

Corteva Agriscience™ - TECHNOLOGY USE AGREEMENT

Revision date: June 2020 / Corteva Agriscience / Canada TUA

This Technology Use Agreement is entered into by Grower and Corteva Agriscience™ (defined below) to set forth the terms and conditions upon which Grower shall use Seed containing Corteva Sourced Technology.

By signing below the undersigned represents and agrees that: (1) he/she has read and understands the terms and conditions of this Agreement, including the terms and conditions on the next page, (2) he/she is fully authorized to enter into this Agreement on behalf of the Grower identified in the Grower Information Box below, and (3) the terms and conditions of this 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.

By: _____
 Grower's Authorized Signature _____ Date _____ Title of Person Signing _____

 Printed Name of Person Signing _____ Customer or Business Partner ID _____

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

Section A – For Individual (Sole Proprietorship) Grower

Grower Name – First MI Last _____

Farming or “Doing Business As” (d/b/a) Name _____

Full Address _____

Town Province Postal Code _____

Phone _____

E-mail Address _____

Section B – For Business Entity Grower

Business Name _____

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

Authorized Representative _____

Full Address _____

Town Province Postal Code _____

Phone _____

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:

- E-mail:** agreements@agcelerate.com
- Mail:** AgCelerate
PO Box 221679
Charlotte, NC 28222-1679

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

1. DEFINITIONS: Each of the following terms shall have the meaning specified below:

“**Agreement**” means, as of any date of determination, this Technology Use Agreement, the then current (i) Product Use Guide(s) and (ii) Update Notification(s), all of which are incorporated herein and deemed a material part of this Agreement.

“**Colex-D® Technology**” means a Corteva-proprietary herbicide technology package comprised of 2,4-D choline, advanced formulation science and innovative manufacturing processes, which is specifically designed to provide ultra-low volatility, minimized potential for physical drift, decreased odor and improved handling characteristics.

“**Corteva**” and “**Corteva Agriscience**” means, collectively, DAS, Pioneer, DuPont, and their affiliated companies.

“**Corteva Licensee**” means an entity that has a valid, active agreement with DAS or Pioneer granting it a license to produce and sell Corteva seed trait technology in its seed products.

“**Corteva Sourced Technology**” means proprietary germplasm and all current and future seed trait technology as set forth in applicable Update Notification(s). Corteva Sourced Technology currently covered as Licensed Rights by this Agreement includes, but is not limited to, the Patents listed in Update Notification(s) provided at the time of execution of this Agreement or thereafter.

“**DAS**” and “**Dow AgroSciences**” mean Dow AgroSciences Canada Inc.

“**DuPont**” means E. I. du Pont de Nemours and Company.

“**Enlist™ Herbicides**” means agricultural products that contain 2,4-D choline herbicide featuring Colex-D Technology.

“**Grower**” means the individual farmer or farming entity identified in the applicable Grower Information Box.

“**Licensed Rights**” means all patent claims, trade secrets, rights existing under the Canada Seeds Act and the Canada Plant Breeders’ Rights Act (or its foreign equivalents), and other intellectual property rights relating to Corteva Sourced Technology that are reasonably necessary for a Grower’s exercise of the limited license granted under numbered Article 2 herein with respect to Purchased Seed or Seed Stock. The Licensed Rights as of any date of determination are set forth in the current Update Notification.

“**Patents**” means Corteva patents held in the United States and/or Canada.

“**Pioneer**” means Pioneer Hi-Bred Canada Company and Pioneer Hi-Bred Production Company.

“**Product Use Guide**” and “**Guide**” mean the document(s) published and updated by Corteva from time to time that specify, among other things, stewardship management practices for Seed, Enlist Herbicides and Corteva Sourced Technology. The Guide(s) for Purchased Seed shall become a part of this Agreement, and Grower’s use of Corteva Sourced Technology is subject to the terms of the Guide posted at www.traitstewardship.corteva.ca, as may be updated from time to time by Corteva.

“**Production Crop**” means seed that Grower produces for Corteva or a Corteva Licensee pursuant to a valid production agreement, which crop is controlled by Corteva or the Corteva Licensee.

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

“**Representatives**” means Corteva representatives and representatives of any owner of Corteva Sourced Technology.

“**Seed**” means agricultural planting seed containing Corteva Sourced Technology sold by Seed Sellers. Seed may contain Third-Party Trait Technology that is subject to the provider’s separate licensing arrangements.

