



2023  
TSA  
BAYER  
2023 CANADA TECHNOLOGY  
STEWARDSHIP AGREEMENT

Round 2 – 11.30.22



# 2023 TECHNOLOGY STEWARDSHIP AGREEMENT (Limited-Use License)

PLEASE SCAN AND E-MAIL COMPLETED FORM TO: [rebate.fulfillment.ca@bayercropscience.com](mailto:rebate.fulfillment.ca@bayercropscience.com)

## GROWER INFORMATION (please print)

Please complete this section by filling out the information below ("Grower Information"). To sign this Technology Stewardship Agreement (also the "TSA" or "Agreement"), you must be the operator/grower for all fields in which you will grow plants from Seed (as defined below). You represent that you have full authority to and do hereby bind to this Agreement yourself, all entities for which you obtain Seed, all individuals and entities having an ownership interest in any entities for which you obtain Seed ("Grower"), and that Bayer CropScience Inc. (also "Bayer") or a court has not barred you or any of those individuals or entities from obtaining this limited-use license or accessing Seed. Your name must be filled in and must match the signature below. This Agreement becomes effective if and when Bayer issues the applicable Grower license number from Bayer's headquarters in Calgary, Alberta. Bayer does not authorize Seed dealers or Seed retailers to issue a license of any kind for Bayer Technologies (as defined below).

Full Grower Name (First/Middle/Last): \_\_\_\_\_

Language: ☐ English

Farm Business Name: \_\_\_\_\_

Request: ☐ New TSA Form ☐ Update Existing

Additional Grower Names (if applicable): \_\_\_\_\_

TSA# T

Mailing Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

911 Address (if different than mailing address): \_\_\_\_\_

Primary Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

By providing Bayer with your email and cell phone number above, you:

- Contractually agree to receive commercial electronic messages via email and/or text from Bayer for the purposes of administering, enforcing and providing notice to you under this Agreement between you and Bayer; and
- Consent to receive commercial electronic messages via email and/or text from Bayer, its affiliates, representatives, licensees and other trusted third parties for other purposes for which we have your consent and you can unsubscribe from receiving such messages by contacting us at Bayer CropScience Inc., #130, 160 Quarry Park Blvd. SE, Calgary, AB T2C 3G3 or at [AskUs@cropscience.bayer.ca](mailto:AskUs@cropscience.bayer.ca). (Please note that we may still send you electronic messages as permitted by law.)

If the above information changes, Grower agrees to promptly update this information by calling Bayer's Technical Support Line at 1-888-283-6847.

## NOTICE REGARDING GROWER INFORMATION

- Please review our privacy policy at [www.cropscience.bayer.ca/en/Privacy-Statement](http://www.cropscience.bayer.ca/en/Privacy-Statement) (the "Privacy Policy") for more information about how Bayer handles your personal information. If you have any questions or concerns relating to Bayer's privacy practices, please contact Bayer's Privacy Officer by email at [AskUs@cropscience.bayer.ca](mailto:AskUs@cropscience.bayer.ca).
- By providing the Grower Information including personal information above and signing the Agreement, you are consenting to the collection, use and disclosure by Bayer, its affiliates, agents, representatives, licensees and other trusted third parties ("Bayer Authorized Users") of your personal information (including your contact information, information about your farming practices and information about the specific nature and quantity of corn, sweet corn, soybean, canola, alfalfa and sugarbeets that you farm using Bayer Technologies and other products or services of Bayer or its affiliates that you purchase or use) for the purposes of administering and enforcing this Agreement between you and Bayer. Your consent for these purposes is a requirement for entering into and having a valid Agreement with Bayer.
- Bayer Authorized Users may collect, use and disclose your personal information to assist Bayer, its affiliates or its licensees in establishing and maintaining a business relationship with you, including, for example, to: (i) better understand your needs and preferences; (ii) enable us to operate and manage our businesses and operations (including research and development of new and existing products and services and offering incentives to retailers to make products and services available to you); and (iii) periodically send you marketing materials, news/updates, and other information about certain products, services, events, and other matters that we believe may be of interest to you. You may withdraw consent for these purposes by contacting Bayer's Privacy Officer (using the contact information above).
- Bayer may collect, use and disclose your personal information to permit trusted third parties to periodically send you marketing materials, news/updates and other information about products, services, events, and other matters that we believe may be of interest to you. You may withdraw consent for these purposes by contacting Bayer's Privacy Officer (using the contact information above).
- Please note that your personal information may be shared with Bayer affiliates in the United States, Germany or other countries in connection with the purposes described above including for certain information technology services like the housing of server technology as a repository for personal information ("Affiliated Services"). Bayer may also use cloud-based Affiliated Services from third parties. For further information on the nature of the Affiliated Services please contact the Bayer's Privacy Officer (using the contact information above).

I, the undersigned Grower or authorized representative of the Grower, acknowledge that I have read and understand the terms and conditions of this Agreement (on this page and all pages of this Agreement) and agree to be bound by the terms and conditions of this Agreement.

## GROWER SIGNATURE & DATE REQUIRED

Signature \_\_\_\_\_ Date \_\_\_\_\_ RSA# \_\_\_\_\_

Retail Signature \_\_\_\_\_ Date \_\_\_\_\_ Retail Name \_\_\_\_\_

Retail Location/Town \_\_\_\_\_



## TERMS & CONDITIONS

This Technology Stewardship Agreement is entered into between you (Grower) and Bayer CropScience Inc., and consists of the terms (including the Notice Regarding Grower Information) on this page and all pages of this Agreement and any applicable Riders. This Agreement grants Grower a limited license to use, in accordance with the terms of this Agreement and Bayer Plant Breeders Rights ("PBR"), the following technologies and products:

### CANOLA PRODUCTS:

Roundup Ready® Canola Single Use Products  
TruFlex™ Canola with Roundup Ready® Technology  
TruFlex™ Canola with Roundup Ready®  
and LibertyLink® Technologies\*  
DEKALB® LibertyLink® Canola\*

### CORN PRODUCTS:

Roundup Ready® Corn 2  
VT Double PRO® RIB Complete® Corn  
Trecepta® RIB Complete® Corn Blend  
SmartStax® RIB Complete® Corn  
SmartStax® PRO Corn  
Performance Series® Sweet Corn

### SOYBEAN PRODUCTS:

Roundup Ready 2 Xtend® Soybeans  
Roundup Ready 2 Yield® Soybeans  
XtendFlex® Soybeans

and any future Seed technologies and products developed, licensed or owned by Bayer and made available to Grower by Bayer or as authorized by Bayer ("Bayer Technology" or "Bayer Technologies"). Seed containing Bayer Technologies are referred to herein as "Seed". The licensed Canadian patents for Bayer Technologies can be found at the following web page: <https://cs.bayerpatents.bayer.com> and/or on the product label.

**This Agreement includes an Alfalfa Rider and a Sugarbeet Rider, attached hereto, which are between Grower and Forage Genetics International, LLC ("FGI") and Grower and KWS SAAT SE & Co. KGaA ("KWS"), respectively. The Alfalfa Rider grants Grower a limited license to use HarvXtra® Alfalfa with Roundup Ready® Technology. The Sugarbeet Rider grants Grower a limited license to use Roundup Ready® Sugarbeets.**

This Agreement contains Grower's stewardship responsibilities and requirements associated with the use of Seed and Bayer Technologies.

\*For canola products containing the LibertyLink® trait, grower must hold a valid and current BASF Liberty® and Trait Agreement before Grower purchases such products.

Product names may change.

## 1. GROWER AGREES:

- a. To acquire Seed only from authorized Seed companies in Canada with technology and/or product license(s) from Bayer for the applicable Bayer Technology(ies) or from a licensed company's dealer authorized to sell such licensed Seed in Canada.
- b. To obtain and read before planting and strictly follow the applicable requirements of this Agreement, the Technology Use Guide (also "TUG"), the applicable Seed bag, label and/or tag as each may be unilaterally amended by Bayer from time to time. The TUG, applicable Seed bag, label and/or tag is incorporated into and is a part of this Agreement. Further, Grower acknowledges that compliance with the foregoing stewardship requirements is a fundamental term of this Agreement, and Grower may lose Grower's limited-use license to use Bayer Technologies if Grower fails to comply with this Agreement, including by failing to follow any insect resistance management ("IRM") program identified in the TUG or required by this Agreement. Bayer advises Grower to follow the recommendations and best management practices provided in the TUG, any IRM program, Seed bag and/or tag. Grower may obtain additional copies of the TUG by contacting Bayer at 1-888-283-6847 or by going to [tug.bayer.com](http://tug.bayer.com).
- c. To pay all applicable royalties, product and technology fees for the use of the Bayer Technologies and applicable fees due to Bayer for the Seed. If Grower fails to pay Bayer or any Bayer affiliates ("Affiliates") any owed costs of Seed, Bayer Technologies, and/or fees or royalties, Grower agrees to pay Bayer default late fees at the rate of 1.5% per month (or the maximum allowed by law, whichever is less) until paid in full, plus all collection agency fees and reasonable legal fees and disbursements and all other costs of collection incurred by Bayer. Bayer and any Affiliates have the right of set off against any and all amounts that may be due to the Grower from Bayer or any Affiliates.
- d. To use Seed solely for a single planting of a commercial crop in Canada.
- e. Not to transfer any Seed to any other person or entity for planting and not to export any Seed.
- f. Not to save or clean any crop produced from Seed for planting, and not to supply Seed produced from Seed to any person or entity for planting. Except to the extent specifically permitted by a valid TSA, the planting of any crop or Seed produced from Seed shall constitute infringement of Bayer's Canadian patents, the patents of its Affiliates, and/or breach of this Agreement.
- g. Not to plant and/or clean Seed for Seed production unless, and only if, Grower has entered into a valid, written Seed production agreement with a Seed company that is licensed by Bayer to produce Seed (for the purposes of this section, a "Licensee"), and such agreement requires Grower to physically deliver to the Licensee, sell for non-Seed purposes or use for non-Seed purposes all the Seed produced. The Seed production agreement between Grower and Licensee must also prohibit Grower from purchasing or otherwise obtaining from Licensee any of the Seed produced unless, after physical delivery by Grower to Licensee, that Seed has been conditioned, packaged and delivered by Licensee to Grower in the same manner as Seed sold by Licensee to growers who have not entered into a Seed production agreement.
- h. Not to harvest any volunteer crops from fields planted the previous year with Seed.
- i. Not to plant any Seed, or any Seed produced from Seed, for crop breeding, research, molecular analysis or generation of herbicide or other registration data. Grower may not conduct research on Grower's crop produced from Seed without Bayer's prior written consent, except to make agronomic comparisons and conduct yield testing solely for Grower's own use. Bayer may make separate license agreements available to academic institutions for research.
- j. To use on crops containing Bayer Technologies only pesticides labeled for such use and follow current label directions. BAYER DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKED BY OTHER COMPANIES, INCLUDING BUT NOT LIMITED TO THOSE THAT ARE LABELED FOR USE IN CROPS CONTAINING BAYER TECHNOLOGIES. BAYER SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN CROP(S) CONTAINING BAYER TECHNOLOGIES. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKED BY OTHER COMPANIES, OR THE IMPACT TO BAYER TECHNOLOGIES FROM THE USE OF SUCH PRODUCTS, SHOULD BE DIRECTED TO THOSE COMPANIES.
- k. To accept and continue the obligations of this Agreement on any new land purchased or leased by Grower that has Seed planted on it by a previous owner or possessor of the land; and to timely notify in writing new purchasers or lessees of land owned by Grower that has Seed planted on it that the Seed and/or Bayer Technologies are subject to this Agreement. The new purchasers or lessees must have or obtain their own Agreement to harvest or use, sell or otherwise transfer the harvested crop.

- l.** To keep and provide Bayer and its representatives following Bayer's actual (or attempted) oral communication, and no later than seven (7) days after the date of its written or electronic request:
  - 1. copies of all records, receipts, or other documents in any form or medium or other information that could be relevant to Grower's performance of this Agreement, including but not limited to, a list of all locations planted by or on behalf of Grower, crop insurance records, disaster assistance applications, all records of Agriculture and Agri-Food Canada or any other government agency or organization administering the AgriStability, AgriInsurance, AgriInvest, or AgriRecovery programs or similar programs whether federally or provincially, and grower/dealer/retailer/applicator records for Seed and chemical purchases and applications; and
  - 2. the identity of, and access to, land farmed by or at the direction of Grower (including refuge areas) and bins, wagons, or Seed storage containers and other equipment used or under the control or direction of Grower, for purposes of examining and taking samples of crops, crop residue or Seeds located therein.
- m.** To allow Bayer to obtain Grower's internet service provider records to validate Grower's electronic signature, if applicable.
- n.** To promptly notify Bayer should any Grower Information provided to Bayer herein change.
- o.** To direct crops or materials produced from the Seed ("Grain") only to appropriate grain handlers and/or markets to prevent movement to markets where the Grain has not yet received regulatory approval for import and to notify such grain handlers that the Grain has not yet received that approval. Grower acknowledges that Grain can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted, and Grower purchases the Seed with that knowledge.

## 2. GROWER RECEIVES:

- a.** A limited-use license to purchase and to plant Seed pursuant to the terms of this Agreement in Canada and to apply labeled glyphosate, dicamba or glufosinate herbicides over the top of crops as applicable, unless otherwise restricted by law. Bayer (or the respective licensor) retains ownership of the Bayer Technologies owned by it, including the genes, technologies, products and varieties. These licenses do not authorize Grower to plant Seed in Canada that has been purchased in another country or plant Seed in another country that has been purchased in Canada.
- b.** A limited-use license under applicable Canadian patents (other than the Dow AgroSciences Patent Rights as defined below) and other product/technology rights to use Bayer Technologies subject to the conditions listed in this Agreement and with respect to alfalfa and/or sugarbeet Seed, the conditions listed in the Alfalfa Rider and/or Sugarbeet Rider. Dow AgroSciences LLC and Agrigenetics, Inc. (collectively "Dow AgroSciences") licenses Grower under its applicable Canadian patents (the "Dow AgroSciences Patent Rights") the right to use Dow AgroSciences' Event TC1507 and Event DAS 59122-7 to the extent either is present in any SmartStax® Seed obtained by Grower pursuant to this Agreement. Bayer is authorized to act on Dow AgroSciences' behalf for this Agreement, subject to the conditions listed in this Agreement.

