

## RELEASE AND INCORPORATION OF SETTLEMENT

\_\_\_\_\_  
*[Name of Claimant]*

The undersigned, for the consideration of the right of the above-named Claimant to participate in the Process and receive a Settlement Payment, if any, subject to and in accordance with the terms of the Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement ("**Settlement Agreement**") entered into by and among (i) Monsanto Company ("**Monsanto**") and (ii) the counsel listed in the signature pages thereto under the heading Executive Committee Counsel ("**ECC**"), hereby executes and delivers this Release and Incorporation of Settlement (the "**Release**") on behalf of the Claimant identified above ("**Claimant**"). If the undersigned is not Claimant (e.g., if Claimant is not a natural person or if the person filing is not the named Claimant), the undersigned represents and warrants that he or she is a duly authorized representative of Claimant and has actual and express authority to execute and deliver this Release on behalf of Claimant and that this Release constitutes, when executed and delivered, a valid and binding agreement of the Claimant, enforceable in accordance with its terms and the terms of the Settlement Agreement.

In consideration of the foregoing, and in consideration of the covenants contained herein, Claimant agrees as follows by the signature appearing below:

**1. Settlement Agreement Incorporated.** Claimant acknowledges that the Settlement Agreement is incorporated into this Release and has been made available to Claimant. Claimant agrees to be bound by the terms of the Settlement Agreement, including but not limited to the Process for submission and evaluation of Process Claims outlined and defined in the Settlement Agreement. Capitalized terms used and not otherwise defined in this Release carry the meanings ascribed to them in the Settlement Agreement.

**2. Release of Claims.** Claimant, to the fullest extent permitted by law, (i) if a natural person: for himself/herself and his/her assigns, and for his/her and their current and former heirs, executors, administrators, attorneys and representatives and (ii) if other than a natural person: for itself and its current and former parents, subsidiaries and affiliates, the current and former agents (actual or apparent), servants, employees, officers, directors, members, managers, partners, owners, attorneys, and representatives of any such Person and their respective heirs, executors, administrators, predecessors, successors and assigns (each a "**Settling Claimant Releasing Party**" and, collectively, the "**Settling Claimant Releasing Parties**"), hereby releases, acquits and forever discharges: (i) Monsanto and Bayer Crop Science LP; (ii) any subsidiaries, parent corporations, affiliates, or related entities of Monsanto or Bayer Crop Science LP; (iii) any insurers, distributors, independent contractors, or representatives of Monsanto or Bayer Crop Science LP or of any Person referred to in clause (ii); (iv) any current or former officer, director, or employee of Monsanto or Bayer Crop Science LP or of any Person referred to in clause (ii) or (iii); (v) any current or former agent (actual or apparent), servant, member, manager, partner, owner, attorney, or representative of Monsanto or Bayer Crop Science LP or of any Person referred to in clause (ii) or (iii); (vi) the respective heirs, executors, administrators, predecessors, successors and assigns of Monsanto, Bayer Crop Science LP, or of any of the Persons referred to in clauses (i), (ii), (iii), (iv) or (v), (each a "**Monsanto Released Party**" and, collectively in clauses (i)-(vi), the "**Monsanto Released Parties**"); and (vii) BASF Corporation, BASF SE, Syngenta Corporation, Syngenta AG, E.I. du Pont de Nemours Company, and Corteva, Inc., and all parents, subsidiaries, and other affiliated entities (the "**Additional Released Parties**") from any and all claims, demands, causes of action, liabilities, sums of money, damages (including, but not limited to, punitive damages and damages for emotional distress), loss of service, expenses, compensation, costs and losses, of any type, kind, nature, description or character whatsoever, whether based on tort, contract, statute, or other theory of recovery and including claims for contribution and indemnity, whether known or unknown, suspected or unsuspected, whether liquidated or unliquidated, which the Settling Claimant Releasing Parties, or any of them, now has or which may hereafter accrue on account of, or in any way growing out of, arising out of, relating to, or in connection with Xtend seed, XtendiMax herbicide, other dicamba herbicide products (including but not limited to Engenia<sup>®</sup> herbicide, FeXapan<sup>®</sup> herbicide with VaporGrip<sup>®</sup> Technology, and Tavium<sup>®</sup> Plus VaporGrip<sup>®</sup> Technology herbicide), or products that were used over the top of Xtend Seed (collectively, the "**Dicamba-Related Products**"), or the development, introduction, production, distribution, sale, use, marketing, or approval of any of the Dicamba Related Products purchased and/or planted or used over the top of dicamba-tolerant soybeans and/or cotton in the years 2015 through 2020, except as set forth below, and all past or current economic injury/damage claims resulting from dicamba sprayed over the top of dicamba-tolerant soybeans or cotton, or both, as

