

Seed the Technology,
Harvest the Rewards.

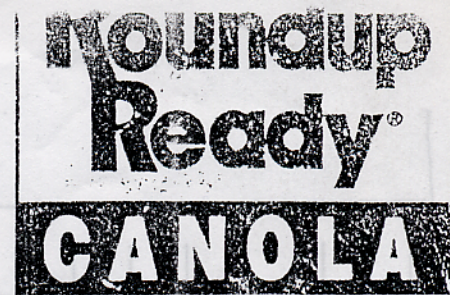


TECHNOLOGY USE AGREEMENT
TERMS AND CONDITIONS

1. The Grower shall use any purchased Roundup Ready® canola seed for planting one and only one crop for resale for consumption. The Grower agrees not to save seed produced from Roundup Ready canola seed for the purpose of replanting nor to sell, give, transfer or otherwise convey any such seed for the purpose of replanting. The Grower also agrees not to harvest any volunteer Roundup Ready canola seed crops.
2. The Grower shall purchase and use only Roundup® branded herbicide labelled for use on all Roundup Ready canola seed purchased. The Grower shall purchase both the Roundup branded herbicide and the Technology Use Agreement as a package from his retailer of choice. The Seed Purchase Fee shall be non refundable after the date of reconciliation of actual acres planted as set forth in the Monsanto Roundup Ready canola service policy.
3. Monsanto warrants the tolerance of plants from Roundup Ready canola seed to Roundup herbicide when used at specified label rates and as per label instruction.
4. The Grower grants Monsanto the right to inspect, take samples and test all of the Grower's owned and/or leased fields planted with canola, or any other land farmed by the Grower, and to monitor the Grower's canola fields and storage bins for the following three years for compliance with the terms of this Agreement. All such inspections shall be performed at a reasonable time, and if possible, in the presence of the Grower. The Grower also agrees to supply upon request the locations of all fields planted with canola in the following three years. Grower has or shall obtain all permissions required for Monsanto to exercise this right to inspect, take samples and test.
5. If the Grower violates any of the Terms and Conditions of this Agreement, the Grower shall forfeit any right to obtain any Agreement in the future and this Agreement may, at Monsanto's option, be terminated immediately. In the event of any use of Roundup Ready canola seed which is not specifically authorized in this Agreement, the Grower agrees that Monsanto will incur a substantial risk of losing control of Roundup Ready canola seed and that it may not be possible to accurately determine the amount of Monsanto's damages. The Grower therefore agrees:
 - a) to pay Monsanto \$15.00 per acre for every acre planted with Roundup Ready canola seed not covered by this Agreement; and
 - b) to deliver to Monsanto or its designated agent, at the Grower's expense, all seed containing the Roundup Ready gene that results from the unauthorized use of Roundup Ready canola; or at Monsanto's option, the Grower shall destroy all crop containing the Roundup Ready gene resulting from the unauthorized use of Roundup Ready canola; and
 - c) if the Grower sells, gives, transfers or otherwise conveys any seed containing the Roundup Ready gene contrary to the Terms and Conditions of this Agreement, the Grower shall pay to Monsanto a sum equal to \$15.00 for each acre capable of being planted using the seed that was sold, given, transferred or otherwise conveyed, or a sum equal to the amount received by the Grower for the seed that was sold, given, transferred or otherwise conveyed, whichever is greater; and
 - d) to pay Monsanto all costs incurred by it as a result of the Grower breaking any of the terms and conditions of this Agreement, including all legal fees and disbursements incurred by Monsanto on a solicitor and client basis.
6. The Terms and Conditions of this Agreement are personal to the Grower and shall be binding and have full force and effect on the heirs, personal representatives, successors and permitted assigns of the Grower, but the Grower's rights hereunder shall not otherwise be transferable or assignable without the express written consent of Monsanto.
7. All Terms, Conditions and provisions of this Agreement are severable, and any Term, Condition or provision or application thereof which may be prohibited or unenforceable by law shall be ineffective to the extent of such prohibition or unenforceability without affecting the remainder of this Agreement or any other application of such Term, Condition or provision. The use of the title "Technology Use Agreement" is for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

Only Roundup Transorb and Roundup Original herbicides are registered for use on Roundup Ready canola.
Please read and follow label directions for all Roundup branded herbicides prior to use Roundup, Roundup Ready, Roundup Original and Roundup Transorb are trademarks of Monsanto
Company Monsanto Canada Inc., licensee © Monsanto Canada, Inc.

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