

## STEWARDSHIP AGREEMENT

<p><b>Section A</b> <b>GROWER INFORMATION – Complete This Section - PLEASE PRINT CLEARLY</b></p> <p>Grower Name (Last, First, MI) _____</p> <p>Farming or “Doing Business As” (d/b/a/ Name): _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Business Phone: _____ County: _____</p> <p>E-mail Address: _____</p> <p>Customer ID #: <u>(Assigned by Syngenta)</u> Technology #: <u>(Assigned by Syngenta)</u></p> <p>Dealer Name: <u>Clifton Seed Company</u></p> <p>Dealer Number: _____ (Office Use Only)</p> <p>Dealer Phone: <u>(910) 267-2690</u></p> <p>Third Party Syngenta-Licensee: _____ (Office Use Only)</p>	<p>YOU, THE UNDERSIGNED GROWER, HEREBY ACKNOWLEDGE AND AGREE THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS STEWARDSHIP AGREEMENT; (2) THIS IS A LEGALLY BINDING CONTRACT; (3) YOU ARE FULLY AUTHORIZED TO ENTER INTO THIS STEWARDSHIP AGREEMENT; AND (4) YOU ARE VOLUNTARILY ENTERING INTO THIS STEWARDSHIP AGREEMENT.</p> <hr/> <p><b>Grower Signature</b> _____ <b>Date</b> _____ (individual at farm level responsible for planting)</p> <hr/> <p><b>Grower Name (Please Print Clearly)</b></p> <p>Thank you for choosing one or more of the Licensed Technology. Return this Stewardship Agreement to the address shown below. If You have any questions regarding the Licensed Technology or this Stewardship Agreement please call: 1 (877) GRO-CORN or 1 (877) 476-2676.</p> <p><b>Please return the agreement back to your Dealer at:</b></p> <p><b>FAX:</b> (910) 267-2692 <b>MAIL:</b> Clifton Seed Company, PO BOX 206 Faison, NC 28341</p> <hr/> <p style="text-align: right;"><b>Dealer Address</b></p>
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This Stewardship Agreement (“Stewardship Agreement”) is entered into between you (“Grower”) and Syngenta Seeds, LLC (“Syngenta”). By signing and returning this Stewardship Agreement without modification (other than Section A above), Syngenta grants Grower a limited license to use the proprietary technology Bt11 (Attribute®) and/or the Bt11 x MIR162 x GA21 stack (Attribute® II) (each, a “Licensed Technology”) embedded in Syngenta’s sweet corn seed product or in any seed product distributed by a third party Syngenta-licensee (collectively, “Seed Product”). Any proposed changes to this Stewardship Agreement other than in Section A are hereby rejected by Syngenta and shall have no effect unless approved in writing by Syngenta.

### STEWARDSHIP

Grower acknowledges receipt of the applicable Attribute® Grower Guide (“Stewardship Guide”) which is incorporated herein by this reference and may be updated from time to time and found at [http://www.syngenta-us.com/seeds/vegetables/sweet\\_corn/sweet\\_corn.aspx](http://www.syngenta-us.com/seeds/vegetables/sweet_corn/sweet_corn.aspx) under the “Insect Protection” tab. Grower agrees to periodically check the website for the current Stewardship Guide and to read and comply with the then current Stewardship Guide. If Grower uses any Licensed Technology after Syngenta’s release of a new version of the Stewardship Guide or Stewardship Agreement then Growers use shall be deemed an acknowledgement of receipt and agreement to comply with the then current: (i) Stewardship Guide, (ii) Stewardship Agreement, and (iii) the terms and conditions on the Seed Product packaging (collectively, the “Agreement”). The collective Agreement constitutes the entire agreement between Grower and Syngenta regarding the purchase and/or use of Licensed Technology and supersedes any other terms and conditions whether express or implied.

**GROWER’S LIMITED USE LICENSE(S).** Grower agrees that the Licensed Technology is protected under one or more U.S. patents (the “Patents”). Once this Stewardship Agreement is signed by the Grower then the Grower is granted the limited right, under the applicable Patents, to purchase and plant sweet corn Seed Products containing the Licensed Technology in the United States or Canada (the “Territory”) but strictly according to the terms of the entire Agreement. Grower agrees that any Seed Product acquired in the Territory shall only be planted in the Territory. Further, Grower agrees not to plant Seed Product in the Territory which was acquired outside of the Territory.

**GROWER RESPONSIBILITIES.** Grower shall: (a) use Seed Products solely for planting a single commercial crop of fresh produce, forage or grain for food, feeding or processing; (b) not supply, transfer, resell, license or sublicense any Seed Products to any other person or entity for planting or any other purpose; (c) not to save any crop produced from Seed Products for planting by Grower or any other person or entity; (d) abide by the terms of the entire Agreement, as it may be updated from time to time as described above; (e) report to Dealer listed above, the number of acres and the location (county and state) where the Seed Product is planted within 45 days of planting; (f) communicate all applicable stewardship requirements and obligations to any of its employees and agents with respect to handling of or work involving Seed Products and/or the crop produced from Seed Products, and monitor such employees’ and agents’ compliance with Grower’s responsibilities under the entire Agreement; and (g) not use or allow others to use Seed Products, the crop produced from Seed Products, the Licensed Technology or any plant material containing the Licensed Technology for: (i) crop breeding, (ii) research (including, without limitation, agronomic testing or generation of cooperative data against sweet corn seed not containing the Licensed Technology), (iii) generation of registration data or production of Seed Product (unless Grower has entered into a valid, written production agreement with a licensed seed company expressly authorizing one of more of these actions).

**TERM AND TERMINATION.** This Stewardship Agreement, once signed by Grower and accepted by Syngenta, will remain in effect until terminated by Grower or Syngenta. This Stewardship Agreement may be terminated by either party at any time for any reason by sending written notice of termination to the other party at the address for such party specified herein. In the case of termination of this Stewardship Agreement by Grower, such notice of termination must include Grower’s full name and address. Further, Syngenta may terminate this Agreement for failure of Grower to fully comply with the Grower Responsibilities described above. If Grower violates any terms of this Stewardship Agreement, in addition to other remedies available to Syngenta and any owner of the Patents listed above, Grower may forfeit any right to obtain a license to the Licensed Technology in the future. If this Stewardship Agreement is terminated then Grower will no longer have a right to purchase or use Seed Products, but, Grower’s obligations (including but not limited to the above Grower Responsibilities) and Syngenta’s rights that arose under the Agreement prior to termination shall remain in effect.

**LIMITATIONS OF WARRANTIES AND REMEDIES.** Grower agrees that the Limitations of Warranties and Remedies expressly stated on the Seed Product packaging shall be incorporated in this section as if set forth in full.

### GENERAL PROVISIONS.

- This Stewardship Agreement and the parties’ relationship shall be governed by the laws of the state of Minnesota and the United States (other than the choice of laws rules).
- Grower’s rights may not be transferred to any other person or entity without the prior written consent.
- Attribute® is a trademark of a Syngenta Group Company. LibertyLink® is a registered trademark of Bayer.