## 3. GENERAL TERMS:

- a. Term:** This Agreement will remain in effect until either Grower or Bayer chooses to terminate the Agreement, as provided in Section 3(e) below.
- b. Modification:** From time to time, Bayer may unilaterally revise the terms and conditions of this Agreement including the incorporated TUG, Seed bag, label and/or tag by posting such amended terms on <https://traits.bayer.ca> and/or by notifying Grower of any amended terms by mail, electronic mail, text messages or other means. If the Grower has provided Bayer an email address or cell phone number in conjunction with this Agreement, Bayer may send Agreement amendments and new stewardship information to Grower by email, text message or mail. Continuing use of Bayer Technologies after notification of any amended terms including posting of amended terms on <https://traits.bayer.ca> constitutes Grower's acceptance of and agreement to be bound by the amended terms of this Agreement.
- c. Transferability:** Grower may not transfer its rights or obligations to anyone else without the written consent of Bayer. If Grower's rights or obligations are transferred with Bayer's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights or obligations. Bayer may assign this Agreement to an Affiliate without Grower's consent or the provision of any notice to the Grower.
- d. Binding Effect:** If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- e. Termination:** Grower may terminate this Agreement in whole, for any reason, effective immediately by delivering written notice via certified mail to Bayer. Grower must deliver the notice of termination to Bayer CropScience Inc., Attn: Trait Operations, #130, 160 Quarry Park Blvd. SE, Calgary, AB T2C 3G3. Bayer may terminate this Agreement, in whole or in part, effective immediately by delivering written notice to Grower. Upon termination, whether by Grower or by Bayer, Grower's responsibilities and the other terms herein shall survive (such as but not limited to Grower's obligation to use Seed for a single commercial crop) as to Seed previously purchased or used by Grower. If Bayer terminates this Agreement, Grower is not entitled to obtain a future limited-use license from Bayer unless Bayer provides Grower with specific written notice expressly recognizing the prior termination and inviting Grower to submit a new limited-use license. Grower expressly acknowledges that Grower's submission of a new TSA and Bayer's issuance of a new license number shall not satisfy the specific written notice requirement. If Grower is found by any court to have breached any term of this Agreement and/or to have infringed one or more of the Canadian patents or PBRs or other product/technology rights covering Bayer Technologies, Grower agrees that, among other things, Bayer and Dow AgroSciences, as appropriate, shall be entitled to interim, interlocutory, and permanent injunctions enjoining Grower and any individual and/or entity acting on Grower's behalf or in concert therewith from making, using or selling Seed or offering Seed for sale. Additionally, Grower agrees that any finding of patent infringement by Grower shall entitle Bayer and Dow AgroSciences, as appropriate, to patent infringement damages or an accounting of profits to the full extent authorized by the Patent Act, R.S.C., 1985, c. P-4. Grower will also be liable for all breach of contract damages.
- f. Legal Fees and Disbursements:** If Grower is found by any court to have infringed one or more of the Canadian patents, PBRs or other product/technology rights covering Bayer Technologies or otherwise to have breached this Agreement, Grower agrees to pay Bayer and the licensed Bayer Technologies provider(s) and Dow AgroSciences, as appropriate, their legal fees and disbursements related to the case plus any other expenses incurred in the investigation of the breach and/or infringement.
- g. Governing Law:** This Agreement and the parties' relationship shall be governed by the laws of the Province of Alberta and Canada (without regard to the choice of law rules).
- h. Waiver:** The failure of Bayer or any owners of patents to exercise one or more of its rights under this Agreement on one or more occasions shall not be deemed a waiver on the part of Bayer or such patent owner to exercise such right(s) on any subsequent occasion.
- i. Entire Agreement:** This Agreement, along with provisions in the TUG and/or on Seed bag and/or tag, incorporated into this Agreement, encompass the entire agreement of the parties, and supersede all previous understandings and agreements between the parties, whether oral or written. Grower also agrees that such provisions (the terms, warranties, and disclaimers and limitations as to warranties, damages, and remedies) are terms and conditions of sale and cannot be modified or amended at any time except in writing signed by Bayer.
- j. Compliance with Laws:** Grower will comply with all applicable provincial, federal, and local laws, rules, regulations, and executive and administrative orders when performing Grower's obligations under this Agreement.

#### 4. GROWER CLAIMS AND REMEDIES:

- a. Notice requirement:** As a condition precedent to Grower or any other person with an interest in Grower's crop asserting any claim, action, or dispute against Bayer and/or any seller of Seed regarding performance or non-performance of Bayer Technologies or Seed, Grower must provide a written, prompt, and timely notice to Bayer (regarding performance or non-performance of the Bayer Technologies) and to the seller of any Seed (regarding performance or non-performance of the Seed) within sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. The notice will be timely only if it is delivered 15 days or less after Grower first observes the issue(s) regarding performance or non-performance of the Bayer Technologies and/or the Seed. The notice shall include a statement setting forth the nature of the claim, name of the Bayer Technologies, and Seed hybrid or variety. Grower must deliver the notice to Bayer CropScience Inc., Attn: Trait Operations, #130, 160 Quarry Park Blvd. SE, Calgary, AB T2C 3G3.
- b. Limited Warranty and Disclaimer of Warranties:** Bayer warrants the Bayer Technologies licensed hereunder only to the extent specifically set forth on the Seed bag, label and/or tag and warrants that the Bayer Technologies will perform only as specifically set forth in the TUG when used in accordance with directions. This warranty applies only to Bayer Technologies contained in Seed that has been purchased from Bayer or from Seed companies licensed by Bayer or the Seed company's authorized dealers and distributors (collectively "Sellers"). EXCEPT FOR THE EXCLUSIVE WARRANTY SET FORTH ABOVE, BAYER DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING, BUT NOT LIMITED TO: (A) THE IMPLIED WARRANTY OF MERCHANTABILITY; (B) THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) THE IMPLIED WARRANTY AGAINST INFRINGEMENT. FOR SEED CONTAINING BAYER TECHNOLOGIES, THIS WARRANTY IS VOID IF THE SEED PURCHASER: (A) APPLIES OR AUTHORIZES A THIRD PARTY TO APPLY ANY SEED ENHANCEMENT, SEED TREATMENT, OR SEED COATING (WHETHER CHEMICAL OR BIOLOGICAL) TO SEED THAT BAYER HAS NOT RECOMMENDED OR APPROVED; (B) ALLOWS A THIRD PARTY WHO BAYER HAS NOT AUTHORIZED TO APPLY ANY SEED ENHANCEMENT, SEED TREATMENT, OR SEED COATING (WHETHER CHEMICAL OR BIOLOGICAL) TO THE SEED, WHETHER OR NOT BAYER HAS RECOMMENDED OR APPROVED THE SEED ENHANCEMENT, SEED TREATMENT, OR SEED COATING; OR (C) REPACKAGES OR ALLOWS A THIRD PARTY THAT BAYER HAS NOT AUTHORIZED TO REPACKAGE THE SEED.
- c. Grower's Exclusive Limited Remedy:** BAYER AND/OR ANY SELLER'S TOTAL LIABILITY AND GROWER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES, INJURIES, AND/OR DAMAGES ARISING OUT OF THE PURCHASE OR USE OF SEED CONTAINING BAYER TECHNOLOGIES, OR OTHERWISE ARISING OUT OF BREACH BY BAYER AND/OR SELLER OF THE EXCLUSIVE WARRANTY SET FORTH ABOVE, HOWEVER SUCH LIABILITY MAY ARISE, WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER THEORY OF RECOVERY OR REMEDY, SHALL BE, AT THE ELECTION OF BAYER AND/OR SELLER, THE PURCHASE PRICE PAID BY GROWER FOR THE SEED (AS SET FORTH IN THE APPLICABLE INVOICE) OR REPLACEMENT OF THE SEED. BAYER AND/OR SELLER SHALL NOT BE LIABLE TO PURCHASER AND/OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, RELIANCE, REMOTE, EXEMPLARY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES. GROWER AGREES THAT IF THE PURCHASE PRICE PAID BY GROWER FOR THE SEED OR REPLACEMENT SEED IS PROVIDED IN FULL, THE REMEDY AND ESSENTIAL PURPOSE OF THIS SUBSECTION WILL BE SATISFIED.
- d. Forum Selection:** ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SEED OR THE BAYER TECHNOLOGIES SHALL EXCLUSIVELY BE BROUGHT IN THE COURT OF KING'S BENCH OF ALBERTA OR THE FEDERAL COURT OF CANADA, AS APPLICABLE. 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.

