

2026 GENERAL AGRICLIME TERMS AND CONDITIONS

PURPOSE

This document, along with the Program Confirmation, defines the terms and conditions for the 2026 AgriClima™ Program. These 2026 General AgriClima Terms & Conditions apply to any 2026 AgriClima Program offered by Syngenta Canada Inc. ("Syngenta") to a grower ("Grower") if such program references these Terms & Conditions. Any program to which these Terms and Conditions apply will be referred to herein as a "Program" and these Terms and Conditions are incorporated into such Program.

DEFINITIONS

Agreement: These 2026 General AgriClima Terms & Conditions together with the Program Confirmation.

Break Fee: If referenced in the Program Confirmation, Syngenta reserves the right to enforce a Break Fee of \$1000 for program commitments from 320 to 5000 acres and \$3000 for program commitments exceeding 5000 acres if requirements agreed upon within the Program Confirmation are not met.

Committed Area: The size of acreage stated on the Program Confirmation. Such acreage is farmed by the Grower.

Committed Program Products: The Syngenta products specified in the Program Confirmation.

Committed Volume: The volume of Committed Program Products required to cover the Committed Area (this volume for a Field when multiplied by SRP, gives the SRP Spend for the Field). Eligible Purchases of the Committed Volume are required to qualify for the Payout.

Eligible Purchases: Purchases which meet all of the following criteria: (i) the purchases are made during the Purchase Period; (ii) for the Grower's own farming operation on the Field(s); (iii) through a licensed Phase III crop protection retailer or a certified commercial treater; and (iv) the purchases have been submitted to and validated by TELUSAg. For clarity, purchases of product for resale and purchases by buying groups are not Eligible Purchases.

Enrollment Date: The date upon which the Grower enrolls in the Program using Syngenta's online AgriClima registration form.

Enrollment Period: The period during which the Grower may enroll in the Program, as set out in the Program Specific Terms.

Field: The Grower's Committed Area co-located at the longitude and latitude location described in the Program Confirmation. Such Field may be owned or leased land farmed by the Grower, but in any event may not be chosen for speculative purposes.

Opt-Out Date: The date upon which the Grower opts-out of the Program by contacting the Syngenta Customer Interaction Centre at 1-877-SYNGENTA (1-877-964-3682).

Opt-Out Period: The period during which the Grower may opt-out of the Program, as set out in the Program Specific Terms.

Payout (Cash Back): The amount refunded to the Grower due to the occurrence of a specific Peril Event. The Payout is calculated in accordance with Section 3.4, the Program Confirmation.

Payout Payment Date: The Payout date as specified in the Program Confirmation.

Peril Event: A Drought Event, Excess Heat Event, Excess Rain Event, Excess Wind Event, or Frost Event that falls within the Start Payout and Maximum Payout detailed in the Program Confirmation.

- **Drought Event:** An event which occurs when the Calculated Rainfall (in millimeters) for the Field, during the Risk Period applicable to that Field is less than the Rainfall Start Payout.

Drought Start Payout: The amount of Rainfall (in millimeters), during the Risk Period applicable to the Field, as specified in the Program Confirmation as the Drought Start Payout.

Drought Maximum Payout: The amount of Rainfall (in millimeters), during the Risk Period applicable to that Field, specified in the Program Confirmation as the Drought Maximum Payout.

- **Excess Heat Event:** An event which occurs when the calculated temperature (in Celsius) is equal or above the defined temperature in the Program Confirmation, during the Risk Period applicable to that Field.

Excess Heat Start Payout: The number of days defined in the Program Confirmation as the Excess Heat Start Payout for the weather block. Payout starts when the number of heat event days are higher than the Excess Heat Start Payout.

Excess Heat Maximum Payout: The number of days defined in the Program Confirmation as the Excess Heat Maximum Payout for the weather block. Maximum Payout reaches when the number of heat event days are equal to the Excess Heat Maximum Payout.

- **Excess Rain Event:** An event which occurs when the Calculated Rainfall for the Field (in millimeters), during the Risk Period applicable to the Field is higher than the Excess Rain Start Payout.

Excess Rain Start Payout: The amount of Rainfall (in millimeters), during the Risk Period applicable to the Field, specified in the Program Confirmation as the Excess Rain Start Payout.

Excess Rain Maximum Payout: The amount of Rainfall (in millimeters), during the Risk Period applicable to the Field, specified in the Program Confirmation to reach the Excess Rain Maximum Payout.

- **Excess Wind Event:** An event which occurs when the Wind Days (in kilometers/hour), during the Risk Period applicable to the Field, are equal to or higher than the Excess Wind Start Payout.

Excess Wind Start Payout: The number of Wind Days, during the Risk Period applicable to the Field, specified in the Program confirmation as the Excess Wind Start Payout for the Field.

