

GROWER INFORMATION

Individual or Authorized Signatory Name: _____
 First Middle Initial Last

Farm Name or Legal Business Entity: _____

Street Address: _____ **Mobile Telephone:** _____

City: _____ **Other Telephone:** _____

Province: _____ **Postal Code:** _____ **Email:** _____

“Grower” in this Syngenta Canada Inc. Stewardship Agreement refers to the individual identified above and the farming operation/business entity identified above.

GROWER SIGNATURE

THIS SYNGENTA CANADA INC. STEWARDSHIP AGREEMENT (“AGREEMENT”) IS ENTERED INTO BETWEEN GROWER AND SYNGENTA CANADA INC., 140 RESEARCH LANE, GUELPH, ONTARIO N1G 4Z3 (“SYNGENTA”). BY SIGNING BELOW YOU, THE UNDERSIGNED, REPRESENT AND AGREE THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO THE ENTIRETY OF THIS DOCUMENT, INCLUDING THE TERMS AND CONDITIONS ON THIS AND THE NEXT PAGE OF THIS AGREEMENT; (2) YOU ARE FULLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE GROWER; (3) ALL PROVISIONS OF THIS AGREEMENT ARE LEGALLY BINDING ON THE GROWER AND ALL INDIVIDUALS AND ENTITIES THAT WILL PLANT AND GROW CROPS FROM SEED PRODUCT ON BEHALF OF THE GROWER; AND (4) YOU ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE INTENT TO BE BOUND AND HAVE GROWER BOUND BY THIS AGREEMENT.

Name of Signatory	Title of Signatory (if applicable)	Signature	Date
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Thank you for choosing one or more of the Licensed Technologies. Return all pages of this Agreement to Syngenta by one of the means indicated below. If you have any questions regarding the Licensed Technologies or this Agreement, please call the Syngenta Customer Interaction Center at: 1-877-964-3682 (1-87-SYNGENTA).

RETURN THIS AGREEMENT TO SYNGENTA:

BY DOCUSIGN:
(if sent to you via DocuSign)

BY EMAIL:
Email a signed, clearly scanned pdf to:
ca_seed.operations@syngenta.com

BY MAIL:
Syngenta Canada Inc., Attention: Stewardship
15910 Medway Rd. R.R. 1. Arva, ON, N0M 1C0

TERMS AND CONDITIONS

1. GROWER LIMITED USE LICENSE - By signing and returning this Agreement Grower receives from Syngenta a limited license to use the following technologies as they are contained in any Syngenta seed product and/or in any seed product distributed by a third party licensee of Syngenta and/or in any seed product distributed by a third party licensee of a Syngenta affiliate (such products collectively referred to as “Seed Product”):

- (a) Agrisure® CB/LL corn, Agrisure GT corn, Agrisure RW corn, Agrisure Viptera® corn and Agrisure Duracade® corn (the “Agrisure Technologies”);
- (b) Syngenta Aphid Management System for soybeans (“AMS”);
- (c) Herculex® I corn, Herculex RW corn, Herculex XTRA Insect Protection (the “Herculex Technologies”);
- (d) Roundup Ready 2 Yield® soybeans (the “RR2Y Technology”);
- (e) Roundup Ready 2 Xtend® soybeans (the “RR2X Technology”);
- (f) LibertyLink® soybeans (the “LibertyLink Technology”);
- (g) ENLIST E3™ soybeans (the “E3 Technology”); and
- (h) the soybean varieties, corn hybrids and cereal varieties listed on the Syngenta Canada Website as updated from time to time by Syngenta, (the “Germplasm Technologies”).

For the purposes of this Agreement: (i) “Syngenta Canada Website” means https://www.syngenta.ca/stewardship_agreement or such other website as Syngenta may designate from time to time; and (ii) the Agrisure Technologies, AMS, Herculex Technologies, RR2Y Technology, RR2X Technology, LibertyLink Technology, E3 Technology and Germplasm Technologies shall collectively be referred to as the “Licensed Technologies”. Upon receipt and acceptance by Syngenta of this Agreement, unaltered and executed by Grower, Grower is granted under the applicable Patents (defined below) a limited use license to purchase (from authorized dealers) and plant corn, soybean and cereal Seed Products containing the Licensed Technologies to produce a single commercial grain crop upon the terms and conditions of this Agreement. This license only covers Canada and does not authorize Grower: (i) to plant Seed Products that have been purchased and/or acquired in another country, on land located in the Canada; or (ii) to plant Seed Products, that have been purchased and/or acquired in Canada, on land located in any other country. Such limited use licenses granted by CORTEVA, BASF or BAYER are provided through Syngenta as Syngenta is authorized to act on behalf of such licensors for that purpose.

