

## PROVEN WINNERS CUSTOMER – GROWER AGREEMENT

### Terms and Conditions Accepted By Customer Upon Receipt of PROVEN WINNERS® and/or PROVEN SELECTIONS® Plants

#### ALL FORMS OF SELF-PROPAGATION ARE STRICTLY PROHIBITED.

**READ THIS AGREEMENT BEFORE ACCEPTING ANY ORDER AND/OR OPENING ANY SEALED OR UNSEALED SHIPMENTS OF PROVEN WINNERS AND/OR PROVEN SELECTIONS PLANTS.** By accepting a Proven Winners and/or Proven Selections order, and/or opening any box(es) or shipments of Proven Winners or Proven Selections plants, you, the customer shown on the shipping documents receiving this order (hereinafter “Customer”) accept this agreement. If you do not agree to the terms of this agreement, do not accept any orders and/or shipments, and do not open any (additional) boxes. If an order is refused, promptly contact your Proven Winners sales representative(s).

This Agreement is made between Proven Winners North America LLC (hereinafter “Proven Winners”) and you the Customer (“Customer”). This Agreement pertains to all Proven Winners and Proven Selections plant varieties shipped or delivered by Proven Winners to Customer (hereinafter the “Products”), regardless of whether the Products are listed on Exhibit A of this agreement and regardless of whether the plant varieties are sold or provided as samples, or at no charge, or for trial or testing purposes. Customer, for good and valuable consideration, receipt of which is hereby acknowledged, agrees as follows:

1. **Prior Agreements Superseded.** This Agreement supersedes any and all prior agreement(s) or representation(s), written or oral, between Proven Winners and Customer which addressed the same or similar subject matter as is set forth in this Agreement or which could be construed as a previous version of this Agreement.
2. **For Production of Finished Plants ONLY; PROPAGATION PROHIBITED.** For purposes of this Agreement, the term Finished Plants means plants that have reached a size and appearance appropriate for retail sale (“Finished Plants”). **For plants sold under the Proven Winners brand, this is defined as a Finished Plant sold in a container size of 2.25 inches in diameter or larger, or as a Finished Plant sold in a large multi-plant finished basket or combination planter. Customer may not re-sell or redistribute Products unless the Products are of the minimum size noted above.** The term “redistribute” means the act of transferring, selling, delivering to, or otherwise accommodating parties other than the Customer shown in the “ship to” portion of the written bill of lading. The only exceptions to the container size requirement above is for either 1. the use of a six pack (a handle pack container which holds six plants), the use of which must be pre-approved by Proven Winners or 2., the exception noted in sec. 9 below. **All growing under this Agreement must be for the sole purpose of producing Finished Plants from Proven Winners plant material ordered and received by Customer from Proven Winners pursuant to this Agreement.**
3. **Resolution of Liability at Time of Inspection.** In the event of unauthorized or illegal propagation, Proven Winners shall be entitled to all available rights and remedies. In certain cases where illegal propagation has occurred, and in the sole discretion of Proven Winners, Customer may avoid further legal liability by electing to resolve the matter by: 1). immediate payment of an automatic assessment of \$3.00 USD per cutting, *and* 2). immediate destruction by Proven Winners or its agent of all unauthorized or illegal plant material. Customer waives this option in the event that all illegal propagation is not resolved in writing at the time of inspection and, in that event, Customer agrees that the damages to Proven Winners far exceed any amounts that could have been asserted by Proven Winners pursuant to this paragraph at the time of inspection.
4. **Plant Tags: Customer Must Use Proven Winners’ Plant Tags With Finished Plants and May NOT Use Any Other Plant Tags.** Proven Winners provides to Customer one variety-specific Proven Winners or Proven Selections brand plant tag for each individual plant product purchased by Customer. **The provided variety specific plant tag must not be altered in any way and shall be inserted into the container of each Finished Plant of each plant product sold or shipped by Customer so as to be prominently displayed and seen without effort by the purchaser and consumer. If multiple plant(s)/varieties are used in the same container (example: container plantings, hanging baskets, etc.) at least one variety-specific plant tag for each individual variety in the planting must be inserted in the container or otherwise provided with the plant. Or, a Container Garden tag (a larger display tag for multiple plant(s)/varieties used or offered in the same container) which lists all varieties in the planting and which is provided by Proven Winners may be used. Customer shall not grow, sell, offer for sale, or ship any Finished Plants of any Proven Winners product (whether individual pots or containers, or multiple plant containers or hanging baskets) using any plant tags not provided by Proven Winners, nor use any unauthorized or otherwise inapplicable trademarks, names, variety names or markings with Proven Winners product. Customer is prohibited from creating, printing, or producing plant tags, containers, pots or any type of packaging labels containing, reproducing, or displaying Proven Winners and/or Proven Selections variety names and trademarks, images, or cultural information. Additionally, under no circumstances can other primary, secondary, or “grower” tags be used either in lieu of or in conjunction with the plant tag provided by Proven Winners.**
5. **Limited Right to Use Bar Code or Customer Name.** If Customer wishes to utilize a bar code, Customer is encouraged to purchase Proven Winners branded containers which can be custom printed with a bar code. Customer may also include along with Finished Plants a white plant stake tag (no larger than 6” tall x 1” wide) or a white sticker/label affixed to the container or to a Container Garden tag (no larger than 1” x 1-1/2”-in size), consisting only of a bar code and/or a retail price, with no other markings except as allowed in this paragraph. Additionally, if Customer wishes to indicate that Customer is the grower of the Finished Plant, Customer may apply a label to the pot of the Finished Plant that reads “Grown under agreement with Proven Winners by [Name of Customer].” Such label shall be no larger than 1” x 1-1/2” in size and consist only of the aforementioned plain text with no designs or embellishments (except Customer may combine the aforementioned plain text with a bar code and/or retail pricing mentioned above on one sticker/label 2” x 2” in size). Otherwise, Customer may print either a bar code and/or indicate they are the grower of the Finished Plant on a container of their choosing if the size guidelines for providing this same information on a sticker/label are complied with, as well as sections 4 and 8 of this Agreement. Customer may not place any stickers on plant tags and may not place stickers on containers in any location that covers or hides any Proven Winners or Proven Selections logos.

