

2019 Prosper EverGol Assurance Program Agreement

In exchange for the benefits described in the Prosper EverGol Assurance Program (the “**Program**”), the grower participating or receiving benefits under this Program (the “**Grower**”) agrees and consents to participating in the Program as follows (the “**Agreement**”):

Program Products

- For the 2019 growing season, the Grower purchased and planted canola seed treated with Bayer CropScience Inc. (“**Bayer**”) Prosper® EverGol® seed treatment or with Prosper Evergol seed treatment and Corteva Agriscience, Agriculture Division of DowDuPont (“**Corteva Agriscience**”), Lumiderm™ insecticide seed treatment (“**Treated Seed**”) on all of the acres for which a claim under this Program is being made (the “**Qualifying Acres**”).

Program Requirements

- The Grower certifies that the Grower meets the following Program requirements (the “**Program Requirements**”):
 - The Grower has signed up for this Program on or before June 28, 2019;
 - Purchases of Treated Seed were made by the Grower from between October 1, 2018 and June 28, 2019;
 - The Grower has satisfied all grower licensing requirements of all applicable seed companies in relation to the purchase and use of Treated Seed;
 - The Qualifying Acres were not planted to canola in the prior growing season;
 - The Grower followed the Canola Council of Canada recommended practices for optimal canola stand establishment on the Qualifying Acres;
 - The Grower observed flea beetle feeding damage on the Qualifying Acres at or prior to the four-leaf stage of development at levels at or in excess of 25% on the canola plants;
 - The Grower is making a claim under this Program only for canola on the Qualifying Acres that have not exceeded the four leaf stage of development;
 - The Qualifying Acres exceed 40 acres;
 - The Grower shall spray Bayer Decis® insecticide application (“**Decis**”) on the Qualifying Acres in 2019 according to the requirements on the Decis label and agrees that for payment calculation Decis rate is 40 acres/2.4L jug for flea beetles and planted canola seed shall be deemed to be 10 acres/per 22.7kg bag or bag equivalent;
 - The Grower agrees to all other terms and conditions of the Program.

Program Rebate

- This Program shall be administered by AgCall Inc. (“**AgCall**”). In reliance on the Program Requirements AgCall shall provide the Grower with the following rebate (collectively, the “**Rebate**”):
 - For Prosper EverGol Treated Seed, provide the Grower with a rebate equal to 50% of the Bayer published suggested retail price of Decis purchased by the Grower from authorized retailers of Bayer in 2019 and sprayed by the Grower on the Qualifying Acres during the 2019 growing season;
 - For Prosper EverGol plus Lumiderm™ Treated Seed, provide the Grower with a rebate equal to 100% of the Bayer published suggested retail price of Decis purchased by the Grower from authorized retailers of Bayer in 2019 and sprayed by the Grower on the Qualifying Acres during the 2019 growing season;
 - Pay the Rebate on a maximum of one application of Decis only.

Other Terms and Conditions

- AgCall shall have the right to inspect the information and records of the Grower and conduct an audit of the Grower’s operations including a field audit of the Qualifying Acres in its

unfettered discretion to verify the Grower's qualification for and adherence to this Program ("**Inspection Rights**").

- The Grower shall permit and facilitate the Inspection Rights including providing evidence of the purchase of Treated Seed and access to the Grower's operations including Qualifying Acres.
- If AgCall determines that the Grower is not in compliance with this Program, whether pursuant to the exercise of Inspection Rights or otherwise, the Grower shall:
 - Forfeit any right to the Rebate; and
 - If a Rebate has been paid to the Grower, to immediately repay the full Rebate to AgCall.
- If, for any reason, it is discovered that the Grower received overpayment of the Rebate, the Grower shall immediately repay the overpayment balance to AgCall upon direction of AgCall.
- The Grower, and the Grower on behalf of all others having an interest in the farming operations on the Qualifying Acres, releases and forever discharges AgCall, AGDATA, Ltd., Bayer, Corteva Agriscience, the applicable seed company that produced the Treated Seed and each of their respective officers, directors, employees, corporate affiliates, agents, duly authorized representatives, sub-contractors and distributors from any liability associated with or arising from the use of Treated Seed, Prosper EverGol, Lumiderm™, Prosper EverGol and Lumiderm™ and/or Decis on the Qualifying Acres in 2019 in connection with the Program.
- The Grower consents that Grower data, including but not limited to Grower's name, address, phone number, canola variety, transactional data, including the quantity and date that Treated Seed was purchased, the name of authorized retailer that Treated Seed was purchased from, data from Inspection Rights and any other information required to administer the Program ("**Grower Data**") can be collected, used and disclosed by AgCall, Bayer, Corteva Agriscience and the applicable seed company that produced the Treated Seed and any of the above entities' employees and/or duly authorized representatives or data collection agents for the purpose of administering the Program (the "**Data Users**").
- This consent is a requirement of the Grower's participation in the Program and any revocation thereof shall terminate the Grower's participation in the Program and result in the immediate forfeiture of any Rebate or payment that would otherwise be due to the Grower under the Program.
- Any personal information provided by the Grower, including the Grower Data, under the Program will be collected used and disclosed by the Data Users only in accordance with applicable privacy legislation and the respective corporate privacy policies of the Data Users (so long as such policies are in conformity with such applicable privacy legislation) and the purposes for which such information was sought as stated herein and any other purposes communicated with or made available to the Grower in connection with the Program.
- Grower acknowledges and agrees that the Data Users and their employees and/or representatives may communicate with the Grower by electronic messages for commercial activities associated with carrying out the Program and this Agreement.
- Bayer and Corteva reserve the right to modify or terminate the Program and this Agreement at any time on written notice to the Grower and may assign all or a part of the terms and conditions of this Program to a third party without the consent of the Grower.
- This Agreement is binding on the Data Users without the need for the signature of an authorized representative of the Data Users and is binding on the Grower upon the signature of the Grower, below.

Grower Name

Grower Signature

Date Signed