

IMPORTANT LEGAL INFORMATION

LIMITATION OF WARRANTIES & DAMAGES – SEED USE RESTRICTION AGREEMENT

This Seed Use Restriction Agreement (the “Agreement”) applies to all users (“User(s)”) of the seed (“Seed”) contained in this package. If you purchase the Seed, you agree that you and any person or entity, including employees, representatives, contractors and agents thereof, who plant, grow, cultivate or otherwise use the Seed, will abide by these use restrictions. If you open or cause any person or entity to open a package of Seed, you agree that you accept the terms of this Agreement, and you, your employees, representatives, contractors and agents will abide by these use restrictions.

SEED USE AGREEMENT

Advanced Genetics, Inc. and its suppliers are engaged in the business of developing and supplying for sale various varieties and/or hybrids of Seed. Advanced Genetics, Inc. and its suppliers have a substantial investment in the development and production of this seed, and in the use of subsequent production of Seed. Advanced Genetics, Inc. and its suppliers have expended substantial effort in developing a market for seed. Advanced Genetics, Inc. and its suppliers have existing contractual relationships with other distributors for the sale of seed and expectations of additional contracts for sale of seed from such distributors in the future. The purchase of the Seed includes a limited license under the U.S. patents on the package and seed tag to produce a single crop.

In consideration of the foregoing, and in consideration of the Seed that User has been sold or otherwise granted the right to use, User hereby acknowledges and agrees that the production from the Seed will be used only for feed or processing, and will not be used or sold for seed, breeding, or any variety or hybrid improvement purposes unless User has a valid agreement with Advanced Genetics, Inc. for such purposes. User acknowledges Advanced Genetics, Inc. and its suppliers have a proprietary interest in the use of subsequent production from the Seed, and agree it would be a violation of this Agreement to allow the subsequent production of the Seed to be used to create any seed variety or seed product from said production. Any export of this Seed or its progeny from the country of purchase is strictly prohibited, except that forage or grain may be exported solely for use in feeding or processing.

User agrees and acknowledges that any use of the Seed, which is forbidden by this Agreement will constitute a misappropriation of personal property of Advanced Genetics, Inc. and its suppliers, and will therefore result in a breach of this Agreement. User agrees that Advanced Genetics, Inc. and/or its suppliers may bring an action to recover damages as a result of the breach of this Agreement, along with reasonable attorney fees and costs associated with any

action commenced in regard thereto. User further agrees that the exclusive venue for any dispute arising under this Agreement or in connection to any breach thereof shall be in the federal or state courts for Crawford County, Kansas, and hereby irrevocably consents to the personal jurisdiction of such courts. This Agreement shall be governed under the laws of the State of Kansas.

User agrees and acknowledges that any use of the Seed, which is forbidden by this Agreement, will damage Advanced Genetics, Inc. and its suppliers' legitimate expectation of future sales of seed, and any use of Seed in violation of this Agreement will constitute an attempt to intentionally injure or destroy Advanced Genetics, Inc. and its suppliers' prospective business expectations in future sales of seed.

User agrees and acknowledges that any use of Seed from Advanced Genetics, Inc. in violation of this Agreement will cause substantial damage to Advanced Genetics, Inc. and/or its suppliers, and that if subsequent production of the Seed is used to create a seed variety or seed product, substantial damage to Advanced Genetics, Inc. and/or its suppliers for all seed varieties or seed products thereby created will be caused. This Agreement shall not limit any other rights, legal or equitable, that Advanced Genetics, Inc. and its suppliers have but shall be accumulative.

User agrees to only use agricultural herbicide that are expressly labeled for use in conjunction with the Seed and have received government approvals as specified in a product use guide.

NOTICE OF REQUIRED ARBITRATION

Under the seed laws of several states arbitration, mediation or conciliation is required as a prerequisite to maintaining a legal action based upon the failure of seed to produce as represented. The consumer shall file a complaint along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer within such time as to permit inspection of the crops, plants or trees by the designated agency and the seller from whom the seed was purchased. A copy of the complaint shall be sent to the seller by certified or registered mail or as otherwise provided by state statute.

OTHER TERMS & CONDITIONS

For sale in the U.S. only. Advanced Genetics, Inc. assumes no responsibility for Advanced Genetics, Inc. supplier's, distributor's or dealer's verbal and/or written claims, promises, warranties or actions which are contrary to Advanced Genetics, Inc. normal operating policies. User must notify Advanced Genetics, Inc. within fourteen (14) days of becoming aware of alleged issues regarding the quality or performance of the Seed.

LIMITATION OF WARRANTIES & DAMAGES

Advanced Genetics, Inc. warrants, to the extent of the purchase price and to the extent that the packaging and label have not been compromised, that the Seed is as described on the package and the tag attached thereto within recognized tolerances. Advanced Genetics, Inc. gives no other WARRANTY, expressed or implied, of MERCHANTABILITY or FITNESS of the Seed for any particular purpose, nor any warranty against loss due to any cause, including environmental conditions, soil conditions or farming practices, or the response of the Seed to any such conditions. Advanced Genetics, Inc. shall not be liable for incidental or consequential damages, including loss of profits. LIABILITY for damages for any cause, including breach of contract, breach of warranty, and negligence, with respect to the sale of seed is LIMITED to the purchase price of the Seed. THIS REMEDY IS EXCLUSIVE. BY ACCEPTANCE OF THIS SEED OR OPENING THIS PACKAGE, USER ACCEPTS THE TERMS HEREIN. IF USER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, USER MUST RETURN THE ORIGINAL UNOPENED SEED PACKAGE TO ADVANCED GENETICS, INC. WITHIN TWENTY DAYS OF RECEIPT AND USER'S SOLE REMEDY SHALL BE FOR REFUND OF THE USER'S ORIGINAL PURCHASE PRICE. Advanced Genetics, Inc. may modify and amend the terms and conditions of this Agreement without notice and in its sole discretion.

Advanced Genetics, Inc. has utilized standard industry isolation and purity procedures in the production of seed products. Because of contamination factors beyond Advanced Genetics, Inc. control, Advanced Genetics, Inc. cannot warrant or represent that Advanced Genetic seed products are free of other genetically modified organisms.

Words and phrases herein shall be construed as in singular or plural number, according to the context.

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Seed containing a patented trait can only be used to plant a single commercial crop from which seed cannot be saved and replanted. Examples of seed containing a patented trait include but are not limited to Genuity® Roundup Ready 2 Yield® soybeans, and Roundup Ready 2 Xtend® soybeans. Additional information and limitations on the use of these products are provided in the Monsanto Technology Stewardship Agreement, the Monsanto Technology Use Guide, and the Roundup Ready 2 Xtend® Soybean Technology Use Guide Supplement. U.S. patents for Monsanto technologies can be found at the following webpage:

<http://www.monsantotechnology.com>.

NEW SEED DOESN'T COST ... IT PAYS

Extensive third-party research has demonstrated that the cost of planting saved soybean seed can meet – or even exceed – the cost of purchasing new seed. Factors considered include cleaning, bagging, and hauling saved seed, the opportunity cost associated with not selling one

bushel of soybeans, and a documented yield disadvantage of 1.8 bushel per acre compared with purchasing new, high-yielding seed.

Growers purchasing new seed from Advanced Genetics, Inc. gain access to the following benefits:

- **Yield.** Planting newly purchased seed ensures that you are using the latest and highest-yielding genetics available for maximum yields.
- **Access to the latest technology.** Purchasing new seed ensures access to the latest seed technologies on the market today.
- **Reliable germination and quality.** Branded seed has been rigorously tested for quality, has been properly stored and conditioned, and is free of weed seeds and seedborne diseases.
- **Customer Service.** Purchased seed comes in convenient packaging and brings access to dealer agronomic support both before and after the sale.

The purchase of new seed from Advanced Genetics, Inc. provides a grower with the industry's newest elite germplasm, which has been rigorously tested to Advanced Genetics, Inc. strict quality standards.

Most soybeans are covered by varietal patents, which does not allow you to save and plant the seed from these varieties without a license. Dollars paid on the purchase of new seed provide funding for research and development of new traits and higher yielding germplasm. Advanced Genetics, Inc. and its trait providers such as Monsanto and Bayer are committed to our customer's success.

Monsanto Company is a member of Excellence Through Stewardship® (ETS).

Monsanto products are commercialized in accordance with ETS Product Launch Stewardship Guidance, and in compliance with Monsanto's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. Certain products have been approved for import into key export markets with functioning regulatory systems. Any crop or material produced from this product can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted. **Growers should talk to their grain handler or product purchaser to confirm their buying position for this product. Growers should refer to**

<http://www.biotradestatus.com/> for any updated information on import country approvals.

Excellence Through Stewardship® is a registered trademark of Biotechnology Industry Organization.

B.t. products may not yet be registered in all states. Check with your Monsanto representative for the registration status in your state.

IMPORTANT IRM INFORMATION: RIB Complete® corn blend products do not require the planting of a structured refuge except in the Cotton-Growing Area where corn earworm is a

significant pest. SmartStax® RIB Complete® corn blend is not allowed to be sold for planting in the Cotton-Growing Area. See the IRM/Grower Guide for additional information. Always read and follow IRM requirements.

ALWAYS READ AND FOLLOW DIRECTIONS FOR USE ON PESTICIDE LABELING

IT IS A VIOLATION OF FEDERAL AND STATE LAW to use any pesticide product other than in accordance with its labeling. NOT ALL formulations of dicamba or glyphosate are approved for in-crop use with Roundup Ready 2 Xtend® soybeans. ONLY USE FORMULATIONS THAT ARE SPECIFICALLY LABELED FOR SUCH USES AND APPROVED FOR SUCH USE IN THE STATE OF APPLICATION. XTENDIMAX® HERBICIDE WITH VAPORGRIP® TECHNOLOGY AND IN CROP USES MAY NOT BE APPROVED IN ALL STATES. Contact the U.S. EPA and your state pesticide regulatory agency with any questions about the approval status of dicamba herbicide products for in-crop use with Roundup Ready 2 Xtend® soybeans.