6. **Customer shall not use Proven Winners' Trademarks, Plant Tags and/or Containers with Any Other Products Except Those Purchased from Proven Winners.** Plant tags may only be used with the original plants provided. If a generic Container Garden Tag (which does not list individual varieties by name) provided by Proven Winners is used, Customer shall only use a generic Proven Winners Container Garden Tag when at least 75% of the varieties in the container have been provided by Proven Winners. Customer shall be fully aware of, abide by, and govern itself in accordance with all information and restrictions set forth on any plant tag provided to Customer by or on behalf of Proven Winners.
7. **Re-Selling or Giving Away Proven Winners' Plant Tags or Containers is Strictly Prohibited.** Additionally, Purchasing or otherwise obtaining Proven Winners' plant tags or containers from any source other than Proven Winners is strictly prohibited.
8. **Pots or Containers Allowed For Finished Plant Sales.** With the exception of Proven Winners ColorChoice plants, Proven Winners Perennials plants, Proven Winners Heart to Heart™ Caladiums, and the six specific varieties noted in section 9 below, Customer may sell Finished Plants in pots or containers of Customer's choosing, however pots or containers using logos or trademarks of national brands, including but not limited to Miracle-Gro Plants, Monrovia, Simply Beautiful, Home Depot, Vigoro, Plants that Work, Hort. Couture, Confetti Garden, HGTV, Better Homes & Gardens, Canadian Tire, and President's Choice (Loblaws) are prohibited for products sold under the Proven Winners brand. It is preferred that Customer sells Finished Plants in Proven Winners' branded containers. Proven Winners containers may only be used for Proven Winners (or Proven Winners Perennials or Proven Winners Heart to Heart Caladiums) varieties; Proven Selections containers only for Proven Selections varieties; and Proven Winners ColorChoice containers only for Proven Winners ColorChoice varieties. For further clarification on allowed pots or containers, contact Royalty Administration International at 1-800-472-4724.
9. **Complete Package / Required Branded Container Program.** The purchase and use of a Proven Winners branded container is required for all plant varieties sold under the following programs: Proven Winners Perennials, and Proven Harvest™. The Proven Harvest™ program consists of the following six varieties: Berried Treasure™ Red (Strawberry), 'Garden Gem', 'Garden Treasure' and Goodhearted™ (Tomato), Amazel™ Basil, and Fire Away™ Hot and Heavy (Pepper). Note – a variety specific container is required for Amazel™ Basil.
10. **Limitation on and Exclusion of Damages.** Customer may recover only direct damages up to but not exceeding the amount paid for the subject plant products. Customer cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to anything related to the plant products purchased, as well as claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if replacement of the plant products purchased or a refund for the plant products do not fully compensate for any or all losses, or if Proven Winners or its suppliers knew or should have known about the possibility of the damages.
11. **Customer Owns No Rights In Mutations.** Customer shall report to Proven Winners immediately any sport, bud mutation, or mutant (defined as a sudden heritable change appearing in a plant as the result of a change in genes and chromosomes which may or may not result in a superior plant) found in the Proven Winners products. Immediately upon request of Proven Winners, Customer shall provide Proven Winners with material of the sport, bud mutation, or mutant. Any sport, bud mutation, or mutant found in the Proven Winners product shall be the property of Proven Winners, the breeder or plant patent owner, at Proven Winners' discretion.
12. **Quality Control Standard.** Customer shall ship, sell, or distribute none of the finished plants of the Proven Winners products unless the same shall be in healthy condition and of a size, condition, and appearance appropriate for retail sale.
13. **Right of Inspection.** Customer agrees to allow Proven Winners or Proven Winners' Agents, including but not limited to Royalty Administration International, to enter and inspect at any reasonable time Customer's premises and plantings to ensure compliance with this Agreement and Customer shall authorize and instruct Customer's employees to fully cooperate in any such entry or inspection. Refusal to allow inspection will result in the immediate termination of this Agreement.
14. **Termination.** Upon breach by Customer of any terms of this Agreement, the grant of rights to Customer under this Agreement is immediately terminated. In this event, or upon termination of this Agreement for any reason, Customer agrees to destroy all plants, cuttings, buds, and other matter capable of reproduction of the Proven Winners products and all plants, cutting, buds, and other matter capable of reproduction, originating from the existing plant matter. Proven Winners may also pursue all legal remedies available, to the fullest extent of the law, for the recovery of further damages, including without limitation, incidental, consequential, punitive, statutory, and infringement damages, lost profits and all forms of injunctive relief.
