and agree that you may expose yourself to liability for the Content you post on or through the Services.

4.4 You retain any ownership rights you have in Your Content. Subject to the Privacy Policy, with respect to any of Your Content which is created with or submitted to the Services, you will grant, and hereby do grant, to PYXUS and its affiliates, a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, process, transmit, and display Your Content (a) to provide, maintain, and develop our products and services (including the Services), (b) perform its obligations and exercise its rights under the Grower Agreement and (c) comply with applicable laws, rules and regulations. PYXUS shall have the right to aggregate or anonymize the information and data in Your Content (“**Aggregated Data**”). PYXUS shall own all right, title, and interest in and to Aggregated Data.

4.5 Although we have no obligation to screen, edit, or monitor Your Content, we may, in our sole discretion, delete, modify, or remove Your Content at any time, for any reason or no reason.

4.6 Except as otherwise described in the Privacy Policy, as between you and PYXUS, any Content will be non-confidential and non-proprietary and PYXUS will not be liable for any use or disclosure of Content, including Your Content. None of Your Content will be subject to any obligation of confidence on the part of PYXUS, and PYXUS will not be liable for any use or disclosure of any Content you provide.

4.7 You acknowledge and agree that PYXUS is not a backup service and that you will not rely on the Services for the purposes of backing up or storing Your Content. You further acknowledge that the internet and Services may be subject to breaches of security, and that your submission of Content or other information to the Services may not be secure. Any Content uploaded to the Services may be lost, stolen, hacked, damaged, or destroyed, and PYXUS will not be liable to you with respect to the foregoing.

4.8 Any ideas, suggestions, or feedback about PYXUS or our Services that you provide to us, whether or not solicited by us, are entirely voluntary. By choosing to share any such ideas, suggestions, or feedback with us, you agree that PYXUS will be free to use any such information or materials for any purposes whatsoever including, without limitation, developing and marketing products and services, without payment or liability to you of any kind.

5. Restrictions on Your Use of the Services

5.1 When using or accessing the Services and with respect to all of Your Content, you must comply with these Terms, any Additional Terms, and all applicable laws, rules, and regulations. Without limiting the generality of the foregoing, you may not do any of the following:

- (a) use the Services in any manner that could interfere with, disable, disrupt, overburden, or otherwise impair the Services;
- (b) gain access to (or attempt to gain access to) another user's Account or any non-public portions of the Services, including the computer systems or networks connected to or used together with the Services;
- (c) upload, transmit, or distribute to or through the Services any viruses, worms, malicious code, or other software intended to interfere with the Services, including its security-related features;
- (d) use the Services to violate applicable law or infringe any person's or entity's intellectual property rights or any other proprietary rights; or
- (e) access, search, or collect data from the Services by any means (including by crawling, scraping, or caching, automated or otherwise) except as permitted by these Terms.

6. Third-Party Content and Applications

6.1 The Services may contain links to third-party websites, products, or services, ("**Third-Party Content**"). Third-Party Content is not under our control, and we are not responsible for any third party's websites, products, or services. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any Third-Party Content.

6.2 You may choose, at your sole and absolute discretion and risk, to use applications that connect the Services or your profile on the Services with a third-party service (each, an "**Third-Party Application**") and such Third-Party Application may interact with, connect to, or gather or pull information from and to your Account. By using such Third-Party Applications, you acknowledge and agree to the following: (a) if you use a Third-Party Application to share information, you are consenting to information about your profile on the Services being shared; (b) your use of any Third-Party Applications may cause personally identifying information to be publicly disclosed or associated with you, even if PYXUS has not provided such information; and (c) your use of any Third-Party Applications is at your own option and risk, and you will

indemnify and hold harmless the PYXUS Parties (as defined in Section 8.1) for your use of any Third-Party Applications.

6.3 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT PYXUS IS IN NO WAY RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CONTENT OR THIRD-PARTY APPLICATIONS. YOUR CORRESPONDENCE AND DEALINGS WITH THIRD PARTIES FOUND THROUGH THE SERVICES ARE SOLELY BETWEEN YOU AND THE APPLICABLE THIRD PARTY.

7. Intellectual Property; PYXUS Materials

7.1 The Services, the PYXUS name, logos and trademarks, and all Content and other elements of the Services (collectively, the “**PYXUS Materials**”) are the property of PYXUS and its third-party licensors. You acknowledge and agree that PYXUS Materials are protected by copyright, trademark, patent, trade secret, or other laws, and that as between you and PYXUS, PYXUS owns and retains all rights in the Services and all PYXUS Materials. You will not remove, alter, or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the PYXUS Materials, and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license, or otherwise exploit the PYXUS Materials.

8. Disclaimer of Warranties

8.1 THE SERVICES, INCLUDING WITHOUT LIMITATION ALL PYXUS MATERIALS, ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PYXUS, ITS AFFILIATES, NOR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS (COLLECTIVELY, THE “**PYXUS PARTIES**”) MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (a) THE SERVICES; (b) THE PYXUS MATERIALS; (c) ANY CONTENT, INCLUDING YOUR CONTENT; OR (d) DATA SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO PYXUS OR VIA THE SERVICES. IN ADDITION, THE PYXUS PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUSES. THE PYXUS PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICES (OR THE SERVER THAT MAKES THE SERVICES AVAILABLE) WILL BE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE PYXUS PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ANY CONTENT OR OTHER INFORMATION (INCLUDING ANY INSTRUCTIONS) REGARDING THE SERVICES IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES AND ALL CONTENT IS AT YOUR SOLE RISK. THE PYXUS PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICES OR ANY CONTENT IS

LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE PYXUS PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS. THE PYXUS PARTIES DO NOT ENDORSE, CONTROL, OR TAKE RESPONSIBILITY FOR ANY CONTENT, AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE), INJURY, CLAIM, LIABILITY, OR OTHER CAUSE OF ACTION OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

9. Indemnity; Limitation of Liability

9.1 Except to the extent prohibited by applicable law, you agree to defend, indemnify, and hold the PYXUS Parties harmless from and against any claims or demands made by any third party, and any related liability, damage, loss, or expense (including costs and attorneys' fees) due to, arising out of, or in connection with: (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations, or (d) Your Content. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PYXUS PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (a) YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES; (b) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (c) ANY CONTENT OBTAINED FROM THE SERVICES; OR (d) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PYXUS AND ITS AFFILIATES EXCEED THE GREATER OF ONE THOUSAND U.S. DOLLARS (\$1,000). THE LIMITATIONS OF THIS SECTION 9.2 SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PYXUS PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. Miscellaneous

10.1 Arbitration.

(a) Any claim, dispute or controversy arising out of or relating to these Terms or the alleged breach of these Terms will be settled by binding arbitration conducted in Raleigh,

North Carolina, in accordance with the Commercial Arbitration Rules of the American Arbitration Association as then in effect, except that:

(i) Unless we otherwise agree in writing, any arbitration shall be held before one (1) arbitrator who will be selected by our mutual written agreement. If we fail or refuse to agree upon an arbitrator within fifteen (15) calendar days after either of us receive a written demand for arbitration (the "**Initial Selection Period**"), then each of us will have fifteen (15) days from and after the expiration of the Initial Selection Period to identify our own arbitrator (the "**Secondary Selection Period**"). The two (2) arbitrators we select will then select a third neutral arbitrator and the three (3) arbitrators will arbitrate the dispute. In the event either of us fails or refuses to select our own arbitrator within the Secondary Selection Period, the arbitrator identified by the other Party will arbitrate the dispute alone. In addition to the above provision, all arbitrators shall be licensed attorneys with not less than ten (10) years' experience in commercial contract disputes. The arbitrator(s) shall have the competence to rule on their own jurisdiction, including any objections with respect to the existence or validity of this Section 10.1.

(ii) We will provide each other with all requested documents and records reasonably related to the dispute, in a manner that will minimize expense and inconvenience. Discovery (that is, the legal procedure by which we may solicit evidence from each other) will not include depositions or interrogatories except as the arbitrator(s) expressly allow(s) on a showing of need. The arbitrators shall award the prevailing Party such Party's reasonable arbitration costs, attorneys' fees and expenses, fees of accountants and experts, and other expenses incidental to the arbitration. As used in this Agreement, "prevailing Party" means the Party (you or PYXUS) prevailing on substantially all of the material issues raised by the dispute, as determined by the arbitrator(s).

(iii) We understand and agree that the arbitration shall be instead of any civil litigation and that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

(iv) If any matter is submitted to a court of law for resolution, then the Courts of the United States for the Eastern District of North Carolina, and the courts of the State of North Carolina for Wake County, shall be the exclusive courts of competent jurisdiction for the resolution of such matter, and we each specifically waive any objection to the jurisdiction of such courts on the grounds of personal jurisdiction, venue, inconvenient forum or otherwise.

(v) Regardless of any other provision contained in this Agreement, PYXUS shall have the right to seek injunctive relief or specific performance from a court of competent jurisdiction (that is, ask a court to issue an order forcing you to do something or not to do something) without first seeking help through the arbitration process described above.

