

**Application & Agreement re Temporary Chinese Safety Certificate  
For Intacta RR2 PRO™ Soybean Exports From Argentina**

*To apply for a temporary safety certificate for Intacta RR2 PRO™ Soybeans (Event MON87701XMON89788) ("Covered Event") to be exported from Argentina 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@bayer.com](mailto:monsanto.safety.certificates@bayer.com) and then mail the hard copy of the executed application to the following address:*

Safety Certificate Manager  
Bayer Group  
700 Chesterfield Parkway West, FF4A  
Chesterfield, MO 63017 USA

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Title** \_\_\_\_\_

**Business Phone** \_\_\_\_\_

**Business Fax** \_\_\_\_\_

**Email Address** \_\_\_\_\_

Safety certificates for Intacta RR2 PRO™ Soybean (Event MON87701XMON89788) have been issued to Monsanto Company and/or Bayer CropScience LP (collectively and hereinafter "Bayer") 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 Bayer.

[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 soybean grain or processed grain containing the Covered Events to be  
exported from Argentina. Following receipt of this document, executed by an authorized representative

of the Applicant, along with any other documentation required or requested by Bayer, Bayer will evaluate the application and determine whether to issue a safety certificate to the Applicant.

If Bayer 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 only from the date of issuance through February 28, 2024 and will not be used or relied upon for any grain loaded on vessels after February 28, 2024.
- b. The safety certificate will only be used for grain containing the relevant Covered Event that was grown and harvested in Argentina, and no other safety certificates other than the one (if any) issued in response to this application will be used by Applicant or its affiliates for grain containing the Covered Event that was harvested in Argentina or that originated or was otherwise shipped from ports within Argentina, provided however, that a different safety certificate may be used by Applicant and its affiliates if it is a safety certificate issued to an affiliate of Applicant and is identical to this safety certificate except for the identity of the Applicant.
- c. A safety certificate is required by the Ministry of Agriculture and Rural Affairs of the PRC in order to import shipments containing the corresponding Covered Event.
- 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 Bayer.
- 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 Bayer at considerable expense.
- f. Applicant and its affiliates will comply with this Agreement and all applicable laws and regulations regarding the transaction(s) for which the safety certificate(s) is used.
- g. Bayer is providing Applicant with the certificate for sole use by Applicant and its affiliates.
- h. Applicant will use the certificate 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 Bayer.
- 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 Bayer 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.

- I. Any safety certificate provided is to assist Applicant in obtaining authorization for shipments containing the relevant Covered Event to be imported into China, but Bayer 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 Bayer in Missouri in order to submit this Application & Agreement re Temporary Chinese Safety Certificate For Intacta RR2 PRO Soybean Exports From Argentina ("Agreement"). Bayer 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.
    - a. Expiration or termination of this Agreement or any certificate issued in connection with this Agreement shall not relieve Bayer or Applicant of any obligation accruing prior to such expiration or termination.
    - b. 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 Bayer and Applicant as of the date that Bayer issues any requested safety certificate to Applicant.

Agreed:

\_\_\_\_\_  
Applicant Company Name

By \_\_\_\_\_  
Officer's Name

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Officer's Signature

Bayer Group  
Dana Sargent  
VP Regulatory Affairs Seeds & Traits  
Bayer CropScience

\_\_\_\_\_  
Signature