

AgriEdge Grower Agreement

THIS **AGRIEDGE GROWER AGREEMENT** (the "**Agreement**") is effective as of September 1, 2019 ("**Effective Date**"), by and between Syngenta Crop Protection, LLC ("**Syngenta**") and the grower or representative of the farm entity identified herein and executing this Agreement below (the "**Grower**"). As used herein, "Syngenta" shall refer to Syngenta Crop Protection, LLC and its affiliates.

1. Definitions:

- a. "**AgriEdge Offer Acres**" are the acres located in the Growing Territory which are enrolled in the AgriEdge Offer by the Grower.
- b. "**AgriEdge Offer Payment Date**" means December 31 of each enrolled calendar year.
- c. "**AgriEdge Specialist**" is an individual assigned by Syngenta to provide specialized training and support to the Grower in connection with the Program and the Software.
- d. "**Growing Season**" is October 1 of one year through September 30 of the next.
- e. "**Growing Territory**" is the area in which AgriEdge Offer Acres must be located, as defined in Exhibit A.
- f. "**Minimum Farm Spend**" is the minimum Spend Level that Grower is required to achieve to receive benefits under the Program. Minimum Farm Spend is set forth on Exhibit A.
- g. "**Products**" are any Syngenta-branded products purchased from an authorized Syngenta Reseller during the Growing Season, or other crop protection or seed brands as communicated by Syngenta in writing.
- h. "**Program**" or "**AgriEdge Offer**" is, upon enrollment, the incentive(s) available to Grower under this Agreement.
- i. "**Reporting Deadline**" means each October 15th following the Growing Season but may be extended at Syngenta's discretion to accommodate the harvest of certain crops.
- j. "**Software**" means all software tools provided to Grower by Syngenta as part of the AgriEdge Offer, including but not limited to, Land.db[®] software and other software or software systems.
- k. "**Spend Level**" is the dollar amount spent by Grower for purchases of Products applied to AgriEdge Offer Acres during the Growing Season.
- l. "**Syngenta Reseller**" is an entity authorized by Syngenta to provide Products to Grower. Syngenta reserves the right to disqualify Syngenta Resellers at its discretion, including Syngenta Resellers that (1) purchase and resell products obtained from anyone other than a Syngenta Distributor; or (2) violate the terms and conditions applicable to Syngenta Reseller in marketing programs applicable to Syngenta Reseller. Grower should verify Syngenta Reseller eligibility prior to purchasing Products.

2. Grower Requirements

- a. Grower agrees to meet the eligibility requirements of the AgriEdge Offer, specifically to: (i) meet with AgriEdge Specialist or Certified AgriEdge Partner ("**CAP**") from time to time; (ii) meet the Minimum Farm Spend as set forth on Exhibit A by purchasing Products only from an authorized Syngenta Reseller; and (iii) enroll all crop acres on Grower's farm in the Program.
- b. Grower agrees to identify the total estimated number of AgriEdge Offer Acres, by crop, and to enroll such estimated acres on Exhibit A, attached hereto.