well as, to the fullest extent allowed by the law and except as set forth below, any and all future economic injury/damage claims relating to the Dicamba-Related Products (collectively, the “**Settling Claimant Released Claims**”). However, if Claimant is seeking to recover directly as an Enrolled Claimant for some Claims and indirectly as an Affiliated Claimant for other Claims, this Release specifically permits Claimant to participate in the Process in both such capacities for those different Claims but in all other respects is fully operative and binding on Claimant.

This Release does not release claims for any presently unknown physical bodily injury that has occurred or may occur in the future related to exposure to dicamba. This Release does not release any claims for physical bodily injury related to exposure to any herbicide containing glyphosate. This Release does not release the claims of any purchaser of Xtend seed, XtendiMax herbicide, Engenia® herbicide, FeXapan® herbicide with VaporGrip® Technology, Tavium® Plus VaporGrip® Technology herbicide, or other dicamba-based herbicides relating to or arising from any alleged inability to apply such herbicides as a result of the June 3, 2020 Ninth Circuit vacatur of certain registrations of herbicides previously approved for application over the top of dicamba-tolerant soybeans, cotton, or both. Nothing in this Release alters, amends, or limits the rights or defenses of any Monsanto Released Party under applicable law, or the limitations on potential claims contained within product packaging, instructions, or license agreements between any Monsanto Released Party and any Settling Claimant Releasing Party.

Nothing in this Release, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the Monsanto Released Parties or any Additional Released Party any right, remedy or claim under or by reason of this Release or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements contained in this Release are and shall be for the sole and exclusive benefit of the Monsanto Released Parties and the Additional Released Parties.

This Release and the incorporated Settlement Agreement are an effort to compromise any Claims of Claimant that are disputed as to validity and/or amount and this Release and the Settlement Agreement may not be used by anyone as evidence of negligence or liability of any kind by any Monsanto Released Party or any Additional Released Party; provided, however, that nothing in this Release will be construed to prevent any Monsanto Released Party from pleading or otherwise proving its/their right to contribution or indemnification from any Additional Released Party. Settling Claimant Releasing Parties waive any opportunity or right to intervene or voluntarily participate in support of any of the Additional Released Parties, and agree not to intervene or voluntarily participate in any lawsuit, arbitration or other proceeding brought by any Monsanto Released Party seeking contribution, indemnification, or recovery in any form, for funds paid under this Release and the Settlement Agreement against any Additional Released Party.

Upon Monsanto’s receipt of a valid and enforceable executed copy of this Release, in accordance with the terms of the Agreement, Monsanto and each Monsanto Released Party releases Claimant and Settling Claimant Releasing Parties from any and all claims, causes of action, and suits of every kind and nature, under any legal theory (whether known or unknown; fixed or contingent; or by statute or under the common law) arising or accruing in whole or in part that are in any way related to or arising from, out of, or based on the off-target movement of a dicamba product sprayed by Claimant over the top of dicamba-tolerant soybean or cotton crops between 2015 and 2020, inclusive (collectively, the “**Monsanto Released Claims**”). Monsanto, however, retains the right to defend itself in any future litigation based on misapplication of XtendiMax, including any misapplication by Claimant.

**3. Release of Claims to Conduct in Litigation.** The Settling Claimant Released Parties also release the Monsanto Released Parties and their attorneys from any and all claims, demands, causes of action, liabilities, sums of money, damages, loss of service, expenses, compensation, costs and losses, of any type, kind, nature, description or character whatsoever, including claims for contribution and indemnity, whether known or unknown, suspected or unsuspected, whether liquidated or unliquidated, related to the conduct of the Monsanto Released Parties and/or their attorneys in the prosecution or defense of any claim being released hereby. The Monsanto Released Parties also release the Settling Claimant Released Parties and their attorneys from any and all claims, demands, causes of action, liabilities, sums of money, damages, loss of service, expenses, compensation, costs and losses, of any type, kind, nature, description or character whatsoever, including claims for contribution and indemnity, whether known or unknown, suspected or unsuspected, whether liquidated or unliquidated, related to the conduct of the Settling Claimant Released Parties and/or their attorneys in the prosecution or defense of any claim being released hereby. This Release does not release any obligations created by the Settlement Agreement.

**4. Release as Complete Defense.** Each Monsanto Released Party and each Additional Released Party may plead this Release as a complete defense and bar to any Settling Claimant Released Claim brought in contravention hereof. Each Settling Claimant Released Party may plead this Release as a complete defense and bar to any Monsanto Released Claim brought in contravention hereof.

**5. Representations and Warranties.** Claimant represents and warrants that Claimant is the sole and lawful owner of all rights, title and interest in and to the matters released and settled or assigned and transferred by Claimant herein, or otherwise has, to the fullest extent permitted by applicable law, the requisite power and authority to release, settle, transfer and assign such matters on behalf of Claimant and all Settling Claimant Releasing Parties.

Claimant represents and warrants that neither Claimant nor any other Settling Claimant Releasing Party has, as applicable, heretofore assigned, transferred, or pledged, or purported to assign, transfer, or pledge to any Person any Settling Claimant Released Claim, or, any portion thereof or interest therein.

Claimant represents and warrants that all legal expenses, bills, costs, or contingency fee agreements resulting from or arising out of representation of Claimant by Claimant's counsel in relation to the Claims and the Process have been paid or will be paid and are Claimant's responsibility to pay, and that any liens based on any legal expenses, bills, costs, or contingency fee agreements incurred by Claimant's counsel as a result of Claimant's alleged injuries will be satisfied by Claimant.

Claimant represents and warrants that any claim to recovery relating to the Settling Claimant Released Claims by any Affiliated Claimant(s) offered by Claimant are Claimant's responsibility to pay, and that any claims by any such Affiliated Claimant(s) will be satisfied by Claimant.

**6. Settlement Payments.** Any Settlement Payment to be made to Claimant or to Enrolling Counsel on Claimant's behalf shall be made subject to and in accordance with the terms of the Agreement. Claimant acknowledges and agrees that by participating in the Process and signing this Release, Claimant waives the right to receive any punitive or emotional damages related to or arising out of the Settling Claimant Released Claims, and Claimant understands and agrees that no Settlement Payment is, or shall be deemed to be, attributable to punitive or emotional damages.

**7. Assignment of Rights.** Neither this Release, nor any of the rights, interests, or obligations hereunder may be assigned without the prior written consent of Monsanto.

**8. Costs.** Claimant will bear Claimant's own costs related hereto and to the claims released hereby.

**9. No Oral or Written Representation from Monsanto Released Party.** Except for the warranties, representations, covenants, terms and conditions specifically set forth herein, in executing this Release, Claimant has not received nor relied on any oral or written representation of any Monsanto Released Party regarding any fact, circumstance, condition, legal effect or promise of future action and, specifically, no representations have been made by any attorney or agent of any Monsanto Released Party about the nature or extent of any damages.

**10. Advice of Counsel and Representation.** Claimant acknowledges that Claimant has been advised of the right to consult an attorney of Claimant's choice regarding this Release.

**11. Arm's Length.** This Release was entered into in good faith based on arms-length negotiation between Claimant, Monsanto, and their respective counsel, if any.

**12. Events of Nullity and Voidness.** This Release will be null and void as to the release of any claims against an Additional Released Party if such Additional Released Party pursues claims against Claimant or any Settling Claimant Releasing Party relating to or arising from Monsanto's pursuit of claims against that Additional Released Party for payments made by Monsanto under the Agreement.

**13. Breach of Agreement.** Claimant agrees that money damages would not be a sufficient remedy for any breach of this Release or of the Settlement Agreement by Claimant, and that in the event of a breach by Claimant or any Settling Claimant Releasing Party, Monsanto will be entitled to equitable relief, including injunctive relief and specific performance, as a remedy for any such breach.

**14. Entire Agreement.** This Release, together with the Agreement (including any and all Exhibits attached thereto), constitutes the entire agreement between Claimant and Monsanto, and no other understandings or agreements, written or oral, shall be used to interpret this Release.

**CAUTION: READ BEFORE SIGNING:**

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

If Claimant is a natural person:

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name

If Claimant is other than a natural person:

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Relationship to Claimant  
(E.G., TITLE, POWER OF ATTORNEY, ETC.)

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of the document.