

**FGI HarvXtra® Alfalfa with Roundup Ready® Technology**

**Seed and Feed Use Agreement**

## As part of the stewardship plan to grow HarvXtra® Alfalfa with Roundup Ready® Technology (HvXRR) in a responsible manner, all HvXRR seed, as well as the forage produced from this seed (hay products), must be contained within Canada for domestic use only.

## This HvXRR Seed and Feed Use Agreement (SFUA) is an important part of the stewardship plan; it seeks to ensure that HvXRR seed and hay products produced from HvXRR seed are not shipped to countries which have not approved import or use of such seed or products. The SFUA also seeks to avoid contamination of hay products derived from conventional seed by products derived from HvXRR seed.

Until further notice, HvXRR seed can only be sold to and planted by growers who agree to use the forage produced for livestock on their own farming operation in Canada OR agree to only sell this forage directly to producers who agree to feed this forage to their livestock and keep all forage in Canada for domestic use only and not export this forage to other countries, specifically including China.

To establish and document awareness and compliance, this SFUA must be signed by both the grower and the seed dealer, and must be received by the seed company *prior* to shipment of this seed to the dealer for delivery to and planting by the grower.

 **Grower Agreement and Certification**

I agree to plant HvXRR seed on property that I farm located in Canada, solely for the purpose of domestic alfalfa hay product production, and not for seed production.

I agree that I will only use the alfalfa hay products derived from HvXRR seed as feed on property that I farm in Canada or sell to another person or entity who has agreed to use it for livestock feed on property they farm within Canada and not to export such products to other countries, including China.

Under no circumstances, will I sell hay products derived from HvXRR seed to persons or entities for use outside of Canada, and specifically not to China, nor will I sell, barter, or trade alfalfa hay products derived from HvXRR seed with any person or entity that may allow such products to be transferred to other countries, specifically including China, until I am released in writing from this obligation by Forage Genetics International, LLC (FGI).

## I understand that I may be required to provide copies of records, receipts, and other sales-related documents to Corteva Agriscience™, including during an audit or inspection, consistent with the Corteva Agriscience Product Use Guide (Corteva Agriscience PUG), including the portions relating to HarvXtra Alfalfa with Roundup Ready technology, and I will comply with such requests.

Corteva Agriscience may provide such information to Forage Genetics International, LLC (FGI).

I agree I will not plant HvXRR in the provinces of Manitoba, Saskatchewan, Alberta, British Columbia, Yukon, or Northwest Territories until released in writing from this obligation by FGI.

I agree that any of my hay products may be subject to inspection or testing by FGI or a third party to ensure I am in compliance with this SFUA, and I will comply with such requests.

I certify that I will cooperate in good faith with FGI, shippers, and testers, when applicable, to ensure that hay products produced from my HvXRR crops are not shipped to China or other countries which may lack all necessary approvals for such imports, and that such products do not contaminate conventional alfalfa seed, crops or other hay products.

I agree to immediately report to Corteva Agriscience any shipment of hay products derived from HvXRR which I have reason to believe may be shipped to China.

I understand and agree that this SFUA is both a binding contract with Corteva Agriscience, FGI, and an additional term and condition of the Corteva AgrisciencePUG. This SFUA is enforceable on its own as well as under the Corteva Agriscience PUG.

## By signing this agreement:

I will use the hay produced from my HvXRR as feed on property that I farm.

and/or

I plan to sell all or a portion of my hay produced from my HvXRR, but will keep this hay separate and only sell it to a livestock producer who will use it solely for livestock feed within Canada, as provided above.

 Farm Name Business Partner ID Number

 Grower Name (Must Match Business Partner ID Number) HarvXtra Alfalfa Variety Name

 City Province Postal Code Units of Seed Ordered Acres to be planted

 Grower Signature Date Signed Anticipated Planting Date (mm/dd/year)

# Seed Dealer Agreement and Certification

I acknowledge I am an authorized dealer for a seed company licensed to sell HvXRR, will follow all legal guidelines, and understand that my seed company must receive this form before the HvXRR seed for this grower will be shipped to me.

I have reviewed the terms of this form, including the Grower’s Agreement and Certification, with the grower.

I verify that I have explained to the grower that HvXRR seed is for forage use in Canada only and that it must either be solely for feed use on property the grower farms or sold only to livestock producers who

agree to use the forage solely for feed use on properties they farm in Canada. I have also explained to the grower that the grower is prohibited from exporting hay products or contracting with another person or entity that may export such hay products, including to China or other countries.

I further verify that the grower signed above in my presence, and under no circumstances shall I sell the HvXRR seed I received from the seed company to anyone other than this grower and to growers with whom I have co-signed a valid SFUA.

 Dealership Name Dealership Representative Name

 City Province Postal Code Phone Number

 Dealer Representative Signature Date Signed