2. GROWER CONSENT - Grower hereby consents to the collection, use and disclosure of Grower’s personal and/or business entity information (including but not limited to contact information, purchase information, agronomic data and information about Grower’s farming operation) by and between: (i) Syngenta, its affiliates, agents and representatives (“Syngenta Group”); (ii) retailers from which Grower purchases Seed Product and/or other Syngenta Group products; (iii) Syngenta third party service providers (e.g., AgData Ltd., DocuSign Inc., TGT Solutions Inc. and others); and (iv) Syngenta Group licensees, licensors and other trusted third parties (the persons referenced in (i), (ii), (iii) and (iv) shall be referred to as “Syngenta Authorized Users”), all for the following purposes:

- (a) administering Syngenta Group offers, including validation of product purchases and calculation/issuance of rebates, credits and rewards;
- (b) for the purposes of compliance, product recalls and/or regulatory assessments;
- (c) establishing and maintaining good customer relations;
- (d) better understanding customer needs and preferences;
- (e) assisting Syngenta in developing, enhancing, marketing and distributing products or services (including marketing, surveys, direct mail, digital and social media communications); and
- (f) managing and developing Syngenta business and operations (including certain information technology services like the housing of server technology as a repository for personal information and the use of cloud-based services).

Please note that Grower’s personal and/or business information may be shared with Syngenta Authorized Users in the United States, Switzerland, or other countries in connection with the purposes described above. Grower may withdraw this consent at any time by contacting the Syngenta Privacy Officer at: data.privacy@syngenta.com and writing “Privacy” in the subject line. In some cases, withdrawing consent may prevent Syngenta from continuing this Agreement.

3. STEWARDSHIP - Grower agrees to read and comply with the provisions of the most current Syngenta Stewardship Guide ("Stewardship Guide"), as it may be unilaterally amended by Syngenta from time to time via paper or electronic means or by modification to the Syngenta Canada Website. Syngenta may also unilaterally amend this Agreement (including to add or remove technologies included in the Licensed Technologies and to modify the lists of Patents (defined below) and third party licensors) by modification of the form Syngenta Canada Inc. Stewardship Agreement on the Syngenta Canada Website, all of which are incorporated into and are a part of this Agreement. Grower's use of the Licensed Technologies after posting of such updated form or Stewardship Guide further confirms Grower's agreement and commitment to be bound by the new form of agreement and Syngenta Stewardship Guide. This Agreement, once signed by Grower and provided to Syngenta, will remain in effect until terminated by Grower or Syngenta. This Agreement (including the most current Syngenta Stewardship Guide and form of agreement), together with the terms on the packaging containing and/or on the seed tag/placard associated with the Seed Products, constitutes the entire agreement between Grower and Syngenta regarding the subject matter hereof and all prior negotiations and understandings between the Grower and Syngenta with respect to such subject matter are hereby superseded. Any prior stewardship agreements between Grower and Syngenta are hereby superseded.

