

This Seed and Technology Use Agreement ("Agreement") is entered into between the grower ("You") and Provider and provides You the opportunity to purchase and plant proprietary plant varieties and hybrids including, but not limited to, alfalfa, canola, corn, sorghum, soybean, sunflower, wheat and any other seed sold or provided by Provider ("Seed"). The Agreement covers plant varieties and hybrids which are covered by intellectual property protection, which may include plant variety certificates and applications, confidential information, trade secrets and patent applications and patents, which may include, but are not limited to, patented germplasm, transgenic traits, native traits, transformation technologies, methods of use, breeding methods, Genuity® Roundup Ready 2 Yield® Soybeans, Genuity® Roundup Ready 2 Xtend® Soybeans, Roundup Ready® Corn 2, the LibertyLink® gene, the Herculex® I insect protection trait, the Herculex® RW rootworm protection trait, the Herculex® XTRA traits, the YieldGard® Corn Borer gene, the Agrisure Viptera® 3110 trait stack, the Agrisure Viptera® trait, the Agrisure® RW gene, other traits and technologies and/or any combination of these traits and technologies ("Technology"). By signing this Agreement You also agree to comply with stewardship responsibilities and requirements associated with the use of Seed and Technology.

**1. GOVERNING LAW:**

This Agreement and the parties' relationship shall be governed by the laws of the State of Iowa and the United States (without regard to the choice of law rules).

**2. YOU AGREE:**

- To accept and continue the obligations of this Agreement on any land purchased, owned, leased, rented, or farmed by You that has Seed planted on it by a previous owner or possessor of the land; and to notify in writing purchasers or lessees of land owned by You that has Seed planted on it that the Technology is subject to this Agreement and they must have or obtain their own Seed and Technology Use Agreement.
- To acquire Seed containing the Technology only from seed companies with technology license(s) from Provider for the applicable Technology or from a licensed company's retailer authorized to sell such licensed Seed.
- To acquire seed only from authorized seed companies (or their authorized retailers) with appropriate and applicable licenses.
- To use Seed containing Technology solely for planting a single commercial crop in a single season.
- To comply with all rights and restrictions set forth on the bag and tag accompanying the Seed, which are hereby incorporated by reference.
- To read and follow the applicable Product Use Guide(s) ("PUG") as may be amended from time to time, which are incorporated into and are a part of this Agreement. You must cooperate and comply with the requirements set forth in the PUG and follow the best management practices, recommendations and guidelines provided in those documents.
- To implement an Insect Resistance Management ("IRM") program as specified in the appropriate Product Use Guide(s); to comply with IRM requirements; to cooperate with IRM programs, on-farm IRM compliance assessments, and research. The IRM program requires You to plant a corn refuge and follow EPA-mandated use restrictions as outlined in the appropriate Product Use Guide(s). Failure to follow IRM requirements can result in loss of access to corn borer protected and corn rootworm protected hybrids for at least one year.
- That Your information such as name, address, and phone number(s), which Provider has on file, may be sent to a third party auditor to conduct an IRM compliance assessment and to check for compliance with this or any other agreement with Provider.
- To provide Provider copies of any records receipts, or other documents that could be relevant to Your performance of this Agreement, including but not limited to, Summary Acreage History Reports, Form 578 (producer print), Farm and Tract Detail Listing and corresponding aerial photographs Risk Management and Agency claim documentation, and dealer/retailer invoices for seed, technology and chemical transactions. Such records shall be produced following Provider actual or attempted communication to You, including oral communication, and not later than seven (7) days after the date of any written communication, including a letter.
- To participate with the third party conducting an on-farm IRM compliance assessment.
- That the IRM requirements set forth in the current Product Use Guide(s) and referred to in this Agreement supersede the IRM requirements set forth in any previously executed agreement or Product Use Guide(s).
- To plant and/or clean Seed for Seed production, if and only if, You have entered into a valid, written Seed production agreement with a seed company that is licensed by Provider to produce Seed. You must either physically deliver to that licensed seed company or must use or sell as grain for feeding or processing all of the Seed produced pursuant to a Seed production agreement.
- To direct crops, grain, or material produced from Seed 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. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted.
- To identify and to allow Provider and its representatives access to Your owned, leased, and/or farmed land (including refuge areas) and bins, wagons, equipment, work areas, seed storage areas, or seed storage containers used or under the control or direction of You, for purposes of examining and taking samples of crops, crop residue, grain, or seeds located therein. Such inspection, examination or sampling shall be available to Provider and its representatives only after Provider delivers or mails to You a written notice at least seven (7) days in advance, and Provider also has reasonably attempted to discuss the visits with You in advance of the visit. Provider will indemnify You for entry of Provider employees onto land, but not for Your gross negligence or a violation of law.
- Not to save or clean crop or grain produced from Seed for planting or replanting, not to plant or replant Seed for production other than for Provider or a Provider licensed seed company under a seed production contract.
- Not to transfer any Seed containing Technology to any other person or entity for planting.
- To pay all fees and charges due to Provider that are part of, associated with or collected in association with any Seed or Technology purchase, or any associated invoice.
- You shall not do research on or with, plant and shall not transfer to others for research or planting, any Seed that the You have produced containing Technology for crop breeding, molecular characterization including in the broadest sense possible: genetic profiling, sequencing, analyzing molecular species, isolating molecular species, subjecting to molecular marker analysis (including, but not limited to, using PCR, hybridization or any other technique requiring the inquiry of a nucleic or amino acid, whether directly or indirectly), genotyping, DNA fingerprinting, and/or use of double-haploid technology, research, or generation of herbicide registration data. You may not conduct research on Seed or on grain or crop produced from Seed other than to make agronomic comparisons and conduct yield testing for Your own use
- To allow Provider to obtain Your internet service provider ("ISP") records to validate Your electronic signature, if applicable.

**YOU, THE GROWER, BY SIGNATURE ON THIS DOCUMENT, AGREE THAT ALL OTHER PARTIES RELEVANT TO THIS AGREEMENT ARE BOUND BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LAND OWNER, CONTRACTOR, EMPLOYEE, AND/OR AGENT THAT MAY HAVE CONTROL OVER ANY PART OF THE LAND, EQUIPMENT, OR SEED PROVIDED, OR THAT MAY BE REQUIRED FOR PRODUCTION OF THE GRAIN PRODUCED.**

If You have any questions about this Agreement, contact AgVenture at (888) 999-0859. For details of the required IRM program and requirements, see the appropriate Product Use Guide(s). A copy is available from Your seed provider.

**I, the undersigned Grower, acknowledge that I have read and understand the terms of this Seed and Technology Use Agreement and that I agree to them.**

Date: \_\_\_\_\_ VPMMaxx ID#: \_\_\_\_\_

Grower Signature: \_\_\_\_\_

PRINTED Grower Name: \_\_\_\_\_

PRINTED Farm/Business: \_\_\_\_\_

PRINTED Grower Address: \_\_\_\_\_

Witness Signature: \_\_\_\_\_  
(Witness Signature must be a signed AgVenture representative)

PRINTED Witness Name: \_\_\_\_\_

Thank You for choosing our advanced technologies. We look forward to working with You in the future.

**3. YOU RECEIVE FROM PROVIDER:**

- A limited use license to purchase and to plant Seed 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.
- Provider licenses to You, Technology protected under U.S. intellectual property law subject to the conditions listed in this Agreement. These licenses do not authorize You to plant Seed in the U.S. that has been purchased in another country or plant Seed in another country that has been purchased in the U.S. You are not authorized to transfer Seed to anyone outside of the U.S.

**4. YOU UNDERSTAND:**

- Provider is a member of Excellence Through Stewardship® (ETS). Provider products are commercialized in accordance with ETS Product Launch Stewardship Guidance, and in compliance with Provider'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. Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship. You understand that all IRM and stewardship obligations herein and in the PUG and on bag, and tag are requirements for planting, and You agree to comply with all such IRM and stewardship requirements.

**5. GENERAL TERMS:**

Your rights may not be transferred to anyone else without the prior written consent of Provider. If Your rights are transferred with Provider's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights. If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect. You acknowledge that You have received a copy of Provider's PUG. To obtain additional copies of the PUG, contact AgVenture, Inc. at (888) 999-0859 or go to [www.agventure.com](http://www.agventure.com). Once effective, this Agreement will remain in effect until either You or Provider terminates the Agreement, as provided in Section 6 below. Information regarding new and existing Technology, including any additions or deletions to the U.S. patents licensed under this Agreement, and any new terms will be mailed to You each year, and continuing use of Technology after receipt of any new terms constitutes Your agreement to be bound by the new terms. Use of Seed or Technology also constitutes acceptance of terms printed on Seed bag or container labels, tags, invoices, and any other material provided with Seed including stewardship responsibilities.

**6. TERMINATION:**

You may terminate this Agreement, effective immediately, by delivering written notice to Provider. Any termination notice by You must be delivered to AgVenture, Inc., 7300 NW 62<sup>nd</sup> Avenue, P.O. Box 7034, Johnston, IA 50131. Provider may terminate this Agreement, in whole or in part, by delivering written notice to You. If this Agreement is terminated pursuant to such a notice, Your responsibilities and the other terms herein shall survive (such as, but not limited to, Your obligation to use Seed for planting a commercial crop in a single season) as to Seed previously purchased by You. In the event You violate the terms of this Agreement, then Your rights under this Agreement shall automatically terminate. However, Your responsibilities and the other terms herein shall survive as to all Seed purchased or used by the You (such as, but not limited to, Your obligation to use Seed for a single commercial crop, Your obligation to pay Provider for its attorneys' fees, costs and other expenses incurred in enforcing its rights under this Agreement, and Your agreement to the choice of law and forum selection provisions contained herein). Further, You shall not be entitled to obtain a future limited-use license from Provider unless Provider provides You with specific written notice expressly recognizing the prior breach and prior termination of the limited-use license and expressly granting and/or reissuing the limited-use license previously obtained (and terminated) pursuant to this Agreement. You expressly acknowledge that Your submission of a new Seed and Technology Use Agreement and Provider's issuance of a new Seed and Technology Use Agreement shall not satisfy the specific written notice reference above and that any such action shall have no legal effect. If You are found by any court to have breached any term of this Agreement and/or to have infringed one or more of the U.S. patents listed below, You agree that, among other things, Provider and others whose patented technology are contained herein, as appropriate, shall be entitled to preliminary and permanent injunctions enjoining You and any individual and/or entity acting on Your behalf or in concert therewith from making, using, selling, or offering Seed for sale. Additionally, You agree that any such finding of infringement by You shall entitle Provider and those who have patented technology within the Seed, as appropriate, to patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et. seq. You will also be liable for all breach of contract damages. If You are found by any court to have infringed one or more of the U.S. patents listed below or otherwise to have breached this Agreement, You agree to pay Provider and the licensed Technology provider(s), as appropriate, their legal fees and all costs and other expenses incurred in enforcing rights under this Agreement including, but not limited to, expenses incurred in the investigation of the breach of this Agreement and/or infringement of one or more of the U.S. patents listed herein.

You accept the terms of the following NOTICE REQUIREMENT, LIMITED WARRANTY AND DISCLAIMER OF WARRANTY AND EXCLUSIVE LIMITED REMEDY by signing this Agreement and/or opening a bag or container of Seed. If You do not agree to be bound by the conditions of purchase or use, You agree to return the unopened containers to Your seed retailer within 10 business days.

**Licensed or applicable U.S. patented technologies herein may include patents on germplasm, native traits, methods of production and the like, and Technology. Patents for products covered by the Agreement may be found at [pioneer.com/technologyagreement](http://pioneer.com/technologyagreement).**

**7. NOTICE REQUIREMENT:**

As a condition precedent to You or any other person with an interest in Your crop asserting any claim, action, or dispute against Provider and/or any seller of Seed regarding performance or non-performance of this Agreement or the Technology or Seed described herein, You must provide Provider a written, prompt, and timely notice (regarding performance or non-performance of this Agreement or the Technology or Seed described herein) as well as to the seller of any Seed (regarding performance or non-performance of this Agreement or the Technology or Seed described herein) 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 You first observe the issue(s) regarding performance or non-performance of this Agreement or the Technology or Seed described herein. The notice shall include a statement setting forth the nature of the claim, name of the Technology, and Seed.

**8. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES:**

Provider warrants that the Seed and Technology licensed hereunder will perform as set forth in the PUG when used in accordance with directions. This warranty applies only to Seed and Technology contained in Seed planted for a commercial crop, that has been purchased from Provider and seed companies licensed by Provider or the seed company's authorized retailers or distributors.

EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, PROVIDER MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

**9. YOUR EXCLUSIVE LIMITED REMEDY:**

THE EXCLUSIVE REMEDY OF YOU AND THE LIMIT OF THE LIABILITY OF PROVIDER OR ANY SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES RESULTING FROM THE USE OR HANDLING OF SEED (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, TORT, OR OTHERWISE) SHALL BE THE PRICE PAID BY YOU FOR THE QUANTITY OF THE SEED INVOLVED OR, AT THE ELECTION OF PROVIDER OR THE SEED SELLER, THE REPLACEMENT OF THE SEED. IN NO EVENT SHALL PROVIDER OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

**10. FORUM SELECTION FOR CLAIMS MADE BY YOU AND ALL OTHER CLAIMS:**

THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, AND THE CIRCUIT COURT OF THE COUNTY OF POLK, IOWA, FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SEED OR THE TECHNOLOGY. THE PARTIES WAIVE ANY OBJECTION TO VENUE IN THE EASTERN DIVISION OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, INCLUDING THOSE BASED, IN WHOLE OR IN PART, ON THE DIVISIONAL VENUE LOCAL RULE(S) OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA.

Products are provided subject to the terms and conditions of purchase which are part of the labeling and purchase documents © 2016 PHIL.

®, TM, SM Trademarks and service marks of DuPont, Pioneer or their respective owners. Genuity®, Roundup Ready®, Roundup®, Roundup Ready 2 Yield®, Roundup Ready 2 Xtend® and YieldGard® are registered trademarks of Monsanto Technology LLC used under license. Herculex® Insect Protection technology by Dow AgroSciences and Pioneer Hi-Bred. Herculex® is a registered trademark of Dow AgroSciences LLC. Agrisure® and Agrisure Viptera® are registered trademarks of, and used under license from, a Syngenta Group Company. Agrisure technology incorporated into these seeds is commercialized under a license from Syngenta Crop Protection AG. LibertyLink® is a trademark of Bayer.

\* Provider is Pioneer Hi-Bred International, Inc.