

AAC SCHRADER STEWARDSHIP AGREEMENT

This Stewardship Agreement (this “**Agreement**”) is entered between the **Grower** (the “**Grower**”) and **FP Genetics Inc.** (“**FP Genetics**”) with respect to AAC Schrader, a durum variety developed by Agriculture and Agri-Food Canada and sold under license by **FP Genetics**, that is eligible for delivery into the Canada Western Amber Durum (CWAD) Class. AAC Schrader is a very unique variety, bearing a strong “I” or Intermediate rating for Fusarium Head Blight, and is the first variety of its kind commercially available globally. As this variety and its component traits represent a significant competitive advantage for Canadian farmers, a collective conscious effort and the agreement of **Grower** to stewardship terms applicable to use of the variety, is required to protect this ‘first of its kind’ resource for the benefit of Canadian agriculture.

This Agreement provides the **Grower** with permission to plant seed of AAC Schrader (the “**Seed**”) on the **Grower’s** land holding for the purpose of producing a commercial crop. This Agreement, once executed by the **Grower**, will remain in effect until terminated in writing by the **Grower** or **FP Genetics**.

This Agreement Provides the Grower:

- Permission to obtain and plant the Seed, for the purposes of producing a commercial crop, in compliance with the rights and restrictions set forth in this Agreement.

The Grower Understands and Acknowledges:

- That the Seed, inclusive of the traits and technology contained in it and the parental lines and progeny of it, is subject to various intellectual property rights and is protected under Canadian intellectual property laws. This protection may include, for example, plant breeders’ rights pursuant to the UPOV 91 Convention of the *Plant Breeders’ Rights Act*, plant variety certificates, and trade secrets.
- The **Grower** is granted by **FP Genetics** a conditional right for a specific use, including planting of the Seed to produce a commercial crop.
- The **Grower** is not authorized to use or to release seed or commercial production of AAC Schrader to any entity for the purpose of research or crop breeding.

The Grower Further Agrees:

- To adhere to the provisions of the *Plant Breeders’ Rights Act* in the **Grower’s** use of the Seed, including the following restrictions and limitations:
 - The **Grower** is authorized to produce, reproduce, clean/condition, and stock AAC Schrader for the purpose of seeding on the **Grower’s** own land holdings.
 - The **Grower** is not authorized to sell or export any commercial production of AAC Schrader for the purpose of propagation to any other individual or corporate entity (“sell” is defined in the *Plant Breeders’ Rights Act* as any agreement to sell, or offer, advertise, keep, expose, transmit, send, convey or deliver for sale, or agree to exchange or to dispose of to any person in any manner for a consideration).
 - The Seed can only be used in Canada, where approved for use by all required governmental agencies.
- To notify, in a timely manner, **FP Genetics** if the **Grower** becomes aware of any release or use of AAC Schrader that contravenes the above restrictions or limitations.
- That the **Grower** hereby consents to the collection, use and disclosure of the **Grower’s** personal and/or business entity information by and between: (i) **FP Genetics**, (ii) retailers from which the **Grower** purchases Seed, and (iii) **FP Genetics** third party service providers, all for the following purposes only: (a) administering offers, including validation of product purchases; (b) compliance, product recalls and/or regulatory assessments; (c) establishing and maintaining good customer relations; (d) better understanding customer needs and preferences; and (e) assisting **FP Genetics** in developing, enhancing, marketing and distributing products or services (including marketing, surveys, direct mail,

digital and social media communications). The **Grower** may withdraw this consent at any time by contacting **FP Genetics** at: info@fpgenetics.ca and writing "Privacy" in the subject line. Please be aware that in some cases, withdrawing consent may prevent **FP Genetics** from being able to continue this Agreement.

- That for two (2) years from the final year of production of AAC Schrader, for the purposes of determining compliance with this Agreement, **FP Genetics**, its licensors, or a third party acting on behalf of **FP Genetics** and/or its licensors, may, at their own costs, and upon reasonable notice access the **Grower's** land holdings, and inspect, take samples of, and test any durum seed located on the **Grower's** land holdings or in storage bins or facilities the **Grower** owns or leases. The **Grower** also agrees to supply **FP Genetics** or a third party acting on behalf of **FP Genetics**, upon request, with any records regarding the **Grower's** use of the Seed for the purpose of determining compliance with this Agreement.

General Conditions:

- The **Grower's** rights and obligations may not be transferred to anyone without the prior written consent of **FP Genetics**. If transferred, the **Grower's** rights and obligations are binding on the person or entity receiving the transferred rights.
- If the **Grower** breaches this Agreement, the **Grower's** rights under this Agreement will terminate immediately and the **Grower** will no longer have a right to obtain and/or use the Seed.
- The **Grower** agrees that **FP Genetics** will be entitled to recover any costs or expenses, including attorneys' fees, it incurs in enforcing its rights under this Agreement.
- This Agreement is governed by the laws of the Province of Saskatchewan and applicable laws of Canada.

I, the undersigned Grower, hereby acknowledge that I have read and understand the terms and conditions of this FP Stewardship Agreement and that I agree to them. I acknowledge and agree that this FP Genetics Stewardship Agreement may be executed by original handwritten, electronic or digital signature, and delivered by electronic transmission, and when executed will be a binding agreement fully enforceable in accordance with its terms.

Grower Full Legal Name:

Grower Address:

Grower Telephone Number:

Grower Signature:

Date: