

2018 Grower Grow Smart™ Rewards Program

Effective: October 1, 2017

OBJECTIVE:

To reward BASF Authorized Growers for purchasing and using brands from the BASF portfolio to combat a broad spectrum of diseases and weeds through the offer of an incentive on qualifying purchases.

PARTICIPATING BASF BRANDS AND USE RATES

Armezon® herbicide @ 0.75 dry oz Armezon® Pro herbicide @ 16 fl oz Beyond® herbicide @ 5 fl oz Caramba® herbicide @ 13.5 fl oz Engenia® herbicide @ 12.8 fl oz Extreme® herbicide @ 2 pts Headline AMP® fungicide @ 10 fl oz Manticor® fungicide/insecticide @ 9.5 fl oz	Nexicor® fungicide @ 7 fl oz Optill® WG herbicide @ 2 dry oz Optill® Pro herbicide @ 1/40th of a jug Outlook® herbicide @ 10 fl oz Pentia® growth regulator @ 4 fl oz Priaxor® fungicide @ 4 fl oz Prowl® 3.3 EC herbicide* @ 2.5 pts Prowl® H2O herbicide @ 2 pts	Sharpen® herbicide @ 1 fl oz Status® herbicide @ 3 dry oz Verdict® herbicide @ 5 fl oz Xanthion® fungicide @ 1/213th of a case Zidua® SC herbicide @ 3.25 fl oz Zidua® WG herbicide @ 2.0 dry oz Zidua® Pro herbicide @ 4.5 fl oz
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*Includes Prowl 3.3 EC private label brands sourced from BASF.

PROGRAM PERIOD	EFFECTIVE AREA
October 1, 2017 through September 30, 2018	All states in the United States marketing area

Grow Smart Rewards: Fungicide Offer

DETAILS OF THE OFFER:

A BASF Authorized Grower may earn \$75.00 per gallon on all **Headline AMP** and/or **Priaxor** purchase volumes when a minimum of 40 acres worth of volume is purchased.

- Qualifying purchase volumes are based on valid Point of Sale (POS) reporting by Authorized Retail locations in conjunction with BASF POS reporting guidelines.
- Qualifying acres are calculated at 10 ounces per acre for Headline AMP and 4 ounces per acre for Priaxor. If both **Headline AMP** and **Priaxor** are purchased, each brand must meet the 40 acre minimum.
- California and Arizona are excluded from this offer.

Grow Smart Rewards: Portfolio Offer

DETAILS OF THE OFFER:

- A BASF Authorized Grower may earn a \$1 per acre on **Armezon Pro**, **Engenia**, **Headline AMP**, or **Priaxor** purchases when paired with an additional brand(s) from the BASF portfolio. Qualifying acres are calculated using the use rates in the table of the previous page.
 - The following table will determine brands that pair:

	Foundation Brand	Pair-Up Brand
Segment 1	Armezon Pro, Headline AMP	Armezon, Manticor, Outlook, Status, Verdict*, Xanthion, Zidua SC, Zidua WG
Segment 2	Engenia, Priaxor	Extreme, Optill WG, Optill Pro, Outlook, Pentia, Prowl 3.3 EC, PL Pendi, Prowl H2O, Sharpen, Verdict, Zidua SC, Zidua WG, Zidua Pro

*Verdict earnings increase with higher use rate

- A grower may pair up to 3 times the largest Foundation Brand acres. Acres can only be paired once across all earning methods.
- Qualifying purchase volumes are based on valid Point of Sale (POS) reporting by Authorized Retail locations in conjunction with BASF POS reporting guidelines.
- Location of the grower is based on Physical Address. If no Physical Address is known, then Mailing Address will be used.

Grower purchases 1,000 acres of Engenia and 250 acres of Zidua

Action	Brand	Acres
Purchase	Engenia	1,000
Purchase	Zidua	250
Maximum Foundation Brand Acres (3* Engenia Acres)		3,000
Total Pair-up Acres		250
Payment on paired Engenia acres	\$250 (\$1*250 acres)	
Total Payment	\$250.00	

- If a grower purchases Verdict and it pairs with Headline AMP or Armezon Pro then a grower may pair up 4 times the largest Foundation brand on those Verdict acres.

Grower purchases 1,000 acres of Armezon Pro and 1,250 acres of Verdict

Action	Brand	Acres
Purchase	Armezon Pro	1,000
Purchase	Verdict	1,250
Maximum Foundation Brand Acres (4* AZP acres)		4,000
Total Pair-up Acres		1,250
Payment calculation	\$1 / acre on Qualifying Acres	
Total Payment	\$1,250.00	

- c. Armezon may be used as a Foundation Brand in Segment 1 and a grower may be eligible to earn \$5.00 per acre on Armezon acres when paired with Zidua SC and/or Zidua WG; up to 1 times the Armezon acres. If a grower purchases Zidua beyond 1x Armezon, then those acres will be paid at \$1/acre, up to 2x the Armezon acres. Available in Arkansas, Delaware, Louisiana, Maryland, Mississippi, and Virginia.

Grower purchases 1,000 acres of Armezon and 250 acres of Zidua

Action	Brand	Acres
Purchase	Armezon	1,000
Purchase	Zidua	250
Maximum Foundation Brand Acres (1* Armezon acres)		1,000
Total Pair-up Acres		250
Payment calculation	\$5 / acre on Qualifying Acres	
Total Payment	\$1,250.00	

- d. Nexicor may be used as a Foundation Brand in Segment 2; Beyond and Caramba are added as Pair-up Brands in Idaho, Minnesota, Montana, North Dakota, Oregon, South Dakota, Washington and Wyoming.

Grower purchases 1,000 acres of Nexicor, 2,000 acres of Zidua and 1,500 acres of Sharpen

Action	Brand	Acres
Purchase	Nexicor	1,000
Purchase	Zidua	2,000
Purchase	Sharpen	1,500
Maximum Foundation Brand Acres (3*Nexicor acres)		3,000
Total Pair-up Acres		3,500
Payment calculation	\$3,000 (\$1 *3,000 Nexicor Acres) \$0 (\$0*500 above Foundation acre maximum)	
Total Payment	\$3,000.00	

- e. A grower may be eligible to earn \$4.00 per acre on Engenia acres when paired with Outlook; up to 1.6 times the acres of Engenia. If a grower purchases Outlook beyond 1.6x Engenia, then those acres will be paid at \$1/acre, up to 3x the Engenia acres. Available in **Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Kentucky, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and specific counties in Kansas**; Barber (20007), Cowley (20035), Edwards (20047), Grant (20067), Harper (20077), Haskell (20081), Kingman (20095), Kiowa (20097), Marion (20115), Pratt (20151), Sedgwick (20173), Seward (20175), Stafford (20185), Stevens (20189), Sumner (20191) **and the Bootheel Counties of Missouri**; Bollinger (29017), Butler (29023), Cape Girardeau (29031), Carter (29035), Dunklin (29069), Iron (29093), Madison (29123), Mississippi (29133), New Madrid (29143), Oregon (29149), Pemiscot (29155), Perry (29157), Reynolds (29179), Ripley (29181), Scott (29201), Shannon (29203), Ste Genevieve (29186), St Francis (29187), Stoddard (29207) and Wayne (29223)

Grower purchases 1,000 acres of Engenia and 2,000 acres of Outlook

Action	Brand	Acres
Purchase	Engenia	1,000
Purchase	Outlook	2,000
Maximum Foundation Brand Acres (1.6* Engenia acres)		1,600
Remaining Pair-up Acres		400
Payment calculation	\$6,400 (\$4 *1,600 Outlook Acres) \$400 (\$1 * 400 remaining Outlook Acres)	
Total Payment	\$6,800.00	

- f. Caramba may be used as a pair-up brand in Segment 2 in Alabama, Connecticut, Delaware, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Missouri, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Ohio, South Carolina, Tennessee, Vermont, Virginia and West Virginia.

Grower purchases 1,000 acres of Priaxor, 1,000 acres of Caramba and 500 acres of Zidua

Action	Brand	Acres
Purchase	Priaxor	1,000
Purchase	Caramba	1,000
Purchase	Zidua	500
Maximum Foundation Brand acres (3* Priaxor acres)		3,000
Total Pair-up Acres (Caramba + Zidua)		1,500
Payment calculation	\$1 / acre on Qualifying Acres	
Total Payment	\$1,500.00	

- If a grower purchases more than one Foundation brand in a segment, then the smaller Foundation brand(s) become Pair-up brands.

Grower purchases 2,000 acres of Engenia, 1,000 acres of Priaxor and 500 acres of Zidua

Action	Brand	Acres
Purchase	Engenia	2,000
Purchase	Priaxor	1,000
Purchase	Zidua	500
Maximum Foundation Brand acres (3* Engenia acres)		6,000
Total Pair-up Acres (Priaxor + Zidua)		1,500
Payment calculation	\$1 / acre on Qualifying Acres	
Total Payment	\$1,500.00	

- If a grower's only purchase is two Foundation brands from the same segment, then the smaller of the two becomes the Foundation brand.

Grower purchases 2,000 acres of Engenia, 1,000 acres of Priaxor

Action	Brand	Acres
Purchase	Engenia	1,000
Purchase	Priaxor	3,000
Maximum Foundation Brand acres (3* Engenia acres)		3,000
Total Pair-up Acres (Priaxor)		3,000
Payment calculation	\$1 / acre on Qualifying Acres	
Total Payment	\$3,000.00	

- Please refer to the "Grow Smart Rewards" earnings estimator available through BASF representative for additional examples.

Program Rules and Conditions:

1. Only purchases from BASF Authorized Retailers will be eligible for BASF incentive payments. Contact your local BASF Business Representative for a list of Authorized Retailers. Your Business Representative can be found at <http://www.agproducts.basf.us/app/repfinder>
2. Authorized Retailers must report Grower Point of Sales (POS) data for all claimed BASF products for the program season. This program requires information on all BASF sales to Growers for fulfillment and incentive payment, submitted through valid Point-of-Sale (POS).
 - a. The following information is required when reporting product sales to Growers:
 - i. Valid Grower First and Last Name or Farm Name
 - ii. Valid Grower or Farm Address (includes mailing and/or physical address, city, state, and zip code)
 - iii. Valid BASF Product Purchased
 - iv. Volume Purchased
 - v. Date of Purchase
 - vi. Invoice Number as attached to sales transaction
 - b. All POS information must be reported by October 5th of the current program season through the established data collection systems of Agrimine, Data Dimension, or EDI.
 - c. Monthly reporting is preferred. If Electronic Reporting is the established method utilized, sales must be submitted in accordance with the established timelines (8th of the month for the previous month's sales, with the exception of October 5th).
3. Authorized Retailers should not accept returns for product sold after September 30 of the current crop season; in the event that Authorized Retailer accepts such a return, any payments made to a Grower under this program that corresponds to such returned product shall be deducted from any payments otherwise due to the Authorized Retailer by BASF.
4. Payment incentives will be paid to the Grower(s) or entity(s) identified as the purchaser on the Grower POS submission
5. BASF Authorized Growers are encouraged to retain a copy of each receipt/invoice and supporting Proof of Product Purchase.
6. All grower sales must be submitted electronically. No hand-written Proof of Purchase documents will be accepted.
7. Grower may only receive incentive for product used on acres that are in the United States and/or U.S. territories, as well as owned and/or controlled by the Grower in the current growing season.
8. Individual Growers may not aggregate purchases in order to qualify for a payment under this offer.
9. Only an Authorized Retailer's product purchases from an Authorized Distributor or through the approved BASF transfer system are eligible under this incentive. Authorized Retailers must have Qualified POS to substantiate valid Grower sales. Grower payments made on POS volume that exceeds the retailer's Qualified POS volume, are subject to recovery by BASF from the retail location. The recovery amount will be based on the grower incentive as defined above or a prorated amount as defined by BASF and will be recovered from any monies owed to the retailer by BASF. Any payment that cannot be recovered under the current season's incentive payments will be carried forward until recovery is complete.
10. BASF reserves the right to apply and/or offset any monies prepaid by or owed to Authorized Retailer against any monies owed to BASF by the Authorized Retailer and/or its affiliates, regardless of whether or not the amounts involved arose out of the same transaction, or unrelated transactions. For purposes of this paragraph, an "affiliate" is defined as any entity that directly or indirectly controls, is controlled by, or is under common control with Authorized Retailer. Control exists where an entity owns or controls 50% or more of the voting stock of, or interest in, another entity.
11. BASF reserves the right to audit all program claims as respects to Retailer and Grower reported information and reserves the right of final decision on payments due.
12. In the event that a Grower chooses to refuse to provide consent or to subsequently withdraw consent to the collection and/or use of Grower's Personally Identifiable Information ("PII") by BASF, then Grower shall no longer be eligible for payments under this Program and BASF shall be unable to access the required data regarding Grower's qualification under the Program. Grower's disqualification will be effective as of the date of Grower's decision to refuse or withdraw consent to the collection and/or use of Grower's PII by BASF, and will be retroactive to the initial start date in the program.
13. The Authorized Retailer's and Grower's pertinent records, which are sufficiently detailed (as determined by BASF in its discretion) to enable verification of Program compliance, shall be made available, upon request, to BASF or its independent accountant. If BASF or its independent accountant (in its sole judgment) determines that a claim for any benefit, payment or reward offered under any BASF program submitted by or on behalf of the Grower contains false, misleading, or inaccurate information, then BASF reserves the right to withhold all benefits, payments and rewards under all impacted BASF programs until the discrepancies are resolved.
14. By cashing a check from this offer the Grower agrees as follows:
 - a. To allow BASF or its agent for a period of one (1) year following the payment being made, and without the requirement of further authorization or consent, to inspect and obtain copies of any and all: (i) Farm Service Agency ("FSA") crop reporting information on any land farmed by Grower, including, but not limited to, Summary Acreage History Report, Form 578 and any corresponding aerial photographs; (ii) Risk Management Agency ("RMA") documentation relating to any crops farmed by Grower; (iii) any and all original dealer and retailer invoices and related cash payments for seed, fungicide, or other chemicals purchased by or for Grower; and (iv) any and all original records or documents covering or relating to the storage, sale, use or transfer of BASF participating brands. Grower agrees that such records or documents, if requested, should be compiled and provided to BASF (or its agent) in an organized manner and be made available for inspection in normal business hours.
 - b. To provide authorization and to sign any and all appropriate request forms that FSA, RMA, or other agencies may require for BASF to obtain the documents and information specified in section 10(a).
15. Any Authorized Retailer or Authorized Distributor believed to be participating in fraudulent activities or activities intended to manipulate payments made under this offer will forgo all BASF program and incentive payments for the current season. Fraudulent activities include, but are not limited to, electronic transactions reported where no product was shipped to the Authorized Retailer, back dating invoices, providing false invoices, submitting invoices as grower sales where product is transferred to another retailer or online exchange, submitting invoices for sales to non-growers, and invoicing product without intending to transfer or to actually transferring ownership.
16. Only an Authorized Retailer's product purchases from an Authorized Distributor or transfers into Authorized Retail locations via the BASF Transfer Too are eligible under this incentive.
17. Sales to other Retailers and/or to Distributors, or through on-line product exchanges or auctions, co-ops, buying groups, or to end-users that the Authorized Retailer knows, or has reason to know, intends to resell product, will not qualify for payments under this Program.
18. BASF reserves the right to assign BASF obligations (including the obligation to make payment), in whole or part, under this program to a third party without notice to, or the consent of, the Grower.
19. BASF reserves the right to cancel or modify this program at any time without any notice

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