

**Application & Agreement re Chinese Safety Certificates
(non-Intacta grain)**

To apply for a safety certificate for Monsanto biotech events to be exported to China, please provide the information requested, including a copy of your company letterhead and an authorized signature for your company.

Email a copy of the completed application to monsanto.safety.certificates@monsanto.com and then mail the hard copy of the executed application to the following address:

Safety Certificate Manager
Monsanto Company
700 Chesterfield Parkway West, FF4A
Chesterfield, MO 63017 USA

Company Name _____

Address _____

Contact Person _____

Title _____

Business Phone _____


Business Fax _____

Email Address _____

Safety certificates for the biotech events listed below (each a “Covered Event”) have been issued to Monsanto Company (“Monsanto”) by the Ministry of Agriculture and Rural Affairs or the Ministry of Agriculture of the People’s Republic of China (“PRC”) through the AgGMO Office based on proprietary packages of safety information provided by Monsanto.

[Insert Name of Company] _____ (“Applicant”), a
[insert type of entity] _____, existing under the
laws of [insert country and state] _____, with its
principal place of business at the address indicated above, through its authorized representative, is
requesting a safety certificate for grain or processed grain containing the Covered Events indicated
below to be exported from the countries indicated below. Following receipt of this document, executed
by an authorized representative of the Applicant, along with any other documentation required or
requested by Monsanto, Monsanto will evaluate the application and determine whether to issue a
safety certificate to the Applicant.

Please indicate which safety certificates you are applying for:	Country of Origin:	Argentina	Australia	Brazil	Burkina-Faso	Canada	Colombia	European Union	Honduras	India	Indonesia	Mexico	Paraguay	Philippines	South Africa	United States of America	Uruguay
Roundup Ready® Corn 2, Event NK603																	
YieldGard® Corn Borer, Event MON 810																	
YieldGard VT Rootworm/RR2® Corn, Event MON 88017																	
YieldGard VT PRO® corn, Event MON 89034																	
DroughtGard® Hybrids Corn, Event MON 87460																	
Roundup® Hybridization System Corn, Event MON 87427																	
Bollgard® Cotton, Event 531																	
Roundup Ready® Cotton, Event 1445																	
Bollgard II® Cotton, Event 15985																	
Roundup Ready® Flex Cotton, Event MON 88913																	
Roundup Ready® Canola, Event GT73 (RT73)																	
TruFlex™ Canola, Event MON 88302																	
Roundup Ready® Soybean, Event GTS40-3-2																	
High Oleic Soybean, Event MON 87705																	
Dicamba Tolerant Soybean, Event MON 87708																	
Stearidonic Acid (SDA) Soybean, Event MON 87769																	
Roundup Ready 2 Yield® Soybean, Event 89788																	
Roundup Ready® Sugarbeet, Event H7-1																	

 = Safety certificates are not available for these trait/country combinations.

If Monsanto provides Applicant with a safety certificate, then in consideration for the provision of such safety certificate, Applicant, on behalf of itself and its affiliates (i.e., entities which it controls, which control it, and with which it is under common control), agrees as follows:

1. Terms of Use & Acknowledgements:

- a. Any safety certificate issued in response to this application will be valid from the date of issuance through expiry of the certificate and will not be used or relied upon for any grain loaded on vessels after expiry of the certificate.
- b. The safety certificate will only be used for grain containing the relevant Covered Event(s) grown in and exported from the relevant countries for which a certificate was requested above. Applicant will not use or rely upon any certificate(s) issued pursuant to this application for grain originating outside of the countries for which this application has been submitted.

- c. A safety certificate is required by the Ministry of Agriculture and Rural Affairs of the PRC in order to import shipments containing Covered Events.
- d. Safety certificates are based on proprietary packages of safety information provided to the Ministry of Agriculture and Rural Affairs or the Ministry of Agriculture of the PRC by Monsanto.
- e. The underlying data provided to the Ministry of Agriculture and Rural Affairs or the Ministry of Agriculture of the PRC was developed and submitted by Monsanto at considerable expense.
- f. Applicant will comply with this Agreement and all applicable laws and regulations regarding the transaction(s) for which the safety certificate(s) is used.
- g. Monsanto is providing Applicant with the certificate(s) for the sole use of Applicant and its affiliates.
- h. Applicant will use the certificate(s) only for the purpose stated herein, and will not provide a copy, directly or otherwise, to or for use by any other person or entity.
- i. Applicant acknowledges that providing a copy of a safety certificate to or for use by any person or entity other than Applicant will likely cause substantial injury to Monsanto.
- j. The safety certificates cover importation of raw materials for processing for food and feed use only, and are not for use for genetic research or planting. Applicant will take reasonable safety control measures to ensure that raw materials imported will not be released into the environment or be used in a way that would cause potential risk to biological diversity, sustainable utilization or human health.
- k. Any safety certificate issued in response to Applicant's application hereunder may not be used or relied upon except in accordance with the terms stated herein, and Monsanto reserves the right and is entitled to withdraw the use of any and all certificates if the Applicant is not in compliance with the terms agreed to in this Agreement. Applicant agrees to immediately cease use of and reliance upon any certificate if Applicant is no longer in compliance with the terms of use of this Agreement.
- l. Any safety certificate provided is to assist Applicant in obtaining authorization for shipments containing the relevant Covered Event to be imported into China, but Monsanto makes no representation or warranty that such certificates will be sufficient to assure such authorization or to achieve such result.

2. Choice of Law & Submission to Jurisdiction.

- a. Applicant acknowledges that it is contacting Monsanto in Missouri in order to submit this Application & Agreement re Chinese Safety Certificates ("Agreement"). Monsanto is a company organized and existing under the laws of the state of Delaware, with its principal place of business at 800 North Lindbergh Blvd, St Louis, Missouri, USA.
- b. AT MONSANTO'S ELECTION, ALL QUESTIONS WITH RESPECT TO THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO EITHER UNDER THIS AGREEMENT OR IN ANY OTHER RESPECT SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI APPLICABLE TO BUSINESS ARRANGEMENTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF MISSOURI WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS. IF MONSANTO SO ELECTS, THE PARTIES HERETO WILL IRREVOCABLY (A) SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE CIRCUIT COURT FOR ST. LOUIS COUNTY, MISSOURI (WHERE FEDERAL SUBJECT MATTER JURISDICTION DOES NOT EXIST) AND THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION (WHERE FEDERAL SUBJECT

MATTER JURISDICTION DOES EXIST), IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES; (B) AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, ACTION OR OTHER LEGAL PROCEEDING MUST BE HEARD AND DETERMINED IN, AND ENFORCED ONLY IN AND BY, SUCH COURTS; AND (C) WAIVE ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO VENUE IN SUCH COURTS OR THAT SUCH COURTS ARE AN INCONVENIENT FORUM.

3. Surviving obligations.

Expiration or termination of this Agreement or any certificate issued in connection with this Agreement shall not relieve Monsanto or Applicant of any obligation accruing prior to such expiration or termination.

In addition, notwithstanding the expiration or termination of this Agreement or any certificate issued in connection with this Agreement, the following obligations shall survive: Sections 1(b), 1(k), 2(b), and 3.

4. This Agreement is made and shall be effective between Monsanto and Applicant as of the date that Monsanto issues any requested safety certificate to Applicant.

Agreed:

Applicant Company Name

By _____
Officer's Name

Officer's Title

Officer's Signature

Monsanto Company
Ty T. Vaughn, Ph.D.
Head, Regulatory Science
Bayer CropScience

Signature