



TECHNOLOGY STEWARDSHIP AGREEMENT (Limited Use License)

Please email this signed Technology Stewardship Agreement to: agreements@agdata.com
FOR FASTER AGREEMENT APPROVAL, COMPLETE THE FORM ELECTRONICALLY AT [AGCELERATE.COM](https://www.agcelerate.com).

GROWER INFORMATION

Please complete this section by filling out the information below (“Grower Information”). By entering into this Technology Stewardship Agreement, (“TSA” or “Agreement”) you represent that you are the operator/grower for all fields that will grow plants from Seed (as defined below). You represent that you have full authority to and do hereby bind to this Agreement yourself and all entities for which you obtain Seed (“Grower”), and that Bayer CropScience LLC (“Bayer”), Bayer CropScience LP, Monsanto Company, or a court has not barred you, any entities for which you obtain Seed or any individuals associated with any of those 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, or its permitted designee, issues Grower a license number, and applies to all future purchases and use of Seed and Bayer Technologies (as defined herein) by Grower until updated by Bayer pursuant to Section 3(b). Bayer does not allow Authorized Seed Sellers (as defined below) to issue a license of any kind for Bayer Technologies.

Grower’s Full Legal Name (First/Middle/Last)	Dr.	Mr.	Mrs.	Ms.	Suffix (Sr, Jr, II, III)	Farm Business Name		
Grower’s Mailing Address						Farm Physical Address		
Grower’s City	State			Zip		Farm City	State	Zip
Office Phone (include area code)	Last Four of Social Security #			Role: Operator Owner/Operator Farm Manager Other				
Cell Phone (include area code)	Email							

If the above Grower Information changes, Grower agrees to promptly update this information via [AgCelerate.com](https://www.agcelerate.com) or by calling 1-866-992-2937, option 4.

AUTHORIZED SEED SELLERS

Business Name	Area Code	Phone
City		
State		Zip
Business Name	Area Code	Phone
City		
State		Zip

This Agreement is entered into between you (Grower) and Bayer and consists of the terms in this document and any applicable riders.

This Agreement grants Grower a limited use license to patented germplasm, Plant Variety Protection (“PVP”) rights, and biological material and know-how contained in the seed technologies and products set forth below and any future seed technologies or products developed, licensed, or owned by Bayer that are made available to Grower (collectively, “Bayer Technologies”) for the sole purpose to use Seed (as defined below) for a single planting of a commercial crop in the United States, in accordance with the terms of this Agreement.

Seed containing Bayer Technologies is referred to in this Agreement as “Seed.” The names of the technologies and/or products set forth below may change.

- Canola Products**

 - Roundup Ready® branded canola products
 - TruFlex® branded canola products
 - DEKALB® LibertyLink® branded canola products*

Corn Products

 - Roundup Ready® branded corn products
 - DroughtGard® branded corn products
 - VT Double PRO® branded corn products
 - VT Triple PRO® branded corn products
 - VT4PRO™ branded corn products
- Trecepta® branded corn products

 - SmartStax® branded corn products
 - Performance Series® branded corn products
 - Preceon™ branded corn products

Cotton Products

 - Bollgard II® branded cotton products
 - Roundup Ready® branded cotton products
 - Bollgard® 3 and ThrvOn® branded cotton products
 - XtendFlex® branded cotton products
- Soybean Products**

 - Roundup Ready 2 Xtend® branded soybean products
 - Roundup Ready 2 Yield® branded soybean products
 - Vistive® branded soybean products
 - XtendFlex® branded soybean products

Wheat Products

 - WestBred® single use wheat varieties

Camelina Products

 - Newgold® Camelina

The licensed United States patents, and/or PVP certificates, and/or WestBred® single use wheat varieties for Bayer Technologies can be found at <https://cs.bayerpatents.bayer.com> and/or on the applicable Seed bag, label, and/or tag.

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 Roundup Ready® Alfalfa and HarvXtra® Alfalfa with Roundup Ready® Technology. The Sugarbeet Rider grants Grower a limited license to use Roundup Ready® Sugarbeets.

This Agreement, the Technology Use Guide (“TUG”), the applicable Seed bag, label, and/or tag, and, if applicable, the appropriate Insect Resistance Management Grower Guide (“IRM Grower Guide”) contains Grower’s stewardship responsibilities and requirements associated with the use of Seed and Bayer Technologies. **IN ADDITION, THIS AGREEMENT INCLUDES A GENERAL CLASS ACTION WAIVER AND MANDATORY BINDING ARBITRATION PROVISIONS. The general class action waiver is in Section 4(f), and the arbitration provision is in Section 4(e).**

*For certain products, Grower may need to obtain applicable third party licenses prior to purchase of such products. For example, for canola products containing the LibertyLink® trait, Grower must hold a valid and current BASF Grower Technology Agreement (“BGTA”) before Grower purchases such products.

- 1. GROWER AGREES:**
- To acquire Seed only from authorized seed companies in the United States with technology license(s) from Bayer for the applicable Bayer Technologies or from a licensed company’s dealer authorized to sell such licensed Seed in the United States (an “Authorized Seed Seller”).
 - To obtain and read before planting, and strictly follow the applicable requirements of this Agreement, the TUG, the applicable Seed bag, label, and/or tag, the labels on any pesticides used in conjunction with the Bayer Technologies, and, if applicable, the appropriate IRM Grower Guide, as each may be amended from time to time. The TUG, applicable Seed bag, label, and/or tag, and the IRM Grower Guide are incorporated into and are a part of this Agreement. Grower must implement an Insect Resistance Management (“IRM”) program, if applicable; and cooperate and comply with these and any additional IRM/Integrated Pest Management (“IPM”) programs that Bayer communicates or makes available to Grower. Grower may lose its limited use license to use the Bayer Technologies if Grower fails to comply with this Agreement, including by failing to comply with the foregoing stewardship requirements and/or any IRM program required

by this Agreement. Bayer advises Grower to follow the recommendations and best management practices provided in the TUG, IRM Grower Guide, and applicable Seed bag, label, and/or tag. Grower may obtain additional copies of the TUG, IRM Grower Guide, or IPM information by contacting Bayer at 1-866-992-2937 or by going to tug.bayer.com.

