

Confluence Genetics Technology Use and Stewardship Agreement

This Confluence Genetics Technology Use and Stewardship Agreement (“TUSA”) is entered into by the Grower identified below (“Grower”) and Confluence Genetics, LLC (“Confluence Genetics”) to set forth the terms and condition upon which Grower shall use Seeds containing Confluence Genetics Technology, including certain including certain proprietary technology protected by patents, plant variety protection certificates, plant breeders' rights, trade secrets, and proprietary know-how, as each is defined below. Confluence Genetics is a licensee of technology and intellectual property owned or controlled by the Missouri Soybean Merchandising Council and other related agencies (collectively “MSMC”), and other plant breeding organizations. Grower's rights under this TUSA are limited to those expressly granted herein and are subject to the intellectual property rights retained by such licensors (collectively, "Licensors") each as defined below.

By signing this TUSA, Grower represents and acknowledges that: (1) Grower has read and understands the terms and conditions of this TUSA; (2) Grower is fully authorized to enter into this TUSA on its own behalf or the legal entity identified below, and (3) the terms and conditions of this TUSA are legally binding on the Grower and all individuals and entities that will plant and grow crops from Seeds provided by Confluence Genetics.

Grower ID Number (if applicable)	TUSA Reference Number	FEIN Number (if applicable)	
Grower’s Last Name	First Name	Entity Name	
Mailing Address			
City	State	County	Zip Code
Telephone	Mobile	E-mail	
Supplier Business Name		Supplier Seed Rep Name	
Crop Year	Comments		

1. **Definitions.** For the purposes of this TUSA capitalized terms shall have meaning as set forth in this Agreement:
 - a. “Seeds” means Confluence Genetics commercial soybean varieties that contain certain proprietary technology protected under intellectual property rights, including patents, plant variety protection certificates, plant breeders' rights, trade secrets, and proprietary know-how, owned or controlled by Confluence Genetics or its Licensors. The specific patents, plant variety protection certificates, plant breeders' rights, and other intellectual property rights applicable to Seeds shall be identified on the Seed label or bag tag, and may be amended from time to time.

- b. "Confluence Genetics IP" means all patents, patent applications, plant variety protection certificates, plant breeders' rights, trade secrets, proprietary know-how, and other intellectual property rights relating to the Seeds or Specialty Grain, including but not limited to the HO Patents (as defined below) and any intellectual property listed on the Seed label or bag tag.
 - c. "HO Patents" means U.S. Patents 9,035,129, 9,198,365, 10,087,454, 10,329,576, and 10,774,377, which are co-owned by the University of Missouri and the USDA, and are exclusively licensed to MSMC, and Licensors under this Agreement. The HO Patents list may be amended from time to time as patents expire or as new patents are issued claiming priority to the foregoing patents, in which case Confluence Genetics will provide written notice to Grower.
 - d. "Specialty Grain" or means the specialty soybeans grown from Seeds provided pursuant to this TUSA.
2. Production Condition. Grower expressly agrees that all Seeds and all Specialty Grain derived from such Seeds are subject to the terms of this TUSA. Grower further acknowledges that any Seeds or Specialty Grain are subject to all patent, plant variety protection, plant breeders' rights, and other intellectual property restrictions identified on the Seed label or bag tag, and that breach of this TUSA or unauthorized use of Seeds or Specialty Grain may constitute infringement of the Confluence Genetics IP and its Licensors' intellectual property rights
3. Grower's Limited Use License.
- a. Grower acknowledges that the Seeds contain proprietary technology protected under intellectual property rights owned or controlled by Confluence Genetics or its affiliates or Licensors ("Confluence Genetics IP" or "Confluence Genetics Technology").
 - b. Upon receipt of this fully executed TUSA by Confluence Genetics, Grower is granted a limited, non-transferable, fee-bearing, non-exclusive license to plant Seeds to produce a single commercial crop of Specialty Grain in the United States of America for a single growing season subject to the terms and conditions of this TUSA. The limited license granted to Grower in this TUSA is not sublicensable or assignable and not transferable without the prior written consent of Confluence Genetics. Any planting or growing of Seeds in any season other than the designated growing season, or for any crop season beyond one year from the date of execution of this TUSA, is strictly prohibited.
 - c. Grower acknowledges and agrees that Confluence Genetics and its Licensors retains all rights to enforce the Confluence Genetics IP and HO Patents in relation to all Seeds.
 - d. Grower agrees to not save, clean, condition, or store any Specialty Grain or Seeds for use in any subsequent crop or growing season, nor to use any Seeds or Specialty Grain, or their derivatives (including any plant parts, pollen, or genetic material), for any of the following purposes without the prior written consent of Confluence Genetics:
 - sell, provide, transfer, export, sublicense, give or supply any Seeds or the Specialty Grain or their derivatives (including any plant parts) to any other person, company, dealer, corporation or entity for crop breeding, research (other than to make agronomic comparison and conduct yield testing for Grower's own personal use or to provide information or data related hereto or general agronomic research to Confluence Genetics), generation of registration data or seed production. The provisions of this TUSA shall be broadly interpreted and enforced. Any use or transfer of the Seeds or their derivatives (including any plant parts) not expressly permitted by this TUSA may subject Grower and any unauthorized, third-party recipient of the Seeds or their derivatives to liability and enforcement actions.

