



Corteva Agriscience TECHNOLOGY USE AGREEMENT

2024 Growing Season / Canada TUA valid through December 2024

This Technology Use Agreement ("TUA") is entered into by Grower and Corteva Agriscience to set forth the terms and conditions upon which Grower shall use Seed containing Corteva Sourced Technology (including, but not limited to, germplasm and (conventional seed products, and products such as Optimum[®] GLY herbicide tolerance, Enlist E3[®] soybeans, Qrome[®] corn, etc.). All capitalized terms in this TUA shall have the meanings given to them in Section 1 below or as otherwise defined in the Agreement.

By signing below, the undersigned represents and agrees that: (1) he/she is eighteen (18) years of age or older; (2) he/she has read and understands the terms and conditions of the Agreement, including, without limitation, the terms and conditions set forth in the documents linked to this TUA via the hyperlinks provided below; (3) he/she is fully authorized to legally bind and to enter into the Agreement on behalf of the Grower identified in the Grower Information box below; and (4) the terms and conditions of the Agreement are legally binding on the Grower and all individuals and entities that will plant and grow crops from Seed on behalf of the undersigned and the Grower.

REQUIRED: By checking this box the undersigned represents and agrees that he/she has read and understands (1) the Corteva Privacy Statement (www.corteva.ca/en/privacy-policy.html) and (2) the privacy terms and choices in section 5 of this Agreement. **This Agreement is not valid until this box is checked. Privacy choices may be made as explained in the Privacy Statement.**
OPTIONAL: Opt In: Please check box to receive electronic communications from Corteva Agriscience. Yes, I would like to receive agronomy advice, special offers, product information, news and updates through electronic communications from Corteva Agriscience. I understand that by selecting "yes" that SMS fees may apply.

By: _____ Date _____ Title of Person Signing _____
Authorized Grower Signature
Printed Full Legal Name of Person Signing _____ Corteva Customer or Business Partner ID (optional) _____

GROWER INFORMATION – Complete Section A OR Section B – PLEASE PRINT CLEARLY

Section A – For an Individual (Sole Proprietorship) Grower

Grower Legal Name – First MI Last

Farming or "Doing Business As" (d/b/a) Name, if applicable

Shipping/Mailing Address (do not use Legal Land Descriptions)

Town Province Postal Code

Phone (Mobile)

E-mail Address

Section C - Seed Supplier

Business Name

Town Province Postal Code

Section D - Corteva

Send completed paper agreements using one of the following options:
1. E-mail: agreements@accelerate.com
2. Mail: AgCelerate
PO Box 221679
Charlotte, NC 28222-1679

Section B – For a Business Entity Grower

Business Name

Business Type (Check One): Corporation Partnership
Limited Liability Company (LLC) Other

Authorized Representative (Legal Name)

Shipping/Mailing Address (do not use Legal Land Descriptions)

Town Province Postal Code

Phone (Mobile)

E-mail Address

"Loss(es)" means all damages, losses, awards, judgments, settlements, assessments, liabilities, taxes, levies, penalties, fines, charges, costs and expenses (including any court costs and reasonable legal and professional fees and expenses, including in investigating and preparing for litigation or proceeding) and any other payments.

"Patents" means Corteva patents, registered and unregistered, held in the United States and/or Canada.

"Personnel Information" means any information that identifies, is related to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or where applicable, relates to an identifiable juristic person or legal entity.

"Pioneer" means Pioneer Hi-Bred Canada Company and Pioneer Hi-Bred Production Company.

"Production Crop" means a crop the Grower produces for Corteva or a Corteva Licensee, utilizing Seed, pursuant to a valid Seed Production Agreement or similar agreement, which crop is controlled by Corteva or a Corteva Licensee.

"Purchased Seed" means Seed that is purchased by Grower from a Seed Seller under a fully executed TUA to which Grower and Corteva are parties, as amended pursuant to Update Notification(s), or otherwise.

"Representatives" means Corteva or Corteva Licensee, representatives, agents, contractors and designees of any owner of Corteva Sourced Technology.

"Seed" means agricultural planting seed for all crops containing Corteva Sourced Technology, Enlist herbicides and/or intellectual property sold by Seed Sellers. Seed may contain Third-Party Trait Technology that is subject to such third-party's separate licensing arrangements.

"Seed Seller" means Corteva and those individual and entities authorized by Corteva to sell Seed.

"Seed Stock" means seed that is owned by Corteva or a Corteva Licensee that is made available to a Grower to produce a single Production Crop.

"Third-Party Trait Technology" means proprietary trait technology from a technology provider other than Corteva.

"Update Notification" means a communication made to growers from time to time by Corteva with updated or new terms of the Agreement, which may include, without limitation, information regarding new and existing Corteva Sourced Technology, the patents licensed under the Agreement and any new or modified Agreement terms. Update Notifications will be distributed routinely and at Corteva's discretion.

2. LIMITED LICENSE:

2.1 Upon acceptance by Corteva of this TUA and for the term of the TUA, unaltered and duly executed by Grower, Grower is granted and hereby accepts, subject to the terms and conditions of the Agreement, a limited, non-transferable, revocable, non-exclusive, and non-sublicensable license by Corteva under the Licensed Rights solely to (i) purchase Seed from a Seed Seller or Corteva Licensee and/or (ii) to plant Purchased Seed to produce a single commercial crop (or in the case that Purchased Seed is alfalfa, multiple commercial forage crops within a season or seasons) in Canada in a single growing season.

2.2 If Grower has entered into a current and valid seed production Agreement or similar agreement (collectively, referred to as "Seed Production Agreement") with Corteva or a Corteva Licensee, Grower is granted and hereby accepts, subject to the terms and conditions of the Agreement, a limited, non-transferable, revocable, non-exclusive, non-transferable, non-sublicensable license to plant Seed to produce a single Production Crop in the United States provided that all such Production Crop is delivered to, or its disposition is controlled by, Corteva or the Corteva Licensee.

2.3 In addition to the foregoing, when Grower purchases or receives Seed or Seed Stock and/or plants Purchased Seed or Seed Stock containing Enlist[®] technology, Grower receives a limited license to use Enlist herbicides in conjunction with Enlist[®] crops grown from such Purchased Seed or Seed Stock. This limited, non-transferable, revocable, non-exclusive, and non-sublicensable license applies solely to Grower's activities in Canada and does not authorize Grower to plant Seed in Canada that has been purchased in or acquired from another country or to plant Seed in another country that has been purchase/acquired in Canada.

