



SYNGENTA CANADA INC. STEWARDSHIP AGREEMENT

GROWER INFORMATION (PLEASE PRINT CLEARLY)

Business Type (Check One):

- Individual (Sole Proprietorship)
- Corporation
- Partnership
- Co-operative

Business Name: _____

Authorized Representative's Name: First: _____ Middle Initial: _____ Last: _____

Authorized Representative's Address: Street Address: _____

City: _____

Province: _____ Postal Code: _____

Business Telephone: _____

Mobile Telephone: _____

Email Address: _____

This Stewardship Agreement ("Agreement") is entered into between you ("Grower") and Syngenta Canada Inc., 140 Research Lane, Guelph, Ontario N1G 4Z3 ("Syngenta").

YOU, THE UNDERSIGNED GROWER, HEREBY ACKNOWLEDGE AND AGREE THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO THE ENTIRETY OF THIS DOCUMENT AND THE TERMS AND CONDITIONS OF THIS AGREEMENT; (2) THIS IS A LEGALLY BINDING CONTRACT; (3) YOU ARE FULLY AUTHORIZED TO ENTER INTO THIS AGREEMENT; AND (4) YOU ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE INTENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grower Signature

Date

Grower Name (Please print clearly)

(to be signed by individual at farm level responsible for planting, management of refuge, and grain marketing)

Thank you for choosing one or more of the Licensed Technologies (as defined below). Return all pages of this Agreement to Syngenta at the address shown 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).

Mail ORIGINAL form to: **Syngenta Canada Inc.**
Attention: Stewardship
Suite 300, 6700 Macleod Trail South, Calgary, AB, T2H 0L3

Signed, clearly scanned pdf copies can also be emailed to:
cic.canada@syngenta.com

TO BE COMPLETED BY DEALER:
Dealer Name: _____
Dealer City: _____
Dealer Contact Person: _____
Dealer Email: _____

SYNGENTA OFFICE USE ONLY:
Third Party Syngenta-Licensee: _____
Syngenta Stewardship Agreement #: _____
Customer ID #: _____

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For the purposes of this Agreement, the “Syngenta Canada Website” means https://www.syngenta.ca/stewardship_agreement. By signing and returning this Agreement the 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 containing Agrisure® Technologies distributed by a third party Syngenta-licensee (such products collectively referred to as “Seed Product”):

- (i) Agrisure® CB/LL corn, Agrisure GT corn, Agrisure RW corn, Agrisure Viptera™ corn and Agrisure Duracade™ corn (the “Agrisure Technologies”), Syngenta Aphid Management System for soybeans (“AMS”);
- (ii) Herculex® I, Herculex RW corn, Herculex XTRA Insect Protection (the “DAS Technologies”);
- (iii) Syngenta Seed Product containing the Genuity® Roundup Ready 2 Yield™ trait (the “Genuity RR2Y Technology”) or the Roundup Ready 2 Xtend® trait (the “RR2X Technology”); and
- (iv) (1) the soybean varieties and corn hybrids (a) covered by the patents and/or PBRs listed on the bags and/or tags and sold under the following brands or any other brands listed on the on the Syngenta Canada Website: NK, and Syngenta; and/or b) covered by patents and/or PBRs listed on the Syngenta Canada Website as updated from time to time by Syngenta; and/or c) listed on the Syngenta Canada Website as patent pending and as that list is updated from time to time by Syngenta, and
(2) the cereal varieties listed on the Syngenta Canada Website and as that list is updated from time to time by Syngenta, (all of the foregoing under (iv)(1) and (2) collectively, the “Syngenta Germplasm Technologies”).

The Agrisure Technologies, AMS, DAS Technologies, Genuity RR2Y Technology, RR2X Technology and Syngenta Germplasm Technologies shall collectively be referred to as the “Licensed Technologies” throughout this Agreement.

STEWARDSHIP

Grower acknowledges the receipt of the applicable seed product stewardship information; in the alternative, Grower understands that the stewardship information will be provided after signing this Agreement. Grower agrees to read and comply with any provisions for insect resistance management indicated by the Canadian Corn Pest Coalition as set out at www.cornpest.ca. Syngenta may provide Grower with any unilateral updates to any Syngenta Stewardship Guide via paper or electronic means or by modification to the Syngenta Canada Website. Syngenta may also unilaterally amend this Agreement 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 or such other website as Syngenta may designate from time to time, all of which are incorporated into and are a part of this Agreement. Grower’s use of the Licensed Technologies after posting of such form or Stewardship Guide further confirms Grower’s agreement and commitment to be bound by the new form of agreement and Syngenta Stewardship Guide. Grower agrees to read and comply with provisions for herbicide resistance management in weeds set out by CropLife Canada at croplife.ca. This Agreement, once signed by Grower and provided to Syngenta (in hard copy or .pdf format), will remain in effect until terminated by Grower or Syngenta. This Agreement (including the most current Syngenta Stewardship Guide and form), together with the terms on the label of packaging containing and/or 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.

GROWER’S LIMITED USE LICENSE(S)

Grower acknowledges that the Agrisure Technologies and AMS are protected under one or more of the following Canadian patents: CA2110401; CA2458514; CA2223875; CA2061636; CA2199049 CA2157470 application pending and CA2589574 application pending (all of the foregoing are hereafter collectively referred to as the “Syngenta Patents”).

Grower acknowledges that the DAS Technologies are protected under one or more of the following U.S. patents: 6,573,240; 6,737,273; 6,218,188; 5,538,880; 5,538,877; 5,489,520; 5,550,318; 5,484,956; 5,919,675; 6,331,665, 5,510,474; 6,020,190; 6,127,180; 6,548,291; 6,624,145; 6,340,593; 6,893,872; 6,083,499; 6,900,371; 6,943,282; and CA 2,309,131 (all of the foregoing are hereafter collectively referred to as the “DAS Patents”).

Grower acknowledges that the Genuity RR2Y Technology and RR2X Technology are protected under one or more patents, including but not limited to the patents found at www.monsantotechnology.com or such other website as Monsanto may utilize for such purpose from time to time, as well as Canadian patents: CA 1,313,830; CA 1,325,191; CA 1,341,167; CA1,341,481; CA 2,028,903; CA 2,083,948; CA 2,088,661; CA 2,108,000; CA 2,249,332; or CA 2,394,984 (all of the foregoing patents, whether listed herein, or incorporated by reference through reference to www.monsantotechnology.com, are hereafter collectively referred to as the “Monsanto Patents”).

The DAS Patents, Monsanto Patents and the patents, patent applications, and PBRs owned or controlled by Syngenta and/or its affiliates which cover the Agrisure Technologies, AMS, and the Syngenta Germplasm Technologies are collectively referred to as the “Patents.”

Upon receipt and acceptance by Syngenta of this Agreement unaltered and executed by Grower, Grower is granted, under the applicable Patents, 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 to plant Seed Products, that have been purchased and/or acquired in another country, on land located in the Canada, nor to plant Seed Products, that have been purchased and/or acquired in the Canada, on land located in any other country. Such limited use licenses granted by DAS or Monsanto are provided through Syngenta as Syngenta is authorized to act on behalf of DAS and Monsanto for that purpose.

GROWER RESPONSIBILITIES

Grower agrees to:

- 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. As reference only, and specific to the EU, the Canadian Seed Trade Association maintains a list of “traited” corn hybrids (status re authorization in the EU at: <http://www.cdnseed.org>);

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- Use Seed Products solely for planting a single commercial corn or soybean or cereal crop;
- Not supply, transfer, license or sublicense any Seed Products to any other person or entity for planting or any other purpose;
- 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;
- 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);
- Abide by the terms of the Syngenta Stewardship Guide and/or Stewardship information (including Insect Resistant Management programs), as that information may be amended from time to time as described above; and
- Communicate all applicable stewardship requirements and obligations to any of its employees and agents with respect to handling of or work involving Seed Products and/or grain produced from Seed Products, and monitor and cause such employees' and agents' compliance with Grower's responsibilities under this Agreement.

GROWER UNDERSTANDS

- **Channeling:** Grain harvested from corn hybrids containing Agrisure Technologies and DAS Technologies, or soybean varieties containing the Genuity RR2Y Technology or RR2X Technology, may not be fully approved for grain exports markets. For information to assist in determining Grower's corn grain marketing options, see <http://www.cdnseed.org> or contact the Syngenta Customer Interaction Centre at: 1-877-964-3682 (1-87-SYNGENTA).
- **Regulatory Approvals:** The Licensed Technologies may only be used in the Canada where the Seed Products have been approved for use by all required government agencies.
- **Insect Resistance Management (IRM):** When planting any Seed Products which contain Agrisure Technologies, and/or DAS Technologies, Grower must implement appropriate Insect Resistance Management programs as specified in the Canadian Corn Pest Coalition "A Grower's Handbook," and available at: <http://www.cornpest.ca> as may be updated from time to time as described above. When planting any Syngenta soybean varieties with AMS, Grower must implement an insect resistance management program.

TERM AND TERMINATION

- 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. Further, Syngenta may terminate this Agreement for failure of Grower to fully comply with the Grower Responsibilities described above.
- If Grower violates the terms of this Agreement, in addition to other remedies available to Syngenta and any owner of the Patents listed above, Grower may forfeit any right to obtain a license to the Licensed Technologies in the future.
- 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.

GENERAL PROVISIONS

- Grower acknowledges that Grower has either received information concerning insect resistance management practices and/or herbicide resistance management practices or will access the applicable information through www.cornpest.ca and/or croplife.ca. Grower's continuing use of the Licensed Technologies after receipt of any updates to the Syngenta Stewardship Guide and/or any new terms of this Agreement as described above, constitutes Grower's agreement to be bound by the updates and new terms.
- Grower's rights may not be transferred to any other person or entity without the prior written consent of Syngenta.
- If any provision(s) of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- Grower agrees to communicate all applicable terms, conditions and restrictions on Seed Products, whether under this Agreement, the stewardship information referenced herein, or otherwise, to all persons and entities possessing or taking an interest in Grower's Seed Products and/or grain therefrom.
- Grower consents to Syngenta, its representatives, the representatives of any owner of the Patents listed above, 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 listed above may exercise its rights under this paragraph for 3 years after Grower's purchase of Syngenta Seed Products containing Licensed Technologies. Grower agrees that any information obtained under this Agreement may be held by Syngenta or its Affiliates and may be used by Syngenta, its representatives, the representatives of any owner of the Patents listed above, and the representatives of any regulatory or governmental agency for purposes including, without limitation, monitoring of compliance to this Agreement. Further provided that Syngenta and its representatives may use the information obtained under this Agreement for purposes of Syngenta establishing and maintaining good customer relations, better understanding customer needs and preferences, assisting Syngenta in developing, enhancing, marketing and distributing products or services, and managing and developing Syngenta business and operations.
- Grower agrees that Syngenta and any owners of the Patents listed above shall be entitled to recover any costs or expenses, including reasonable attorney's fees, incurred in enforcing its or their rights under this Agreement.

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- The failure of Syngenta or any owners of Patents listed above 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.
- 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 below.

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.

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 (i.e., Dow AgroSciences and Monsanto Company), to the extent their trait technologies are contained in any Seed Products used by Grower (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.

GOVERNING LAW This Agreement and the parties' relationship shall be governed by the laws of Province of Ontario and Canada. WITH RESPECT TO THE MONSANTO PATENTS, this Agreement and the parties' relationship shall be governed by the laws of the Province of Manitoba (without regard to the choice of law rules) and the laws of Canada applicable therein; THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF QUEEN'S BENCH FOR THE PROVINCE OF MANITOBA, (ANY LAWSUIT MUST BE FILED IN WINNIPEG, MANITOBA) FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH AN ALLEGED BREACH OF THIS AGREEMENT. GROWER ACKNOWLEDGES THAT MONSANTO RESERVES ALL RIGHT TO INITIATE AND PURSUE CLAIMS FOR INFRINGEMENT OF ITS PATENTS OR OTHER INTELLECTUAL PROPERTY IN FEDERAL COURT OF CANADA IN ANY PLACE IN WHICH THAT COURT SITS.