- e. Grower shall not disclose or transfer any genetic material, seed samples, plant tissue, or pollen derived from Seeds or Specialty Grain to any third party (including any contract research organization, breeding service, or agricultural university) without the prior written consent of Confluence Genetics and, where applicable, Licensors. Any such prohibited transfer shall constitute a material breach of this TUSA and may subject Grower and the unauthorized third-party recipient to enforcement actions by Confluence Genetics and Licensors.
 - f. Grower acknowledges that all Seeds and Specialty Grain contain and embody Confluence Genetics IP and the HO Patents, and that Grower's use of Seeds or Specialty Grain is licensed, not sold. Grower does not acquire any ownership interest in, or residual rights to, the Confluence Genetics IP, the HO Patents, or any improvements or derivatives thereof.
4. Risk of Loss. Grower shall bear the risk of loss for the Seeds starting when Seeds are delivered to Grower or Grower's designated delivery location.
5. Confluence Genetics Technology Fees. Grower agrees to pay all applicable Seed fees and any applicable Seed treatments ("Seed Fees"). Confluence Genetics reserves the right to change Seed Fees and associated charges, with or without notice. The Seed Fees include a license fee for the limited use of the Confluence Genetics IP and HO Patents according to the scope of rights granted in Section 3. Grower acknowledges that the Seed Fees are payment for the license right only and do not constitute a purchase or conveyance of any ownership or perpetual rights in the Confluence Genetics IP or HO Patents.
6. Records, Inspection, Enforcement.
- a. **Records Maintenance.** Grower shall maintain complete, true, and accurate books and records relating to Confluence Genetics Seeds and Specialty Grain at Grower's principal place of business. Such records shall be kept for a minimum of six (6) years following the end of the year to which such records pertain, and shall be kept in a manner suitable for audit verification. Notwithstanding expiration or termination of this TUSA, such records shall remain open for audit during the six (6) year retention period.
 - b. **Inspection Rights.** During the term of this TUSA and for a period of six (6) years thereafter, Grower hereby grants Confluence Genetics, its representatives, and Licensors the right to enter upon property being farmed by Grower or any affiliated persons, to collect samples of soybean crops, crop residue, seeds and herbicides from such property, and to inspect all records, receipts, or other documents relating to the purchase, planting, herbicide treatment, harvest, storage, and transfer of Confluence Genetics Seed and the soybean crop produced from Seed including but not limited to inspecting Summary Acreage History Report, Producer Farm Data Report, Form 578, aerial photographs, Risk Management Agency claim documentation, receipts for Seed and herbicides, and herbicide applicator records. Inspection may occur following Confluence Genetics' or Licensors' reasonable attempt to contact Grower and after providing at least seven (7) days' prior written notice to Grower at the address provided herein; provided, however, that emergency inspections (e.g., following a complaint of suspected unauthorized breeding or use) may be conducted with shorter notice or without notice if necessary to prevent loss of evidence. Grower shall reasonably cooperate with any investigation under this Section 6.
 - c. **Confidentiality of Records.** All records subjected to inspection or audit shall be treated as Grower's confidential information by Confluence Genetics and Licensors, and shall be used solely for the purpose of verifying Grower's compliance with this TUSA, confirming the location and disposition of Seeds and Specialty