“**Seed Seller**” means Corteva Agriscience and those 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 Production Crop.

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

“**Update Notification**” means a communication to Growers with updated terms of this Agreement, which may include information regarding new and existing Corteva Sourced Technology, including (among other things) the Patents licensed under this Agreement and any new or modified Agreement terms. Each Update Notification for Purchased Seed shall become a part of this Agreement, and Grower’s use of Seed and/or Corteva Sourced Technology following receipt of any Update Notification for Purchased Seed constitutes Grower’s acceptance of all terms in the Update Notification.

2. LIMITED LICENSE: Upon acceptance by Corteva of this Agreement, unaltered and duly executed by Grower, Grower is granted and hereby accepts, on and subject to the terms and conditions of this Agreement, a limited, non-transferable, revocable, non-exclusive license by Corteva under the Licensed Rights solely to (i) purchase Seed from a Seed Seller or Corteva Licensee and (ii) to plant Purchased Seed to produce a single commercial crop in Canada in a single season or (iii) if Grower has entered into a current and valid seed production agreement with Corteva or a Corteva Licensee, plant Seed Stock to produce a single Production Crop in Canada provided that all such Production Crop is delivered to, or its disposition is controlled by, Corteva or the Corteva Licensee.

In addition, 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 license only covers Grower’s activities in Canada and does not authorize Grower to plant Seed in Canada that has been purchased/acquired in another country or to plant Seed in another country that has been purchased/acquired in Canada.

PROHIBITED ACTIVITIES:

Grower acknowledges and agrees that Grower is NOT permitted to:

- supply, transfer, license or sublicense any Seed, Seed Stock, or Corteva Sourced Technology to any other person, entity or other third party for planting or any other purposes;
- accept any Seed or Seed Stock from any third party other than a Seed Seller, Corteva, or a Corteva Licensee;
- following burndown, use any phenoxo auxin herbicide-containing product (e.g., containing 2,4-D, 2,4-DB, MCPA, dichlorprop, LV6, MCPB, mecoprop which is NOT expressly labeled for use in conjunction with Enlist™ crops, including pre-emergent use;
- following burndown, use any AOPP herbicides (e.g., quizalofop, cyhalofop, haloxyfop, diclofop, fenoxaprop, fluzifop) not expressly labeled for Enlist corn on emerged Enlist corn;
- following burndown, use any pyridine auxin herbicides (e.g., trioxypyr, fluroxypyr) on emerged Enlist crops;
- save, clean or use any crop produced from Seed for planting, and not to supply crop produced from Seed to anyone for planting. The planting of any crop produced from Seed is not licensed and shall constitute infringement of Corteva's Patents, unless specifically permitted by a written agreement with Corteva or a Corteva Licensee;
- plant Seed for seed production unless, and only if, Grower has entered into a valid, written Seed production agreement with Corteva or a Corteva Licensee, which agreement requires Grower to either physically deliver to Corteva or the Corteva Licensee, sell for non-seed purposes or use for non-seed purposes all of the Seed produced; and not to purchase or otherwise obtain from Corteva or the Corteva Licensee any of the Seed produced unless, after physical delivery by Grower to Corteva or the Corteva Licensee, that Seed has been conditioned, packaged and delivered by Corteva or the Corteva Licensee to Grower in the same manner as Seed sold by Corteva or the Corteva Licensee to growers who have not entered into a Seed production agreement; and
- use or allow others to use Seed, plant any Seed, or use any crop or plant material produced from Seed, for crop breeding, research, or generation of herbicide or other regulatory registration data. Grower may not conduct research on Grower's crop produced from Seed.

Grower further acknowledges and agrees that the limited license(s) granted herein do not convey or otherwise transfer any ownership rights of Corteva Sourced Technology to Grower.

3. UPDATES AND DOCUMENTS THAT ARE PART OF THIS AGREEMENT:

The Update Notification is incorporated herein and deemed a material part of this Agreement once posted on the Corteva Agriscience™ website (www.traitstewardship.corteva.ca). For so long as Grower has a valid Agreement in effect with Corteva, Corteva will provide notice of Update Notifications to Grower to the email address or physical address provided by Grower above.

New Guides are incorporated herein and deemed a material part of this Agreement once posted on the Corteva Agriscience website (www.traitstewardship.corteva.ca). Current Guides will be available from Seed Sellers, from Corteva directly and/or on the Corteva website (www.traitstewardship.corteva.ca).

