

Non-Assert “Pass-Through” Claims
relating to the European patent EP3560330
(Digestibility Trait)

The undersigned,

_____ (name and entity), having its registered office and principal place of business at _____ (address and postal code), _____ (town/city), _____ (country), in this matter duly represented by: _____, in his/her position as _____, hereinafter “**You**”

hereby notifies

KWS SAAT SE & Co. KGaA, for the attention of: Claudia Hallebach, LL.M., Head of Global Legal and IP, having its registered office and principal place of business at Grimsehlstr. 31, 37574 Einbeck, Germany

and acknowledges the following:

1 – DEFINITIONS

“**Affiliate**” means in relation to a Party, any existing and/or future legal entity which directly or indirectly Controls, is Controlled by, or is under common Control with such Party. For the purpose of this definition, “Control” shall mean the direct or indirect ownership of more than fifty percent (50%) of the voting stock of an entity and with respect to any other legal entity, ownership of more than fifty percent (50%) of total equity interests, or otherwise the power, directly or indirectly, to direct substantial management and business policies or decisions of that entity, or the power to veto substantial management and business policies or decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise. Affiliates shall not be considered third parties hereunder.

“**Non-Assert**” means that KWS will not assert the Patent against You and your Affiliates to the extent described in section 2.

“**Patent**” means the granted European patent EP3560330.

“**Territory**” means the Member States of the European Patent Organization in which the Patent has been validated and is still in force.

2 – NON-ASSERT

Subject to the terms and conditions set forth herein, KWS will not assert the Patent against You and your Affiliates to the extent it refers to claims 13, 14 and 15 of the Patent, i.e. the making, using, developing, producing, having produced, marketing, offering to sell, and selling of ensilaged plant material or animal feed and the application of its respective production method in the Territory as described in claims 13, 14 and 15 of the Patent.

3 – LIMITATIONS

3.1 You understand that any use of the Patent by You and/or your Affiliates which goes beyond the Non-Assert granted by KWS in section 2 requires the grant of a separate authorization of KWS which may be granted in a separate agreement, including in the form of a Standard Breeders License or a Standard Commercial License Agreement as available on the KWS TraitWay website, provided however that the respective claims of the Patent are still in force.

3.2 For the avoidance of doubt, the Non-Assert does not apply or extend to any acts of You and/or your Affiliates outside the Territory, which includes without limitation that You and/or your Affiliates may under the Non-Asserts neither import any products described in section 2 above into the Territory nor export such products from the Territory.

4 – NO WARRANTY AND LIABILITY OF KWS

4.1 KWS makes no representations or warranties of any kind concerning the Patent and hereby disclaims all representations and warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement of any intellectual property rights or other rights of any third party.

4.2 For the avoidance of doubt, You are responsible for your and your Affiliates' actions or omissions in connection with the Non-Assert granted by KWS to You and your Affiliates hereunder.

Signature:

Name:

Position:

Place:

Date: