



2023 InVigor Commitment Program Grower Agreement

Terms and Conditions

In exchange for the benefits described in the InVigor® Commitment Program (the “**Program**”), the grower participating or receiving benefits under this Program (the “**Grower**”) agrees with BASF Canada Inc. (“**BASF**”) and consents to participating in the Program as follows (the “**Grower Agreement**”):

Program Products

- For the 2023 growing season, the Grower shall have purchased and planted certified InVigor hybrid canola seed (“**InVigor Canola**”) treated with any of the following seed treatment options: (i) Helix Vibrance + Lumiderm, (ii) Helix Vibrance + BUTEO start or (iii) Prosper EverGol + Lumiderm (collectively, the “**Treated Seed**”) on all of the acres for which a claim under this Program is being made (the “**Claimed Acres**”).

Program Requirements

- The Grower certifies that the Grower meets the following Program requirements (the “**Program Requirements**”) as follows:
 - The Grower has signed up for this Program on or before June 20, 2023;
 - Purchases of Treated Seed were made by the Grower from between October 1, 2022 and June 20, 2023;
 - Purchase of an approved Foliar Insecticide was made by the Grower between October 1, 2022 and June 20, 2023;
 - The Grower has satisfied all grower licensing requirements of all applicable seed companies in relation to the purchase and use of Treated Seed;
 - The Claimed 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 Claimed Acres;
 - The Grower observed flea beetle feeding damage on the Claimed Acres at or prior to the four-leaf stage of development at levels at or in excess of 25% on the canola plants for flea beetle claims, or as determined by BASF acting in its sole and absolute discretion;
 - The Grower is making a claim under this Program only for canola on the Claimed Acres that have not exceeded the four-leaf stage of development for flea beetle claims
 - The grower observed cutworm damage at or prior to 35 days after seeding at levels that exceed 4 cutworms per square meter, in excess of 25% damage on the canola plants for cutworm claims, or as determined by BASF acting in its sole and absolute discretion;
 - The Claimed Acres exceed 40 acres;
 - The Grower shall spray one of the following insecticide options on the Claimed 2023 acres as outlined in Table 1 below;
 - InVigor Canola 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; and
- The Grower agrees that the following foliar insecticides listed in Table 1 below are approved to be used as part of the program (the “**Approved Foliar Insecticides**”):

Approved Foliar Insecticides included in the InVigor Commitment Program

MANUFACTURER	Product	Flea Beetle Application Rate	Cutworm Application Rate
Bayer CropScience Inc. (“BCS”)	DECIS 100EC DECIS 5EC	40 acres per 1.2 L jug 40 acres per 2.4 L jug	Not Available
FMC Corporation (“FMC”)	POUNCE 384EC	160 acres per 10 L jug	80 acres per 10 L jug

Program Rebate

- This Program shall be administered by BASF.
- In reliance on the Program Requirements, BASF shall provide the Grower with the following rebate (collectively, the “**Rebate**”):
 - for Helix Vibrance + Lumiderm Treated Seed, provide Grower with a rebate equal to \$6.00 per acre for flea beetle control.
 - for Helix Vibrance + BUTEO start Treated Seed, provide Grower with a rebate equal to \$6.00 per acre for flea beetle control.
 - for Prosper EverGol + Lumiderm Treated Seed provide the Grower with a rebate equal to \$6.00 per acre for flea beetle control.
 - for (i) Helix Vibrance + Lumiderm Treated Seed or (ii) Prosper EverGol + Lumiderm Treated Seed, provide the Grower with a rebate equal to \$8.00 per acre for cutworm control.
 - pay the Rebate on a maximum of one application of Approved Foliar Insecticide per season only.

Other Terms and Conditions

- AgCall Inc. (“**AgCall**”) shall act solely as a retained third-party field inspection provider on behalf of BASF for the purposes of the Agreement and the Program. 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 Claimed 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 Claimed Acres.
- If AgCall determines through AgCall, BASF or Kenna Communications LP (“**Kenna**”), acting solely as a retained third-party data service provider on behalf of BASF for the purposes of this Program and Grower Agreement, 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.
- If, for any reason, it is discovered that the Grower received overpayment of the Rebate, the Grower shall immediately repay the overpayment balance upon direction of BASF.
- The Grower, and the Grower on behalf of all others having an interest in the farming operations on the Claimed Acres, shall release and forever discharge BASF, BCS, FMC, AgCall, Kenna and 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, Helix Vibrance, Prosper EverGol, Lumiderm®, BUTEO start and/or Approved Foliar Insecticides on the Claimed Acres in 2023 in connection with the Program.
- Grower acknowledges and agrees that BASF, BCS, FMC, AgCall and/or Kenna 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 Grower Agreement.
- BASF, BCS and FMC reserve the right to modify or terminate the Program and this Grower 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 Grower Agreement is binding on BASF, BCS, FMC, AgCall and Kenna without the need for the signature of an authorized representative of such parties listed above and is binding on the Grower upon the signature of the Grower, below.

Privacy

- By participating in or receiving benefits under this Program, the Grower’s personal information, including personal details (such as Grower’s name, farm name, and date of birth) and contact details (such as Grower’s address, telephone numbers, and email address) (collectively, “**Grower Personal Information**”) will be collected by BASF for the purpose of administering the Program.
- By participating in or receiving benefits under this Program, the Grower consents that the transaction data such as sales transactional data collected from retailers and distributors as it relates to the Grower’s purchase of BCS, FMC’s foliar insecticide product (“**Transaction Data**”) can be collected, used and disclosed by BASF, BCS, FMC, AgCall and Kenna and its employees and/or duly authorized representatives for the purposes of administering the Program.
- As part of its obligation to administer the Program, BASF will use the resources of its affiliates (including but not limited to BASF SE) as well as its third-party service providers, AgCall and Kenna (“**Third Party Service Providers**”), to process and store the Grower Personal Information. This may involve the Grower Personal Information being stored or accessed inside and/or outside Canada (including but not limited to the United States and Germany). Grower Personal Information stored outside Canada may be accessible to authorities in those jurisdictions according to the law of those jurisdictions. BASF will take steps to protect the Grower Personal Information in line with locally applicable data protection requirements.
- The Grower Personal Information shall be retained as long as necessary to administer the Program and for a period of no more than 7 years after the conclusion of the Program for auditing purposes, or as required by law.
- The Grower Personal Information shall be collected, used, and disclosed only in accordance with applicable data privacy laws and the corporate privacy policies of BASF, 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.
- For more information on the collection, use, and disclosure of the Grower Personal Information, the Grower is directed to contact the Data Protection officer at 1-877-371-BASF (2273).
- This privacy 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.
- By verbally agreeing during the registration process, the Grower understands the agronomic requirements and conditions of, and consents to the collection, use, and disclosure of the Grower Personal Information in accordance with this 2023 InVigor Commitment Program Grower Agreement.

Always read and follow label directions.

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