Until this Agreement is terminated or superseded as set out in Article 5, the terms and conditions of use set forth on the packaging (including bag tags) of Purchased Seed are incorporated herein and deemed a material part of this Agreement.

Grower acknowledges and agrees that updates of this Agreement, any Update Notification and any Product Use Guide published from time to time by Corteva are incorporated herein and deemed a material part of this Agreement once posted on the Corteva Agriscience website (www.traitstewardship.corteva.ca).

Grower's use of Seed after Corteva posts on the Corteva Agriscience website (www.traitstewardship.corteva.ca) updates of this Agreement, an Update Notification or a Guide, or a new Update Notification or a new Guide, constitutes Grower's acceptance of and agreement to be bound by the provisions of such updated or new documents.

Inconsistencies among (i) the Update Notification, (ii) the Technology Use Agreement, (iii) relevant Guide(s), each as posted on www.traitstewardship.corteva.ca at the time Grower opens a bag or container of Seed for planting, and (iv) the packaging of the Purchased Seed, shall be resolved in the following order: first, in favor of the Update Notification, second, the Technology Use Agreement, third, the Guide(s), and fourth, the packaging of the Purchased Seed.

4. STEWARDSHIP AND COMPLIANCE:

Grower agrees to read and follow all applicable Guides, the terms and conditions set forth on the packaging of the Purchased Seed, and product labels associated with Corteva Sourced Technology and Enlist Herbicides. You must follow the best management practices, recommendations, and guidelines provided in all applicable Guides.

Grower agrees to read and follow all Insect Resistance Management (IRM) requirements set forth in the Guide, including any requirements to establish and maintain a refuge. **Failure to follow IRM requirements can result in loss of access to insect protected hybrids for at least one year.**

Grower acknowledges that modification, revocation or cancellation of regulatory authorizations and/or registrations including, but not limited to, biotech or other trait(s), enabling technologies and/or enabled pesticide, herbicide or fungicide product(s) by local, provincial, federal, or foreign regulatory agencies may occur and are outside the control of Corteva Agriscience. Grower agrees to always read and follow directions for use on pesticide, insecticide, fungicide or herbicide labeling as set forth in the Product Use Guide. Grower acknowledges and agrees to Grower's obligation to follow and adhere to any such modifications, revocations or cancellations. Grower further understands that regulatory status and available supplies of a biotech trait(s) and/or pesticide product may limit its availability for use in a particular growing season and/or the marketability of the resulting grain crop.

Grower acknowledges and agrees that, following burndown, the only 2,4-D-containing herbicide products that may be used with Enlist crops are products that feature Colex-D Technology and are expressly labeled for use on Enlist crops.

Grower agrees to follow herbicide resistance management (HRM) practices, such as pre-and post-application field scouting and reporting. Lack of herbicide efficacy must immediately be reported to Corteva.

Grower agrees to provide Grower's reasonable cooperation to Corteva and the Representatives in connection with their efforts to verify Grower's compliance with stewardship, IRM, HRM and other requirements hereof, including, but not limited to, completing written and oral questionnaires and cooperating with Corteva and third party on-farm IRM compliance assessments.

Grower authorizes the Representatives to enter upon land, for three (3) years following where Grower has planted or is growing Seed as well as any refuge area and access to bins, wagons or seed storage containers for purposes of examining the land and Grower's crop and taking samples of crops, crop residue or seeds located thereof. Upon request, Grower shall supply Corteva with a list of all locations planted by or on behalf of Grower. Such inspection, examination or sampling shall be available to Corteva and the Representatives only after Corteva or the Representatives deliver or mail to the Grower written notification at least three (3) days in advance and Corteva or the Representatives also have reasonably attempted to discuss the visits with the Grower in advance of the visit.

Corteva indemnification of Grower shall be limited to damage to seed crop fields, commercial crop fields or personal property caused by Corteva employees or Representatives. For clarity, Corteva shall not indemnify Grower for Grower's (or any other person's) acting on behalf of Grower) gross negligence, violation of this TUA, violation of any law or regulation or any other damages, fines, penalties, enforcement, law suits or any other outcomes resulting from Grower's decisions, actions or failure to act.

Corteva Agriscience is a member of Excellence Through Stewardship® (ETS). Corteva Seed products are commercialized in accordance with ETS Product Launch Stewardship Guidance, and in compliance with Corteva's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. Any crop or material covered by this Agreement including, but not limited to, proprietary plant varieties and/or hybrid 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 must talk to their grain handler or product purchaser to confirm their buying position for these products, and Grower shall direct crops, grain, or material produced from Seed only to appropriate markets. Any crops, grain, 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. Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship.

Upon the request of the Representatives, Grower shall furnish copies of invoices and other relevant documents for Grower's purchases of seed and chemical transactions, and Grower will disclose to the Representatives certain information, including the locations of all fields, to confirm compliance with this Agreement following Corteva's actual (or attempted) oral communication with Grower and not later than seven (7) days after the date of a written request from Corteva, including the locations of all fields planted with crops containing Corteva Sourced Technology, the identities of all herbicides applied to these fields, and other data as specified in the Guide(s).

As Grower is claiming a tax exemption for the Purchased Seed, Grower hereby represents and warrants that: (i) Grower is in the business of agricultural production, (ii) the Purchased Seed will be used solely for agricultural production, and, (iii) due to the foregoing, Grower qualifies for a tax exemption, under applicable provincial tax laws, for the Purchased Seed.

Grower hereby consents to the collection, use and disclosure of Grower's personal and purchase information by and between: (i) Corteva Agriscience and its affiliated companies, including parents, subsidiaries and affiliates ("Corteva"); (ii) retailers, including but not limited to Seed Sellers, from which Grower purchases Corteva products; (iii) Corteva partners and service providers (e.g., AgData Ltd., DocuSign Inc, Solentra), for the purpose of administering Corteva offers, including validation of product purchases and calculation/issuance of rebates and rewards, in addition to using this information for marketing, surveys, direct mail, digital and social media communication purposes; and (iv) Corteva partners and service providers for purposes of conducting on-farm IRM and/or other compliance or regulatory assessments. Grower understands that by completing and signing this acceptance form, that he/she is eligible to participate in offers, but is under no obligation to participate in any offer now or in the future. Grower may withdraw his/her consent to the collection, use and disclosure of his/her personal information at any time, although in some cases withdrawing consent may prevent Corteva from continuing this Agreement. Corteva Agriscience is concerned about privacy issues and wants the Grower to be familiar with how Corteva collects, uses and discloses information. Any information the Grower submits on this form will be handled in accordance with the Corteva Privacy Policy, which is available here: www.corteva.ca/en/privacy-policy.html. Corteva's Privacy Policy describes Corteva's practices in connection with information collected through the website or mobile application owned and controlled by Corteva from which the Grower is accessing the Privacy Policy, as well as offline where notice is legally required. By providing personal information to Corteva, the Grower agrees to the terms and conditions of Corteva's Privacy Policy.

5. TERM AND TERMINATION:

This Agreement, once signed by Grower and accepted by Corteva, will remain in effect until terminated or superseded. Grower or Corteva may terminate this Agreement at any time and for any reason by sending written notice of termination to the other party at the address specified in section A, B or D above. In addition to the foregoing, Corteva reserves the right to revoke Grower's right to use any Corteva Sourced Technologies upon notice to the Grower. In the case of termination by Grower, such notice of termination must include Grower's full name, address, and license number. Upon termination of this Agreement or a license granted hereunder with respect to any Corteva Sourced Technology for any reason, (i) Grower shall terminate the use of all Seeds containing the particular Corteva Sourced Technology which may require destruction; (ii) Grower shall return unused Seeds containing such Corteva Sourced Technology to Corteva at Grower's cost; and (iii) Grower will no longer have a right to purchase or use Seed containing such Corteva Sourced Technology. Notwithstanding the foregoing, Grower's obligations and Corteva's rights that arose under the Agreement prior to termination will continue in effect.

6. CORTEVA SOURCED TECHNOLOGY FEES:

Grower agrees to pay a designated Corteva entity or Corteva Licensee all applicable fees that are a part of, associated with or collected with the purchase and use of any Seed and/or Corteva Sourced Technology upon Corteva's payment terms then in effect. Corteva reserves the right to change from time to time the amount of and how it charges Corteva Sourced Technology fees. Grower shall pay interest to Corteva on any past-due fees at the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, whichever is less, from the applicable due date for such fees until paid. Any payments received by Corteva may be applied to unpaid fees, interest or other charges in Corteva's discretion.

7. LIMITATIONS OF WARRANTIES AND REMEDIES:

Corteva warrants that the Corteva Sourced Technology contained in the Purchased Seed licensed hereunder conforms to the written description(s) in the Update Notification(s) and on the packaging of the Purchased Seed when used in accordance with the directions and in compliance with this Agreement. This warranty applies only to the Corteva Sourced Technology contained in Purchased Seed.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED.