15. **Venue, Jurisdiction and Choice of Law/Attorney Fees.** In any legal action arising out of this Agreement, or arising from infringement of Proven Winners rights, Customer consents to the exclusive jurisdiction of the U.S. District Courts, including the U.S. Courts for the Middle District of Florida and the Northern District of California. In any legal action arising out of this Agreement, or arising from infringement of Proven Winners rights, Proven Winners is entitled to reasonable attorney fees and costs.
16. **Non-Assignability and Severability.** Customer may not assign this Agreement. If any provisions of this Agreement are, or become, invalid or unenforceable, the remaining provisions continue to be fully effective.

**ANY QUESTIONS REGARDING THIS AGREEMENT – CONTACT  
ROYALTY ADMINISTRATION INTERNATIONAL at 1-800-472-4724**

**EXHIBIT A – The Following Are Exclusive Proven Winners® Affiliated Patented, PPAF, PBR Granted, PBRAF, and/or Trademarked Varieties and Should Not Appear on Plant Tags or Pots (other than provided by Proven Winners®)**

**Proven Winners®, Proven Winners® Perennials, Proven Selections® Varieties:**

*Ageratum Artist*® Blue 'Agsantis', USPP15,289; Can 2050  
*Anagallis* 'Wildcat Blue' USPP15,137  
*Anagallis* 'Wildcat Mandarin' USPP18,845  
*Angelonia Angelface*® Blue Imp 'ANBLU140' USPPAF; Can PBRAF  
*Angelonia Angelface*® Cascade Blue 'ANCASBLU' USPPAF; Can PBRAF  
*Angelonia Angelface*® Cascade Pink 'ANCASPIN' USPPAF; Can PBRAF  
*Angelonia Angelface*® Cascade White 'ANCASWHI' USPPAF; Can PBRAF  
*Angelonia Angelface*® Perfectly Pink 'Balang15434' USPP29,270  
*Angelonia Angelface*® Steel Blue 'ANSTEEL' USPPAF; Can PBRAF  
*Angelonia Angelface*® Super Blue USPPAF; Can PBRAF  
*Angelonia Angelface*® Super White 'Ansuwhi' USPP29,490; Can 5,768  
*Angelonia Angelface*® Wedgwood Blue 'ANWEDG116', USPPAF, Can PBRAF  
*Angelonia Angelface*® White 'Anwhitim', USPP19,866;  
*Argyranthemum Golden Butterfly*® 'G15101' USPP30,615, Can PBRAF  
*Argyranthemum Pure White Butterfly*® 'G14420', USPP29,027; Can 5,769  
*Argyranthemum Vanilla Butterfly*® Imp 'G15104', USPP29,843; Can PBRAF  
*Artemesia Proven Accents*® *Silver Bullet*®  
*Begonia Proven Accents*™ *Pegasus*®  
*Begonia Surefire*® (series)  
*Bidens Campfire*® Flame 'INBIDCAMEM' USPPAF, Can PBRAF  
*Bidens Goldilocks Rocks*® 'BID 16101' USPPAF; Can PBRAF  
*Brachyscome Blue Zephyr*™  
*Browallia Endless*™ Flirtation 'UNHBR18', USPP19822  
*Browallia Endless*™ Illumination 'UNHBR12', USPP18,925  
*Calendula Lady Godiva*® Orange 'Kercaldivimp' USPPAF, Can PBRAF  
*Calendula Lady Godiva*® Yellow 'Kercaldiyell' USPPAF, Can PBRAF  
*Calibrachoa Superbells*® *Blackcurrant Punch*™ 'BBCAL81801', USPP30,839, Can PBRAF  
*Calibrachoa Superbells*® Blue 'USCALI51', USPP14,874; Can 1931  
*Calibrachoa Superbells*® *Blue Moon Punch*™  
*Calibrachoa Superbells*® *Cardinal Star*™ 'USCAL69404' USPP29,667, Can PBRAF, US Utility 9,313,959  
*Calibrachoa Superbells*® *Cherry Red* 'USCAL23101', USPP27,010; Can 5318  
*Calibrachoa Superbells*® *Cherry Star* 'USCAL91001' USPP23,232; Can 4594, US Utility 9,313,959  
*Calibrachoa Superbells*® *Coralina* 'INCALMIABE' USPP28,036; Can 5556  
*Calibrachoa Superbells*® *Double Amber* 'KLECA20428' Can PBRAF, US Utility 7,786,342  
*Calibrachoa Superbells*® *Double Blue* 'INCALDOBLUE' USPPAF; Can PBRAF, US Utility 7,786,342  
*Calibrachoa Superbells*® *Double Chiffon* 'USCAL51505' USPP30,803 Can 4591, US Utility 7,786,342  
*Calibrachoa Superbells*® *Double Orange* 'KLECA20459' Can 4591, US Utility 7,786,342  
*Calibrachoa Superbells*® *Double Orchid* 'KLECA14275' US Utility 7,786,342  
*Calibrachoa Superbells*® *Double Ruby* 'USCAL83901' Can 4591, US Utility 7,786,342  
*Calibrachoa Superbells*® *Doublette Love Swept*™ 'USCAL81302', USPP30,804, Can PBRAF, US Utility 7,786,342  
*Calibrachoa Superbells*® *Dreamside*® 'INCALDRSIM' USPPAF; Can PBRAF  
*Calibrachoa Superbells*® *Evening Star*™ 'BBCAL87705' USPP30,837, Can PBRAF, US Utility 9,313,959  
*Calibrachoa Superbells*® *Grape Punch*™ 'JGICAL09404' USPP29,760, Can 5784  
*Calibrachoa Superbells*® *Hollywood Star*™ 'BBCAL26702' USPP29072; Can 5783; US Utility 9,313,959  
*Calibrachoa Superbells*® *Holy Cow!*™ 'BBCAL85303' USPP30,840, US Utility 9,313,959  
*Calibrachoa Superbells*® *Holy Moly!*® 'USCALCHSTM' USPP28,243, US Utility 9,313,959  
*Calibrachoa Superbells*® *Holy Smokes!*™ 'BBCAL85805' USPP30,838, US Utility 9,313,959  
*Calibrachoa Superbells*® *Honeyberry*™ 'BBCAL91303' USPPAF, Can PBRAF  
*Calibrachoa Superbells*® *Lemon Slice*® 'USCAL5302M' USPP24,353, Can 4917  
*Calibrachoa Superbells*® *Miss Lilac* 'USCAL87502' USPP23,230; Can 4593  
*Calibrachoa Superbells*® *Morning Star*™ 'BBCAL27801' USPP29,030; Can 5782; US Utility 9,313,959  
*Calibrachoa Superbells*® *Over Easy*™ 'KLECA16314' USPP29,741, Can PBRAF  
*Calibrachoa Superbells*® *Pink* 'USCALI11', USPP14,968; Can 1927  
*Calibrachoa Superbells*® *Plum* 'BBCAL76001' USPP29,872, Can PBRAF  
*Calibrachoa Superbells*® *Pomegranate Punch*™ 'USCAL08501', USPP24,503; Can 4915  
*Calibrachoa Superbells*® *Red* 'INCALIMRED' USPP29,075, Can 5772  
*Calibrachoa Superbells*® *Rising Star*™ 'KLECA16006' Can PBRAF, US Utility 9,313,959  
*Calibrachoa Superbells*® *Strawberry Punch*™ 'USCAL58205' USPP22,941; Can 4590  
*Calibrachoa Superbells*® *Tangerine Punch*™ 'BBCAL82201' USPP30,785, Can PBRAF  
*Calibrachoa Superbells*® *TableTop*™ Blue 'INCALCOBLU' USPPAF, Can PBRAF  
*Calibrachoa Superbells*® *TableTop*™ Red 'BBCAL83901' USPPAF, Can PBRAF  
*Calibrachoa Superbells*® *TableTop*™ White 'INCALCOWHI' USPPAF, Can PBRAF  
*Calibrachoa Superbells*® *Tropical Sunrise* 'INCALTRSUN' USPP29,029, Can PBRAF  
*Calibrachoa Superbells*® *Watermelon Punch*™ 'BBCAL82402' USPPAF, Can PBRAF  
*Calibrachoa Superbells*® *White* 'Balcal1414' USPP30,200  
*Calibrachoa Superbells*® *Yellow* 'Balcal1004' USPP29,528  
*Calibrachoa Superbells*® *Yellow Chiffon*™ 'USCALI402-1', USPP19,480; Can 3631  
*Canna Toucan*® series  
*Capsicum Proven Harvest*™ *Fire Away*™ *Hot and Heavy*™  
*Chyrsocephalum Flambe*® Yellow 'Flochryel', USPP19,175, Can 3280  
*Cleome Pequeña Rosalita*® 'Inclenirno' USPP27,012, Can 5270  
*Cleome Señorita Blanca*® 'Inclesbimp' USPP27,011; Can 5504  
*Cleome Señorita Rosalita*® 'Inclesno', USPP19,733, Can 3290  
*Cuphea Fairy Dust*® 'PAS1303307' USPPAF  
*Cuphea Tiny Mice*®  
*Cuphea Vermillionaire*®  
*Cyperus Graceful Grasses*® *Baby Tut*®  
*Cyperus Graceful Grasses*® *King Tut*®  
*Cyperus Graceful Grasses*® *Prince Tut*™  
*Euphorbia Diamond Frost*® 'Inneuphdia', USPP17,567; Can 2830  
*Euphorbia Diamond Mountain*™ USPPAF; Can PBRAF  
*Euphorbia Diamond Snow*™ 'INCHADIACL' USPPAF; Can PBRAF  
*Euphorbia Efanthia* 'Imprefant', USPP16,908; Can 2725  
*Euphorbia Helena's Blush* 'Ineuphhel', USPP17,555; Can 2829  
*Evolvulus Blue My Mind*® 'USEVO1201' USPP24,447; Can 4918  
*Fragaria Proven Harvest*™ *Berried Treasure*™  
*Fuchsia Shadow Dancers*® Betty 'Shabetty', USPP13,765  
*Fuchsia Shadow Dancers*® 'Marcia', USPP13,760  
*Gaillardia Heat it Up*™ Scarlet 'G15272' USPPAF, Can PBRAF  
