



General Condition of Use for the Website-subpage “KWS TraitWay – Licensing Innovation”

1. Scope

KWS SAAT SE & Co. KGaA (“**KWS**”) is pleased to make the website-subpage “KWS TraitWay-Licensing Innovation” located at <https://www.kws.com/corp/en/traitway> (the “**Website**”) available for your use and benefit. By accessing the Website, you are indicating your acknowledgement and acceptance of the General Condition of Use for the Website (“**Terms of Use**”) set forth below. The use of the Website is strictly voluntary. If you do not agree to these Terms of Use, you shall not use the Website.

These Terms of Use apply to your access to and use of the Website and do not alter in any way the terms and conditions of any other agreement you may already have with and/or you may will have with KWS, in particular not any agreement about the licensing of Native Traits you may conclude with KWS. If you breach any of these Terms of Use, your authorization to use the Website automatically terminates and you shall immediately discontinue use of the Website.

KWS may revise the Terms of Use at any time at its own discretion without notice. Any use of the Website following the date on which changes to the Terms of Use or the Privacy Policy are published on the Website shall constitute your acceptance of all such changes. You expressly agree that KWS shall have no obligation to provide you with any notice of any changes, and you hereby expressly waive any right you may have to receive notice of any changes to the Terms of Use or the Privacy Policy. Please consult the Terms of Use and the Privacy Policy regularly for updates.

2. Content of the Website

On the Website, KWS has placed non-binding information as well as related documentation, contract templates and material (the “**Content**”), in particular with regard to Native Traits developed by KWS and protected by patent or other IP rights of KWS relating to seeds of different crop varieties. Once a Breeders License has been signed by and between KWS and a licensee on the basis of the Breeders License template as made available on the Website (the “**BRL**”), a licensee can directly use the licensed Native Traits for incorporating them into his breeding program within the scope of said BRL. If a BRL licensee intends to use a Native Trait for Commercial Activities as defined in the BRL, he shall reach out to KWS for entering into a Standard Commercial License Agreement as made available of the Website (the “**SCLA**”) and start negotiations on Royalties for the licensed Native Trait(s). For the avoidance of doubt, nothing on the Website shall however be construed as creating any obligation for KWS to conclude any kind of license agreement about Native Traits with you if no agreement on the BRL and/or SCLA can be achieved.

KWS may at any time in whole or in part terminate or discontinue the Website or parts of the Website or change the Content without any prior notice, in particular the list of available Native Traits or the BRL and SCLA made available on the Website. Please note that KWS will only make available Native Traits via KWS TraitWay with no contractual or other constraints attached. Besides, KWS does not accept any liability in relation to the uninterrupted availability of the Website.

Some of the Content available through the Website are provided to KWS by third parties. Wherever practical the source of these third party materials and information is identified. These third party materials and information are provided for your interest and convenience only. KWS does not warrant or represent that these materials and information are current, accurate, complete or reliable. KWS accepts no responsibility for any use to which third party information is put.



As different countries around the world have different laws and regulatory requirements, some Content is available in some countries and not in others. The Website may contain references or cross references to Content or other KWS products and services that may not be available or announced in your country. These references do not imply that KWS intends to announce such Content, other KWS products or services in your country. Consult your local KWS sales representative or contact KWS if you have questions about which Content, other KWS products and services may be available to you.

3. Restrictions on use

You may use the Website for purposes expressly permitted by the Website. You may not use the Website for any other purpose without KWS' express prior written consent. For example, you may not (and may not authorize any other party to)

- (i) co-brand the Website,
- (ii) frame the Website, or
- (iii) link to the Website, without the express prior written permission of an authorized representative of KWS. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Website or content accessible within the Website; "framing" means the process of allowing a user to view the content of the Website while it is framed by information from another website

You agree to cooperate with KWS in causing any unauthorized co-branding, framing or linking immediately to cease.

4. IP Rights

The Content accessible from and/or via the Website is the owned or licensed property of KWS and KWS retains all right, title, and interest in the Content, which is protected by German, European and /or another international IP rights and laws. Additionally, the compilation (meaning the collection, arrangement, and assembly) of the Content on the Website is the exclusive property of KWS and protected by German, European and/or another international copyright laws.

Accordingly, the Content may not be copied, distributed, modified, republished, uploaded, posted, or transmitted in any way without the prior written consent of KWS, except that you may print out a copy of the Content, in particular of the template of the BRA and/or SCLA, solely for your further business dealings with KWS. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in the Terms of Use violates KWS' intellectual property rights.

The trademarks, service marks, trade dress, and "look and feel" (the "**Trademarks**") used and displayed on the Website are registered and unregistered Trademarks of KWS and others. Nothing on the Website shall be construed as granting any license or right to use any Trademark displayed on the Website without the prior written permission of the Trademark owner. Other product and company names mentioned on the Website may be the Trademarks of their respective owners.



Neither title nor intellectual property rights under any copyright, trademark, patent, or other intellectual property right of KWS or any third party are transferred or licensed to you only by your accessing the Website.

5. Disclaimer of accuracy

The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by KWS. Information obtained by using the Website is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your objectives. The Content may contain typographical errors, inaccuracies, or omissions. KWS reserves the right to correct any errors, inaccuracies, or omissions and to change or update the Content at any time without notice to you.

All Content, whether historical in nature or forward-looking, speaks only as of the date the Content is posted on the Website, and KWS does not undertake any obligation to update such Content after it is posted or to remove such Content from the Website if it is at the sole discretion of KWS not, or is no longer, accurate or complete.

6. Warranty and liability

If not otherwise agreed separately with KWS in writing, the Website and the Content are provided on an “as is” basis without warranties of any kind, express, implied, statutory or otherwise. Any liability is hereby excluded, in particular for the correctness, defect-free nature and fitness for particular purpose of the Website and of the Content, unless

- (i) mandatory law (e. g. the Product Liability Act) requires it,
- (ii) as a result of product liability law,
- (iii) as a result of wilful acts or gross negligence,
- (iv) as a result of death or personal injury,
- (v) as a result of the acceptance of a guarantee as to quality,
- (vi) as a result of malicious concealment of a defect, or
- (vii) because of the material breach of a contract. Any damages for material breach of contract shall however be limited to typical, foreseeable damages, insofar as wilful acts or gross negligence are not involved.

KWS makes no representations or warranties of any kind concerning the patent or any IP rights relating to or covering the Native Traits and hereby disclaims all representations and warranties, express or implied, including without limitation non-infringement of any intellectual property rights or other rights of any third party, validity, enforceability and scope of the patent or any IP rights, validity of any claims of the patent or any IP rights, whether issued or pending, and the absence of latent or other defects, whether or not discoverable.

7. Indemnification

You shall indemnify and hold KWS, its directors, employees and affiliates (the “**Indemnified Parties**”) harmless from any breach of the Terms of Use by you, including any use of Content other than as expressly authorized in the Terms of Use or in any other agreement concluded separately between you and KWS in writing. You agree that the Indemnified Parties will have no liability in connection with any such breach or



unauthorized use, and you agree to indemnify any and all resulting loss, damages, costs and expenses of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the Website or the Content accessed from the Website.

8. Prohibited Activities

You shall not with regard to the Website:

- cause any damage or injury to any persons, in particular juveniles, or violate their right to privacy;
- act against good morals by its method of use;
- violate industrial property rights or copyright or other property rights;
- transmit any contents with viruses or so-called "Trojan Horses" or other programming which could damage software;
- provide, store or send hyperlinks or contents to which it is not allowed, in particular if such hyperlinks or contents are a breach of a duty of confidentiality or are unlawful;
- distribute advertising or unsolicited e-mails (so-called "spam") or irrelevant warnings as to viruses, malware or similar in connection with the use or in regard to the Website;
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which may harm KWS or users of the Website or expose them to liability; or
- to use the Website in any way that compromise security or tamper with system resources and/or accounts, in particular to use tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools).

KWS may block access to the Website at any time, in particular if you breach its duties under the Terms of Use.

9. Links

The Website may be linked to other web sites which are not maintained by, or related to, KWS. Links to such sites are provided as a service to users and are not sponsored by or affiliated with the Website or KWS. KWS has not reviewed any or all of such sites and is not responsible for the content of those sites. Links are to be accessed at the user's own risk, and KWS makes no representations or warranties about the content, completeness or accuracy of these links or the sites linked to the Website. Further, the inclusion of any link to a third party site does not necessarily imply endorsement by KWS of that site.

10. Privacy

Any personal data collected via the Website is governed by our Privacy Policy which may be viewed at the Website.

11. Miscellaneous

These Terms of Use constitute the entire agreement between the parties relating to this subject matter.



KWS SAAT SE & Co. KGaA | P.O. Box 1463 | 37555 Einbeck | Germany

Any failure by KWS to enforce any provision of the Terms of Use shall not be construed as a waiver of any provision or the right to enforce same.

If any provision of the Terms of Use is invalid or unenforceable, the other provisions of the Terms of Use will remain in full force and effect. KWS and you shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such an invalid or unenforceable provision, whilst bearing in mind the intention and the spirit of the invalid or unenforceable clause and of the Terms of Use. The same shall apply for an eventual gap.

The Terms of Use and any disputes arising out of and/or relating to the performance, enforcement, breach, termination, validity and/or interpretation of the Terms of Use shall be governed by the laws of Germany without regard to conflict of laws principles.

Any legal action or proceeding arising out of and/or relating to the Terms of Use shall be brought before the competent courts in Hanover, Germany.

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Address

Grimsehlstr. 31
P.O. Box 1463
37555 Einbeck
Germany

Contact

Phone +49 5561 311-0
Fax +49 5561 311-322
info@kws.com
www.kws.com

Chairman of the Board

Philip von dem Bussche
Registry Court Göttingen
HR B 205722

General Partner: **KWS SE**

Registry Court Göttingen
HR B 205844

Chairman of the Board

Philip von dem Bussche
Executive Board
Felix Büchting (CEO)
Peter Hofmann
Eva Kienle
Nicolás Wielandt