

The following is included in the Schedule A Addition to the Master Wheat License Agreement for all LICENSED PRODUCTS indicated in Section I of Schedule A as “Yes” under the SSU column:

1. KSURF, as the owner of any KWA LICENSED PRODUCT (wheat variety) designated for SSU, will apply for U.S. Patents and/or U.S. Plant Variety Protection as appropriate.
2. LICENSEE will be responsible for assuring appropriate notices and markings are made on all labels, invoices, advertisements, or other documents related to the LICENSED PRODUCT when marketed as seed.
3. LICENSEE will be responsible for registering all their dealers and other retailers of LICENSED PRODUCTS with KWA prior to movement of seed. LICENSEE is also responsible to assure that SSU labeling and notices are provided by dealers and other retailers to the final seed purchaser.
4. At the conclusion of the SALES YEAR the LICENSEE shall provide a list of all purchasers of seed of KWA SSU LICENSED PRODUCT, complete with legal mailing address and the quantity of each LICENSED PRODUCT purchased. Likewise, LICENSEE shall provide this information from their dealers and other retailers. KWA may, at its discretion, send notification to any or all such purchasers, as well as other information or advertisements related to KWA LICENSED PRODUCTS. KWA may include the respective LICENSEE name in any communication to purchasers.
5. KWA will not require LICENSEE to obtain signatures from purchasers acknowledging the SSU restrictions on KWA SSU LICENSED PRODUCTS, however, LICENSEE is encouraged to incorporate such acknowledgements into their invoices or other sales documents.
6. KWA will cooperate with official seed certifying agencies to incorporate SSU notifications as appropriate in CERTIFIED SEED labels and certificates.
7. At its discretion, KWA may remove the SSU requirement of any or all LICENSED PRODUCTS at any time.
8. The following documents are incorporated as part of this program:
  - Kansas Wheat Alliance Single-Use License Agreement (Limited-Use Variety)
  - Product Legal Notice

## **Kansas Wheat Alliance Single-Season Use Agreement for Limiting Use of Variety**

### ***Grower License***

The letter, form, bag and /or tag accompanying the seed may contain important information regarding the patent and Plant Variety Protection Certificate notices, and other rights and restrictions, which information is incorporated herein by reference. Grower is advised that this Agreement applies only to seed of the Kansas Wheat Alliance licensed varieties designated by Kansas Wheat Alliance in a published list for the year of the purchase. The list of varieties covered by this Agreement may be published by Kansas Wheat Alliance electronically or in print and may be updated, at Kansas Wheat Alliance's sole discretion, from year to year.

### ***Grower Responsibilities***

Grower agrees to:

- (a) Acquire seed only through Kansas Wheat Alliance authorized seed suppliers (associates or dealers); and
- (b) Use seed solely for planting and producing a single crop and not to save any grain produced from seed for planting by grower or any other person or entity; and
- (c) Not supply, transfer, license or sublicense seed to any other person or entity for planting or any other purpose; and
- (d) Ensure that seed, grain produced from seed or any plant material from seed is not used for crop breeding, research, generation of registration data or seed (unless grower has entered into a valid, written production agreement with a Kansas Wheat Alliance authorized seed supplier); and
- (e) Provide, upon request by Kansas Wheat Alliance, evidence of final disposition of the crop that is produced.

### ***General Provisions***

- (a) The grower's rights may not be transferred to anyone other than a duly authorized agent of Grower without written consent of Kansas Wheat Alliance.
- (b) If grower intentionally breaches this Agreement, in addition to Kansas Wheat Alliance's other remedies, grower's rights under this Agreement will terminate immediately, and grower will no longer have the right to purchase seed. Any obligation that arose before termination will remain in effect.
- (c) Grower agrees that Kansas Wheat Alliance shall be entitled to recover any costs or expenses, including reasonable attorney fees, it incurs in enforcing its rights under this Agreement.

- (d) If any provision(s) of the Agreement is/are determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- (e) This Agreement is governed by the laws of the State of Kansas and of the United States. The parties agree to consent to the jurisdiction of the U.S District Court for the District of Kansas for issues arising under this Agreement.

### **Product Legal Notice**

Individual results may vary, and performance may vary from location to location and from year to year. The result may not be an indicator of results you may obtain as local growing, soil and weather conditions may vary. Growers should evaluate data from multiple locations and years whenever possible.

Kansas Wheat Alliance and Kansas State University Research & Extension provide estimates or recommendations based on models. These do not guarantee results. Consult your agronomist, commodities broker, and other service professionals before making financial, risk management, and farming decisions. Clearfield® is a registered trademark of BASF Corporation. All rights reserved.

If a Patent number(s) is/are printed, this variety is patented. No license under said patent(s) is conveyed through purchase/bailment/transfer of the seeds unless and until purchaser has signed a Kansas Wheat Alliance Seed Agreement or dealer invoice granting a limited use license to produce a single forage or grain crop for feeding or processing. Resale of this seed or supply of saved seed to anyone (including purchaser) for planting is strictly prohibited.

**PVP Plant Variety Protection UNAUTHORIZED PROPAGATION PROHIBITED.**

**PVPA 1994- Unauthorized Sales of Saved Seed for Planting Purposes Prohibited.**

Seed of these varieties may only be sold by variety name and as a class of Certified seed.

**UNAUTHORIZED EXPORT PROHIBITED IF PVP STATUS IS NOT PROTECTED, THE STATEMENT BELOW APPLIES:** Purchaser represents that he is obtaining the seed solely for the purposes of producing a grain, fiber, or forage crop and that the seed, and any product from the seed, shall not be resold as seed or used for seed breeding purposes.

The PVP logo is a registered certification mark of the American Seed Trade Association.