*Gaillardia Heat it Up*™ Yellow 'G15270' USPPAF, Can PBRAF  
*Gaura Karalee*® Petite Pink Imp 'DGAUR137' USPP30,562, Can PBRAF  
*Gaura Stratosphere*® White 'Gautalwhi', USPP16,565  
*Gaura Stratosphere*® Pink Picotee 'Gaudpin', USPP18,237; Can 3031  
*Gomphrena Truffula*™ Pink 'PAST0517E' USPPAF, Can PBRAF  
*Helianthus Suncredible*® Yellow USPPAF, Can PBRAF, US Utility patent pending  
*Heuchera Dolce*® 'Apple Twist' USPP29,396; Can PBRAF  
*Heuchera Dolce*® 'Cherry Truffles' USPPAF; Can PBRAF  
*Heuchera Dolce*® 'Silver Gumdrop' USPP29,207, Can PBRAF  
*Heuchera Dolce*® 'Spearment' USPPAF; Can PBRAF  
*Heuchera Dolce*® 'Wildberry' USPPAF; Can PBRAF  
*Heuchera Primo*® 'Black Pearl' USPP29,395, Can PBRAF  
*Heuchera Primo*® 'Peachberry Ice' USPPAF, Can PBRAF  
*Heuchera Primo*® 'Wild Rose' USPP29,923, Can PBRAF  
*Hypoestes Hippo*® Pink 'G14161' USPP30,401, Can PBRAF  
*Hypoestes Hippo*® Red 'G14157' USPP30,613, Can PBRAF  
*Hypoestes Hippo*® Rose 'G14160' USPP29,842, Can PBRAF  
*Hypoestes Hippo*® White 'G15180' USPP30,505, Can PBRAF  
*Impatiens Infinity*® trademark  
*Impatiens Infinity*® Blushing Crimson 'Kiamuna' USPP20,983  
*Impatiens Infinity*® Blushing Lilac 'Visinflla', USPP16,147;  
*Impatiens Infinity*® Cherry Red 'Visinfchrimp' USPP20,965  
*Impatiens Infinity*® Dark Pink 'Visinfdkp' USPP16,472  
*Impatiens Infinity*® Lavender USPPAF; Can PBRAF  
*Impatiens Infinity*® Light Purple 'Visinflipu', USPP16,227  
*Impatiens Infinity*® Orange 'Visinforimp' Can 2886  
*Impatiens Infinity*® Pink 'Visinfpink', USPP16,419  
*Impatiens Infinity*® Pink Frost 'Visinfpfr', USPP16,262  
*Impatiens Infinity*® Red imp USPP23,277  
*Impatiens Infinity*® Salmon 'Visinfalimp' USPP 20,971  
*Impatiens Infinity*® White Imp 'Visinwhiimp' USPP20,984  
*Impatiens Rockapulco*® Appleblossom, 'Balfieplos' USPP13,637; Can 1520  
*Impatiens Rockapulco*® Coral Reef; 'Balcoree' USPP22,992  
*Impatiens Rockapulco*® Orange USPPAF, Can PBRAF  
*Impatiens Rockapulco*® Purple 'Balfieprim' USPP 18,867, Can 3,361  
*Impatiens Rockapulco*® Red 'Balfiesaled' USPP16,626  
*Impatiens Rockapulco*® Rose 'Balolestop' USPP13,639  
*Impatiens Rockapulco*® White 'BFP-7812' USPP 11,365  
*Impatiens Rockapulco*® *Wisteria* 'Balfiestarp'  
*Ipomoea Proven Accents*® *Illusion*® Emerald Lace 'NCORNSP-012 EMLC' USPP21,744, Can 4162  
*Ipomoea Proven Accents*® *Illusion*® Garnet Lace 'NCORNSP-013GNLC' USPPAF, Can 4537  
*Ipomoea Proven Accents*® *Illusion*® Midnight Lace 'NCORNSP-011 MNLC' USPP21,743, Can 4161  
*Ipomoea Proven Accents*® Sweet Caroline Bewitched *After Midnight*™ 'NCORNSP-020BWAM' USPPAF 29,858, Can 5,778  
*Ipomoea Proven Accents*® Sweet Caroline Bewitched *Green With Envy*™ 'NCORNSP-020BWGWE' USPP29,803, Can 5,779  
*Ipomoea Proven Accents*® Sweet Caroline Kiwi 'NCORNSP-025SCK' USPPAF, Can PBRAF  
*Ipomoea Proven Accents*® Sweet Caroline Light Green' USPP15,028; Can 2975  
*Ipomoea Proven Accents*® Sweet Caroline Raven USPPAF, Can PBRAF  
*Ipomoea Proven Accents*® Sweet Caroline *Red Hawk*™ USPPAF,483; Can PBRAF  
*Ipomoea Proven Accents*® Sweet Caroline Sweetheart *Jet Black*™ 'NCORNSP-021SHJB' USPP29,378, Can 5,780  
*Ipomoea Proven Accents*® Sweet Caroline Sweetheart Lime 'NCORNSP-019SCSHLM' USPP28,318; Can 5,777  
*Ipomoea Proven Accents*® Sweet Caroline Sweetheart Red' USPP19,013; Can2904  
*Isotomoea Beth's Blue*®  
*Isotomoea Patti's Pink*™ USPPAF, Can PBRAF  
*Juncus Blue Mohawk*®  
*Lamium Proven Accents*® *Pink Chablis*® 'Checkin', USPP17,925  
*Lantana Luscious*® *Bananarama*™ 'G12164' USPP27,377; Can 5308  
*Lantana Luscious*® *Berry Blend*™ 'LAN 876' USPP 23,919; Can 4905  
*Lantana Luscious*® *Citrus Blend*™ 'Balandusi' USPAF, Can PBRAF  
*Lantana Luscious*® Grape 'Robwpur' USPP19,357, Can 3637  
*Lantana Luscious*® *Goldengate*™ USPPAF, CanPBRAF  
*Lantana Luscious*® Lemonade 'Robpwcrrm' USPP19,347, Can 3636  
*Lantana Luscious*® Marmalade 'G12166' USPP27,378, Can 5390

**EXHIBIT A – The Following Are Exclusive Proven Winners® Affiliated Patented, PPAF, PBR Granted, PBRAF, and/or Trademarked Varieties and Should Not Appear on Plant Tags or Pots (other than provided by Proven Winners®)**

Lantana **Luscious**® Royale Piña Colada 'LANZ0004' USPPAF, Can 4647  
Lantana **Luscious**® **Pinkberry Blend**™ USPPAF, Can PBRAF  
Lantana **Luscious**® Royale Cosmo 'Dlantan95' USPP30,952, Can 30,952  
Lobelia **Laguna**® Compact Blue with Eye 'Lobettis,' USPP16,112; Can 1975  
Lobelia **Laguna**® Dark Blue 'USLOB0901' USPP21,791; Can 4076  
Lobelia **Laguna**® Sky Blue 'Loboudtis,' USPP15,526, Can 2304  
Lobelia **Laguna**® **Ultraviolet**™ USPP27,338, Can PBRAF  
Lobelia **Laguna**® White 'Lobtrawi,' USPP18,216; Can 3030  
Lobularia **Blushing Princess**® 'Inlbubupr' USPP24,516, Can 4779  
Lobularia **Dark Knight**™ 'INLOBU1007' USPP26,931  
Lobularia **Snow Princess**® 'Inlbsnopr' USPP 21,594; Can 4189  
Lobularia **White Knight**® 'Inlbuwikni' 25,210, Can 4780  
Lycopersicon **Proven Harvest**™ 'Garden Gem' USPPV 201400052  
Lycopersicon **Proven Harvest**™ 'Garden Treasure' USPPV 201400065  
Lycopersicon **Proven Harvest**™ **Goodhearted**™  
Lysimachia hybrid **Waikiki Sunset**™  
Mecardonia **GoldDust**® 'USMECA8205' USPP22,871; Can 4383  
Nemesia **Aromance**™ Pink 'INNEMAROP' USPPAF; Can PBRAF  
Nemesia Bluebird 'Hubbird,' USPP12,014; Can 1634  
Nemesia **Juicy Fruits**®  
Nemesia **Juicy Fruits**® Carambola USPPAF  
Nemesia **Sunsatia**® **Blood Orange**™ 'INNEMLORA' USPP28,355; Can 5506  
Nemesia **Sunsatia**® Coconut 'Intraiwhitwo' USPP23,087; Can 4347  
Nemesia **Sunsatia**® Cranberry Red 'INNEMCRRARE' USPPAF; Can PBRAF  
Nemesia **Sunsatia**® Lemon 'Intraigoldtwo' USPP23,062; Can 4345  
Ocimum **Proven Harvest**™ **Amazel Basil**™ USPPAF, Can PBRAF  
Osteospermum **Bright Lights**™ Double Moonglow 'KLEOE17308' US8,759,646, US9,040,792  
Osteospermum **Bright Lights**™ Berry Rose, USPPAF, Can PBRAF  
Osteospermum **Bright Lights**™ Pink, 'INOSTEPINK' USPP30,834, Can PBRAF  
Osteospermum **Bright Lights**™ Purple 'INOSTBLPUR' USPPAF, Can PBRAF  
Osteospermum **Bright Lights**™ White, 'KLEOE17329' USPPAF, Can PBRAF  
Osteospermum **Bright Lights**™ Yellow, 'INOSTYELOW' USPP29,021, Can PBRAF  
Osteospermum Lemon Symphony 'Seikilrem,' USPP13,407  
Osteospermum Orange Symphony 'Seikimora,' USPP13,409; COPF  
Oxalis **Proven Accents**® **Charmed**™ Wine 'Jroxburwi,' USPP17,557; Can 2949  
Oxalis **Molten Lava**™  
Oxalis **Zinfandel**™  
Panicum virgatum **Prairie Winds**® 'Toten Pole' USPP29,951, Can PBRAF  
Pansiola **Anytime**®  
Pelargonium **Boldly**® Burgundy 'PEQZ0004' USPP24,712; Can 4634  
Pelargonium **Boldly**® Dark Red 'Amri Trared' USPP20,245, Can 3728  
Pelargonium **Boldly**® Hot Pink 'PEQZ0001' USPP24,735; Can 4631  
Pelargonium **Boldly**® Lavender Rose 'PEQZ0002' USPP23,404; Can 4632  
Pelargonium **Timeless**™ Fire 'USPPAF; Can PBRAF  
Pelargonium **Timeless**™ Lavender Imp USPPAF, Can PBRAF  
Pelargonium **Timeless**™ Orange 'Cante Oran' USPP20,686; Can 3,733  
Pelargonium **Timeless**™ Pink 'Cante Pinka' USPP20,678; Can 3734  
Pennisetum **Graceful Grasses**®  
Pennisetum **Graceful Grasses**® Fireworks' USPP18,504  