- To pay all applicable fees for the use of the Bayer Technologies and applicable fees due to Bayer that are invoiced for the Seed. If Grower fails to pay Bayer for any owed fees or costs of Seed or Bayer Technologies, 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, reasonable attorneys’ fees, court costs, and all other costs of collection including but not limited to data retention and e-discovery costs. Bayer has the right of set-off.
- Not to transfer any Seed to any other person or entity for planting, and not to export any Seed outside of the United States.
- Not to save or clean any crop produced from Seed for planting, and not to transfer Seed produced from Seed to any other person or entity for planting. Except to the extent specifically permitted by a valid Technology Stewardship Agreement, the planting or transfer of any crop or Seed produced from Seed shall constitute infringement of United States patents, PVPs, and/or breach of this Agreement.
- 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 (“Production Licensee”) and such agreement requires Grower to physically deliver to Production Licensee, sell for non-seed purposes, or use for non-seed purposes all Seed produced. The production agreement between Grower and Production Licensee must also prohibit Grower from purchasing or otherwise obtaining from Production Licensee any of the Seed produced unless, after physical delivery by Grower to Production Licensee, that Seed has been conditioned, packaged, and delivered by Production Licensee to Grower in the same manner as Seed sold by Production Licensee to growers who have not entered into a Seed production agreement.
- Not to plant any Seed or any Seed produced from Seed, and not to supply Seed produced from Seed to any other person or entity, for crop breeding, research, molecular analysis, or generation of herbicide or other registration data. Grower may not conduct research on Grower’s crops or material produced from Seed other than to make agronomic comparisons and conduct yield testing for Grower’s own use. Bayer makes separate license agreements available to academic institutions for research.
- To use on crops containing any 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 MARKETED BY COMPANIES OTHER THAN BAYER, INCLUDING BUT NOT LIMITED TO THOSE THAT ARE LABELED FOR USE IN CROP(S) 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 MARKETED BY OTHER COMPANIES, OR THE IMPACT TO BAYER TECHNOLOGIES FROM THE USE OF SUCH PRODUCTS, SHOULD BE DIRECTED TO THOSE OTHER COMPANIES.
- 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 purchasers or lessees of land owned by Grower that has Seed planted on it that the Seed and Bayer Technologies are subject to this Agreement and the purchasers or lessees must have or obtain their own Technology Stewardship Agreement to harvest, use, sell, or otherwise transfer crops or material produced from Seed.
- To keep and provide Bayer and its representatives, promptly following Bayer’s actual (or attempted) oral or written communication, and, in any event, no later than seven days after the date of any written request:
 - copies of all records, receipts, or other documents that could be relevant to Grower’s performance of this Agreement, including, but not limited to, (i) Farm Service Agency records including, without limitation, the Summary Acreage History Report, Producer Farm Data Report, Form 578 (producer print), Farm and Tract Detail Listing and corresponding aerial photographs and maps, and Risk Management Agency claim documentation, (ii) grower/dealer/retailer/appliator records for Seed, and (iii) chemical purchase records and application records and all documentation required on the chemistry product label or by government regulation; and
 - 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 used or under the control or direction of Grower, for purposes of examining and taking samples of crops, crop residue, or seeds located therein.
- To allow Bayer to obtain Grower’s internet or cell phone service provider records to validate Grower’s electronic signature, if applicable.

[The Agreement continues on the following pages]

GROWER SIGNATURE AND DATE REQUIRED

Name	Date
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Grower acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Technology Stewardship Agreement.

- l** To promptly notify Bayer if any Grower Information provided to Bayer herein changes.
- m** To direct crops or material produced from Seed only to appropriate grain handlers and/or markets, and to prevent movement to markets where such crops or material have not yet received regulatory approval for import and to notify such grain handlers that the applicable crops or material produced from Seed have not yet received that approval. Grower acknowledges that crops or material produced from 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 Seed with that knowledge.
- n** To allow Bayer to obtain Seed and/or chemical transaction data from any dealer from which Grower purchases Seed for purposes of verifying compliance with this Agreement and reporting sales of Seed in accordance with this Agreement.

2. GROWER RECEIVES:

- a** A limited use license to purchase and to plant Seed pursuant to the terms of this Agreement in the United States, comprised of the 50 states and the District of Columbia, except in any state or county where the Seed does not have all the necessary approvals or is not authorized for sale by Bayer. Grower also receives a limited use license to apply crop protection products (e.g., herbicides) that are labeled for use with Seed pursuant to the applicable product labels, unless otherwise restricted by law. Bayer (or the respective licensor) retains ownership of the Bayer Technologies owned by it, including the gene technologies and varieties. These licenses do not authorize Grower to plant Seed in the United States that has been purchased in another country or plant Seed in another country that has been purchased in the United States.
- b** A limited use license under applicable United States patents (other than the Dow AgroSciences Patent Rights, as defined below) 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 United States patents (the “Dow AgroSciences Patent Rights”) 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.
- c** A limited use license to prepare and apply on glyphosate-tolerant soybean, cotton, or canola Seed crops (or have others prepare and apply) tank mixes of, or to sequentially apply (or have others sequentially apply), glyphosate herbicides labeled for use on those crops with quizalofop, clethodim, sethoxydim, fluzafop, and/or fenoxaprop labeled for use on those crops to control volunteer corn with Roundup Ready® 2 Technology in Grower’s crops for the applicable growing season. However, neither Grower nor a third party may utilize any type of co-pack or premix of glyphosate plus one or more of the above-identified active ingredients in the preparation of a tank mix for use on glyphosate tolerant soybean, cotton, or canola crops.

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 and IRM Grower Guide, by (i) posting such amended terms at agcelerate.com and/or tug.bayer.com, and/or (ii) by notifying Grower of any amended terms by mail, text message, electronic mail, or other means. If 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. Grower accepts and agrees to be bound by the amended terms of this Agreement upon the earlier of: (1) Grower’s continued use of Bayer Technologies after receipt of any amended terms and/or the posting of amended terms at agcelerate.com and/or tug.bayer.com; or (2) 30 days after Grower’s receipt of any amended terms and/or the posting of amended terms at agcelerate.com and/or tug.bayer.com. In the event that Grower has not used Bayer Technologies after receipt of any amended terms and/or the posting of amended terms at agcelerate.com and/or tug.bayer.com, and Grower does not accept and agree to the amended terms of the Agreement, Grower may terminate the Agreement, as set forth in Section 3(e), within 30 days after Grower’s receipt of any amended terms and/or the posting of amended terms at agcelerate.com and/or tug.bayer.com. Modifications made to the Agreement pursuant to this Section 3(b) may be reflected in Seed bags, labels, and/or tags, as applicable, produced after such modifications.
- 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 upon the person or entity receiving the transferred rights or obligations.
- d Binding Effect:** If any provision of this Agreement, or portion thereof, is determined to be void or unenforceable, the remaining portions and provisions shall remain in full force and effect.
- e Termination:** Grower may terminate this Agreement, effective immediately, by providing written notice of termination to Bayer either by (i) delivering the notice of termination to DRC Data Services, Attn: AgCelerate Agreements, PO Box 221679, Charlotte, NC 28222-1679 or (ii) providing electronic written notice to NAgrowerlicensing@bayer.com. Bayer may terminate this Agreement effective immediately, in whole or in part, by delivering written notice to Grower. Upon termination, Grower’s responsibilities and the other terms herein shall survive (including, but not limited to, the terms set forth in Sections 1(c), 1(h), 1(j), 1(k), 3(f), 3(g), and 4)) 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 Technology Stewardship Agreement and Bayer’s issuance of a new license number shall not satisfy the specific written notice requirement and that any such action shall have no legal effect.

f Breach:

- 1. Injunctive Relief:** 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 United States patents or PVPs, Grower agrees that, among other things, Bayer and Dow AgroSciences, as appropriate, shall be entitled to preliminary and permanent injunctions enjoining Grower and any individual and/or entity acting in concert with or on Grower’s behalf from making, using, selling, or offering Seed for sale. Additionally, Grower agrees that any such finding of infringement by Grower shall entitle Bayer and Dow AgroSciences, as appropriate, to patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et. seq. **If Grower is found by any court to have infringed one or more of the United States patents or PVPs covering Bayer Technologies, or otherwise to have breached this Agreement, Grower agrees to pay Bayer, the licensed Bayer Technologies provider(s), and Dow AgroSciences, as appropriate, their attorneys’ fees and costs related to the case plus any other expenses incurred in the investigation of the breach and/or infringement.**
- 2. Liquidated Damages:** The parties agree that patent infringement and/or breach of contract damages are difficult to calculate, and agree that for cotton, soybean, and wheat Seed that has been saved and planted by Grower, the reasonable royalty for patent infringement and/or breach of contract damages shall be \$250 per unit of soybean Seed, \$1,000 per unit of herbicide tolerant cotton Seed, \$2,000 per unit of insect protected/herbicide tolerant cotton Seed, and \$50 per bushel of wheat Seed. The parties agree that the reasonable royalty and/or breach of contract damages may, like other terms of this license, be modified pursuant to Section 3(b), which may result in an increased reasonable royalty and/or breach of contract damages, as applicable. Patent infringement and/or breach of contract damages for other unauthorized activities (including, but not limited to, unauthorized sales and transfers of Seed as well as unauthorized activities pertaining to other crops) will be separately calculated.
- g Governing Law:** This Agreement and the parties’ relationship shall be governed by the laws of the State of Missouri and the United States (without regard to the choice of law rules).
- h Waiver:** The failure of Bayer or any owners of patents or PVPs 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 or PVP owner to exercise such right(s) on any subsequent occasion.
- i Entire Agreement:** This Agreement, along with the incorporated TUG, IRM Grower Guide, and applicable Seed bag, label, and/or tag, and any amendments pursuant to Section 3(b) encompasses the entire agreement of the parties, apply to all Seed purchased by Grower, and cannot be modified or amended at any time except (i) pursuant to Section 3(b), (ii) in writing signed by Bayer, or (iii) Bayer’s acceptance of an updated Technology Stewardship Agreement with Grower.
- j Privacy:** Bayer may collect, use, and disclose personal information, including the Grower Information provided on Page 1 and any information related to the performance of this Agreement, such as information about the use of Bayer products and services, preferences, and feedback, and any communications with Bayer, to assist Bayer in establishing and maintaining a business relationship with Grower, including, for example, to: (i) better understand Grower’s needs and preferences; (ii) enable Bayer to operate and manage its 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); and (iii) periodically send marketing materials, news/updates, and other information about certain products, services, events, and other matters that may be of interest to Grower. For more information about how Bayer handles personal information, please read Bayer’s Privacy Statement, which may be updated from time to time in accordance with its terms, at www.cropscience.bayer.us/privacy-statement.

- k Compliance With Laws:** Grower will comply with all applicable state, federal, and local laws, rules, regulations, and executive orders when performing its obligations under this Agreement.

4. GROWER CLAIMS AND REMEDIES:

- The terms and conditions set forth in this Section 4 apply as well as Section 3(g) to all Seed purchased by Grower pursuant to this Agreement, regardless of Seed brand or Authorized Seed Seller. Those Authorized Seed Sellers are third party beneficiaries to Sections 3(g) and 4 of this Agreement.
- a Notice requirement:** As a condition precedent to Grower, or any third person with an interest in Grower’s crop, receiving the limited remedy set forth in this Section 4, Grower must provide written, prompt, and timely notice to: (i) Bayer regarding the performance or non-performance of the Bayer Technologies or Seed, or (ii) the Authorized Seed Seller regarding the performance or non-performance of Seed produced by such Authorized Seed Seller or associated entities. Any and all claims brought under this Section 4 must be brought by the earlier of: (1) any date beyond which any seed treatment, seed enhancement, inoculant, or other seed-applied product sold with or applied to the Seed or identified on the Seed’s tag is not claimed to be effective; or (2) two years after the Seed’s purchase date. Within that time period, all claims must be presented to the Authorized Seed Seller or Bayer within 30 days after the condition or event giving rise to the claim is discovered or should have been discovered, or prior to the harvest of the crop, whichever comes first, so that the claim may be investigated, and the Seed or crop inspected. The notice shall include a statement setting forth the nature of the claim and the name of the Bayer Technologies and/or Seed hybrid or variety. If delivering to Bayer, Grower must (1) deliver written notice to DRC Data Services, Attn: AgCelerate Agreements, PO Box 221679, Charlotte, NC 28222-1679, or (2) provide electronic written notice to nagrowerlicensing@bayer.com.
- b Limited Warranty and Disclaimer of Warranties:** Bayer warrants the Bayer Technologies licensed hereunder only to the extent specifically set forth on the applicable 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 licensed by Bayer to Grower pursuant to this Agreement and purchased by Grower from Authorized Seed Sellers. EXCEPT FOR THE EXCLUSIVE WARRANTY SET FORTH ABOVE, BAYER DISCLAIMS ANY AND ALL WARRANTIES, WITH RESPECT TO THE SEED AND ANY PLANT OR CROP GROWN FROM THE SEED, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING, BUT NOT LIMITED TO: (I) THE IMPLIED WARRANTY OF MERCHANTABILITY; (II) THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) THE IMPLIED WARRANTY AGAINST INFRINGEMENT (FOR THE SEED ALONE OR IN COMBINATION WITH ANY REGISTERED PESTICIDES OR OTHER SEED TREATMENT PRODUCTS); (IV) ANY WARRANTIES FOR CROP PERFORMANCE OR FREEDOM FROM DISEASE (EVEN IF SEED BORNE); AND (V) IN ACCORDANCE WITH APPLICABLE GOVERNMENTAL REGULATIONS, ANY WARRANTY THAT THE SEED IS FREE OF UNINTENTIONAL PHENOTYPIC AND/OR GENOTYPIC (BIOTECH) TRAITS. IF GROWER: (1) 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; (2) ALLOWS A THIRD PARTY THAT 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 (3) REPACKAGES OR ALLOWS A THIRD PARTY THAT BAYER HAS NOT AUTHORIZED TO REPACKAGE THE SEED, THEN IN EACH CASE BAYER DISCLAIMS ALL WARRANTIES FOR THE ENHANCED, TREATED, COATED, AND/OR REPACKAGED SEED, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE EXCLUSIVE WARRANTY, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY AGAINST INFRINGEMENT.
- c Grower’s Exclusive Limited Remedy:** BAYER AND/OR ANY AUTHORIZED SEED 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 OR ANY PLANT OR CROP GROWN FROM THIS SEED, OR OTHERWISE ARISING OUT OF BREACH BY BAYER AND/OR AUTHORIZED SEED 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 AUTHORIZED SEED 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 AUTHORIZED SEED SELLER SHALL NOT BE LIABLE TO PURCHASER AND/OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, RELIANCE, REMOTE, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFIT OR YIELD AND LOSS OF AMOUNTS INCURRED OR EXPENDED IN PLANTING, USING, AND/OR CARING FOR THE SEED AND/OR ANY PLANT OR CROP GROWN FROM THE SEED. GROWER AGREES THAT IF THE PURCHASE PRICE PAID BY GROWER FOR THE SEED OR REPLACEMENT SEED IS PROVIDED, THE REMEDY SET FORTH IN THIS SECTION 4(C) WILL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- d Mandatory Forum Selection for Claims Made by Grower EXCEPT AS PROVIDED IN SECTION 4(E) and All Other Claims:** THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI (ANY LAWSUIT MUST BE FILED, IF IN FEDERAL COURT, IN ST. LOUIS, MO, OR, IF IN STATE COURT, IN ST. LOUIS COUNTY, MO), FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING IN ANY WAY WITH THIS AGREEMENT AND/OR PURCHASE OR USE OF SEED OR BAYER TECHNOLOGIES, EXCEPT FOR THOSE CERTAIN CLAIMS MADE BY GROWER AND SUBJECT TO SECTION 4(E) BELOW. THE PARTIES WAIVE ANY OBJECTION TO VENUE IN THE EASTERN DIVISION OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, INCLUDING THOSE BASED, IN WHOLE OR IN PART, ON THE DIVISIONAL VENUE LOCAL RULE(S) OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION FOR THOSE CERTAIN CLAIMS PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ., WHICH MAY BE ENFORCED BY THE PARTIES PURSUANT TO SECTION 4(E) BELOW. THE PARTIES SPECIFICALLY AGREE THAT THIS SECTION COVERS BAYER AND ANY CURRENT OR FUTURE BAYER AFFILIATES.
- e BINDING ARBITRATION FOR CERTAIN SEED-RELATED CLAIMS MADE BY GROWER:** Certain states’ agriculture laws and regulations require that a grower submit any seed performance or failure claims to arbitration, conciliation, or mediation before, and as a prerequisite to, maintaining a legal action. Some states also require a timely (as set forth in the applicable laws and regulations) inspection as part of that process. Grower acknowledges the applicability of such laws and regulations, including, without limitation, associated notice requirements, and agrees to follow such laws and regulations with respect to all Seed. Grower should consult applicable state agriculture laws and regulations for further detail. This requirement to arbitrate specifically excludes any claim, action, or dispute (i) involving the infringement, validity, or enforceability of a patent or that otherwise arises under the United States patent laws or, (ii) if state agriculture law does not require arbitration of seed performance or failure claims.
- If not specified in the state seed law, the parties acknowledge that this transaction involves interstate commerce and agree that arbitration shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. and administered under the Administered Arbitration Rules established by the International Institute for Conflict Prevention and Resolution, Inc. (“CPR”). The arbitration hearing shall be conducted in the capital city of the state of Grower’s residence or in any other place as the parties decide by mutual agreement. Grower and Bayer/Authorized Seed Sellers shall each pay one half of the CPR filing fee and one half of CPR’s administrative and arbitrator fees and expenses as they are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all CPR fees in the final award. The arbitration proceedings and results shall remain confidential and shall not be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award or as otherwise required by law.
- f CLASS ACTION WAIVER: THE PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.** In any lawsuit or other adversarial proceeding brought by Bayer against Grower arising out of or relating in any way to this Agreement, Bayer agrees not to proceed as a representative of or on behalf of any other person, class, or entity. In any lawsuit or other adversarial proceeding brought by Grower, or any person or entity which claims an interest in Grower’s crop or material produced from Seed, against Bayer or an Authorized Seed Seller arising out of or relating in any way to this Agreement or relating in any way to the handling or use of Seed, crops or material produced from Seed, crop residue, or Seed treatments, Grower, or any person or entity which claims an interest in Grower’s crop or material produced from Seed, agrees not to proceed as a representative of or on behalf of any other person, class, or entity. All claims arising out of or relating in any way to this Agreement, or which relate to the handling or use of Seed, crops or material produced from Seed, crop residue, or Seed treatments, may only be brought on an individual basis and may not be resolved on behalf of a class, as a private attorney-general, or in any other representative capacity. Grower shall not participate in or collect payment as a result of a class, collective, or other representative action of any kind against Bayer.

The Technology Use Guide (TUG) is available at tug.bayer.com.

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 license, please call 1-866-992-2937.

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. Commercialized products have 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. Growers should talk to their grain handler or product purchaser to confirm their buying position for this product. Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship.

The Precon™ Smart Corn System, including short stature corn developed through traditional breeding, is expected to be available, subject to final commercialization decisions, for planting in the 2025 growing season. Short stature corn developed through biotechnology is not currently available for commercial sale or commercial planting. Commercialization is dependent on multiple factors, including successful conclusion of the regulatory process. The information presented herein is provided for educational purposes only, and is not and shall not be construed as an offer to sell.

IMPORTANT: Produce 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 grower’s responsibility to talk to their produce handler or purchaser to confirm their buying position for this produce so that the marketing requirements can be met.

U.S. Herbicide Information for Performance Series® sweet corn: Roundup PowerMAX™, Roundup PowerMAX® II™ and Roundup WeatherMAX® herbicides are approved for use on Performance Series® sweet corn (containing Roundup Ready® 2 Technology) in all U.S. states, the District of Columbia and Puerto Rico. 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.

*Roundup PowerMAX® and Roundup PowerMAX® II are only approved for use in the U.S. Roundup PowerMAX® II is not registered in all states and may be subject to use restrictions. The distribution, sale, or use of an unregistered pesticide is a violation of federal and/or state law and is strictly prohibited. Check with your local dealer or representative for the product registration status in your state.

All growers in Idaho and Oregon who intend to plant Performance Series® sweet corn must contact Seminis Vegetable Seeds, Inc. at 866-334-1056 to order Performance Series® sweet corn seed. Performance Series® sweet corn may only be sold into the Treasure Valley area of Idaho and Oregon (which consists of Ada, Canyon, Gem, Owyhee, Payette and Washington counties in Idaho and Malheur County in Oregon) during the time period beginning on January 1 and ending on February 15 of each calendar year. Growers must inform Seminis Vegetable Seeds, Inc. of the location(s) of their Performance Series® sweet corn field(s) to ensure pinning prior to delivery of Performance Series® sweet corn seed.

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, or, for home garden use only allowed in the U.S., by chopping up the stalks using home garden tools such as a hoe. Crop destruction methods should destroy any surviving resistant insects.

ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. It is a violation of federal and state 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 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 FOR SUCH USES AND APPROVED FOR SUCH USE IN THE STATE OF APPLICATION. Contact the U.S. EPA and your state pesticide regulatory agency with any questions about the approval status of dicamba herbicide products for in-crop use with products with XtendFlex® Technology.

See the IRM/Grower Guide for additional information. Always read and follow IRM requirements.

B.T. products may not yet be registered in all states. Check with your seed brand representative for the registration status in your state.

Refuge seed may not always contain the DroughtGard® trait. **IMPORTANT IRM INFORMATION:** Certain products are sold as RIB Complete® corn blend products, and do not require the planting of a structured refuge except in the Cotton-Growing Area where corn earworm is a significant pest. Products sold without refuge in the bag (non-RIB Complete) require the planting of a structured refuge. **See the IRM/Grower Guide for additional information. Always read and follow IRM requirements.**

Roundup Ready® Technology contains genes that confer tolerance to glyphosate. **Roundup Ready® 2 Technology** contains genes that confer tolerance to glyphosate. **LibertyLink® Technology** contains genes that confer tolerance to glufosinate. **Roundup Ready® Flex Technology** contains genes that confer tolerance to glyphosate. **Roundup Ready 2 Xtend® soybeans contain genes that confer tolerance to glyphosate and dicamba. Products with XtendFlex® Technology contains genes that confer tolerance to glyphosate, glufosinate and dicamba. Plants that are not tolerant to glyphosate, dicamba, and/or glufosinate may be damaged or killed if exposed to those herbicides. Contact your seed brand dealer or refer to the Bayer Technology Use Guide for recommended weed control programs.**

Insect control technology provided by **Vip3A** is utilized under license from Syngenta Crop Protection AG. **Herizex®** is a registered trademark of Dow AgroSciences LLC. **AgriSure Viptera®** is a registered trademark of a Syngenta group company. **LibertyLink** logo® and **LibertyLink®** are trademarks of BASF Corporation. Respect the Refuge and Corn Design® and Respect the Refuge® are registered trademarks of National Corn Growers Association. **Bollgard II®, Bollgard®, DEKALB®, DroughtGard®, Performance Series & Design®, Performance Series®, Precon™**, Respect the Refuge and Cotton Design®, **RIB Complete®, Roundup PowerMAX®, Roundup Ready® 2 Technology and Design®, Roundup Ready 2 Xtend®, Roundup Ready 2 Yield®, Roundup Ready®, Roundup WeatherMAX®, SmartStax®, ThryvOn™**, **Tricepta®, TruFlex®, TruFlex®** canola with Roundup Ready® and **LibertyLink®** Technologies, **Vistive®, VT Double PRO®, VT Triple PRO®, VT4PRO™**, **WestBred®** and **XtendFlex®** are trademarks of Bayer Group. ©2026 Bayer Group. All rights reserved. 4D1120110

ALFALFA RIDER

TERMS AND CONDITIONS

The following terms and conditions of the Alfalfa Rider (the “Rider”) supplement the Technology Stewardship Agreement (“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® Alfalfa or 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: Roundup Ready® Alfalfa, HarvXtra® Alfalfa with Roundup Ready® Technology, patented alfalfa germplasm and Plant Variety Protection rights 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 LP authorized to act on FGI’s behalf. Seed containing FGI Technologies is collectively referred to herein as “Alfalfa Seed.” The licensed U.S. patents and/or PVP certificates for FGI Technologies can be found at the following web page: Bayertechnology.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 the United States 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 the United States.
- b** To obtain and read before planting and strictly follow the applicable requirements of the Technology Use Guide (“TUG”) and, if applicable, the appropriate Insect Resistance Management Grower Guide (“IRM Grower Guide”) and Seed bag, label, and/or tag, as each may be amended from time to time, which TUG, IRM Grower Guide, and Seed bag tag are incorporated into and are a part of this Rider; to implement an Insect Resistance Management (“IRM”) program, if applicable; and to cooperate and comply with these and any additional IRM/integrated Pest Management (“IPM”) programs FGI or Bayer communicates or makes available to Grower. Grower may lose its limited use license to use FGI Technologies if Grower fails to comply with this Rider, including by failing to comply with the IRM program required by this Rider. FGI further advises Grower to follow the recommendations provided in the TUG, IRM Grower Guide, and Seed bag tag. Grower may obtain additional copies of the TUG, IRM Grower Guide, or IPM information by contacting Bayer at 1-866-992-2937 or by going to tug.bayer.com.
- c** To pay all applicable royalties and technology fees for the use of the FGI Technologies or the Alfalfa Seed, as well as applicable fees due FGI that are part of, associated with, or invoiced as part of the Alfalfa Seed purchase price. 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 attorneys’ fees, court costs, and all other costs of collection. FGI or any affiliate has the right of set-off.
- d** To use Alfalfa Seed solely for a commercial crop in the United States as provided below. Grower may use a single planting of Roundup Ready® Alfalfa and HarvXtra® Alfalfa with Roundup Ready® Technology for multiple cuttings.
- e** Only to plant HarvXtra® Alfalfa with Roundup Ready® Technology in the United States, with the following states subject to execution of an additional FGI Seed and Feed Use Agreement: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming (collectively, the “Western States”).
- f** That all planting of HarvXtra® Alfalfa with Roundup Ready® Technology in the Western States is permissible only upon separate execution by the Grower of a HarvXtra® Alfalfa with Roundup Ready® Technology Seed and Feed Use Agreement (“FGI Seed and Feed Use Agreement”) that includes provisions limiting HarvXtra® with Roundup Ready® Technology seed and crops or hay products produced from HarvXtra® Alfalfa with Roundup Ready® Technology to only United States domestic use.
- g** All terms of the FGI Seed and Feed Use Agreement are incorporated into and made enforceable under this Rider.
- h** Not to transfer any Alfalfa Seed to any other person or entity for planting, and not to export any Alfalfa Seed.
- i** 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. Except to the extent specifically permitted by a valid Technology Stewardship Agreement, the planting of any crop or Seed produced from Seed shall be a violation of this Rider and constitute infringement of FGI’s and/or Bayer’s U.S. patents.
- j** Not to plant and/or clean Alfalfa Seed for Seed production unless, and only if, Grower has entered into a valid, written Alfalfa Seed production agreement with a seed company that is licensed by FGI to produce Alfalfa Seed (an “Alfalfa Licensee”), which agreement requires Grower to either physically deliver to the Alfalfa Licensee, sell for non-seed purposes, or use for non-seed purposes all of the Alfalfa Seed produced; and not to purchase or otherwise obtain from the Alfalfa Licensee any of the Alfalfa Seed produced unless, after physical delivery by Grower to the Alfalfa Licensee, that Alfalfa Seed has been conditioned, packaged, and delivered by the Alfalfa Licensee to Grower in the same manner as Alfalfa Seed sold by the Alfalfa Licensee to growers who have not entered into an Alfalfa Seed production agreement.
- k** Not to plant any Alfalfa Seed, or any Seed produced from Alfalfa 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 Alfalfa Seed other than to make agronomic comparisons and conduct yield testing for Grower’s own use. FGI makes available separate license agreements to academic institutions for research.
- l** To use on crops containing FGI Technologies only pesticides labeled for such 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.
- m** 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 Technologies are subject to this Rider and they must have or obtain their own Technology Stewardship Agreement, Rider, and FGI Seed and Feed Use Agreement, if applicable.
- n** To keep and provide to FGI and its representatives following FGI’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 that could be relevant to Grower’s performance of this Rider, including, but not limited to, Summary Acreage History Report, Producer Farm Data Report, Form 578 (producer print), Farm and Tract Detail Listing and corresponding aerial photographs, Risk Management Agency claim documentation, grower/dealer/retailer/applcator records for seed and chemical purchases, and applications and all documentation required on the chemistry product label or by government regulation; 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 used or under the control or direction of Grower, for purposes of examining and taking samples of crops, crop residue, or seeds located therein.
- o** To allow FGI to obtain Grower’s internet service provider (“ISP”) records to validate Grower’s electronic signature, if applicable.
- p** To promptly notify FGI or Bayer should any Grower Information provided herein change.
- q** To direct any crops or hay products produced from HarvXtra® Alfalfa with Roundup Ready® Technology only to United States 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, except where FGI expressly grants permission in writing.
- r** 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.
- s** 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, Roundup Ready® Alfalfa or 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. In addition, due to the unique cropping practices Grower agrees not to plant Roundup Ready® Alfalfa or HarvXtra® Alfalfa with Roundup Ready® Technology in Imperial County, California, pending import approvals and until FGI grants express permission in writing for such planting. Roundup Ready® Alfalfa and HarvXtra® Alfalfa with Roundup Ready® Technology Seed may not be planted for the production of sprouts.

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 the United States of America, comprised of the 50 states and the District of Columbia, except in any state or county 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. 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 the United States that has been purchased in another country or plant Alfalfa Seed in another country that has been purchased in the United States.

- b** A limited use license under applicable U.S. patents to use FGI Technologies subject to the conditions listed in this Rider.
- c** A limited use license to prepare and apply on glyphosate-tolerant alfalfa (or have others prepare and apply) tank mixes of, or to sequentially apply (or have others sequentially apply), glyphosate herbicides labeled for use on those crops with quizalofop, clethodim, sethoxydim, fluzafop, and/or fenoxaprop labeled for use on those crops to control volunteer corn with Roundup Ready® 2 Technology in Grower’s crops for the 2025 growing season. However, neither Grower nor a third party may utilize any type of co-pack or premix of glyphosate plus one or more of the above-identified active ingredients in the preparation of a tank mix for use on glyphosate-tolerant alfalfa.

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:** From time to time, FGI or Bayer may unilaterally revise the terms and conditions of this Agreement and/or the Rider, including the incorporated TUG, IRM Grower Guide, and Seed bags, labels, and/or tags, by posting such amended terms at agcelerate.com and/or tug.bayer.com, and/or by notifying Grower of any amended terms by mail, electronic mail, text message, or other means. If Grower has provided FGI or Bayer an email address or cell phone number in conjunction with this Agreement, FGI or Bayer may send Agreement and/or Rider amendments and new stewardship information to Grower by email, text message, or mail. Grower accepts and agrees to be bound by the amended terms of this Agreement and/or Rider upon the earlier of: (i) Grower’s continued use of FGI Technologies after receipt of any amended terms and/or the posting of amended terms at agcelerate.com and tug.bayer.com; or (ii) 30 days after Grower’s receipt of any amended terms and/or the posting of amended terms at agcelerate.com and tug.bayer.com. If Grower does not accept and agree to the amended terms of the Agreement, it may terminate the Agreement as set forth in Section 3(e).
- 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, or portion thereof, is determined to be void or unenforceable, the remaining portions and 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 DRC Data Services, Attn: AgCelerate Agreements, PO Box 221679, Charlotte, NC 28222-1679. FGI may terminate this Rider for any reason, in whole or in part, by delivering written notice to Grower. Upon termination, 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 U.S. patents or PVPs covering Bayer Technologies or FGI Technologies, Grower agrees that, among other things, FGI, and Bayer, as appropriate, shall be entitled to preliminary 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 such finding of infringement by Grower shall entitle FGI, and Bayer, as appropriate, to patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et. seq. Grower will also be liable for all breach of contract damages.

f Attorneys’ Fees: If Grower is found by any court to have infringed one or more of the U.S. patents or PVPs covering Bayer Technologies or FGI Technologies, or otherwise to have breached any term of this Rider, Grower agrees to pay FGI and Bayer, as appropriate, their attorneys’ fees and costs related to the case plus any other expenses incurred in the investigation of the breach and/or infringement.

g Governing Law: This Rider and the parties’ relationship shall be governed by the laws of the State of Missouri and the United States (without regard to the choice of law rules).

h Waiver: The failure of FGI or Bayer or any owners of patents or PVPs 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 incorporated TUG, IRM Grower Guide, Seed bag, label, and/or tag, and the terms of the FGI Seed and Feed Use Agreement, if applicable, all of which are hereby expressly 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 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 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 products. Grower must deliver the notice to DRC Data Services, Attn: AgCelerate Agreements, PO Box 221679, Charlotte, NC 28222-1679.
- b Limited Warranty and Disclaimer of Warranties:** FGI warrants the FGI Technology licensed hereunder as set forth on the Seed bag and/or tag to the extent specifically warranted thereon, or, to the extent specifically warranted therein, that the FGI Technologies licensed hereunder will perform as set forth in the TUG when used in accordance with directions. This warranty applies only to Roundup Ready® Alfalfa or 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.
- 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.
- d Forum Selection for Claims Made by Grower and All Other Claims:** THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI (ANY LAWSUIT MUST BE FILED, IF IN FEDERAL COURT, IN ST. LOUIS, MO, OR, IF IN STATE COURT, IN ST. LOUIS COUNTY, MO), FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS RIDER AND/OR THE USE OF THE ALFALFA SEED OR THE FGI TECHNOLOGIES. THE PARTIES WAIVE ANY OBJECTION TO VENUE IN THE EASTERN DIVISION OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, INCLUDING THOSE BASED, IN WHOLE OR IN PART, ON THE DIVISIONAL VENUE LOCAL RULE(S) OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI. THE PARTIES SPECIFICALLY AGREE THAT THIS SECTION COVERS FGI, ITS CURRENT OR FUTURE AFFILIATES, AND ANY CURRENT OR FUTURE U.S.-BASED WHOLLY OWNED SUBSIDIARIES OF FGI.

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 Agreement, please call 1-866-992-2937.

SUGARBEET RIDER

TERMS AND CONDITIONS

The following terms and conditions of the Sugarbeet Rider (the “Rider”) supplement the Technology Stewardship Agreement (“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 Roundup Ready® Sugarbeets and any future seed technologies developed, licensed, or owned by KWS (“KWS Technologies”) in accordance with the terms of this Rider, with respect to which KWS has authorized Bayer CropScience LP (“Bayer”) to act on KWS’s behalf in accordance with the parties’ commercial services agreement, that are made available to Grower. Seed containing KWS Technologies is collectively referred to herein as “Sugarbeet Seed.” The licensed U.S. patents for KWS Technologies can be found at the following web page: Bayertechnology.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 the United States 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 the United States.
- b** To obtain and read before planting and strictly follow the applicable requirements of the Technology Use Guide (“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. Grower may lose its limited use license to use the KWS Technologies if Grower fails to comply with this Rider, including by failing to comply with the foregoing stewardship requirements. 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 1-866-992-2937 or by going to tug.bayer.com.
- c** To use Sugarbeet Seed solely for a commercial crop in the United States 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 other than to make agronomic comparisons and conduct yield testing 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 MARKED 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 MARKED 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 to 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 that could be relevant to Grower’s performance of this Rider, including but not limited to Summary Acreage History Report, Producer Farm Data Report, Form 578 (producer print), Farm and Tract Detail Listing and corresponding aerial photographs, Risk Management Agency claim documentation, and grower/dealer/retailer/appligator records for seed and chemical purchases and applications and all documentation required on the chemistry product label or by government regulation; and
 - 2. the identity of, and access to, land farmed by or at the direction of Grower and bins, wagons, or seed storage containers 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 allow KWS to obtain Grower’s internet service provider (“ISP”) records to validate Grower’s electronic signature, if applicable.
- i** To promptly notify KWS and Bayer should any Grower Information provided herein change.

2. GROWER RECEIVES FROM KWS:

- a** A limited use license to purchase and to plant Sugarbeet Seed pursuant to the terms of this Rider in the United States of America, comprised of the 50 states and the District of Columbia, except in any state or county 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 the United States that has been purchased in another country or plant Sugarbeet Seed in another country that has been purchased in the United States.
- b** A limited use license under applicable U.S. 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:** From time to time, KWS or Bayer may unilaterally revise the terms and conditions of this Agreement and/or the Rider, including the incorporated TUG and Seed packages, by posting such amended terms at agcelerate.com and/or tug.bayer.com, and/or by notifying Grower of any amended terms by mail, electronic mail, text message, or other means. If Grower has provided KWS or Bayer an email address or cell phone number in conjunction with this Agreement, KWS or Bayer may send Agreement and/or Rider amendments and new stewardship information to Grower by email, text message, or mail. Grower accepts and agrees to be bound by the amended terms of this Agreement and/or Rider upon the earlier of: (i) Grower’s continued use of KWS Technologies after receipt of any amended terms and/or the posting of amended terms at agcelerate.com and tug.bayer.com; or (ii) 30 days after Grower’s receipt of any amended terms and/or the posting of amended terms at agcelerate.com and tug.bayer.com. If Grower does not accept and agree to the amended terms of the Agreement, it may terminate the Agreement as set forth in Section 3(e).

- 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, or portion thereof, is determined to be void or unenforceable, the remaining portions and 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 DRC Data Services, Attn: AgCelerate Agreements, PO Box 221679, Charlotte, NC 28222-1679. KWS may terminate this Rider for any reason, in whole or in part, by delivering written notice to Grower. Upon termination, 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 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 U.S. patents covering Bayer Technologies or KWS Technologies, Grower agrees that, among other things, KWS shall be entitled to preliminary 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 such finding of infringement by Grower shall entitle KWS to patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et. seq. Grower will also be liable for all breach of contract damages.
 - f Attorneys’ Fees:** If Grower is found by any court to have infringed one or more of the patent rights pertaining to KWS Technologies or otherwise to have breached any term of this Rider, Grower agrees to pay KWS their attorneys’ fees and costs 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 State of Minnesota and the United States (without regard to the choice of law rules). Any dispute arising out of or relating to this Rider, the parties’ relationship, KWS Technologies, or the Sugarbeet Seed shall be commenced and maintained exclusively in the state or federal courts of Minnesota. Grower waives any objection to venue or inconvenience of forum and voluntarily submits to the jurisdiction of these courts.
 - 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, all of which are hereby expressly 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 DRC Data Services, Attn: AgCelerate Agreements, PO Box 221679, Charlotte, NC 28222-1679.
 - b Limited Warranty and Disclaimer of Warranties:** KWS warrants the KWS Technologies licensed hereunder only as 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 Agreement, please call 1-866-992-2937.