Because Corteva must have sufficient time to investigate any claim regarding the performance or non-performance of Purchased Seed and/or Corteva Sourced Technology, no claim can be asserted against Corteva unless Grower gives notice to Corteva within fifteen (15) days after Grower first observes indications that the performance of the Purchased Seed and/or Corteva Sourced Technology is not as warranted.

GROWER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS, INCLUDING, WITHOUT LIMITATION, CLAIMS ALLEGING STRICT LIABILITY OR NEGLIGENCE, SHALL BE LIMITED TO I) REPAYMENT OF THE AMOUNT OF THE PURCHASE PRICE OR II) REPLACEMENT OF THE AFFECTED PURCHASED SEED. IN NO EVENT SHALL CORTEVA, ITS AFFILIATES, DEALERS OR LICENSEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH SEED AND/OR CORTEVA SOURCED TECHNOLOGY. CORTEVA AGRISCIENCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND MAKES NO STATEMENT WITH RESPECT TO THE ONGOING OR FUTURE REGULATORY STATUS, ACCEPTABILITY, SUPPLY OR AVAILABILITY OF A BIOTECH TRAIT OR TRAIT STACK, INSECTICIDE, FUNGICIDE OR HERBICIDE PRODUCT COMPATIBLE WITH THE CORTEVA-SOURCED TECHNOLOGY. IN EACH CASE, CONTAINED IN THE PURCHASED SEED PRODUCT. THE TERMS OF THE SEED SALE ARE INDEPENDENT OF THE REGULATORY STATUS OF ANY TECHNOLOGY CONTAINED IN, OR PRODUCT FOR USE WITH, THE SEED PRODUCT INCLUDING PESTICIDE PRODUCTS, WHETHER MANUFACTURED AND/OR DISTRIBUTED BY CORTEVA OR ANY OTHER PARTY.

8. ADDITIONAL PROVISIONS:

Grower agrees to communicate all applicable terms, conditions and restrictions on Seed whether under this Agreement, a Guide, an Update Notification or otherwise to all persons and entities possessing or taking an interest in Grower's Seed and grain therefrom.

Except as provided herein, notices to Grower or to Corteva shall be sent to the addresses specified in sections A, B or D above.

Grower agrees that should any information provided to Corteva herein change, Grower will promptly notify Corteva via section D above.

Nothing in this Agreement shall be construed as a grant or license from Corteva to the Grower for the use of any Corteva trademark. Grower is required to enter a separate trademark license from Corteva to use any Corteva trademark(s), including but not limited to those marks associated with the Enlist trait, seed, technology or products.

Grower's rights under this Agreement may not be transferred or assigned to any other person, entity or third party without the prior written consent of Corteva.

This Agreement (including documents and updates incorporated herein pursuant to Article 3 hereof) constitutes the entire agreement between Grower and Corteva regarding the use of Purchased Seed and Corteva Sourced Technology. All prior agreements and understandings between Grower and Corteva with respect to Purchased Seed and Corteva Sourced Technology are hereby superseded.

If any provision in this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

The failure of Corteva or any Third-Party Technology providers to exercise one or more of its rights under this Agreement on one or more occasions shall not be deemed a waiver to exercise such right(s) on one or more subsequent occasions.

No class actions: Any dispute arising out of or relating to this Agreement 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 any class, collective, or other representative action of any kind against Corteva.

Jurisdiction and Governing Law: The interpretation and enforcement of this Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada without regard to its choice of law provisions. THE PARTIES AGREE TO CONSENT TO THE JURISDICTION OF THE APPROPRIATE ONTARIO COURT OR FEDERAL COURT OF CANADA FOR ALL DISPUTES ARISING UNDER THIS AGREEMENT. GROWER ACKNOWLEDGES THAT CORTEVA RESERVES ALL RIGHTS TO INITIATE AND PURSUE CLAIMS FOR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS IN THE FEDERAL COURT OF CANADA IN ANY PLACE THAT COURT SITS. Grower and Corteva unconditionally waive any right to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Agreement.

Enforcement Costs: Grower agrees that Corteva and any owners of the patents covered by this Agreement shall be entitled to recover any costs or expenses, including, but not limited to, court costs or reasonable attorneys' fees, it incurs in enforcing its rights under this Agreement.