Pennisetum **Graceful Grasses**® 'Sky Rocket' USPP21,497, Can 4028  
Pennisetum **Graceful Grasses**® **Vertigo**® 'Tift8' USPP22,254  
Pentas **Sunstar**® Lavender USPPAF, Can PBRAF  
Pentas **Sunstar**® Pink USPPAF, Can PBRAF  
Pentas **Sunstar**® Red USPPAF, Can PBRAF  
Pentas **Sunstar**® Rose USPPAF, Can PBRAF  
Petunia **Supertunia**® **Bermuda Beach**™ 'Kervensalm' USPP19,329  
Petunia **Supertunia**® **Black Cherry**™ 'USTUN3003' USPP27,312; Can PBRAF, US Utility 7,642,436  
Petunia **Supertunia**® Blue Skies' USPPAF; Can PBRAF  
Petunia **Supertunia**® **Bordeaux**™ 'Lanbor,' USPP16,144; Can 2532  
Petunia **Supertunia**® Daybreak Charm 'USTUN69002' USPP27,727; Can 5514  
Petunia **Supertunia**® Giant Pink 'USTUN1153,' USPP14,856; Can 1934  
Petunia **Supertunia**® **Honey**™ 'DCAS303' USPP26,888, Util US 7,642,436  
Petunia **Supertunia**® **Latte**™ 'kerlatte' USPP28,069; Can 5508  
Petunia **Supertunia**® **Limoncello**® 'Pactoyel' USPP 23,282  
Petunia **Supertunia**® **Lovie Dovie**™ 'BBTUN91601' USPP29,633, Can PBRAF,  
Petunia **Supertunia**® **Mini Vista**™ Hot Pink 'USTUN2401M' USPP29,664 Can PBRAF  
Petunia **Supertunia**® **Mini Vista**® Indigo 'BBTUN93201' USPPAF, Can PBRAF  
Petunia **Supertunia**® **Mini Vista**™ Sangria 'USTUN34803' USPP22,884; Can 4352  
Petunia **Supertunia**® **Mini Vista**™ Morning Glory Charm 'USTUN61801' USPP27,391; Csn 5281  
Petunia **Supertunia**® **Mini Vista**™ Pink Star 'USTUN2401' USPP28,028; Can 5517  
Petunia **Supertunia**® **Mini Vista**™ Sangria 'USTUN34803' USPP22,884; Can 4352  
Petunia **Supertunia**® **Mini Vista**™ Violet Star 'USTUN1901' USPP28,051; Can 5516cs  
Petunia **Supertunia**® **Mini Vista**™ White 'USTUN87002' USPP30,833, Can PBRAF  
Petunia **Supertunia**® Mulberry Charm USPPAF, Can PBRAF  
Petunia **Supertunia**® **Picasso in Purple**® 'DCASPIYAY' USPP27,999, Can PBRAF  
Petunia **Supertunia**® **Priscilla**® 'kerprilcomp,' USPP19,327  
Petunia **Supertunia**® **Raspberry Rush**™ 'BBTUN91601N2' USPPAF, Can PBRAF  
Petunia **Supertunia**® **Royal Magenta**® Imp 'INPETROYMA' USPP29,811, Can PBRAF  
Petunia **Supertunia**® **Royal Velvet**® 'Kakegawa 528,' USPP13,887; Can 1039

Petunia **Supertunia**® **Sharon**® 'BBTUN22503' USPPAF, Can PBRAF  
Petunia **Supertunia**® Trailing Blue 'Kerminblue,' USPP21,043; Can 3867  
Petunia **Supertunia**® Trailing Blue Veined 'Conblue,' USPP13,543; Can 1605  
Petunia **Supertunia**® Trailing Bright Pink 'Mediopimo,' USPP14,858; Can 1932  
Petunia **Supertunia**® Trailing Purple 'USTUNI6504,' USPP17898; Can 2872  
Petunia **Supertunia**® Trailing Rose Veined 'USTUN53402' USPP27,390; Can 5280  
Petunia **Supertunia**® Trailing Silver 'Petwiblv,' USPP17,247; Can 2594  
Petunia **Supertunia**® Trailing Strawberry Pink Veined 'Constraw,' USPP13,539; Can 1609  
Petunia **Supertunia Vista**® **Bubblegum**® 'USTUNI6001,' USPP17,730; Can 2871  
Petunia **Supertunia Vista**® Fuchsia Imp 'BHTUN65301' USPP28,457; Can 5785  
Petunia **Supertunia Vista**® Paradise 'BHTUN98901,' USPPAF, Can PBRAF  
Petunia **Supertunia Vista**® Silverberry 'USTUNI60-01M,' USPP20,903, Can 3866  
Petunia **Supertunia Vista**® **Snowdrft**™ USPPAF, Can PBRAF  
Petunia **Supertunia**® White Imp 'KL 1117,' USPP 25,485, Can 4778  
Phlox' **Cloudburst**' USPP30,289, Can PBRAF  
Portulaca **Mojave**® series trademark  
**Prairie Winds**® series trademark  
**Proven Accents**™ series trademark  
**Proven Harvest**™  
Salvia **Rockin**® **Playin' The Blues**® 'Balsalmispim' USPP 18,054, Can 2,941  
Salvia **Rockin**® **Blue Suede Shoes**™ 'BBSAL01301' USPPAF, Can PBRAF  
