

**2017/2018 \$3 FOR \$300 – TAKE COMMAND WITH INVIGOR OFFER
TERMS AND CONDITIONS**

1. Program Objectives

The objective of this 2017/2018 Take Command with InVigor Program (the “Program”) is to provide Canadian canola growers with a solution for improved cleavers control in InVigor® canola. This Program involves the Bayer CropScience Inc. (“BCS”) products which include all InVigor canola hybrids (collectively, the “BCS Products” or “InVigor Products” or “InVigor”) and FMC of Canada Ltd.’s (“FMC”) product, Command® herbicide (“FMC’s Product” or “Command Herbicide”).

Command Herbicide used pre-plant with Glyphosate, will provide growers with another option to control cleavers in canola.

2. Eligible Products & Pack Sizes

All InVigor Hybrids	All package sizes and seed treatment combinations	1 bag equivalent = 10 acres 1 mini bulk bag = 200 acres
Command Herbicide	5.4L jugs	1 jug = 40 acres

3. Program Qualifications and Offer

Subject to the terms of this Program, this Program is open to growers who meet all of the following criteria:

- a. Are enrolled in the BayerValue Program and in full agreement of the terms and conditions of that Program. Enrolment can be done online or via a hard copy document provided by the BCS sales representative or retailer;
- b. Has a valid and subsisting Liberty Trait Agreement (LTA) in place with BCS;
- c. Growers must purchase a minimum of 30 bags of BCS Products and 300 acres (7.5 X 5.4L jugs) of FMC Product from an authorized retailer of BCS and FMC in Canada between September 1, 2017 and June 15, 2018;
- d. BCS reserves the right to make final judgment of the interpretation of the overall Program, and its individual components and to audit transactional information of the grower to verify eligibility and qualification of the grower under this Program;
- e. By participating in this Program, the grower consents to third party AgData Ltd.’s (AgData) collection, use and disclosure of information including transactional data for purchases of the BCS Products or FMC’s Product and any associated personal information for the purposes that encompass the administration of the Program;
- f. By participating in this Program, the grower consents to being contacted by a third party survey company for the grower to complete an optional survey related to the performance of FMC’s Command Herbicide (the “Survey”). The results of the Survey will be shared with both BCS and FMC. The grower’s personal information will not be shared with FMC;
- g. Must be a grower residing in Western Canada and a legal resident of Canada;
- h. Must be of legal age or older; and
- i. Meet any other requirements as set out in this Program.

(“Qualified Growers” or each a “Qualified Grower”).

The Program offer is as follows:

- a. If a Qualified Grower purchases a minimum of 30 bags of an InVigor hybrid + 300 acres (7.5 jugs minimum) of Command Herbicide they will be offered: \$3/ac on 300 acres = \$900 Canadian Dollars.
- b. There is a limit to one \$900 payment per farm entity on this Program.

4. Redemption

The final reconciliation and payment of the Program will be conducted by AgData. The Qualified Grower will receive the rebate amount in November 2018 or March 2019.

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5. FMC Obligations

FMC shall:

- a. Comply with all of the terms and conditions of this Program and the separate Co-marketing Agreement between BCS and FMC as it relate to the subject matter herein (the “Agreement”);
- b. Allow AgData to reconcile and make payment directly to Qualified Growers if the Qualified Grower qualifies and meets all of the terms and conditions under the Program as it relates to all Qualified Grower purchases of FMC Product and BCS Products during the Term of this Program or Agreement;
- c. Implement the Program according to the terms of the Program

6. BCS Obligations

BCS shall:

- a. Comply with all of the terms and conditions of this Program and Agreement;
- b. Allow AgData to reconcile and make payment directly to Qualified Growers if the Qualified Grower qualifies and meets all of the terms and conditions under the Program as it relates to all Qualified Grower purchases of BCS Products during the Term of this Agreement;
- c. BCS represents and warrants that Qualified Growers have provided BCS with consent that the Qualified Growers transactional data, personal information and any other related data or information can be collected, used and disclosed for purposes that encompass the administration of the Program (the “Grower’s Data”);
- d. Implement the Program according to the terms of the Program; and

Scenario	InVigor Sales	Command Sales	Outcome
1	100 bags	200 acres	No payment – 300 acre min of each required
2	200 bags	1000 acres	\$900 payment

7. Key Dates

Includes purchases of products between:

September 1, 2017 to June 15th, 2018

Sales after June 15th, 2018 will not be eligible for the Program offer.

8. Miscellaneous

Miscellaneous provisions are:

- a. This Program shall commence on September 1, 2017 unless otherwise agreed to in writing by the Parties and terminate on June 15, 2018 (the “Term”);
- b. BCS, FMC and AgData shall comply with all applicable privacy legislation in the administration of this Program;
- c. This Program shall be interpreted under the laws of Alberta and applicable federal laws of Canada;
- d. Neither Party may assign or transfer all or part of its rights or obligations under this Agreement to any person other than an Affiliate (as defined in the *Canada Business Corporations Act*) without the written consent of the other Party first having been obtained. Notwithstanding the foregoing, each of BCS and FMC may transfer and assign all or part of its rights or obligations under this Agreement to a purchaser of all or substantially all of its assets and business operations as it relates to the subject matter of this Agreement.