Grain, and assessing any amounts payable to Confluence Genetics or Licensors. Access to Grower's records shall be limited to information that directly supports or verifies compliance with this TUSA.

7. Term and Termination.

a. **Term.** The term of this TUSA shall begin when this TUSA signed by Grower and shall continue for a period of one (1) year to encompass the single growing seasons of the Specialty Grain, unless this TUSA is terminated earlier in accordance with its terms.

b. **Termination by Confluence Genetics.** Confluence Genetics may terminate this TUSA at-will, in whole or in part, effective immediately (or upon such date as specified in the termination notice) by delivering written notice to Grower at the address provided herein. Grounds for immediate termination without opportunity to cure include, but are not limited to: (i) any breach of Sections 3 (License Restrictions), 7 (Inspection/Records), or 13 (Patent Challenge); (ii) unauthorized use of Seeds or Specialty Grain for breeding, research, registration, or export; (iii) failure to comply with record-keeping or inspection requirements; or (iv) any Challenge to the validity of Confluence Genetics IP or HO Patents. Confluence Genetics shall provide written notice of any termination to Grower at the contact information provided on the signature page hereof.

c. **Survival of Obligations.** Upon expiration or termination of this TUSA for any reason, Grower's obligations and Confluence Genetics' and Licensors' rights under Sections 3 (Limited Use License), 7 (Records and Inspection), 8 (Term and Termination), 9 (Transferability), 10 (Choice of Law/Forum), 11 (Attorneys' Fees and Enforcement Costs), 12 (Limitations on Warranty and Liability), 13 (Patent Challenge), and 14 (Miscellaneous) shall survive for a period of six (6) years from the date of termination or expiration of this TUSA, or such longer period as required by Licensors' agreements or applicable intellectual property law.

d. **Consequences of Termination.** Upon termination or expiration of this TUSA, Grower's license to plant, grow, harvest, or otherwise use any remaining Seeds or Specialty Grain shall immediately cease. Grower shall not plant any Seeds in any subsequent growing season and shall manage all Specialty Grain crop residue and storage in accordance with Confluence Genetics' and Licensors' written instructions, which may require destruction, testing, or other measures to ensure no unauthorized use in future crop years.

8. Transferability. Grower may not transfer, assign, sublicense, or delegate its rights or obligations under this TUSA to any third party without the prior written consent of Confluence Genetics, and where applicable its Licensors, and any such attempted transfer without consent shall be null and void. For purposes of this Section, a transfer includes any actual or constructive transfer by operation of law (including by inheritance, bankruptcy, corporate reorganization, or merger). If Grower's rights or obligations are transferred with Confluence Genetics' prior written consent or by operation of law that cannot be avoided, then this TUSA shall be binding upon and enforceable against the person or entity receiving the transferred rights or obligations, provided, however, that Grower shall remain directly and primarily liable for the compliance of such person or entity, as well as Grower's own continued compliance, with this TUSA. Confluence Genetics may assign this TUSA freely without Grower's consent.

Choice of Law/Forum. This TUSA, and all matters arising out of or relating to this TUSA, including without limitation any disputes concerning the validity, enforceability, or scope of the Confluence Genetics IP and HO Patents, shall be governed by the laws of the State of Missouri, without giving account to its conflict of law principles. Nothing in this TUSA will limit either party's ability to seek equitable relief. BY EXECUTING THIS TUSA, GROWER IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FOLLOWING COURTS FOR ANY CLAIMS, DISPUTES, ACTIONS OR PROCEEDINGS ARISING OUT OF OR

RELATING TO THIS TUSA, CONFLUENCE GENETICS IP, OR THE USE OF SEEDS OR SPECIALTY GRAIN: THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, SITTING IN ST. LOUIS, MISSOURI, OR THE COURTS OF THE STATE OF MISSOURI SITTING IN ST. LOUIS COUNTY, MISSOURI. Grower irrevocably waives any objection to venue and any claim that such court is an inconvenient forum.

In the event of any conflict between this TUSA and any Production Agreement, Planting Agreement, seed bag terms, seed label, or bag tag, the terms of this TUSA shall govern and control with respect to intellectual property restrictions, use limitations, inspection rights, and enforcement rights relating to the Confluence Genetics IP and HO Patents. This TUSA is intended to be the controlling instrument for all IP-related matters and stewardship obligations.

10. Miscellaneous.

a. **Attorney's Fees.** If a party prevails in any action, suit, proceeding, investigation, or administrative proceeding to enforce this TUSA or to protect the Confluence Genetics IP or HO Patents against infringement, unauthorized use, or breach by Grower, the non-prevailing party shall pay all reasonable attorneys' fees, costs, and expenses (including expert witness fees, investigation costs, and costs of sample testing and analysis) incurred by the prevailing party or Licensor(s) in connection with such enforcement action. This provision shall apply to both litigation and alternative dispute resolution (such as mediation or arbitration) and shall survive the expiration or termination of this TUSA for the duration of any enforcement proceedings. A party's obligation to pay such fees shall not limit any other remedies available to a respective party or licensors at law or in equity.

b. **Compliance with Law.** Grower shall comply with all federal, state, and local laws, rules, orders, and regulations related to its performance of this TUSA, including but not limited to applicable export control laws, sanctions laws, and antiboycott laws in connection with its handling, storage, transfer, export, and disposition of Seeds and Specialty Grain. Grower represents and warrants that it is not a designated party, blocked person, or entity subject to export control or sanctions restrictions and that it shall not knowingly transfer, export, or distribute Seeds or Specialty Grain to any third party or jurisdiction subject to U.S. or international export controls or sanctions.

c. **Pesticide and Herbicide Use.** Grower shall ensure that any fungicides, insecticides, herbicides, pesticides, or other chemicals used by Grower in connection with this TUSA are applied in strict accordance with the label directions and any applicable federal, state, and local application rules and requirements for use on soybeans. Grower shall maintain records of all pesticide and herbicide applications (as required in Section 7(a)) and shall follow all integrated pest management guidelines and resistance management practices. Grower must always read and follow all pesticide label directions and shall be solely responsible for any damages or liabilities resulting from misapplication or non-compliance with label directions.

d. **Non-Waiver.** The failure of Confluence Genetics or Licensors to exercise one or more of their rights under this TUSA or related to the Confluence Genetics IP shall not be deemed a waiver of such rights. No waiver shall be effective unless in writing and signed by an authorized representative of Confluence Genetics. Grower's continuing or repeated breaches shall not cure prior breaches or constitute acceptance of non-compliant conduct.

e. **Severability.** If any term, provision, or condition of this TUSA is held to be invalid, illegal, unenforceable, or void, in whole or in part, by a court of competent jurisdiction, the remaining terms of this TUSA shall not be affected thereby and shall continue to be valid, legal, and enforceable to the maximum extent permitted by

law. The invalid or unenforceable term shall be reformed and construed as narrowly as necessary to make it enforceable while preserving the original intent and economic benefits of the Parties.

f. Modification of Terms. Confluence Genetics may unilaterally modify the terms and conditions of this TUSA (including any seed bag label, tag, or incorporated terms) from time to time as Confluence Genetics deems necessary in its sole discretion, including modifications to comply with new intellectual property rights, regulatory requirements, or stewardship guidelines. Confluence Genetics shall notify Grower of any material amendments by email or mail to the contact information provided by Grower on the signature page hereof. Unless Grower objects in writing within fifteen (15) days of receipt of notice of amendment, Grower shall be deemed to have accepted the amended terms. Continued use of Confluence Genetics Seeds or Specialty Grain after the effective date of any amendment shall constitute acceptance of the amended terms.

g. Integration and Supersession. This TUSA, including all terms and conditions on the Seed bag, label, or tag, constitute the entire agreement of the parties and supersede all previous understandings, agreements, and negotiations between the parties relating to the subject matter hereof. Each party acknowledges that it has not relied upon any oral representations, agreements, or understandings not set forth herein. In the event of any conflict between this TUSA and any other production agreement, planting agreement, seed bag terms, or bag tag, this TUSA shall govern and prevail with respect to the use, restrictions, intellectual property protection, and enforcement of Seeds and Specialty Grain.

h. Electronic Signatures. The parties hereby authorize and acknowledge that electronic signatures (including DocuSign, PDF signature, or other electronic means that creates a legally binding signature) are legal and binding for execution and delivery of this TUSA.

i. Third-Party Beneficiaries. Grower acknowledges and agrees that all Licensors (including but not limited to MSMC, the University of Missouri, the USDA, and any other entities owning or controlling intellectual property in the Seeds) are express third-party beneficiaries of this TUSA with respect to Sections 3 (License Restrictions), 7 (Records and Inspection), 10 (Choice of Law/Forum), 11 (Attorneys' Fees), and 13 (Patent Challenge), and that Licensors may enforce their rights directly against Grower.

11. LIMITATIONS ON WARRANTY, DAMAGES, AND REMEDIES. GROWER ACKNOWLEDGES AND AGREES THAT GROWER'S RIGHTS ARE LIMITED TO A SINGLE GROWING SEASON IN A SINGLE YEAR, AND GROWER ASSUMES ALL RISKS OF LOSS, CROP FAILURE, OR INABILITY TO ACHIEVE PROJECTED YIELDS, AND THE RESTRICTIONS ON SEED SAVING, BREEDING, AND REUSE ARE MATERIALS TERMS OF THIS AGREEMENT AND NOT SUBJECT TO WAIVER. GROWER FURTHER ACKNOWLEDGES AND AGREES THAT SEED AND CROP PERFORMANCE DEPENDS UPON MANY CONDITIONS BEYOND THE CONTROL OF CONFLUENCE GENETICS AND ITS AFFILIATES.

THE FOLLOWING WARRANTIES, DISCLAIMER AND LIMITATIONS AS TO WARRANTIES, DAMAGES AND REMEDIES ARE TERMS AND CONDITIONS OF USE FOR THESE SEEDS AND CANNOT BE MODIFIED OR AMENDED AT ANY TIME EXCEPT BY A WRITING BY CONFLUENCE GENETICS SPECIFICALLY AGREEING TO SAID AMENDED TERMS. CONFLUENCE GENETICS WARRANTS THAT THE SEEDS DELIVERED BY IT OR ITS AFFILIATES CONFORM TO THE PRODUCT DESCRIPTIONS ON THE LABEL WITHIN TOLERANCES, IF ANY, ESTABLISHED BY LAW. CONFLUENCE GENETICS AND ITS AFFILIATES GIVE NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE WHEREBY EXPRESSLY DISCLAIMED. GROWER'S