10.2 Survival. This Section 10 will survive the termination of your use of the Services, and/or your relationship with PYXUS.

10.3 Governing Law. These Terms and any actions related to these Terms shall be governed by, construed, and interpreted in accordance with the laws of the State of North

Carolina, USA, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

10.4 Entire Agreement. These Terms constitute the entire agreement between you and PYXUS with respect to the Services, and supersede any prior understanding or agreement between you and PYXUS with respect thereto. You acknowledge and agree that the Grower Agreement does not govern the provision of Services or the operation, support, or maintenance thereof, or any other activities, rights or responsibilities of PYXUS in connection with the Services. You will not assign these Terms, or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of PYXUS. Any purported assignment or delegation by you without the prior written consent of PYXUS will be null and void. PYXUS may assign these Terms or any rights hereunder without your consent. If any provision of these Terms is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms. These Terms do not confer any third-party beneficiary rights.

10.5 Territorial Restrictions. The information provided within the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject PYXUS to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Services to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that PYXUS provides. Software related to or made available by the Services may be subject to United States export controls. Thus, no software related to the Services may be downloaded, exported, or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

10.6 Language. These Terms were written in the English language. To the extent any translated version of these Terms conflicts with the English version, the English version controls.

10.7 Notice. You agree that any notices required to be given under this Agreement by PYXUS will be deemed to have been given if delivered in accordance with the contact information you provided with respect to your Account.

Exhibit A

App Store Terms; Play Store Terms

This Section applies only if you access or download our mobile application (“App”) from the Apple App Store or Google Play Store.

1. App Store

1.1 You agree to comply with any terms or conditions of Apple Inc. (“Apple”) or its affiliates that apply to the use of software downloaded via the App Store, as amended from time to time, including the Apple Media Services Terms and Conditions (available as of the effective date of these Terms at <https://www.apple.com/legal/internet-services/itunes/>).

1.2 You and PYXUS acknowledge that these Terms are between you and PYXUS only, and not with Apple, and that neither Apple nor its affiliates are responsible for the App.

1.3 The App is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis for use solely as permitted under these Terms.

1.4 You will use the App only on Apple devices that you own or control.

1.5 Apple has no obligation to provide any maintenance or support services for the App.

1.6 If the App fails to conform to any applicable warranty, you may notify Apple, and Apple’s sole warranty obligation will be to refund the purchase price (if any) of the App.

1.7 PYXUS, not Apple, is responsible for addressing any claims you or any third party may have relating to the App or your possession or use of it.

1.8 In the event of any third-party claim that the App or your possession or use of it infringes intellectual-property rights, PYXUS, not Apple, is responsible for the investigation, defense, settlement, and discharge of such claim.

1.9 You represent and warrant that you are not located in a country subject to a U.S. Government embargo or designated as a “terrorist-supporting” country and are not listed on any U.S. Government list of prohibited or restricted parties.

1.10 You agree to comply with any applicable third-party terms that may affect or be affected by your use of the App.

1.11 You and PYXUS acknowledge that Apple and its affiliates are third-party beneficiaries of these Terms and that Apple will have the right to enforce these Terms against you as a third-party beneficiary.

2. Play Store

2.1 You agree to comply with any terms or conditions of Google LLC (“Google”) or its affiliates that apply to the use of software downloaded via the Play Store, as amended from time to time, including the Google Play Terms of Service (available as of the effective date of these Terms at <https://play.google.com/about/play-terms/>).

2.2 You and PYXUS acknowledge that these Terms are between you and PYXUS only, and not with Google, and that neither Google nor its affiliates are responsible for the App.

2.3 Google has no obligation to provide any maintenance or support services for the App.

2.4 PYXUS, not Google, is responsible for addressing any claims you or any third party may have relating to the App or your possession or use of it.

2.5 In the event of any third-party claim that the App or your possession or use of it infringes intellectual-property rights, PYXUS, not Google, is responsible for the investigation, defense, settlement, and discharge of such claim.

2.6 You represent and warrant that you are not located in a country subject to a U.S. Government embargo or designated as a “terrorist-supporting” country and are not listed on any U.S. Government list of prohibited or restricted parties.

2.7 You agree to comply with any applicable third-party terms that may affect or be affected by your use of the App.

2.8 You and PYXUS acknowledge that Google and its affiliates are third-party beneficiaries of these Terms and that Google will have the right to enforce these Terms against you as a third-party beneficiary.