



For Office Use Only

DOW AGROSCIENCES CANADA INC. TECHNOLOGY USE AGREEMENT

This Technology Use Agreement is entered into by the Grower and DAS to set forth the terms upon which the Grower shall use Purchased Seed. By signing below, the undersigned agrees that: (1) he/she has read and understands the terms of this Agreement, (2) he/she is fully authorized to enter into this Agreement on behalf of the Grower identified in the Grower Information Section below, and (3) the terms of this Agreement will be legally binding on the Grower and all persons for which the undersigned and the Grower obtain Seed or use Purchased Seed and all persons that will plant and grow crops from Purchased Seed on behalf of the undersigned and the Grower.

Business Entity Name (if applicable)
Grower/Authorized Signature
Printed Name of Person Signing
Title of Person Signing (e.g., Operation Owner) Date (Month/Day/Year)

Please send WHITE COPY of completed agreement to Dow AgroSciences using one of the following options:
1. SCAN & EMAIL agreements@agcelerate.com
2. FAX: 1.704.919.5581
3. MAIL: AgCelerate PO Box 221679 Charlotte, NC 28222-1679

Dow AgroSciences may send to you product information, samples and offers that may be of interest to you from time to time by way of electronic messages. Please check the box to indicate if you would like to receive such information, samples and offers from DAS: YES [ ]
You may later withdraw your consent to receive these materials from us. For further information about DAS privacy policy, see Article 4, or to contact DAS, see Article 6.

SECTION A Grower Information Please Print Clearly

Business Type: [ ] Corporation [ ] Partnership [ ] Limited Liability Company (LLC) [ ] Sole Proprietorship (Check One)

Full Grower's or Authorized Representative's Name (First/Middle/Last) and Title (e.g., Manager)

Farm or Business Name:

Business Mailing Street Address:

City/Town: Province: Postal Code:

Additional Contact Name:

911 Address:

Business Phone: Cell Number: Fax Number:

Email Address:

If the above information changes, Grower agrees to promptly notify Dow AgroSciences of the changes at 1.877.4TRAITS (1.877.487.2487).

SECTION B Seed Retailer Information Please Print Clearly

Business Name: Business Phone:

City/Town: Province: Postal Code:

1. DEFINITIONS: Each of the following terms shall have the meaning specified below:
"Agreement" means this Technology Use Agreement, the then current (i) Product Use Guide(s), and (ii) Annual Technology Notification(s).
"Annual Technology Notification" means a yearly communication to Growers with updated information regarding new and existing DAS Sourced Technology, including Canada patents licensed under this Agreement and any new or modified terms (among other things). The Annual Technology Notification(s) for Purchased Seed shall become a part of this Agreement, and Grower's use of DAS Sourced Technology following receipt of any Annual Technology Notification for Purchased Seed constitutes Grower's acceptance of all terms in the Annual Technology Notification.
"Colex-D Technology" means a DAS-proprietary herbicide technology package comprised of 2,4-D choline, advanced formulation science and innovative manufacturing processes that is specifically designed to provide ultra-low volatility, minimized potential for physical drift, decreased odor and improved handling characteristics.
"DAS" and "Dow AgroSciences" mean Dow AgroSciences LLC and its affiliated companies, including Dow AgroSciences Canada Inc, with an address at 2400, 215 - 2 Street SW, Calgary, Alberta T2P 1M4.

"DAS Authorized Herbicide Product(s)" means agricultural products that contain either 2,4-D herbicides featuring Colex-D Technology, or AOPP herbicides, or both, that are expressly labeled for use in conjunction with Enlist™ Crops and are specified in a Product Use Guide. Only 2,4-D herbicides considered to be DAS Authorized Herbicide Product(s) are those featuring Colex-D Technology.
"DAS Licensee" means an entity that has a valid, in force agreement with DAS granting it a license to produce and sell DAS seed trait technology in its seed products.
"DAS Sourced Technology" means proprietary germplasm and all current and future seed trait technology as set forth in applicable Annual Technology Notification(s). DAS Sourced Technology currently covered as Licensed Rights by this Agreement include those listed in Annual Technology Notification(s) provided at the time of execution of this Agreement.
"Enlist Crops" means crops grown from Purchased Seed containing Enlist herbicide tolerance trait(s).
"Grower" means the person identified in Section A of this Agreement.
"Licensed Rights" mean 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 DAS Sourced Technology and DAS Authorized Herbicide Products, that are reasonably necessary for Grower's exercise of the limited license granted under Article 2 with respect to Purchased Seed or Seed Stock. The Licensed Rights as of any date of determination are set forth in the current Annual

Technology Notification.
"Product Use Guide" and "Guide" mean the document(s) published and updated by DAS from time to time, which specify, among other things, stewardship management practices for Seed and DAS Authorized Herbicide Product(s). The Grower's use of DAS Sourced Technology following receipt of any Guide constitutes Grower's acceptance of all terms in the Guide(s).
"Production Crop" means seed that Grower produces for DAS or a DAS Licensee pursuant to a valid production agreement, which crop is controlled by DAS or the DAS 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 DAS are parties, as amended pursuant to Annual Technology Notification(s) or otherwise.
"Representatives" means DAS representatives and representatives of any owner of DAS Sourced Technology.
"Seed" means agricultural planting seed containing DAS Sourced Technology. "Seed" may contain Third-Party Trait Technology that is subject to the provider's separate licensing arrangements.
"Seed Seller" means those entities authorized by DAS to sell Seed.
"Seed Stock" means seed that is owned by DAS or a DAS 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 DAS.

## 2. LIMITED LICENSE:

Upon acceptance by DAS of this Agreement, unaltered and duly executed by Grower, Grower is granted and hereby accepts, on and subject to the terms of this Agreement, a limited, non-transferable, revocable, non-exclusive license by DAS under the Licensed Rights to i) purchase Seed from a Seed Seller and to plant Purchased Seed to produce a single commercial crop in Canada, or ii) if Grower has entered into a current and valid seed production agreement with DAS or a DAS 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 DAS or the DAS licensee. In addition, when Grower purchases or receives Seed Stock and plants Purchased Seed or Seed Stock containing Enlist™ technology, Grower shall receive a limited license to use DAS Authorized Herbicide Products 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, seed produced from Seed or Seed Stock or DAS 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, DAS or a DAS Licensee;
- Save or use any seed produced from Seed or Seed Stock for planting by Grower or any other third party;
- Use 2,4-D products without Colex-D Technology in conjunction with Enlist Crops;
- Use any phenoxy auxin herbicides (e.g., 2,4-DB, MCPA, dichlorprop, MCPB, mecoprop) or AOPP herbicides (e.g., quizalofop, cyhalofop, haloxyfop, diclofop, fenoxaprop, fluzifop) other than DAS Authorized Herbicide Products in conjunction with Enlist Crops;
- Use any pyridine auxin herbicides (e.g., triclopyr, fluroxypyr) in conjunction with Enlist Crops; or
- Use or allow others to use Seed, Seed Stock, seed produced from Seed or Seed Stock or any plant material produced from Seed for crop breeding, seed production (except under a valid production agreement with DAS or a DAS Licensee), research (including agronomic testing or generation of comparative data against seed containing Third-Party Trait Technology), or generation of regulatory approval data.

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

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

Until this Agreement is terminated as set out in Article 5, the Annual Technology Notification is incorporated herein and deemed a material part of this Agreement once posted on the DAS website ([www.traitstewardship.com](http://www.traitstewardship.com)). For so long as Grower has a valid Agreement in effect with DAS, DAS will send copies of Annual Technology Notification to Grower. Until this Agreement is terminated or superseded as set out in Article 5, new Guides are incorporated herein and deemed a material part of this Agreement once posted on the DAS website ([www.traitstewardship.com](http://www.traitstewardship.com)). Current Guide(s) will be available from Seed Sellers, from DAS directly and/or on the DAS website ([www.traitstewardship.com](http://www.traitstewardship.com)).

Until this Agreement is terminated as set out in Article 5, terms of use set forth on the packaging of Purchased Seed are incorporated herein and deemed a material part of this Agreement. **Grower acknowledges and agrees that updates of this Technology Use Agreement, any Annual Technology Notification and any Product Use Guide published from time to time by DAS are incorporated herein and deemed a material part of this Agreement once posted on the DAS website ([www.traitstewardship.com](http://www.traitstewardship.com)).** Grower's use of Seed after DAS posts on the DAS website ([www.traitstewardship.com](http://www.traitstewardship.com)) updates of this Agreement, an Annual Technology 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 Annual Technology Notification, (ii) the Technology Use Agreement, (iii) relevant Guide(s), in each of (i), (ii), and (iii), as posted on [www.traitstewardship.com](http://www.traitstewardship.com) 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 Annual Technology 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 set forth on the packaging of the Purchased Seed, and product labels associated with DAS Sourced Technology and DAS Authorized Herbicide Products.

Grower agrees to follow all Insect Resistance Management (IRM) requirements set forth in the Guide(s), including any to establish and maintain a refuge.

Grower acknowledges and agrees that the only 2,4-D herbicides included in DAS Authorized Herbicide Products feature Colex-D Technology.

Grower agrees to provide reasonable cooperation to DAS and the Representatives in connection with their efforts to verify Grower's compliance with stewardship, IRM and other requirements hereof, including completing written and oral questionnaires.

Grower authorizes the Representatives to enter upon land where Grower has planted or is growing Seed as well as any refuge area for purposes of examining the land and Grower's crop and taking samples thereof. Such inspection, examination or sampling shall be available to DAS and the Representatives only after DAS or the Representatives deliver or mail to the Grower written notification at least seven days in advance and DAS or the Representatives also have reasonably attempted to discuss the visits with the Grower in advance of the visit. DAS will indemnify Grower for entry of DAS employees or the Representatives onto land, but not for Grower's gross negligence or a violation of the law.

Upon the request of the Representatives, Grower shall furnish copies of invoices for Grower's purchases of Purchased Seed and DAS Authorized Herbicide(s), and Grower will disclose to the Representatives certain information to confirm compliance with this Agreement, including the locations of all fields planted with crops containing DAS Sourced Technology, the identities of all herbicides applied to these fields, and other data as specified in the Guide(s). Grower hereby consents to the collection, use and disclosure of Grower's personal or company data and purchase information by and among: (i) DAS and its affiliated companies, including parents, subsidiaries and affiliates; (ii) retailers, including Seed Sellers, from which Grower purchases DAS products; and (iii) DAS partners and service providers (AgData Ltd., DocuSign Inc., Cultura Technologies Inc. and AgCollect), for the purpose of administering DAS offers, including validation of product purchases and calculation/ issuance of rebates and rewards. If Grower is an individual, Grower understands that his or her personal information may be transferred outside of Canada to the United States for this purpose and that he or she may obtain more information regarding the collection, use and disclosure of personal information by reviewing DAS' privacy policy at: [www.dowagro.com/company/privacy/index.htm](http://www.dowagro.com/company/privacy/index.htm). Grower understands, by completing and signing this Agreement, that Grower is eligible to participate in DAS offers but is under no obligation to participate in any offer, now or in the future, and that if Grower is an individual, he or she may withdraw consent to the collection, use and disclosure of his or her personal information at any time.

## 5. TERM AND TERMINATION:

This Agreement, once signed by Grower and accepted by DAS, will remain in effect until terminated or superseded. Grower or DAS may terminate this Agreement at any time for any reason by sending notice of termination to the other party at the address specified above.

In addition to the foregoing, DAS reserves the right to revoke Grower's right to use one or more particular DAS Sourced Technology upon notice to Grower. In the case of termination by Grower, such notice of termination must include Grower's full name and address.

Upon termination of this Agreement or a license granted hereunder with respect to any DAS Sourced Technology for any reason (i) Grower shall terminate the use of any and all Seeds containing the affected DAS Sourced Technology; (ii) Grower shall return unused Seeds containing such DAS Sourced Technology to DAS at Grower's cost; and (iii) Grower will no longer have a right to purchase or use Seed containing such DAS Sourced Technology. Notwithstanding the foregoing, Grower's obligations and DAS' rights that arose under the Agreement prior to termination will continue in effect.

## 6. NOTICES:

Notices to DAS shall be sent to Dow AgroSciences Canada Inc. at 2400, 215 - 2 Street S.W., Calgary, Alberta T2P 1M4

## 7. DAS SOURCED TECHNOLOGY FEES:

Grower agrees to pay DAS or DAS Licensee or its designated Representative all applicable fees that are a part of, or associated with or collected with the purchase and use of any Seed and/or DAS Sourced Technology upon DAS' payment terms then in effect. DAS reserves the right to change the amount of and how it charges DAS Sourced Technology fees. Grower shall pay interest to DAS 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 date when such fees become due and payable until fully

paid. Any payments received by DAS may be applied to unpaid fees, interest or other charges in DAS' discretion.