SOLE AND EXCLUSIVE REMEDY FOR ANY LOSS FROM ANY BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER CAUSE, SHALL BE LIMITED TO THE REFUND OF THE SEED FEE OR REPLACEMENT OF THE SEEDS. NEITHER CONFLUENCE GENETICS NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, ENHANCED OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS OR DIMINUTION IN VALUE, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, OR DOWNTIME COSTS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, AND (B) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FURTHERMORE, AS A CONDITION TO ANY POTENTIAL LIABILITY OF CONFLUENCE GENETICS OR ITS AFFILIATES, GROWER MUST INFORM CONFLUENCE GENETICS IN WRITING IMMEDIATELY (AND NO MORE THAN THIRTY (30) DAYS) AFTER ANY CLAIM AGAINST CONFLUENCE GENETICS OR ITS AFFILIATES FIRST BECAME APPARENT AND SHALL COOPERATE FULLY IN CONFLUENCE GENETICS OR ITS AFFILIATES' INVESTIGATION OF SUCH CLAIM. GROWER WILL INDEMNIFY AND HOLD CONFLUENCE GENETICS HARMLESS AGAINST AND FROM ALL DAMAGES, CLAIMS, JUDGMENTS, SETTLEMENTS, INJURIES OR LOSSES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THIS TUSA DUE TO GROWER'S ACTIONS OR INACTIONS.

12. Notice of Infringement/Patent Challenge.

a. **Definition of Challenge.** If Grower contests, challenges, or assists any third party in challenging the validity, enforceability, patentability, scope, allowance, issuance, reissuance, modification, or continuation of any Confluence Genetics IP or HO Patents in any forum, including but not limited to: (i) press releases, public announcements, or public filings; (ii) patent office proceedings (such as inter partes review, post-grant review, reexamination, supplemental examination, or derivation proceedings); (iii) litigation (including counterclaims or patent invalidity defenses); (iv) administrative or regulatory proceedings; or (v) any assistance provided directly or indirectly to any third party in any such challenge (collectively, a "Challenge"), then Confluence Genetics may, upon sending written notice to Grower, immediately terminate this TUSA, effective upon delivery of the notice, notwithstanding any other provision of this TUSA or any Production Agreement.

b. **Termination Effect.** Upon Confluence Genetics' delivery of notice of termination based on a Challenge, Grower's limited license to plant, grow, harvest, store, and transfer any Seeds or Specialty Grain shall immediately cease. Grower shall not plant, grow, or harvest any remaining Seeds and shall comply with Confluence Genetics' written instructions regarding the disposition of any Specialty Grain and crop residue.

c. **Unsuccessful Challenge – Cost Allocation.** If any Challenge is initiated by Grower and is unsuccessful, or if a Challenge is dismissed, abandoned, or results in a judgment or settlement unfavorable to the party challenging the Confluence Genetics IP or HO Patents, Grower shall pay all reasonable costs, expenses, and reasonable attorneys' fees incurred by Confluence Genetics and Licensors in defending against such Challenge. An action or proceeding shall be deemed "unsuccessful" if: (i) the proceeding or lawsuit is terminated, dismissed, or abandoned for any reason prior to a settlement, judgment, or order from which no appeal can be or is taken; (ii) one or more of the claims within the Confluence Genetics IP or HO Patents challenged by such lawsuit remain valid and enforceable after any such settlement, judgment, or order becomes final and is in effect; or (iii) Grower would still require a license from any of the Confluence Genetics IP or HO Patents to produce progeny of Seeds or to perform any breeding activity.

d. **Reservation of Rights.** This Section shall not limit Confluence Genetics' or Licensors' right to pursue any other remedies available at law or in equity for breach of this TUSA, infringement of intellectual property rights, or any other cause of action.

IN WITNESS WHEREOF, the undersigned has executed this Confluence Genetics Technology Use and Stewardship Agreement as of the date set forth below intending to bound to terms and conditions set forth herein.

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

Date: _____