Excess Wind Maximum Payout: The amount of Wind Days, during the Risk Period applicable to that Field, specified in the Program Confirmation as the Excess Wind Maximum Payout.

- **Frost Event:** An event which occurs when the calculated temperature (in Celsius) is equal or below the defined temperature in the Program confirmation, during the Risk Period applicable to that Field.

Frost Start Payout: The number of days defined in the Program Confirmation as the Frost Start Payout for the weather block. Payout starts when the number of Frost Event days is higher than the Frost Start Payout.

Frost Maximum Payout: The number of days defined in the Program Confirmation as the Frost Maximum Payout for the weather block. Maximum Payout reaches when the number of Frost Event days is equal to or higher than the Frost Maximum Payout.

Program: The 2026 AgriClima Program.

Program Confirmation: The emails confirming the operating terms between the parties emailed to the Grower by Syngenta prior to the Risk Period Start Date.

Purchase Period: The period commencing on November 1, 2025, and ending on October 31, 2026, unless otherwise stated in the Program Specific Terms.

Rainfall: Western Canada - Satellite data of rainfall as provided by meteoblue AG, dataset ERA5-T at a re-gridded 0.05° spatial resolution.
Eastern Canada - Satellite data of rainfall as provided by meteoblue AG, dataset CHIRPS V3 at 0.05° spatial resolution.

Temperature: Western Canada - Satellite data of temperature as provided by meteoblue AG, dataset ERA5T 2m above ground at a re-gridded 0.05° spatial resolution.
Eastern Canada - Satellite data of temperature as provided by meteoblue AG, dataset ERA5T 2m above ground at 0.05° spatial resolution.

Risk Period End Date: The date specified as such for the Field in the Program Confirmation.

Risk Period Start Date: The date specified as such for the Field in the Program Confirmation.

SRP: The 2026 Suggested Retail Price for the applicable Committed Program Product as set out in the Program Confirmation.

SRP Spend: The amount specified as such for the Field in the Program Confirmation.

Terminating Event: An event which occurs on the date the Grower opts out of the Program, or on the later of either the last Risk Period End Date or the date the Payout is paid, if applicable.

Weather Block: A cell on the map/satellite grid on Syngenta's online AgriClima registration form. Specific Weather Block details will be included in the Program Confirmation.

Weather Block Center point: The latitude and longitude of the weather block, on which the Weather Data shall be delivered.

Wind Days: The number of days of wind specified by kilometers/hour.

1. GROWER'S RIGHTS AND OBLIGATIONS

1.1. In order to be eligible for the Program, the Grower must:

- a. enroll a Field in the Program during the Enrollment Period;
- b. receive a Program Confirmation from Syngenta;
- c. ensure all details in the Program Confirmation provided to the Grower are complete, up to date and accurate;
- d. not opt out of the Program;
- e. make Eligible Purchases of Program Products in amounts that meet or exceed the total Committed Volume for all Fields;
- f. make any and all payments due to the Syngenta reseller for Program Products as and when due;
- g. if requested, provide proof of Eligible Purchases to Syngenta for all Committed Program Products;
- h. not return purchased Committed Program Products; and
- i. be enrolled in the 2026 Syngenta Partner Program™

1.2. If the Grower wishes to request changes to the details in the Program Confirmation the Grower must call the Syngenta Customer Interaction Centre at 1-877-SYNGENTA (1-877-964-3682) within the Opt-Out Period.

1.3. If the Grower wishes to opt-out of the Program the Grower may do so within the Opt-Out Period by emailing the Syngenta Customer Interaction Centre at cic.canada@syngenta.com and requesting to opt out of the Program.

1.4. If the Grower has not opted out of the Program in accordance with Section 2.3 and does not make Eligible Purchases of at least the total Committed Volume for all fields then:

- a. No Payout will be payable whether or not a Peril Event has occurred; and
- b. At Syngenta's discretion, the Grower may not be eligible for future AgriClima offers.

2. SYNGENTA'S RIGHTS AND OBLIGATIONS

2.1. Syngenta will email the Grower the Program Confirmation outlining all registration details by no later than May 30, 2026.

2.2. If the Grower has requested changes to the Program Confirmation in accordance with Section 2.2 then Syngenta will email the Grower a revised Program Confirmation (provided the changes requested by the Grower comply with these 2026 General AgriClima Program Terms & Conditions). Such revised Program Confirmation will supersede the prior Program Confirmation.

2.3. If the Grower has opted out of the Program in accordance with Section 2.3 above then Syngenta will email the Grower confirmation that the Grower has been removed from the Program.

2.4. Subject to the terms and conditions of this Agreement, Syngenta will, at Syngenta's sole discretion, and upon satisfaction of Section 2.1 of these 2026 General AgriClima Program Terms & Conditions pay the Grower the Payout if a Peril Event occurs. To calculate the Payout, all Weather Data available 21 days after the expiry of the Risk Period End Date will be taken into consideration. The Payout is specified in the Program Confirmation. The maximum Payout for each Field is Program specific and will be outlined in the Program Confirmation.

2.5. Syngenta reserves the right to change a Program offer and/or these Terms and Conditions without prior notice.



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2.6. All cheques will be made out to the Grower name provided on the Program Confirmation. No Payout amounts under \$200.00 will be issued by Syngenta.

2.7. Syngenta will notify the Grower of the occurrence of a Peril Event by the Notification Date.

2.8. If a Payout is payable in accordance with this Agreement, the Payout payment shall be provided in accordance with section 3.4 by the Payout Payment Date. The Payout shall be subject to any limits or caps specified in the Program Confirmation.

2.9. Reissuance of payments (due to payment being misplaced, stale- dated or otherwise) will be at Syngenta's sole and absolute discretion, subject to applicable law.

2.10. For the avoidance of doubt, Syngenta reserves the right to withhold any Payout amount unless and until the Grower provides complete and accurate information to the satisfaction of Syngenta in its sole discretion that the Grower has made Eligible Purchases of the Committed Volume and complied with the terms of this Agreement. In the event that the Break Fee is payable by the Grower, Syngenta may deduct such Break Fee from any 2026 Syngenta Partner Program payments which may be due to the Grower.

3. WEATHER INFORMATION

3.1 All weather information used in respect of this Program is taken from the data provider, meteoblue. The Weather Data will be used to determine if a Peril Event has occurred. The Weather Data provided by Syngenta under or in relation to this Agreement is provided by the agency ECMWF who owns the weather data sets of ERA5-T and CHIRPS V3. The weather information provided by Syngenta under or in relation to this Agreement is developed based on probabilities and is for indicative purposes only. In no event shall Syngenta be liable to the Grower for any losses, damages, liabilities, expenses and costs howsoever occurring that the Grower may incur or suffer in relation to the Grower's use of or reliance upon such weather information. Syngenta disclaims any and all warranties and representations expressed or implied as to the nature and accuracy of such weather information.

4. RELEASE

4.1. Syngenta Canada Inc., its parent companies, associated and affiliated companies, agent suppliers, advertising/promotion agencies and any other entity involved in the development, production, administration or fulfillment of the Program, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") will not be liable for: (i) any late, lost, misdirected, delayed, incomplete, incompatible or misdirected data and/or other product purchase information required by Syngenta to determine Grower's payment eligibility; (ii) any failure(s), malfunction(s) or other problem(s) of any nature whatsoever; (iii) the failure of any order, purchase transaction, data and/or other element(s) of the Program to be received, captured or recorded for any reason whatsoever; and/or (iv) any combination of the above.

5. CONFIDENTIALITY

5.1. Each party, as a "Receiving Party", shall, during the term of this Agreement and subsequent to its termination, keep confidential and not disclose to any third party (except employees, insurers and/or sub-contractors of the Receiving Party on a need-to-know basis, and for whom the Receiving Party shall remain liable) without the other party's prior written consent, any information and data of whatever nature and in whatever form relating to the other party or this Agreement which comes into the possession or knowledge of the Receiving Party under or as a result of this Agreement ("the Confidential Information"). Furthermore, the Receiving Party warrants and undertakes that it shall not use the Confidential Information for any purpose other than the purpose for which the Confidential Information is given without the other party's prior consent in writing.

5.2. The confidentiality obligations provided for in this Agreement shall remain valid for a period of 3 years after the termination of this Agreement.

6. USE OF INFORMATION

6.1. The information the Grower has provided, or in the alternative the Grower has authorized their retailer(s) to provide, will be used to administer the Program and verify eligibility for the Payout. The Grower consents to the collection of Grower information, including contact information and transactional sales data, from the Grower and the Grower's retailer(s) by Syngenta for the purposes of:

- a. to administer Syngenta offers, including validation of product purchases and calculation/issuance of rebates, credits and rewards;
- b. to enable Syngenta to perform compliance-related activities, including product recalls and/or regulatory assessments;
- c. to enable Syngenta to establish and maintain good customer relations;
- d. to better understand customer needs and preferences;
- e. to assist Syngenta in developing, enhancing, marketing and distributing products or services (including surveys or publications in educational, marketing, direct mail, digital or social media communications); and/or
- f. to manage and develop the business and operations of Syngenta (including certain information technology services such as the housing of server technology as a repository for personal information and the use of cloud-based services).

6.2. Personal and/or business entity information collected, used or disclosed may include, but is not limited to, the following: (i) contact information, purchase information, agronomic data or other information about Grower's farming, golf course or other operation; (ii) Grower's likeness and/or voice and/or transcript as taken from video, photography or any other material or means; and/or (iii) images and/or video created by Grower, and for which Grower has ownership and authority to provide, and has provided, to the Syngenta Authorized Users.

6.3. Grower agrees that Grower shall have no right of approval, no claim to additional compensation or benefit, and no claim (including, without limitation, claims based upon invasion of privacy or use of private information, defamation, or right of publicity) arising out of any use of Grower's personal and/or business entity information or modification thereof (including blurring, distortion, alteration, optical illusion, or use in composite form, whether or not intentional) by the Syngenta Authorized Users.



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6.4. "Syngenta Authorized Users" as used in these Terms and Conditions means: (i) Syngenta Canada Inc., its affiliates, agents and representatives ("Syngenta"); (ii) resellers from which Grower purchases Syngenta products; (iii) Syngenta third party service providers (e.g. AgData Ltd., DocuSign Inc., TELUSAg, TGT Solutions Inc. and others); and/or (iv) Syngenta licensees, licensors and other trusted third parties. Grower acknowledges that Grower's personal and/or business entity information may be shared with Syngenta Authorized Users in the United States, Switzerland, or other countries in connection with the purposes described above. Grower acknowledges their rights of access and rectification to their personal information, including, but not limited to: (i) The right to request that we disclose to you the Personal Information we collect, use, or disclose and the purposes for and means by which we collect it; (ii) The right to require us to rectify or update any inaccurate Personal Information, or complete any incomplete Personal Information; (iii) The right to require us to restrict the dissemination of your Personal information (right to be forgotten); and (iv) The right to require us to inform you of, and submit observations on automated decision-making. If you wish to exercise any of your above rights, you can contact us at no cost by sending an email to the Data Privacy Officer – data.privacy@syngenta.com.

6.5. Grower further acknowledges that: (i) Grower may withdraw this consent at any time by contacting the Syngenta Canada Inc. Privacy Officer at: data.privacy@syngenta.com and writing "Privacy" in the subject line; and (ii) in some cases, withdrawing consent may prevent Syngenta from providing certain services or benefits to Grower; and (iii) Personal and/or business entity information collected could be communicated outside of Québec.

7. MISCELLANEOUS

7.1. The Agreement between Syngenta and Grower shall commence on the Enrollment Date and shall continue until a Terminating Event occurs.

7.2. This Agreement represents the entire terms and conditions in relation to the subject matter of this document and supersedes any previous document whether written or oral between the parties in relation to that subject matter. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of this Agreement.

7.3. No amendment or variation of this Agreement shall be effective unless it is made or confirmed in a written document issued by Syngenta. Syngenta reserves the right to change the terms and conditions of the Program without prior notice. The Grower may not assign its rights under this Agreement without the prior written consent of Syngenta.

7.4. If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

7.5. The Program is not intended to be and will not be construed as an insurance offering. The Payout is not intended to be and will not be construed as an insurance payment. The Payout (if applicable) is a price adjustment based on the occurrence of a Peril Event. In no event will Syngenta's payment to the Grower hereunder exceed the maximum Payout amount set forth on the Program Confirmation.

7.6. Any Grower participating in the Program does so at the Grower's own risk. The Grower waives any claim against Syngenta for loss of profit, loss of revenue, loss of use of the goods or any associated equipment, loss of capital, down time costs, special, incidental, direct, indirect, consequential, punitive or exemplary damages or penalties of any kind, howsoever calculated or classified, arising from the Grower's participation in the Program.

7.7. The Eligible Grower may not assign any or all of its interest or rights to participate in the Program to any other party without the prior written consent of Syngenta.

7.8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Ontario and any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement.

7.9. Any claim that an individual or entity ("Person") wishes to make against Syngenta (including claims for discrepancies) arising from the Person's participation in a Program, or any request by the Person for resolution of a dispute arising between the Person and Syngenta by virtue of the Person's participation in the Program, must be made in writing to Syngenta by no later than the earlier of: (i) 60 days after receipt of the Program rebate; and (ii) May 1st immediately following the Program Period. If a claim, or a request for dispute resolution, has not been made by that time, the Grower shall have no further rights to make any such claim or request against Syngenta.

7.10. By accepting the 2026 General AgriClima Terms & Conditions, each party certifies and warrants that it understands the legal significance of the terms of this Agreement and that it has the legal authority to bind the organization it represents to the terms of this Agreement.

For further information, please contact our Customer Interaction Centre at 1-877-964-3682 or visit our website at [Syngenta.ca](https://www.syngenta.ca).

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