ACCESS AGREEMENT

I understand that I am being granted access to tour one or more research and development facilities, including without limitation the insectary, testing lab(s), formulation lab(s), greenhouse(s), and Center for Sustainable Agriculture, (collectively, the "Facilities") of BASF Agricultural Solutions US LLC or its affiliates ("BASF"). As a condition of my being granted access to the Facilities, I acknowledge and agree as follows:

1. BASF possesses proprietary and confidential information (defined below as "Confidential Information"), the improper disclosure of which would be detrimental to BASF's business. I may receive or learn Confidential Information while at the Facilities. I agree not to use Confidential Information for any purpose and that nothing herein shall be construed as a license grant to either me or my employer to use Confidential Information. I agree not to disclose Confidential Information to any third party, including any other employee of my employer, without BASF's prior written permission. If I am given any written or other materials containing any Confidential Information, I agree not to remove such materials from the Facilities or to reproduce any Confidential Information without BASF's written permission, and to return all such materials upon BASF's request. If I am permitted to remove any Confidential Information from the Facilities, I agree to hold the Confidential Information in strictest confidence and to use the same level of care (but in any case, not less than reasonable care) to prevent the use or disclosure of the Confidential Information as I exercise in protecting my or my employer's own information of a similar nature. "Confidential Information" means all information and materials I receive or to which I have access while at the Facilities, or otherwise obtain from BASF or any other person, whether in writing or orally or by visual observation or otherwise, which relates to the business or activities of BASF or any of its subsidiaries or affiliates and is not generally known to the public. Such information and materials include but are not limited to information regarding research and development activities related to BASF's business, manufacturing processes and equipment, the Agrochemical Application Research Center ("AARC"), product specifications and designs, including seeds, plants or plant parts, crop protection products and pest control products, technical know-how, trade secrets, business and marketing plans, financial information, and customer and supplier data. If I am, or my employer is, supplying or being evaluated as a potential supplier of products or services to BASF or as a research and development partner, "Confidential Information" also includes the fact that such relationship exists with BASF and the nature of any products or services that I am, or my employer is, supplying or may supply to BASF, as well as the proposed or actual terms of any such arrangement.

2. The confidentiality and non-use obligations in Section 1 will remain in effect in perpetuity, regardless of whether my or my employer's or organization's business dealings with BASF end. Section 1 supplements and does not replace, supersede, or limit in any way the provisions of any other written confidentiality agreement between BASF and me or between BASF and my employer, as the case may be.

3. I understand and acknowledge that I may not, and I will not, (i) record audio, video, or photographs at the Facilities unless expressly permitted within specified areas of the Facilities, or (ii) possess any of the following items while at the Facilities: radio transmitters; firearms; ammunition; weapons; explosives; illegal drugs, alcohol, or intoxicants; or other items controlled by law.

4. I understand and acknowledge that I may be exposed to various hazards as a result of my presence on site at the Facilities. I further understand that access to the Facilities is restricted. In order to help ensure my safety, I understand and agree that while at the Facilities:

- I will comply with posted hazard warning, caution, and danger signs, including those requiring specific types of personal protective equipment before entering certain areas of the Facilities; for example, eye protection, lab coats, etc.
- I will immediately notify my escort if I am injured or involved in an accident, however minor, or if I observe any unsafe condition.
- I will remain in the direct presence of my escort at all times and follow the directions of my escort.
- I will follow posted and verbal evacuation procedures or instructions given in the event of any emergency condition.
- I will comply with BASF's safety rules and procedures, BASF's bio-security procedures, and BASF's other policies and procedures.

5. I understand and acknowledge that there is risk of injury from visiting the Facilities, including without limitation the AARC. I voluntarily assume the risk of any injuries I may incur while visiting the Facilities. I agree that if I am personally injured or suffer any loss of or damage to personal property, I am responsible. I, on behalf of myself, my agents, heirs and next of kin, hereby release BASF and its officers, directors, employees, agents, and affiliates from any responsibility or liability from personal injury, including death, and damage to or loss of personal property that I may incur as a result of visiting the Facilities.

6. This Access Agreement will apply to each of my visits to the Facilities on or after the date hereof, except that Sections 1 and 2 also apply to visits and other activities prior to the date hereof.

7. This Access Agreement will be governed by the substantive laws of the State of North Carolina. No modification to this Access Agreement will be effective unless it is in writing and signed by BASF and me.

As a condition to my being granted access to the Facilities, I have signed below to indicate my understanding and acceptance of and agreement to comply with this Access Agreement.

Printed Name: _____

Signature: _____
(for visitor eighteen (18) years of age or older)

Parent/Legal Guardian Signature: _____
(for visitor under eighteen (18) years of age)

Parent/Legal Guardian Name: _____
(for visitor under eighteen (18) years of age)

Address: _____

_____

Employer/Organization: _____

Purpose of visit: _____

Date: _____