Salvia **Rockin**® Deep Purple 'BBSAL09001' USPP30,206, Can PBRAF  
Salvia **Rockin**® Fuchsia 'BBSAL00301' USPPAF, Can PBRAF  
Salvia **Proven Accents**® **Rockin**® 'Golden Delicious' USPP17,977,  
Salvia **Unplugged**™ **So Blue**™ 'G14251' USPPAF, Can PBRAF  
Sanvitalia **Sunbini**™ (Imp) 'Starbini,' USPP17,869; Can 3376  
Scaevola **Whirlwind**® Pink 'DSCAVPIBLS' USPPAF Can PBRAF  
Scaevola **Whirlwind**® Blue USPPAF; Can PBRAF  
Scaevola **Whirlwind**® White 'Bomy Whit,' USPP20,790, Can 3851  
Sedum **Proven Accents**® **Lemon Coral**™  
Solenostemon **ColorBlaze**® (series)  
Solenostemon **ColorBlaze**® **Chocolate Drop**  
Solenostemon **ColorBlaze**® **Golden Dreams**™  
Solenostemon **ColorBlaze**® **Lime Time**™  
Solenostemon **ColorBlaze**® **Rediculous**™  
Solenostemon **ColorBlaze**® **Royale Apple Brandy**®  
Solenostemon **ColorBlaze**® **Royale Cherry Brandy**™  
Solenostemon **ColorBlaze**® **Royale Alligator Tears**®  
Solenostemon **ColorBlaze**® **Sedona Sunset**™  
Solenostemon **ColorBlaze**® **Strawberry Drop**  
Solenostemon **ColorBlaze**® **Torchlight**™  
Solenostemon **ColorBlaze**® **Velveteen**®  
Solenostemon **ColorBlaze**® **Wicked Hot**™  
Solenostemon **ColorBlaze**® **Wicked Witch**™  
Sutera (Bacopa) **Snowstorm**® Blue 'WINSUSNOBL' USPPAF, Can PBRAF  
Sutera (Bacopa) **Snowstorm**® Giant **Snowflake**® 'Danova906,' USPP17,886; Can 2861  
Sutera (Bacopa) **Snowstorm**® Glacier Blue 'WINSUSNOGL' USPPAF, Can PBRAF  
Sutera (Bacopa) **Snowstorm**® Pink 'INSUTSNPIM' USPPAF, Can PBRAF  
Sutera (Bacopa) **Snowstorm**® Rose USPPAF, Can PBRAF  
Sutera (Bacopa) **Snowstorm**® **Snow Globe**® 'WINSUSNOGB' USPPAF, Can PBRAF  
Thunbergia Lemon **A-Peel**® 'Lemon Star' USPP14,371  
Thunbergia Orange **A-Peel**® 'Orange Wonder' USPP14,767  
Thunbergia Tangerine Slice **A-Peel**® 'DL1501' USPP30,215, Can PBRAF  
Torenia **Catalina**® series  
Torenia **Catalina**® **Gilded Grape**™ 'Dancat266,' USPP20,242, Can 3904  
Torenia **Catalina**® **Grape-o-licious**™  
Torenia **Catalina**® Midnight Blue 'Dancat911,' USPP17,878; Can 2815  
Torenia **Catalina**® Pink 'Dancatpink,' USPP17,025; Can 2525  
Torenia **Catalina**® White Linen 'DANCAT153' US PP19,997  
Trifolium **Dark Dancer**™  
Verbena **Superbena**® Coral Red 'AKIV98-01' USPP21,639; Can 4146  
Verbena **Superbena**® Dark Blue 'USBENAL8,' USPP14,853; Can 1826  
Verbena **Superbena**® Large Lilac Blue 'USBENAL11,' USPP14,854; Can 1827  
Verbena **Superbena**® Pink Shades 'USBENAL20,' USPP14,876; Can 1829  
Verbena **Superbena**® Raspberry 'RIKAV45801' USPPAF, Can PBRAF  
Verbena **Superbena**® Red 'RIKAV44101' USPPAF, Can PBRAF  
Verbena **Superbena Royale**™ Chambray 'AKIV571-1' USPP23.051; Can 4384  
Verbena **Superbena Royale**® Cherryburst 'AKIV2890M1' USPP27,388  
Verbena **Superbena Royale**® Iced Cherry 'Invebroich' USPP23,218; Can 4587  
Verbena **Superbena Royale**® Peachy Keen Imp 'RIKAV36504' USPP29,063, Can5786  
Verbena **Superbena Royale**® Plum Wine 'RIKAV14704' USPP25,395; Can 4785  
Verbena **Superbena Royale**® Romance *Verbena hybrid* 'RIKAV38602' USPP29,013, Can5787  
Verbena **Superbena**® Scarlet Star 'RIKAV44501' USPPAF, Can PBRAF  
Verbena **Superbena Sparkling**® Amethyst USPPAF, Can PBRAF  
Verbena **Superbena Sparkling**® Rosé USPPAF  
Verbena **Superbena**® Stormburst 'RIKAV18302M' USPP29,640, Can PBRAF  
Verbena **Superbena**® Violet Ice 'RIKAV18302' USPP25,396; Can 4786  
Verbena **Superbena**® Whiteout™ 'RIKA1832M3' USPPAF, Can PBRAF  
Verbena *bonariensis* **Meteor Shower**® 'INVEBPUTOW' USPP 27,722; Can 5507