4. PATENTS - Grower acknowledges that the Agrisure Technologies and AMS are protected under one or more patents held in the United States and/or Canada and/or patent applications, including but not limited to such patents and/or patent applications listed on the Patent Website (the "Syngenta Patents"). For the purposes of this Agreement, "Patent Website" means <http://www.syngenta.com/TraitsPatents> or such other website as Syngenta may designate from time to time. Grower acknowledges that the Herculex Technologies and E3 Technology are protected under one or more patents held in the United States and/or Canada and/or patent applications, including but not limited to such Corteva patents and/or patent applications listed on the Patent Website (the "Corteva Patents"). Grower acknowledges that the RR2Y Technology and RR2X Technology are protected under one or more patents held in the United States and/or Canada and/or patent applications, including but not limited to patents and/or patent applications listed on www.monsantotechnology.com or such other website as Bayer may utilize for such purpose from time to time (the "Bayer Patents"). Grower acknowledges that the LibertyLink Technology is protected under one or more of the following U.S. patents: 7,112,665, 5,646,024, 5,561,236, 5,908,810, and 5,739,082 and may also be subject to other intellectual property rights (hereafter referred to as the "BASF Patents"). The Syngenta Patents, Corteva Patents, Bayer Patents, BASF Patents and the patents, patent applications, and plant breeder's rights owned or controlled by Syngenta and/or its affiliates which cover the Agrisure Technologies, AMS, and the Germplasm Technologies are collectively referred to as the "Patents."

5. GROWER'S RESPONSIBILITIES - Grower agrees to:

- (a) Channel grain produced from Seed Products (whether corn or soybeans or cereals) to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import;
- (b) Use Seed Products solely for planting a single commercial corn or soybean or cereal crop;
- (c) Not supply, transfer, license or sublicense any Seed Products to any other person or entity for planting or any other purpose;
- (d) Not save any grain produced from Seed Products for planting by Grower or any other person or entity and not plant any unplanted quantities of Seed Products in any subsequent planting season;
- (e) Not use or allow others to use Seed Products, grain produced from Seed Products, the Licensed Technologies or any plant material containing the Licensed Technologies for crop breeding, research (including, without limitation, agronomic testing or generation of comparative or cooperative data against corn or soybean or cereal seed containing non-Licensed Technologies), generation of registration data or Seed production (unless Grower has entered into a valid, written production agreement with Syngenta or a licensed seed company expressly authorizing one of more of these actions or for the limited purpose of conducting field evaluation research trials solely as set forth on "Plot Seed" and/or "Sample Seed" bags of Seed Products provided to Grower by Syngenta, and/or a Syngenta Field Evaluation Trial agreement);
- (f) Abide by the terms of the Syngenta Stewardship Guide and stewardship information (including but not limited to Insect Resistant Management programs set out at www.syngenta.ca/seedstewardship), as that information may be amended from time to time as described above as well as resistance management information available at <https://manageresistancenow.ca/>.

6. TERM AND TERMINATION

- (a) Either party may terminate this Agreement at any time for any reason by sending written notice of termination to the other party at the address for such party specified above. In the case of termination of this Agreement by Grower, such notice of termination must include Grower's full name and address.
- (b) If Grower violates the terms of this Agreement, in addition to other remedies available to Syngenta and any owner of the Patents, Grower may forfeit any right to obtain a license to the Licensed Technologies in the future.
- (c) Upon termination of this Agreement, Grower will no longer have a right to purchase or use Seed Products or Licensed Technologies, however, Grower's obligations (including but not limited to the above Grower Responsibilities) and Syngenta's rights that arose under this Agreement prior to termination will continue in effect.

7. GENERAL PROVISIONS

- (a) Grain harvested from corn hybrids containing Agrisure Technologies and/or Herculex Technologies, or soybean varieties containing the RR2Y Technology, RR2X Technology, or E3 Technology may not be fully approved for all grain export markets. For information to assist in determining Grower's grain marketing options, see <https://seeds-canada.ca> and www.biotradestatus.com.
- (b) Grower's rights may not be transferred to any other person or entity without the prior written consent of Syngenta.
- (c) If any provision(s) of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- (d) Grower agrees to: (i) communicate all applicable terms, conditions and restrictions on Seed Products, whether under this Agreement, the stewardship information referenced herein, or otherwise, to all persons (including Grower's employees and agents) and entities possessing or taking an interest in Grower's Seed Products and/or grain therefrom; and (ii) to monitor and cause Grower's employees' and agents' compliance with Grower's responsibilities under this Agreement.
- (e) Grower consents to Syngenta, its representatives, the representatives of any owner of the Patents, and the representatives of any regulatory or governmental agency: (i) entering upon Grower's land where the Licensed Technologies have been planted or are growing as well as the refuge area for purposes of examining the land, examining Grower's crop and taking samples thereof; and (ii) obtaining copies of invoices of Grower seed and chemical transactions from Grower's seed and/or chemical dealer. Grower agrees that Syngenta, or any owner of the Patents may exercise its rights under this paragraph for 3 years after Grower's purchase of Syngenta Seed Products containing Licensed Technologies.
- (f) Grower agrees that Syngenta and any owners of the Patents shall be entitled to recover any costs or expenses, including reasonable lawyer's fees, incurred in enforcing its or their rights under this Agreement.
- (g) The failure of Syngenta or any owners of Patents to exercise one or more of its or their rights under this Agreement on one or more occasions shall not be deemed a waiver on the part of Syngenta or such Patent owner to exercise such right(s) on one or more subsequent occasions.
- (h) Grower agrees that, should any information Grower provides to Syngenta under this Agreement change, Grower will promptly provide Syngenta with Grower's updated information at the Syngenta address provided on the first page.

8. LIMITATIONS OF WARRANTIES AND REMEDIES - Syngenta warrants that the Licensed Technologies licensed hereunder conform to the written description on the seed tag or label affixed to each unit of Seed Products containing the Licensed Technologies (or in the case of bulk Seed Products, to the written description on the Seed Product placard). This warranty applies only to the Licensed Technologies contained in Seed Products that have been purchased from Syngenta, seed companies licensed by Syngenta, or their authorized dealers or distributors. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY IS VOID IF THE SEED PRODUCT IS TREATED OR REPACKAGED BY ANY PARTY OTHER THAN SYNGENTA. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL, SEED TAG OR PLACARD OF THE PACKAGING OF EACH UNIT OF SEED PRODUCT. Syngenta must have prompt notice of any claim arising from the Licensed Technologies so that an immediate inspection of any allegedly affected Seed Product or crop can be made. Grower has thirty (30) days from discovery of a condition that may lead to a claim to report such condition to Syngenta. Failure to report such condition within thirty (30) days shall mean any claim arising from the condition is barred. All claims must be asserted within one year from the date the Seed Product was acquired by Grower or the claim is barred. GROWER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS, INCLUDING, WITHOUT LIMITATION, CLAIMS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, SHALL BE LIMITED TO REPAYMENT OF THE AMOUNT OF THE PURCHASE PRICE. IN NO EVENT SHALL SYNGENTA, ITS DISTRIBUTORS, OR DEALERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

9. THIRD PARTY TRAIT or GERMLASM PROVIDERS / INTENDED BENEFICIARIES - Grower acknowledges and agrees that this Agreement is entered into for the benefit of (i) third party trait providers (e.g. Corteva, Bayer, BASF and their affiliates), to the extent their Licensed Technologies are contained in any Seed Products used by Grower; and (ii) third party germplasm providers, to the extent their Germplasm Technologies are contained in any Seed Products used by Grower. Grower further acknowledges and agrees these third party trait providers and third party germplasm providers are intended third party beneficiaries of this Agreement entitled to enforce its provisions, as they may pertain to their respective traits or germplasm, against Grower including maintaining legal actions directly against Growers for breach of this Agreement including, but not limited to, breach of the Grower Responsibilities Section.

10. GOVERNING LAW - This Agreement and the parties' relationship shall be governed by the laws of Province of Ontario and Canada. WITH RESPECT TO THE CORTEVA PATENTS, BASF PATENTS AND BAYER PATENTS, THE EXCLUSIVE RIGHT TO ENFORCEMENT OF RIGHTS UNDER SUCH PATENTS RESIDES WITH CORTEVA, BASF AND BAYER RESPECTIVELY. WITH RESPECT TO THE BAYER PATENTS: (i) ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SEED PRODUCT SHALL EXCLUSIVELY BE BROUGHT IN ANY CANADIAN PROVINCIAL COURT IN THE PROVINCE OF ALBERTA HAVING JURISDICTION OVER THE SUBJECT MATTER THEREOF OR THE FEDERAL COURT, AS APPLICABLE; and (ii) THE PARTIES WAIVE AND AGREE NOT TO RAISE ANY OBJECTION THAT EITHER MIGHT NOW OR HEREINAFTER HAVE TO THE BRINGING OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT.