



JOHN DEERE

CONFIDENTIAL

JOHN DEERE REWARDS
PARTNER AGREEMENT

Partner Agreement

This John Deere Rewards Partner Agreement ("Agreement") is effective on XX Month YEAR ("Date").

For Company Name in Canada, this Agreement is between John Deere Canada ULC, with a place of business at 295 Hunter Road, Grimsby, Ontario, L9K 1M3 and Canada Company Legal Name, with its principal place of business at Company Address, City, State, Postal code.

RECITALS:

- Company Name and business description. Company Name desires its employees to have access to a Deere marketing program that would offer a variety of member benefits and discounts.
- Deere manufactures and distributes John Deere riding lawn equipment, zero-turn mowers, tractors, and skid steer loaders. In an effort to acquire new customers and increase sales, Deere desires to provide Company Name employees with access to the John Deere Rewards Program ("Program").

AGREEMENT:

NOW THEREFORE, the parties agree to be bound as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall be defined as set forth below:
 - a. "Rewards Partner" shall mean Canada Company Legal Name
 - b. "Deere" shall mean John Deere Canada ULC.
2. CONSIDERATION. As consideration for Deere offering the Program to Rewards Partner employees, Rewards Partner agrees to promote the Program.
3. DEERE RIGHTS. Deere reserves the right to audit purchase orders and dealer redemptions to ensure adherence to the rules and policies of the Program.
4. DEERE MARKS. Deere hereby grants Rewards Partner a non-exclusive, limited, revocable, right (or license) to use the Deere's logos and marks ("Deere Marks") for the sole purpose of identifying and acknowledging Deere as a partner in marketing materials. Deere shall provide Rewards Partner or its designee with all necessary Deere Marks (in printed, electronic and/or other forms as requested by the Rewards Partner) for use in connection with this Agreement. Rewards Partner shall not use Deere trademarks on soft goods or other merchandise.
5. REWARDS PARTNER MARKS. In connection with this Agreement, Rewards Partner hereby grants Deere a non-exclusive, limited, revocable right (or license) to use Rewards Partner's logo and marks ("Rewards Partner Marks") for the sole purpose of permitting Deere and its representatives to identify Rewards Partner as a Program partner. Rewards Partner shall provide Deere or its designee with all necessary Rewards Partner Marks (in printed, electronic and/or other forms as requested by Deere) for use in connection with this Agreement.

6. OWNERSHIP OF MARKS. Rewards Partner acknowledges that Deere is the sole and exclusive owner of the Deere Marks and all goodwill associated therewith and agrees that it shall not contest or challenge the validity of any part of the Deere Marks or Deere's ownership thereof. Deere acknowledges that Rewards Partner is the sole and exclusive owner of Rewards Partner's Marks and all goodwill associated therewith and agrees that it shall not contest or challenge the validity of any part of Rewards Partner's Marks or Rewards Partner's ownership thereof.
7. TERM & TERMINATION. This Agreement is effective beginning XX Month YEAR and shall continue until XX Month YEAR ("Initial Term"), unless terminated earlier. After the initial term, this Agreement will automatically renew on a yearly basis until terminated as hereinafter provided in subparagraphs (a)-(c) of this Section.
 - a. This Agreement may be terminated at any time by the mutual agreement of the parties.
 - b. Either party may terminate the Agreement at any time by giving 60 days written notice to the other party.
 - c. Either party may terminate the Agreement if it believes that the continued association with the other party may have the effect of discrediting, disparaging or adversely affecting in any way its logos, related trademarks, or goodwill.

Neither party shall be liable to the other party for any damages arising from termination of this Agreement.

8. INDEMNIFICATION

- a. Deere agrees to indemnify Rewards Partner and its directors, employees, nominees, successors, licensees and assigns, from and against any and all damages, expenses, claims, suits, judgments, penalties, and costs, including reasonable counsel fees and all costs of any kind, which may be obtained against, imposed upon, accrued against, or be suffered by Rewards Partner, or any of the foregoing by reason of Deere's breach of its representations, warranties or covenants contained in this Agreement and from any injury to persons and loss or damage to property arising out of or resulting from Deere's negligent acts.
- b. Rewards Partner agrees to indemnify, defend and hold Deere and its directors, employees, nominees, subsidiaries, successors, licensees and assigns, harmless from against any and all damages, expenses, claims, suits, judgments, penalties, and costs, including reasonable counsel fees and all costs of any kind, which may be obtained against, imposed upon, accrued against, or be suffered by Deere and its directors, employees, nominees, subsidiaries, successors, licensees and assigns, or any of the foregoing by reason of Rewards Partner's breach of its representations, warranties or covenants contained in this Agreement and from any injury

to persons and loss or damage to property arising out of or resulting from Rewards Partner's negligent acts.

9. CONFIDENTIALITY. Each of the parties agrees that it shall, and shall cause its affiliates, managers, directors, officers, employees and authorized representatives of each of them, to hold in strict confidence all information and data obtained by them from the other party hereto that is designated as confidential or is of a such a nature that would put a reasonable person on notice as to the confidential nature of the information ("Confidential Information"), and the parties shall ensure that such affiliates, managers, directors, officers, employees and authorized representatives do not disclose such Confidential Information to others without the prior written consent of the party from which such information or data was obtained. Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by the receiving party hereto without reference to Confidential Information of the disclosing party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the receiving party upon receiving such subpoena or order shall (i) promptly inform the disclosing party in writing and provide a copy thereof (unless such notice is prohibited by law), (ii) cooperate with the disclosing party in limiting disclosure of the disclosing party's Confidential Information, and (iii) shall only disclose that Confidential Information necessary to comply with such subpoena or order.
10. GOVERNING LAW. This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with Ontario law (as between John Deere Canada ULC and **Canada Company Legal Name**), without regard to or application of its conflicts of law principles. Any provision of this Agreement that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, only be effective to the extent of such prohibition unenforceability, or non-authorization without invalidating or affecting the remaining provisions. In any jurisdiction that a clause is rendered invalid, the Parties agree to substitute a clause that ensures that the economic and business objectives of the invalid or contestable clause are reached to the extent this is possible under the applicable law of such jurisdiction.
11. PREVIOUS AGREEMENTS; AMENDMENTS. This Agreement shall supersede all previous agreements of the parties to this Agreement with respect to the matters to which this Agreement pertains. Any amendments made to this Agreement must be in a writing executed by both parties.
12. NO THIRD PARTY BENEFICIARY. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create for the public, or any member thereof, a third party beneficiary under the Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

13. INDEPENDENT CONTRACTOR. Nothing herein shall be construed as creating a single enterprise, joint venture, agency, partnership, joint employer relationship or other similar relationship between Deere and Rewards Partner.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Signature for Canada Rewards Partner

Signature for Deere Canada

Print Name

Steve Wilhelmi

Print Name

Title

Manager, John Deere Rewards

Title

Date

Date