Thank you for choosing our advanced technologies. We look forward to working with you in the future. If you have any questions regarding **Bayer Technologies or this Agreement**, please call 1-888-283-6847.

**Product Marketing and Stewardship Requirements for Performance Series® Sweet Corn:** This product has been approved for import into key export markets with functioning regulatory systems. Any crop or material produced from this product can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted. It is the growers' responsibility to talk to their product handler or purchaser to confirm their buying position for this product so that the marketing requirements can be met. Herbicide Information for Performance Series® sweet corn: Roundup® brand glyphosate-only agricultural herbicides are approved for use on Performance Series® sweet corn (containing Roundup Ready® 2 Technology) in Canada. If the directions for use on sweet corn with Roundup Ready® 2 Technology (which includes Performance Series® sweet corn) are not listed in the product label that is attached to the product you purchased, contact your Bayer representative. **Performance Series® Sweet Corn Insect Resistance Management (IRM) – Post-Harvest Requirements:** Crop destruction must occur no later than 30 days following harvest, but preferably within 14 days. The allowed crop destruction methods are: rotary mowing, discing, or plowing down. Crop destruction methods should destroy any surviving resistant insects.

**Bayer is a member of Excellence Through Stewardship® (ETS).** Bayer products are commercialized in accordance with ETS Product Launch Stewardship Guidance, and in compliance with Bayer's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. These products have been approved for import into key export markets with functioning regulatory systems. Any crop or material produced from these products can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted. Growers should talk to their grain handler or product purchaser to confirm their buying position for these products. Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship.

**ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS.** It is a violation of federal law to use any pesticide product other than in accordance with its labeling. NOT ALL formulations of dicamba or glyphosate are approved for in-crop use with products with Roundup Ready 2 Xtend® soybeans. NOT ALL formulations of dicamba, glyphosate or glufosinate are approved for in-crop use with products with XtendFlex® Technology. ONLY USE FORMULATIONS THAT ARE SPECIFICALLY LABELED AND APPROVED FOR SUCH USES. Contact the Pest Management Regulatory Agency with any questions about the approval status of dicamba herbicide products for in-crop use with Roundup Ready 2 Xtend® soybeans or products with XtendFlex® Technology.

**Roundup Ready® Technology** contains genes that confer tolerance to glyphosate. **Roundup Ready® 2 Technology** contains genes that confer tolerance to glyphosate. **XtendFlex® Technology** contains genes that confer tolerance to glyphosate, glufosinate and dicamba. **LibertyLink® Technology** contains genes that confer tolerance to glufosinate. **Roundup Ready 2 Xtend® soybeans** contain genes that confer tolerance to glyphosate and dicamba. **Glyphosate** will kill crops that are not tolerant to glyphosate. **Dicamba** will kill crops that are not tolerant to dicamba. **Glufosinate** will kill crops that are not tolerant to glufosinate. Contact your Bayer retailer, refer to the Bayer Technology Use Guide, or call the technical support line at 1-888-283-6847 for recommended Roundup Ready® Xtend Crop System weed control programs.

Insect control technology provided by **Vip3A** is utilized under license from Syngenta Crop Protection AG. Bayer, Bayer Cross, DEKALB®, Performance Series®, RIB Complete®, Roundup Ready 2 Xtend®, Roundup Ready 2 Yield®, Roundup Ready®, Roundup®, SmartStax®, Trecepta®, TruFlex™, VT Double PRO® and XtendFlex® are trademarks of Bayer Group. Used under license. LibertyLink and the Water Droplet Design are trademarks of BASF. Used under license. LibertyLink® is a registered trademark of BASF. Used under license. Agrisure Viptera® is a registered trademark of a Syngenta group company. Used under license. Herculex® is a registered trademark of Dow AgroSciences LLC. Used under license. Bayer CropScience Inc. is a member of CropLife Canada. ©2022 Bayer Group. All rights reserved.

# 2023 ALFALFA RIDER

## TERMS AND CONDITIONS

The following terms and conditions of the Alfalfa Rider (the "Rider") supplement the Technology Stewardship Agreement (the "TSA" or the "Agreement"), are enforceable under that Agreement as well as independently and separately enforceable from the Agreement, and are applicable to Grower's purchase or use of HarvXtra® Alfalfa with Roundup Ready® Technology. This Rider is entered into between Grower and Forage Genetics International, LLC ("FGI") and consists of the terms and conditions set forth below. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

This Rider grants Grower a limited license to use the following technologies in accordance with the terms of this Rider: HarvXtra® Alfalfa with Roundup Ready® Technology, and Plant Breeders Rights protections owned or exclusively licensed to FGI and any future Seed technologies developed, licensed or owned by FGI that are made available to Grower ("FGI Technologies"), with Bayer CropScience Inc. authorized to act on FGI's behalf. Seed containing FGI Technologies are collectively referred to herein as ("Alfalfa Seed"). The licensed Canadian patents for FGI Technologies can be found at the following web page: <https://cs.bayerpatents.bayer.com> and/or on the product label.

This Rider also contains Grower's stewardship responsibilities and requirements associated with the use of Alfalfa Seed and FGI Technologies.

### 1. GROWER AGREES:

- a. To acquire Alfalfa Seed only from authorized Seed companies in Canada with technology license(s) from FGI for the applicable FGI Technologies or from a licensed company's dealer authorized to sell such licensed Alfalfa Seed in Canada.
- b. To obtain and read before planting and strictly follow the applicable requirements of the Technology Use Guide (also the "TUG") and Seed bag tag, as each may be amended from time to time, which TUG and Seed bag tag are incorporated into and are a part of this Rider and to cooperate and comply with these requirements which FGI or Bayer communicates or makes available to Grower. Further, Grower acknowledges that compliance with the foregoing stewardship requirements is a fundamental term of this Rider, and Grower may lose Grower's limited-use license to use Alfalfa Seed and FGI Technologies if Grower fails to follow this Rider. FGI further advises Grower to follow the recommendations provided in the TUG and Seed bag tag. Grower may obtain additional copies of the TUG by contacting Bayer at 1-888-283-6847 or by going to [tug.bayer.com](http://tug.bayer.com).
- c. To pay all applicable royalties and technology fees for the use of the FGI Technologies and applicable fees due FGI that are part of, associated with the Alfalfa Seed purchase price or that are invoiced for the Alfalfa Seed. If Grower fails to pay FGI or any wholly owned FGI subsidiaries, for costs of Alfalfa Seed, FGI Technologies, and/or royalties, Grower agrees to pay FGI default late fees at the rate of 18% per annum (or the maximum allowed by law, whichever is less) plus reasonable legal fees and disbursements, and all other costs of collection incurred by FGI or any of its subsidiaries. FGI and any FGI affiliates have the right of set off against any and all amounts that may be due the Grower from FGI or any FGI affiliates.
- d. To use Alfalfa Seed solely for a commercial crop in Canada as provided below. Grower may use a single planting of HarvXtra® Alfalfa with Roundup Ready® Technology for multiple cuttings.
- e. Only to plant HarvXtra® Alfalfa with Roundup Ready® Technology in the following provinces: Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland (the "Eastern Provinces").
- f. That all crops or hay products produced from plantings of HarvXtra® Alfalfa with Roundup Ready® Technology in the Eastern Provinces can only be used in the United States or Canada.
- g. Not to transfer any Seed to any other person or entity for planting, and not to export any Alfalfa Seed.
- h. Not to save or clean any crop produced from Alfalfa Seed for planting, and not to supply Seed produced from Alfalfa Seed to anyone for planting.
- i. Not to plant and/or clean Alfalfa Seed for Seed.
- j. Not to plant any Alfalfa Seed, or any Seed produced from Alfalfa Seed, for crop breeding, research, or generation of herbicide or other registration data. Grower may not conduct research on Grower's crop produced from Alfalfa Seed without FGI's prior written consent, except to make agronomic comparisons and conduct yield testing solely for Grower's own use. FGI may make available separate license agreements to academic institutions for research.
- k. To use on crops containing FGI Technologies only pesticides labeled for such a use and follow current label directions. FGI DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES, INCLUDING BUT NOT LIMITED TO THOSE THAT ARE LABELED FOR USE IN CROPS CONTAINING FGI TECHNOLOGIES. FGI SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN CROP(S) CONTAINING FGI TECHNOLOGIES. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES, OR THE IMPACT TO FGI TECHNOLOGIES FROM THE USE OF SUCH PRODUCTS, SHOULD BE DIRECTED TO THOSE COMPANIES.
- l. To accept and continue the obligations of this Rider on any new land purchased or leased by Grower that has Alfalfa Seed planted on it by a previous owner or possessor of the land; and to timely notify in writing purchasers or lessees of land owned by Grower that has Alfalfa Seed planted on it that the FGI Technology is subject to this Rider and they must have or obtain their own Technology Stewardship Agreement and Rider.
- m. To keep and provide FGI, Bayer and their representatives following FGI and/or Bayer's actual (or attempted) oral communication, and no later than seven (7) days after the date of its written or electronic request:
  1. copies of all records, receipts, or other documents in any form or medium or other information that could be relevant to Grower's performance of this Agreement and Rider, including but not limited to, a list of all locations planted by or on behalf of Grower, crop insurance records, disaster assistance applications, all records of Agriculture and Agri-Food Canada or any other government agency or organization administering the AgriStability, AgriInsurance, AgriInvest, or AgriRecovery programs or similar programs whether federally or provincially, and grower/dealer/retailer/applicator records for Seed and chemical purchases and applications; and
  2. the identity of, and access to, land farmed by or at the direction of Grower (including refuge areas) and bins, wagons, or Seed storage containers and other equipment used or under the control or direction of Grower, for purposes of examining and taking samples of crops, crop residue or Seeds located therein.
- n. To promptly notify FGI or Bayer should any Grower Information provided herein change.
- o. To direct any crops or hay products produced from HarvXtra® Alfalfa with Roundup Ready® Technology Seed or crops only to United States or Canada domestic use, except where FGI expressly grants permission in writing. Grower further agrees that it will only sell or convey such crops or hay products to persons or entities that agree they will not ship such crops or hay products outside the United States or Canada, except where FGI expressly grants permission in writing.
- p. Grower acknowledges that any crop or hay product produced from Alfalfa Seed can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted, and Grower purchases the Alfalfa Seed with that knowledge.



- q. Until FGI expressly grants permission in writing (which will be withheld pending necessary import approvals), not to export, or to sell or convey to any person or entity that intends to export, HarvXtra® Alfalfa with Roundup Ready® Technology Seed or crops or hay products produced from such Seed to export countries where all necessary regulatory approvals have not been granted.
- r. HarvXtra® Alfalfa with Roundup Ready® Technology Seed may not be planted for the production of sprouts.

## NOTICE REGARDING GROWER INFORMATION

- Please review our privacy policy at <https://www.cropscience.bayer.ca/en/Privacy-Statement> (the "Privacy Policy") for more information about how Bayer handles your personal information. If you have any questions or concerns relating to Bayer's privacy practices, please contact Bayer's Privacy Officer by email at [AskUs@cropscience.bayer.ca](mailto:AskUs@cropscience.bayer.ca).
- For more information about how FGI handles your personal information or if you have other questions or concerns relating to FGI's privacy practices, please contact FGI's Privacy Officer by email at [info@foragegenetics.com](mailto:info@foragegenetics.com) or by telephone at 1-855-227-8917.
- By providing the personal information in the Agreement and by using the FGI Technologies contemplated in this Alfalfa Rider you are consenting to the collection, use and disclosure of your personal information by Bayer, its affiliates, agents, and representatives; and by FGI, its agents, representatives and licensees (including your contact information, information about your farming practices and information about the specific nature and quantity of alfalfa that you farm using FGI Technologies) via electronic communication or otherwise, for the purposes of administering and enforcing this Alfalfa Rider, and to assist Bayer, FGI and affiliates in establishing and maintaining a business relationship with you including to better understand your needs and preferences, to develop and produce new products and services, and to assist Bayer, FGI and affiliates in developing its business and operations.

## 2. GROWER RECEIVES FROM FGI:

- a. A limited-use license to purchase and to plant Alfalfa Seed pursuant to the terms of this Rider in Canada, and to apply labeled glyphosate herbicides over the top of crops as applicable, unless otherwise restricted by law. FGI (or the respective licensor) retains ownership of the FGI Technologies owned by it, including the gene technologies and varieties. These licenses do not authorize Grower to plant Alfalfa Seed in Canada that has been purchased in another country or plant Alfalfa Seed in another country that has been purchased in Canada.
- b. A limited-use license under applicable Canadian patents, to use FGI Technologies subject to the conditions listed in this Rider.

## 3. GENERAL TERMS:

- a. **Term:** This Rider will remain in effect until either Grower or FGI chooses to terminate the Rider, as provided below.
- b. **Modification:** FGI or Bayer may unilaterally revise the terms and conditions of this Rider, including the Agreement and TUG incorporated herein, from time to time. FGI or Bayer will notify Grower of any amended terms, including information regarding new and existing FGI Technologies and any additions or deletions to the Canadian patents licensed under this Rider by mail, electronic mail, text messages or other means. If Grower has provided FGI or Bayer an email address or cell phone number in conjunction with the Agreement or this Rider, FGI or Bayer may send Rider amendments and new stewardship information to Grower by email, text message or mail. Grower's continued use of FGI Technologies after notification of any amended terms constitutes Grower's agreement to be bound by the amended terms of this Rider.
- c. **Transferability:** Grower may not transfer its rights or obligations to anyone else without the written consent of FGI. If Grower's rights or obligations are transferred with FGI's consent or by operation of law, this Rider is binding on the person or entity receiving the transferred rights or obligations.
- d. **Binding Effect:** If any provision of this Rider is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- e. **Termination:** Grower may terminate this Rider effective immediately by delivering written notice to FGI. Grower must deliver the notice of termination to Bayer CropScience Inc., Attn: Trait Operations, #130, 160 Quarry Park Blvd. SE, Calgary, AB T2C 3G3. FGI may terminate this Rider for any reason, in whole or in part, by delivering written notice to Grower. Upon termination, whether by Grower, Bayer, or FGI, Grower's responsibilities and the other terms herein shall survive (such as but not limited to Grower's obligation to use Alfalfa Seed for a single commercial crop) as to Alfalfa Seed previously purchased or used by Grower. If Grower breaches the terms of this Rider, FGI may terminate effective immediately Grower's rights under this Rider. Grower will not be entitled to obtain a future limited-use license from FGI unless FGI provides Grower with specific written notice expressly recognizing the breach and termination of this Rider and granting a new limited-use license. Grower expressly acknowledges that Grower's submission of a new Technology Stewardship Agreement or Rider and FGI's or Bayer's issuance of a new license number shall not satisfy the specific written notice reference above and that any such action shall have no legal effect. If Grower is found by any court to have breached any term of this Rider and/or to have infringed one or more of the Canadian patents or PBRs covering FGI Technologies, Grower agrees that, among other things, FGI and Bayer, as appropriate, shall be entitled to interim, interlocutory, and permanent injunctions enjoining Grower and any individual and/or entity acting on Grower's behalf or in concert therewith from making, using, selling, or offering Alfalfa Seed for sale. Additionally, Grower agrees that any finding of patent infringement by Grower shall entitle Bayer and FGI, as appropriate, to patent infringement damages or an accounting of profits to the full extent authorized by the Patent Act, R.S.C., 1985, c. P-4. Grower will also be liable for all breach of contract damages.
- f. **Legal Fees and Disbursements: If Grower is found by any court to have infringed one or more of the Canadian patents or PBRs covering FGI Technologies or otherwise to have breached any term of this Rider, Grower agrees to pay FGI and Bayer, as appropriate their legal fees and disbursements related to the case plus any other expenses incurred in the investigation of the breach and/or infringement.**
- g. **Governing Law and Forum:** This Rider and the parties' relationship shall be governed by the laws of the Province of Alberta and Canada (without regard to the choice of law rules). ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY WITH THIS RIDER, AGREEMENT, FGI, THE ALFALFA SEED AND/OR THE USE OF THE SEED OR THE FGI TECHNOLOGIES SHALL EXCLUSIVELY BE BROUGHT IN THE COURT OF KING'S BENCH OF ALBERTA OR THE FEDERAL COURT OF CANADA, AS APPLICABLE. THE PARTIES WAIVE AND AGREE NOT TO RAISE ANY OBJECTION THAT EITHER MIGHT NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT.
- h. **Waiver:** The failure of FGI or Bayer or any owners of patents or PBRs to exercise one or more of its rights under this Agreement on one or more occasions shall not be deemed a waiver on the part of FGI or Bayer or such patent owner to exercise such right(s) on any subsequent occasion.

**i. Entire Agreement:** This Agreement and Rider, along with provisions in the TUG and/or on bag tags, which are incorporated herein, encompass the entire agreement of the parties, and supersede all previous understandings and agreements between the parties, whether oral or written. Grower hereby acknowledges and represents that Grower has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement and Rider, made by or on behalf of any other party or any other person or entity whatsoever, prior to Grower's signing of this Agreement and Rider or purchasing Alfalfa Seed pursuant to the license granted hereunder. Grower also agrees that such provisions (the terms, warranties, and disclaimers and limitations as to warranties, damages, and remedies) are terms and conditions of sale and cannot be modified or amended at any time except in writing signed by FGI.

#### **4. GROWER CLAIMS AND REMEDIES:**

**a. Notice requirement:** As a condition precedent to Grower or any other person with an interest in Grower's crop asserting any claim, action, or dispute against FGI and/or any seller of Alfalfa Seed regarding performance or non-performance of FGI Technologies or Alfalfa Seed, Grower must provide a written, prompt, and timely notice to FGI (regarding performance or non-performance of the FGI Technologies) and to the seller of any Alfalfa Seed (regarding performance or non-performance of the Alfalfa Seed) within sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. The notice will be timely only if it is delivered 15 days or less after Grower first observes the issue(s) regarding performance or non-performance of the FGI Technology and/or the Alfalfa Seed. The notice shall include a statement setting forth the nature of the claim, name of the FGI Technology, and Alfalfa Seed hybrid or variety. Grower must deliver the notice to Bayer CropScience Inc., Attn: Trait Operations, #130, 160 Quarry Park Blvd. SE, Calgary, AB T2C 3G3.

**b. Limited Warranty and Disclaimer of Warranties:** FGI warrants the FGI Technology licensed hereunder only to the extent specifically set forth on the Seed bag and/or tag and warrants that the FGI Technologies licensed hereunder will perform as specifically set forth in the TUG when used in accordance with directions. This warranty applies only to HarvXtra® Alfalfa with Roundup Ready® Technology contained in planting Alfalfa Seed that has been purchased from FGI and Seed companies licensed by FGI or the Seed company's authorized dealers or distributors. EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, FGI MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY PATENTS. THIS WARRANTY IS VOID IF THE SEED IS REPACKAGED BY ANY PARTY OTHER THAN FGI OR PARTIES AUTHORIZED BY FGI.

**c. Grower's Exclusive Limited Remedy:** THE EXCLUSIVE REMEDY OF GROWER AND THE LIMIT OF THE LIABILITY OF FGI OR ANY SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES RESULTING FROM THE USE OR HANDLING OF ALFALFA SEED (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, TORT, OR OTHERWISE) SHALL BE THE PRICE PAID BY GROWER FOR THE QUANTITY OF THE ALFALFA SEED INVOLVED OR, AT THE ELECTION OF FGI OR THE SEED SELLER, THE REPLACEMENT OF THE ALFALFA SEED. IN NO EVENT SHALL FGI OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES.

Thank you for choosing our advanced technologies. We look forward to working with you in the future. If you have any questions regarding the **FGI Technologies or this Rider**, please call **1-888-283-6847**.

**ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS.** Roundup Ready® crops contain genes that confer tolerance to glyphosate. Glyphosate herbicides will kill crops that are not tolerant to glyphosate.

Roundup Ready® is a registered trademark of Bayer Group. HarvXtra® is a registered trademark of Forage Genetics International, LLC. All other trademarks are the property of their respective owners. ©2022 Bayer Group.



# 2023 SUGARBEET RIDER

## TERMS AND CONDITIONS

The following terms and conditions of the Sugarbeet Rider (the "Rider") supplement the Technology Stewardship Agreement (the "TSA" or the "Agreement"), are enforceable under that Agreement as well as independently and separately enforceable from the Agreement, and are applicable to Grower's purchase or use of Roundup Ready® Sugarbeets. This Rider is entered into between Grower and KWS SAAT SE & Co. KGaA ("KWS") and consists of the terms and conditions set forth below. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

This Rider grants Grower a limited license to use, in accordance with the terms of this Rider, Roundup Ready® Sugarbeets and any future Seed technologies developed, licensed or owned by KWS ("KWS Technologies"), with respect to which KWS has authorized Bayer CropScience Inc. to act on KWS's behalf in accordance with the parties' commercial services agreement and that are made available to Grower. Seed containing KWS Technologies is referred to herein as ("Sugarbeet Seed"). The licensed Canadian patents for KWS Technologies can be found at the following web page: <https://cs.bayerpatents.bayer.com> and/or on the product label.

This Rider also contains Grower's stewardship responsibilities and requirements associated with the use of Sugarbeet Seed and KWS Technologies.

### 1. GROWER AGREES:

- a. To acquire Sugarbeet Seed only from authorized Seed companies in Canada with technology license(s) from KWS for the applicable KWS Technologies or from a licensed company's representative authorized to sell such licensed Sugarbeet Seed in Canada.
- b. To obtain and read before planting and strictly follow the applicable requirements of the Technology Use Guide (also the "TUG") and Seed package label, as each may be amended from time to time, which TUG and Seed package label are incorporated into and are a part of this Rider; and to cooperate and comply with these and any additional stewardship programs KWS or Bayer communicates or makes available to Grower. Further, Grower acknowledges that compliance with the foregoing stewardship requirements is a fundamental term of this Rider, and Grower may lose Grower's limited-use license to use Sugarbeet Seed and KWS Technologies if Grower fails to follow the stewardship guidelines required by this Rider. KWS further advises Grower to follow the recommendations provided in the TUG and Seed package label. Grower may obtain additional copies of the TUG by contacting Bayer at 1-888-283-6847 or by going to [tug.bayer.com](http://tug.bayer.com).
- c. To use Sugarbeet Seed solely for a commercial crop in Canada as provided below. Grower may use a single planting of Roundup Ready® Sugarbeets to be processed for sugar, for energy production, or for animal feed.
- d. Not to transfer any Sugarbeet Seed to any other person or entity for planting, and not to export any Sugarbeet Seed.
- e. Not to plant any Sugarbeet Seed, or any Seed produced from Sugarbeet Seed, for crop breeding, research, molecular analysis, generation of herbicide, or other registration data. Grower may not conduct research on Grower's crop produced from Sugarbeet Seed without KWS's prior written consent, except to make agronomic comparisons and conduct yield testing solely for Grower's own use.
- f. To use on crops containing KWS Technologies only pesticides labeled for such use and follow current label directions. KWS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES, INCLUDING BUT NOT LIMITED TO THOSE THAT ARE LABELED FOR USE IN CROPS CONTAINING KWS TECHNOLOGIES. KWS SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN CROP(S) CONTAINING KWS TECHNOLOGIES. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES, OR THE IMPACT TO KWS TECHNOLOGIES FROM THE USE OF SUCH PRODUCTS, SHOULD BE DIRECTED TO THOSE COMPANIES.
- g. To keep and provide KWS and its representatives following KWS's actual (or attempted) oral communication, and no later than seven (7) days after the date of its written or electronic request:
  1. copies of all records, receipts, or other documents in any form or medium or other information that could be relevant to Grower's performance of this Rider, including but not limited to, a list of all locations planted by or on behalf of Grower, crop insurance records, disaster assistance applications, all records of Agriculture and Agri-Food Canada or any other government agency or organization administering the AgriStability, AgriInsurance, AgriInvest, or AgriRecovery programs or similar programs whether federally or provincially, and grower/dealer/retailer/applicator records for Seed and chemical purchases and applications; and
  2. the identity of, and access to, land farmed by or at the direction of Grower (including refuge areas) and bins, wagons, or Seed storage containers or other equipment used or under the control or direction of Grower, for purposes of examining and taking samples of crops, crop residue or Seeds located therein.
- h. To promptly notify KWS and Bayer should any Grower Information provided herein change.

### 2. GROWER RECEIVES FROM KWS:

- a. A limited-use license under applicable Canadian patents and/or other technology/product rights, to use Sugarbeet Seed pursuant to the terms of this Rider in Canada, except in any province where the products do not have all the necessary approvals and to apply labeled glyphosate herbicides over the top of crops as applicable, unless otherwise restricted by law. KWS (or the respective licensor) retains ownership of the KWS Technologies owned by it, including the gene technologies. These licenses do not authorize Grower to plant Sugarbeet Seed in Canada that has been purchased in another country or plant Sugarbeet Seed in another country that has been purchased in Canada.
- b. A limited-use license under applicable Canadian patents, to use KWS Technologies subject to the conditions listed in this Rider.

### 3. GENERAL TERMS:

- a. **Term:** This Rider will remain in effect until either Grower or KWS chooses to terminate the Rider, as provided below.
- b. **Modification:** KWS may unilaterally revise the terms and conditions of this Rider, including the Agreement and TUG incorporated herein, from time to time. KWS or Bayer will notify Grower of any amended terms by mail, electronic mail, text messages or other means. If Grower has provided KWS or Bayer an email address or cell phone number in conjunction with the Agreement or this Rider, KWS or Bayer may send Rider amendments and new stewardship information to Grower by email, text message or mail. Grower's continued use of KWS Technologies after notification of any amended terms constitutes Grower's agreement to be bound by the amended terms of this Rider.
- c. **Transferability:** Grower may not transfer its rights or obligations to anyone else without the written consent of KWS. If Grower's rights or obligations are transferred with KWS's consent or by operation of law, this Rider is binding on the person or entity receiving the transferred rights or obligations.
- d. **Binding Effect:** If any provision of this Rider is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

- e. Termination:** Grower may terminate this Rider effective immediately by delivering written notice to KWS. Grower must deliver the notice of termination to Bayer CropScience Inc., Attn: Trait Operations, #130, 160 Quarry Park Blvd. SE, Calgary, AB T2C 3G3. KWS may terminate this Rider for any reason, in whole or in part, by delivering written notice to Grower. Upon termination, whether by Grower, Bayer, or KWS, Grower's responsibilities and the other terms herein shall survive (such as but not limited to Grower's obligation to use Sugarbeet Seed for a single commercial crop) as to Sugarbeet Seed previously purchased or used by Grower. If Grower breaches the terms of this Rider, KWS may terminate effective immediately Grower's rights under this Rider. Grower will not be entitled to obtain a future limited-use license from KWS unless KWS provides Grower with specific written notice expressly recognizing the breach and termination of this Rider and granting a new limited-use license. Grower expressly acknowledges that Grower's submission of a new Technology Stewardship Agreement or Rider and KWS's issuance of a new license number shall not satisfy the specific written notice reference above and that any such action shall have no legal effect. If Grower is found by any court to have breached any term of this Rider and/or to have infringed one or more of the Canadian patents covering KWS Technologies, Grower agrees that, among other things, KWS shall be entitled to interim, interlocutory, and permanent injunctions enjoining Grower and any individual and/or entity acting on Grower's behalf or in concert therewith from making, using, selling, or offering Sugarbeet Seed for sale. Additionally, Grower agrees that any finding of patent infringement by Grower shall entitle Bayer and KWS, as appropriate, to patent infringement damages or an accounting of profits to the full extent authorized by the Patent Act, R.S.C., 1985, c. P-4. Grower will also be liable for all breach of contract damages.
- f. Legal Fees and Disbursements: If Grower is found by any court to have infringed one or more of the Canadian patents covering KWS Technologies or otherwise to have breached any term of this Rider, Grower agrees to pay KWS as appropriate, their legal fees and disbursements related to the case plus any other expenses incurred in the investigation of the breach and/or infringement.**
- g. Governing Law and Forum:** This Rider and the parties' relationship shall be governed by the laws of the Province of Alberta and Canada (without regard to the choice of law rules). ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY WITH THIS RIDER, AGREEMENT, KWS TECHNOLOGIES, THE SUGARBEET SEED AND/OR THE USE OF THE SEED OR THE KWS TECHNOLOGIES SHALL EXCLUSIVELY BE BROUGHT IN THE COURT OF KING'S BENCH OF ALBERTA OR THE FEDERAL COURT OF CANADA, AS APPLICABLE. THE PARTIES WAIVE AND AGREE NOT TO RAISE ANY OBJECTION THAT EITHER MIGHT NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT.
- h. Waiver:** The failure of KWS or any owners of patents to exercise one or more of its rights under this Rider on one or more occasions shall not be deemed a waiver on the part of KWS or such patent owner to exercise such right(s) on any subsequent occasion.
- i. Entire Agreement:** This Agreement and Rider, along with provisions in the TUG and/or on package labels, if applicable, which are incorporated herein, encompass the entire agreement of the parties, and supersede all previous understandings and agreements between the parties, whether oral or written. Grower hereby acknowledges and represents that Grower has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement and Rider, made by or on behalf of any other party or any other person or entity whatsoever, prior to Grower's signing of this Agreement and Rider or purchasing Sugarbeet Seed pursuant to the license granted hereunder. Grower also agrees that such provisions (the terms, warranties, and disclaimers and limitations as to warranties, damages, and remedies) are terms and conditions of sale and cannot be modified or amended at any time except in writing signed by KWS or Bayer.

#### **4. GROWER CLAIMS AND REMEDIES:**

- a. Notice requirement:** As a condition precedent to Grower or any other person with an interest in Grower's crop asserting any claim, action, or dispute against KWS and/or any seller of Sugarbeet Seed regarding performance or non-performance of KWS Technologies or Sugarbeet Seed, Grower must provide a written, prompt, and timely notice to KWS (regarding performance or non-performance of the KWS Technologies) and to the seller of any Sugarbeet Seed (regarding performance or non-performance of the Sugarbeet Seed) within sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. The notice will be timely only if it is delivered 15 days or less after Grower first observes the issue(s) regarding performance or non-performance of the KWS Technologies and/or the Sugarbeet Seed. The notice shall include a statement setting forth the nature of the claim, name of the KWS Technologies, and Sugarbeet Seed product. Grower must deliver the notice to Bayer CropScience Inc., Attn: Trait Operations, #130, 160 Quarry Park Blvd. SE, Calgary, AB T2C 3G3.
- b. Limited Warranty and Disclaimer of Warranties:** KWS warrants the KWS Technologies licensed hereunder only to the extent specifically set forth on the Seed container and/or package label and warrants that the KWS Technologies licensed hereunder will perform only as specifically set forth in the TUG when used in accordance with directions. This warranty applies only to Roundup Ready® Sugarbeets contained in planting Sugarbeet Seed that has been purchased from KWS and Seed companies licensed by KWS or the Seed company's authorized dealers or distributors. EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, KWS MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY PATENTS. THIS WARRANTY IS VOID IF THE SEED IS REPACKAGED BY ANY PARTY OTHER THAN KWS.
- c. Grower's Exclusive Limited Remedy:** THE EXCLUSIVE REMEDY OF GROWER AND THE LIMIT OF THE LIABILITY OF KWS OR ANY SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES RESULTING FROM THE USE OR HANDLING OF SUGARBEET SEED (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, TORT, OR OTHERWISE) SHALL BE THE PRICE PAID BY GROWER FOR THE QUANTITY OF THE SUGARBEET SEED INVOLVED OR, AT THE ELECTION OF KWS OR THE SEED SELLER, THE REPLACEMENT OF THE SUGARBEET SEED. IN NO EVENT SHALL KWS OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES.

Thank you for choosing our advanced technologies. We look forward to working with you in the future. If you have any questions regarding the **KWS Technologies or this Rider**, please call 1-888-283-6847.

**ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS.** Roundup Ready® crops contain genes that confer tolerance to glyphosate. Glyphosate herbicides will kill crops that are not tolerant to glyphosate. Roundup Ready® is a registered trademark of Bayer Group. All other trademarks are the property of their respective owners. ©2022 Bayer Group.