

# Seed and Technology Agreement

This Seed and Technology Agreement (Agreement) is entered into between you (Grower) and Provider\*\* and provides Grower the opportunity to purchase and plant proprietary plant varieties and hybrids (Seed). The Agreement covers plant varieties having intellectual property protection, including plant variety certificates, confidential information, trade secrets and patents including but not limited to patented germplasm, transgenic traits, native traits, transformation technologies, methods of use of said plants, breeding methods, plants containing the Roundup Ready® gene, the Roundup Ready® Corn 2 gene, the LibertyLink® gene, Herculex® I insect protection trait, Herculex® RW rootworm protection trait, Herculex® XTRA traits, the YieldGard® Corn Borer gene, the Agrisure Viptera™ 3110 trait stack, the Agrisure® RW gene, Plenish™, other traits and technologies and/or any combination of these traits and technologies (Technologies). This Agreement is for a purchaser of Seed for planting a commercial crop in a single season. It is understood that any entity authorized to sell Provider Seed to Grower is acting as an agent of Provider with respect to this Agreement and any rights and benefits under this Agreement shall accrue to Provider. The term of this Agreement, and the license contained herein, shall begin on the date the Agreement is duly entered into and signed by the Grower. The Agreement will remain in effect until terminated in writing by Grower or Provider, whichever event is earlier. Any termination notice by Grower must deliver the notice to address at the bottom of this document. If the Agreement is terminated pursuant to such notice, Grower's obligations under this Agreement shall survive as to Seed and Technologies previously purchased. A non-exhaustive list of Seeds and Technologies that are applicable to this Agreement will be maintained at <http://www.pioneer.com/technologyagreement> (Website) which will be updated at least yearly. Continuing to use the Seed and Technologies listed herein, on the Website, or listed on the bag or tag, subject to this Agreement, is an affirmation and an agreement that you are bound by these and any new terms. All new requirements will become incorporated by reference into this Agreement. If you have previously signed a Technology Agreement with Provider, this Agreement replaces and terminates any previous agreements.

This Agreement provides Grower a limited right to purchase and plant Provider brand Seed and Technologies anywhere in the United States, Subject to and conditioned on compliance with the rights and restrictions set forth in this Agreement as well as the restrictions set forth on the bag and tag accompanying the Seed, which is incorporated by reference into and is part of this Agreement. See bag and tag for important information regarding terms and conditions for using the Seed and Technologies as well as Limitation of Warranty and Arbitration, under state seed laws, where applicable.

## BY USING SEED AND TECHNOLOGIES SUPPLIED IN CONNECTION WITH THIS AGREEMENT GROWER IS OBLIGATED, UNDERSTANDS, ACKNOWLEDGES AND AGREES:

- Not to use plants produced from the Seeds and Technologies or their progeny for breeding purposes.
- To not analyze the plants, seeds, or products produced therefrom, or their progeny, produced from or containing the Seed and Technologies, with molecular techniques which include, but are not limited to, any method to determine the content, amount or sequence of the DNA, RNA, or protein, and not to assist anyone in doing same.
- To allow Provider, its employees, agents or representatives entry onto the land where the Seed is planted to sample seeds, equipment, bins, storage areas, work areas, and/or plants and any combination thereof to establish compliance with this Agreement and all other agreements between Provider and Grower. Provider will attempt to provide oral or written notice prior to entry.
- That the Seed and Technologies include subject matter owned by Provider, or licensed from a third party, which are protected under U.S. intellectual property laws which include rights under plant variety certificates, confidential information, trade secrets and patents including but not limited to patented germplasm, transgenic traits, native traits, transformation technologies, methods of use of said plants, breeding methods.
- To use the Seed and Technologies-only in locations where the products have been approved for use by all required governmental agencies. See the appropriate Product Use Guide(s), which is incorporated into and is part of this Agreement, for the applicable Technologies and for more information on their use.
- To comply with certain grain marketing, channeling and stewardship responsibilities required for some of these products due to their regulatory approval status outside of the United States.
- To use the Seed and Technologies only for planting a commercial crop in a single season, and agree not to save, replant or otherwise use Seed from that crop for planting for a second or subsequent year.
- To not supply any of this Seed or its progeny to any other person or entity for planting, research, use of molecular techniques and not to save any crop produced from this Seed for replanting, or supply saved Seed to anyone for replanting.
- To comply with all rights and restrictions set forth on the bag and tag accompanying the Seed.
- To implement an Insect Resistance Management (IRM) program as specified in the appropriate Product Use Guide(s), comply with IRM requirements, and cooperate with IRM programs, on-farm IRM compliance assessments and research. The IRM program requires Grower to plant a corn refuge and follow EPA-mandated use restrictions as outlined in the appropriate Product Use Guide(s). Please refer to the appropriate Product Use Guide(s) for specific details related to these terms including refuge size, refuge distance and management requirements.
- To follow IRM requirements. 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 Grower's 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.
- To participate with the third party conducting an on-farm IRM compliance assessment.
- To provide Provider, at Provider's request, copies of any records, receipts, or other documents that could be relevant to Grower's performance of this Agreement.
- That the IRM requirements set forth in Product Use Guides and referred to in this Technology Agreement supersede the IRM requirements set forth in any previously executed agreement or Product Use Guide.

## General Conditions:

- The Grower's rights may not be transferred to anyone other than a duly authorized agent of the Grower without written consent of Pioneer. If the Grower's 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. Further, if Grower purchases or leases any new land that has Seed planted on it by a previous owner or possessor, Grower will accept and continue the obligations of this Agreement.
- If the Grower intentionally breaches this Agreement, in addition to other penalties, the Grower's rights under this Agreement will terminate immediately and the Grower forfeits any right to obtain a license to the Seed and Technologies in the future. If this Agreement is terminated, Grower will no longer have a right under this Agreement to purchase Seed and Technologies. Any obligations that arose before termination will continue in effect.
- If Grower unintentionally breaches any of Grower's material obligations under this Agreement, Provider has the option to terminate the Agreement. Grower agrees that Provider shall be entitled to recover any costs or expenses, including attorneys fees, it incurs in enforcing its rights under this Agreement.
- If any portion of this agreement is found to be unenforceable, the remainder of the agreement will be held valid.

THIS SEED AND TECHNOLOGY AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF IOWA AND OF THE UNITED STATES (WITHOUT REGARD TO THE CHOICE OF LAW RULES). THE PARTIES AGREE TO CONSENT TO THE JURISDICTION OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA FOR ALL CONTRACT DISPUTES ARISING UNDER THIS AGREEMENT, AND THE COURTS OF DELAWARE FOR ALL PATENT DISPUTES UNLESS SAME ARE JOINED.

**GROWER, BY SIGNATURE ON THIS DOCUMENT, AGREES 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 your seed provider or call Provider at 1 (888) 444-2733. For details of the required IRM program and requirements, see the appropriate Product Use Guide(s). A copy is available from your Provider.

Licensed or applicable U.S. patents include: for corn hybrids and soybeans containing the Roundup Ready gene -5,424,412; 5,554,798; 5,593,874; RE39,247; 5,641,876; 5,717,084; 5,728,925; 5,859,347; 6,083,878; 6,025,545; and 6,825,400; for corn hybrids containing YieldGard Corn Borer protection- 5,859,347; 5,424,412; 5,484,956; 5,593,874; and 6,180,774; for corn hybrids containing Herculex I insect protection- 5,510,474; 5,550,318; 6,218,188; and 6,943,282; for corn hybrids containing Herculex RW rootworm protection-5,510,474; 6,083,499; 6,127,180; 6,340,593; 6,548,291; 6,624,145; and 6,893,872; for corn hybrids containing Herculex XTRA insect protection- 5,510,474; 5,550,318; 6,083,499; 6,127,180; 6,218,188; 6,340,593; 6,548,291; 6,624,145; 6,893,872; and 6,943,282. Also see Website ([www.pioneer.com/technologyagreement](http://www.pioneer.com/technologyagreement)).

I, the undersigned Grower, acknowledge that I have read and understand the terms and conditions of this Pioneer Hi-Bred Seed and Technology Agreement and that I agree to them.

Signature of Grower \_\_\_\_\_ / /  
Month Day Year

Grower Name \_\_\_\_\_ Customer ID \_\_\_\_\_

Business Name (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Seller Name \_\_\_\_\_ Seller ID \_\_\_\_\_

\* YieldGard and Roundup Ready are registered trademarks used under license from Monsanto Company. Herculex® insect protection technology by Dow AgroSciences and Pioneer Hi-Bred. ®Herculex is a registered trademark of Dow AgroSciences LLC. ®LibertyLink is a registered trademark of Bayer. Agrisure® and Agrisure Viptera™ are 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. ©2011, PHII. \*\*Provider = Pioneer Hi-Bred.

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DO NOT MAIL ORIGINAL FORM IF FAXING - KEEP FOR YOUR RECORDS