## 8. LIMITATIONS OF WARRANTIES AND REMEDIES:

DAS warrants that the DAS Sourced Technology contained in the Purchased Seed licensed hereunder conform to the written description(s) in the Annual Technology Notification(s) and on the packaging of the Purchased Seed. This warranty applies only to the DAS Sourced Technology contained in the Purchased Seed.

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

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

**GROWER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS, INCLUDING CLAIMS ALLEGING STRICT LIABILITY OR NEGLIGENCE, SHALL BE LIMITED TO REPAYMENT OF THE AMOUNT OF THE PURCHASE PRICE FOR THE AFFECTED PURCHASED SEED. IN NO EVENT SHALL DAS, ITS AFFILIATES, DEALERS OR LICENSEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH SEED AND/OR DAS SOURCED TECHNOLOGY.**

## 9. THIRD-PARTY TRAIT PROVIDERS:

Grower agrees that this Agreement is entered into for the benefit of Third-Party Trait Technology providers to the extent that their Third-Party Trait Technologies are licensed as DAS Sourced Technology hereunder and, as third-party beneficiaries, these Third-Party Trait Technology providers are entitled to enforce the provisions of this Agreement, as such provisions may pertain to their respective Third-Party Trait Technologies, against Grower, including maintaining a legal action directly against Grower.

In the case of some Third-Party Trait Technology contained in Seed and identified in the Guide, Grower may be required to obtain a limited license to use such technology directly from the owner (or an authorized agent of the owner) of such Third Party Trait Technology.

## 10. ADDITIONAL PROVISIONS:

- Grower agrees to communicate all applicable terms, conditions and restrictions on Seed whether under this Agreement, a Guide, an Annual Technology Notification or otherwise to all persons and entities possessing or taking an interest in Grower's Seed and grain there from.
- Except as provided herein, notices to Grower shall be sent to the address specified in Section A.
- Grower agrees that should any information provided to DAS under this Agreement change, Grower will promptly notify DAS.
- Nothing in this Agreement shall be construed as a grant or license from DAS to Grower for the use of any DAS trademark. Grower is required to enter a separate trademark license from DAS to use any DAS trademark(s), including 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 written consent of DAS.
- This Agreement shall benefit and be binding on the parties and their respective heirs, personal representatives, successors and permitted assigns.
- This Agreement (including documents and updates incorporated herein pursuant to Article 3), constitutes the entire agreement between Grower and DAS regarding the use of Purchased Seed and DAS Sourced Technology. All prior agreements and understandings between Grower and DAS with respect to Purchased Seed and DAS 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 DAS or any Third-Party Trait 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.
- Governing Law: The interpretation and enforcement of this Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada without regard to its choice of laws provisions.
- Enforcement Costs: Grower agrees that DAS and any owners of the patents covered by this Agreement shall be entitled to recover any costs, including court costs or reasonable attorney's fees it incurs in enforcing its rights under this Agreement.



## DOW AGROSCIENCES CANADA INC. ANNUAL TECHNOLOGY NOTIFICATION – 2018

You are receiving this 2018 Annual Technology Notification because you have signed a DOW AGROSCIENCES CANADA INC. TECHNOLOGY USE AGREEMENT to gain access to DAS Sourced Technology.

This 2018 Annual Technology Notification is incorporated into and a material part of your Dow AgroSciences Technology Use Agreement. You may request a duplicate copy of your signed agreement by calling 1-800-901-0012.

As provided in the Technology Use Agreement, this Annual Technology Notification communicates important information to you about new and existing DAS Sourced Technologies as well as any new or modified terms in the Technology Use Agreement.

**Always read and follow the Dow AgroSciences Canada Inc. Technology Use Agreement and applicable Product Use Guides.**

**Current Product Use Guides and current Patent information for DAS Sourced Technology are available at [www.traitstewardship.com](http://www.traitstewardship.com), or by contacting Dow AgroSciences toll free at 1-800-667-3852.**

**Important Reminder:** Your use of Seed containing DAS Sourced Technology following receipt of this Annual Technology Notification constitutes your acceptance of all terms in this Notification.

®™ Trademark of The Dow Chemical Company (“Dow”) or an affiliated company of Dow. Always follow grain marketing and IRM requirements and pesticide label directions. The information presented here is not an offer for sale.