Roundup Ready 2 Xtend® soybeans contain genes that confer tolerance to glyphosate and dicamba. Contact your Monsanto dealer or refer to Monsanto's Technology Use Guide for recommended weed control programs.

ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. Roundup Ready® technology contains genes that confer tolerance to glyphosate, an active ingredient in Roundup® brand agricultural herbicides. Agricultural herbicides containing glyphosate will kill crops that are not tolerant to glyphosate.

Acceleron®, Genuity®, RIB Complete®, RIB Complete and Design®, Roundup Ready 2 Technology and Design®, Roundup Ready 2 Xtend®, Roundup Ready 2 Yield®, Roundup Ready®, Roundup®, SmartStax and Design®, VaporGrip™, VT Double Pro®, VT Triple Pro® and XtendiMax™ are trademarks of Monsanto Technology LLC. LibertyLink and the Water Droplet Design® is a registered trademark of Bayer. Herculex® is a registered trademark of Dow AgroSciences LLC. Respect the Refuge and Corn Design® and Respect the Refuge® are registered trademarks of National Corn Growers Association. All other trademarks are the property of their respective owner.



LibertyLink® Soybeans

The LibertyLink® trait with Liberty® herbicide provides excellent weed control and preserves the yield potential of high-performing varieties. Soybeans with the LibertyLink trait allow growers to spray Liberty in-crop for nonselective post-emergence control of even the toughest weeds, including Palmer amaranth, giant ragweed, waterhemp and marestalk. Liberty works fast, controlling weeds within days versus weeks, before they jeopardize yield potential. Liberty is a group 10 herbicide mode of action.*

Liberty® Herbicide

Every missed weed can impact yield. With Liberty® herbicide, your toughest weeds are better controlled with a different chemistry and group 10 SOA* to provide a unique herbicide mode of action. The LibertyLink trait allows growers to spray Liberty herbicide in-crop for nonselective postemergence control of even the toughest weeds, including Palmer amaranth, giant ragweed, waterhemp, and marestalk. Liberty lets growers handle tough-to-control weeds while protecting yield, profit and the long-term success of their operation.

*Herbicide mode of action groups designated by the Weed Science Society of America.

Respect the Rotation™ Statement

Respect the Rotation™ is an initiative to elevate the importance and farmer adoption of herbicide diversity to prevent or manage weed resistance. Glyphosate weed resistance is a dominating threat throughout the U.S. that affects land values, rental agreements, conservation tillage and can greatly reduce yields. Use of integrated Weed Management practices, such as use of residuals, pre-emergence herbicides and rotation of crops, traits and herbicides, is critical as no one method is likely to be completely successful.

LibertyLink® Patent Statement

Soybean seeds containing LibertyLink® are protected under multiple U.S. patents and may be planted only to produce one (1) commercial crop, and only after signing a Bayer Technology Agreement. It is illegal to save or catch soybean seeds containing the LibertyLink trait for use as planting seed or for transfer to others for use as planting seed.

Trademark Statement


Bayer CropScience LP, 2 T.W. Alexander Drive, Research Triangle Park, NC 27709. Always read and follow label instructions. Bayer (reg'd), the Bayer Cross (reg'd), Respect the Rotation™, Liberty®, LibertyLink® and the Water Droplet Design (reg'd) are trademarks of Bayer. Liberty is not registered in all states. For additional product information call toll-free 1-866-99-Bayer (1-866-992-2937) or visit our website at www.BayerCropScience.us.

FOR SALE AND PLANTING IN THE U.S. ONLY

Seed products with the LibertyLink® (LL) trait are resistant to the herbicide glufosinate ammonium, an alternative to glyphosate in corn and soybeans, and combine high yielding genetics with the powerful, non-selective, post-emergent weed control of Liberty® herbicide for optimum yield and excellent weed control.

Agrisure® Traits

Consult bag tags for E-Z Refuge product herbicide options; only those labeled GT/LL may be sprayed with glufosinate. Agrisure®, Agrisure Artesian®, Agrisure Duracode®, Agrisure Viptera®, Artesian™ and E-Z Refuge® are trademarks of a Syngenta group company. HERCULEX® and the HERCULEX shield are registered trademarks of Dow AgroSciences, LLC. HERCULEX Insect Protection technology by Dow AgroSciences. LibertyLink®, Liberty® and the Water Droplet design are registered trademarks of Bayer.



Insect Resistance Management
Planting Refuges, Preserving Technology

Before opening a bag of seed, be sure to read, understand and accept the stewardship requirements, **including applicable refuge requirements for insect resistance management**, for the biotechnology traits expressed in the seed as set forth in the Agreement that you sign. By opening and using a bag of seed, you are reaffirming your obligation to comply with the most recent stewardship requirements.



Respect the Refuge and Corn Design® and Respect the Refuge® are registered trademarks of National Corn Growers Association. All other trademarks are the property of their respective owners.