- c. Grower agrees to purchase Products only from a Syngenta Reseller and to apply Products to AgriEdge Offer Acres during the Growing Season. No more than the maximum labeled use rates of any Product, based on the number of AgriEdge Offer Acres, will qualify toward the Spend Level for the Growing Season. Grower agrees to apply the Products to all of the AgriEdge Offer Acres in accordance with the applicable label(s) and to pay all costs associated with such application and any adjuvants.
- d. Grower acknowledges and agrees that Grower is under no obligation to purchase Products at a set price, and the Syngenta Reseller is under no obligation to sell Products at a set price.
- e. Grower agrees to record all data related to the application of the Products on the AgriEdge Offer Acres, including specifically, but not limited to, participating crops, product application rates, and application date(s), by geo-referenced field location, using the Software. Grower further agrees to transfer this data to Ag Connections, LLC or a third party contracted by Syngenta to store such data. All data related to applications of Products to AgriEdge Offer Acres must be transferred by the Reporting Deadline for Grower to receive benefits under the Program.
- f. Grower acknowledges and agrees that data entry and transfer utilizing the Software is the responsibility of the Grower. Grower may delegate this responsibility at Grower's sole expense.
- g. Grower shall be solely responsible for providing suitable computer hardware, data integrity, data export, as well as internet and network connectivity for using any Software offered under the Program and for maintaining the farm data records required to meet the terms of this Agreement.
- h. Syngenta and Grower acknowledge that all data exported from the Software is the property of the Grower. Grower is solely responsible for data integrity and Syngenta bears no liability for third party reliance on such data. Such Grower data will be securely stored and maintained by Ag Connections, LLC or a third party contracted by Syngenta in compliance with Syngenta's corporate Data Privacy Policy and Privacy Pledge, available from Syngenta upon request or accessible on Land.db. Syngenta may access the data as part of Syngenta offers or programs. Data used to redeem a Syngenta offer or program will not be released by Ag Connections, LLC, Syngenta or its contractor to third parties without the written consent of Grower. Other data transferred by Grower to Ag Connections LLC or the contractor will not be released by Ag Connections, LLC or the contractor, even to Syngenta, without the written consent of the Grower (consent to Syngenta may be provided in Section 2.n.). If Grower requests Ag Connections or Syngenta initiate an electronic transmission of data to a third party, additional fees may apply and are the sole responsibility of Grower. Grower acknowledges that any data released to a third party at Grower's request is subject to the terms of the recipient's privacy policy. Grower assumes all risk for third party use of data.
- i. Grower acknowledges the Software provided under this Agreement is offered pursuant to a sublicense that is subject to annual renewal and which may be terminated by Syngenta at any time in the event of Grower's failure to comply with the terms of this Agreement. Grower's participation in this Program is contingent upon use of the Software and acceptance of the End User License Agreement (EULA) governing the Software. This Agreement must be signed and submitted prior to Software licensing, setup, and training.
- j. **Grower acknowledges and agrees to the use of both electronic and non-electronic signatures as acceptable means to bind the parties to this Agreement and any amendments or attachments hereto.** Either electronic or non-electronic signature shall be acceptable for any writing required under this Agreement.
- k. At Syngenta's request, Grower will provide to Syngenta invoices reflecting Products purchased by Grower from an authorized Syngenta Reseller. If approved by Syngenta

in writing, Grower may provide other certification sources which reflect Products purchased. Purchases made from sources other than a Syngenta Reseller do not qualify for Spend Level and will be excluded from Risk Management.

- l. **Grower hereby grants Syngenta Reseller permission to provide copies of Grower's invoices reflecting Program Product purchases directly to Syngenta without further consent by Grower. (If you do not wish to grant such permission, do not initial below.)**

Initials:

- m. Grower acknowledges the Software may contain features and offers that are accessible only upon Grower's consent to additional terms and conditions supplemental to this Agreement. By accessing and acknowledging consent of such additional features and offers, Grower agrees to the requirements, limitations and additional terms and conditions set forth therein, and Grower agrees that such additional requirements, limitations and terms and conditions shall become a part of this Agreement.
- n. **Data Release and Benchmarking:** Grower agrees to the release and export of any data, collected in the Software (e.g. Ag Connections database known as land.db), to Syngenta Crop Protection, LLC and its affiliates ("Syngenta") in order to perform benchmarking analysis, data analysis, research, marketing, share common information between Syngenta systems, and product development. I understand there is no cost to me for the transfer of this data.

I understand that data released to Syngenta may be transferred between, and stored on, secure internet servers maintained by Syngenta, Ag Connections, LLC or a third party contracted by Syngenta. The data may be transferred and processed by Syngenta or a third party contracted by Syngenta for uses as described herein.

I understand that benchmarking requires that my data may be included as aggregated anonymized data sets to be shared in others benchmarking analysis reports and agree that my data may be used and shared in aggregated anonymized data sets for this purpose. **(If you do not wish to grant such release, do not initial below.)**

Initials:

3. Syngenta Commitments

- a. **AgriEdge Specialist.** Syngenta will provide to Grower access to an AgriEdge Specialist or CAP during the Growing Season.
- b. **Software.** Syngenta will provide Software to Grower as a limited, revocable sublicense to Grower. Software will be used by Grower during the Growing Season solely for the purpose of this Program or other Syngenta programs or offers. Grower will not use Software for competitive offers.
- c. **Data Storage.** Syngenta will provide, at no cost to Grower, third-party remote storage of exported data that secures Grower's data and allows Grower to access farm management reports for all AgriEdge Offer Acres entered into the Software by Grower.

- d. **Other offers.** Additional Program incentives, including terms and conditions thereof, may be set forth in exhibits to this Agreement, attached hereto and made a part of this Agreement.

4. Confidentiality

Grower agrees that, for a period of three (3) years from the date of termination or expiration this Agreement, Grower will keep all information relating to this Agreement and any other confidential or proprietary information communicated by Syngenta to Grower pursuant to this Agreement strictly confidential. With the exception of Grower's data as described in Section 2(h), Grower shall not disclose any such information to any third party without the prior written consent of Syngenta. If Grower fails to comply with this confidentiality obligation, this Agreement will immediately terminate and Grower will forfeit all rights to receive benefits pursuant to this Agreement. Syngenta will keep Grower's information and data provided to Syngenta under this Agreement strictly confidential for a period of three (3) years from the date of termination or expiration of this Agreement. Notwithstanding this paragraph, Grower and Syngenta may share the status of Grower's participation in the AgriEdge Offer with third parties.

5. Term and Termination

- a. This Agreement shall begin on the Effective Date and shall remain in effect unless and until terminated by either party in accordance with Section 5(b).
- b. This Agreement may be terminated by either party upon thirty (30) days' written notice.
- c. In the event of termination of this Agreement for any reason, Grower's license to use the Software will terminate immediately and Grower shall have no further obligation to use Products. Grower will be subject to Program reconciliation within ninety (90) days of termination.
- d. Sections 1, 2(h), 3, 4, 5(c), 6, 7 shall survive termination of this Agreement.

6. Exclusions

- a. If the AgriEdge Offer Acres have a Product performance complaint, Syngenta's standard complaint handling procedures will apply. Payments made under additional Program offers, if offered as provided by Section 3(d), may be adjusted to accommodate performance complaints.
- b. Grower is solely responsible for the fulfillment of each Program requirement and for compliance with all applicable laws and Product labels. Grower acknowledges that Syngenta shall have no liability for, and Grower shall indemnify and hold harmless Syngenta and its licensors from, all claims, liabilities and expenses (including reasonable attorney's fees) in connection with damage to property or the environment, or injury to, or death of, persons, caused by, or arising out of, the acts or omissions of Grower or its agents, employees and contractors.
- c. Syngenta reserves the right to exclude Products from Minimum Farm Spend and/or other offers made under this Program.

7. Additional Terms

- a. Except for Syngenta's right to assign to a Syngenta affiliate, this Agreement may not be assigned by either party without the prior written consent of the other party. Any assignment without such consent shall be null and void. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto.
- b. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina, exclusive of its conflicts of law principles.
- c. This Agreement, including any exhibits attached hereto, represents and incorporates the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, documents and/or presentations related

**2020 AgriEdge Grower Agreement
Exhibit A—East Heartland**

Grower/Farm Entity Name:

Growing Territory means the States of **Illinois; Indiana; Michigan; Ohio; Wisconsin; Missouri** (excluding the counties of Bollinger, Butler, Cape Girardeau, Dunklin, Madison, Mississippi, New Madrid, Pemiscot, Ripley, Scott, Stoddard and Wayne); the following counties in **Kansas**; (Cherokee, Crawford, Bourbon, Allen, Linn, Anderson, Neosho, Labette)

Minimum Farm Spend: \$ _____ on qualifying crop protection, seed, and seed treatment Products.

Grower info: By enrolling in the AgriEdge Offer, Grower is consenting to receive emails from Syngenta and/or Ag Connections.

Program Information

Grower Information:

AE Specialist:

Main Contact:

Sales Rep:

Company Name:

District Mgr:

Mailing Address:

Zone:

Mailing City:

CAP:

Mailing State/Zip:

Primary CP Reseller:

Phone:

Secondary CP Reseller:

Email:

Primary Seed Reseller:

Additional Grower Contact Information:

First Name	Last Name	Mobile Phone	Office Phone	
Address	City	State	Zip Code	Email

First Name	Last Name	Mobile Phone	Office Phone	
Address	City	State	Zip Code	Email

Crops Enrolled in AgriEdge Offer Acres

Crop	Acres	Crop	Acres	Crop	Acres
Alfalfa		Corn, field		Squash	
Asparagus		Corn, seed		Sugar Beets	
Beans, dry		Cranberry		Sweet Corn	
Beans, snap		Cucumber		Tomato	
Beets		Onions		Turnips	
Blueberry		Peas		Watermelon	
Cabbage		Peppers		Wheat	
Cantaloupe		Potato		Other	
Carrot		Pumpkins		Other	
Celery		Soybeans		Other	
Cherry		Soybeans – Food Grade		Total:	

Risk Management. Syngenta may offer Risk Management Programs known as Cropsurance 10/90 and Target 50/50 under the Program. Syngenta will establish threshold levels for each such Risk Management Program, such threshold levels known as Cropsurance 10/90 Spend Level Threshold and Target 50/50 Spend Level Threshold. Syngenta may also establish a Risk Management Cap for each crop within enrolled AgriEdge Offer Acres.

Cost Share Payment. If Grower's Spend Level on all enrolled crops exceeds Cropsurance 10/90 Spend Level Threshold or Target 50/50 Spend Level Threshold, then Grower is eligible for a cost-share payment from Syngenta, as defined below, for shared cost of Products applied to AgriEdge Offer Acres during the Growing Season ("Cropsurance 10/90 Payment" and "Target 50/50 Payment", respectively). Grower is only eligible to receive either Cropsurance 10/90 Payment or Target 50/50 Payment and may not receive payments under both programs. Grower must achieve the aggregate Spend Level Threshold for all enrolled crops to qualify for Cropsurance 10/90 Payment or Target 50/50 Payment. Only Products purchased and applied to AgriEdge Offer Acres that are entered and transferred in accordance with the Agreement will be considered when calculating Cropsurance 10/90 Payment or Target 50/50 Payment.

Syngenta will not share in Grower's costs of purchases above the Risk Management Cap; costs above the Risk Management Cap are 100% assumed by the Grower.

Crop Protection Program:

- a. **Cropsurance 10/90 Payment.** Syngenta will pay Grower 10% of the difference between Spend Level and the Cropsurance 10/90 Spend Level Threshold, as calculated by Syngenta.

- b. **Target 50/50 Payment.** Syngenta will pay Grower 50% of the difference between Grower's Spend Level, up to the Risk Management Cap, and the Target 50/50 Spend Level Threshold, as calculated by Syngenta.

Seed Program:

- a. Syngenta will provide seed program benefits under any applicable Syngenta seeds program offer as described by any such offer.

Exclusions/Exceptions:

- a. The following Products qualify for Minimum Farm Spend only and are not eligible for calculating Cropsurance 10/90 Payment or Target 50/50 Payment: Medal® herbicide, Medal® ATZ herbicide, Explorer® herbicide, Ringside® herbicide, Sedona® herbicide, Lamcap® II insecticide, AFrame™ fungicide, and AFrame™ Plus fungicide.
- b. Non-Syngenta brand products may qualify toward Minimum Farm Spend only, as communicated by Syngenta in writing, but will not be eligible for calculating Cropsurance 10/90 Payment or Target 50/50 Payment.
- c. Syngenta seeds Products qualify toward Minimum Farm Spend only, but will not be eligible for calculating Cropsurance 10/90 Payment or Target 50/50 Payment.

[Optional] Grower desires all payments due to Grower under this Agreement to be paid to:

Payee Name:

Street Address:

City:

State:

Zip Code: