

REMEDY SWEET CORN – SUPPLEMENTAL AGREEMENT

<p>Section A GROWER INFORMATION – Complete This Section - PLEASE PRINT CLEARLY</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: Stokes Seeds Inc</p> <p>Dealer Number: _____ (Office Use Only)</p> <p>Dealer Phone: 800-962-4999</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 SUPPLEMENTAL AGREEMENT; (2) THIS IS A LEGALLY BINDING CONTRACT; (3) YOU ARE FULLY AUTHORIZED TO ENTER INTO THIS SUPPLEMENTAL AGREEMENT; AND (4) YOU ARE VOLUNTARILY ENTERING INTO THIS SUPPLEMENTAL AGREEMENT.</p> <hr/> <p>Grower Signature _____ Date _____ (individual at farm level responsible for planting)</p> <hr/> <p>Grower Name (Please Print Clearly)</p> <p>Thank you for choosing one or more of the Licensed Technology. Return this Supplemental Agreement to the address shown below. If you have any questions regarding the Licensed Technology, your Stewardship Agreement or this Supplemental Agreement please call: 1 (877) GRO-CORN or 1 (877) 476-2676.</p> <p>Please return the agreement back to your Dealer:</p> <p>Fax: 877-994-0333 Mail: Stokes Seeds Inc 13031 Reflections Dr Holland, MI 49424 Email: customerservice.us@stokeseeds.com</p>
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This Supplemental Agreement (“Supplemental Agreement”) is entered into between you (“Grower”) and Syngenta Seeds, LLC (“Syngenta”) and supplements the terms and conditions of your Stewardship Agreement with Syngenta (by its predecessor-in-interest, Syngenta Seeds, Inc.). By signing and returning this Supplemental Agreement without modification (other than Section A above) and pursuant to the terms of this Supplemental Agreement and the Stewardship Agreement, Syngenta grants Grower a limited license to use the proprietary technology Bt11 x MIR162 x GA21 stack (the “Licensed Technology”) embedded in Syngenta’s “Remedy” sweet corn seed product or in any seed product distributed by a third party Syngenta-licensee (collectively, “Seed Product”). Any proposed changes to this Supplemental Agreement other than in Section A are hereby rejected by Syngenta and shall have no effect unless approved in writing by Syngenta.

TERM AND TERMINATION. This Supplemental Agreement, once signed by Grower and accepted by Syngenta, will remain in effect until either terminated by Grower or Syngenta, or will be terminated automatically upon the termination of your Stewardship Agreement. This Supplemental 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 Supplemental Agreement by Grower, such notice of termination must include Grower’s full name and address. If Grower violates any terms of this Supplemental Agreement and/or Grower’s Stewardship Agreement, in addition to other remedies available to Syngenta and any owner of the Patents (as defined in the Stewardship Agreement), Grower may forfeit any right to obtain a license to the Licensed Technology in the future. If this Supplemental Agreement is terminated then Grower will no longer have a right to purchase or use Seed Product, but, Grower’s obligations (including but not limited to the Grower Responsibilities as set forth in the Stewardship Agreement) and Syngenta’s rights that arose under the Stewardship Agreement and this Supplemental Agreement prior to termination shall remain in effect.

ACKNOWLEDGEMENT; LIMITATION OF WARRANTIES AND REMEDIES. Grower acknowledges and understands that Grower has been informed that under certain stress conditions, Remedy sweet corn may exhibit tassels and or glumes (male parts) growing out of the ear (female part) (the “Notice”). By its signature on this Supplemental Agreement, Grower acknowledges and agrees:

- Grower has been duly informed of the Notice;
- Grower accepts the Seed Product “as is”, “where is” and with all faults and to assume all risks associated with use of the Seed Product and any actual or perceived impact on any crop yield or quality, and Grower will indemnify and hold harmless Syngenta and Syngenta authorized Distributors, and their respective directors, officers, employees and affiliates from any claims related, directly or indirectly, to the performance or non-performance of the Seed Product and its impact on any crop yield or quality; and
- Grower waives any and all claims and releases Syngenta and Syngenta authorized Distributors, and their respective directors, officers, employees and affiliates, from any and all liabilities relating, directly or indirectly, to the Notice and the use of the Seed Product.

GENERAL PROVISIONS.

- This Supplemental 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 of Syngenta.