

## AFFILIATED CLAIMANT CONSENT FORM: RELEASE OF CLAIMS

The undersigned, for the consideration of the right to have the Enrolled Claimant identified below receive a Settlement Payment, if any, for Claim(s) that Affiliated Claimant would have been entitled to assert 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**"), does hereby execute and deliver this Affiliated Claimant Consent Form (the "**Consent Form**") on behalf of the Affiliated Claimant identified below ("**Affiliated Claimant**"). If the undersigned is not the Affiliated Claimant (e.g., if Affiliated Claimant is not a natural person or is a person other than the named Affiliated Claimant), the undersigned represents and warrants that he or she is a duly authorized representative of Affiliated Claimant and has actual and express authority to execute and deliver this Consent Form on behalf of Affiliated Claimant and that this Consent Form constitutes, when executed and delivered, a valid and binding agreement of the Affiliated 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, Affiliated Claimant states and agrees as follows by the signature appearing below:

### A. PROMISES AND ACKNOWLEDGEMENTS MADE BY AFFILIATED CLAIMANT

1. Affiliated Claimant acknowledges that the Settlement Agreement has been made available at [www.DicambaSoybeanSettlement.com](http://www.DicambaSoybeanSettlement.com) and is incorporated into this Consent Form. Affiliated Claimant agrees to be bound by the terms of the Settlement Agreement. Capitalized terms used and not otherwise defined in this Consent and Form carry the meanings ascribed to them in the Settlement Agreement.
2. Affiliated 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, 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 an "**Affiliated Claimant Releasing Party**" and, collectively, the "**Affiliated 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); and (vi) the respective heirs, executors, administrators, predecessors, successors and assigns of Monsanto or 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, the "**Monsanto Released Parties**"); and (vii) BASF Corporation, BASF SE, Syngenta Corporation, Syngenta AG, and DuPont/Corteva, Inc., and any related entities (the "**Additional Released Parties**") of and 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 Affiliated 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® herbicide, FeXapan® herbicide with VaporGrip® Technology, and Tavium® Plus VaporGrip® 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 that could be brought by you relating to, arising out of, or in connection with the Dicamba-Related Products (collectively, the "**Affiliated Claimant Released Claims**"). However, if Affiliated Claimant is seeking to recover directly as an Enrolled Claimant for some Claims and indirectly as an Affiliated Claimant for one or more other Claims, this Consent and Form specifically permits Affiliated 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 Consent Form 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 Consent and Form 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 Consent and Form 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 Affiliated Claimant Releasing Party.

Nothing in this Consent Form, 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 Consent Form or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements contained in this Consent Form are and shall be for the sole and exclusive benefit of the Monsanto Released Parties and the Additional Released Parties.

Affiliated Claimant, on Affiliated Claimant's behalf and on behalf of all other Affiliated Claimant Releasing Parties, agrees and understands that any Settlement Payment a Claimant may be entitled to receive is contingent on the Claimant's successful submission of a complete Claims Package and the Process set forth in the Agreement. Affiliated Claimant understands that, depending on the outcome of these contingencies, no Settlement Payment may be made to any Enrolled Claimant for any Fields and/or Damage Years for which Affiliated Claimant may have authorized Affiliated Claimant's Interest to be included. If all Fields for which Affiliated Claimant has authorized an Enrolled Claimant to recover under the Agreement on Affiliated Claimant's Interest are deemed ineligible for recovery or are submitted only by an ineligible or rejected Claimant, then this Consent Form will be of no effect and will be destroyed after expiration of the applicable appeals period; otherwise, Affiliated Agreement agrees and understands that this Consent and Form will remain in full force and effect.

Affiliated Claimant, on Affiliated Claimant's behalf and on behalf of all other Affiliated Claimant Releasing Parties, covenants and agrees that no Monsanto Released Party or Additional Released Party shall be liable in any way to Affiliated Claimant for the fact of any Settlement Payment paid to any Claimant listed in this Consent Form, the amount of any Settlement Payment paid to any listed Claimant under the Settlement Agreement, or the lack of any Settlement Payment paid to any listed Claimant under the Settlement Agreement, or for any listed Claimant's disbursement of, or failure to disburse, any portion of any Settlement Payment as to which Affiliated Claimant may have an interest. Any portion of any Settlement Payment paid to a Claimant identified in this Consent Form in which the Affiliated Claimant may have an interest is the sole responsibility of that Claimant to satisfy, and not any Monsanto Released Party or Additional Released Party.

This Consent Form and the incorporated Agreement are an effort to compromise any Claims made or that could have been made by Affiliated Claimant that are disputed as to validity and/or amount and this Consent Form and the 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. Affiliated Claimant Releasing Parties waive any opportunity or right to, and agree not to, intervene or voluntarily participate in support of any of the Additional Released Parties, 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 Consent Form and the Agreement against any Additional Released Party.

Upon Monsanto's receipt of a valid and enforceable executed copy of this Consent Form, in accordance with the terms of the Agreement, Monsanto and each Monsanto Released Party releases Affiliated Claimant and Affiliated 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 Affiliated 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 Affiliated Claimant.

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|            | <p>This Consent Form shall 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 Affiliated Claimant and the Affiliated Claimant Releasing 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 Affiliated Claimant and Releasing 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. This Consent Form does not release any obligations created by the Agreement.</p> |
| <b>3.</b>  | <p>Each Monsanto Released Party and each Additional Released Party may plead this Consent and Form as a complete defense and bar to any Affiliated Claimant Released Claim brought in contravention hereof. Each Affiliated Claimant and Affiliated Claimant Releasing Party may plead this Release as a complete defense and bar to any Monsanto Released Claim brought in contravention hereof.</p>  |
| <b>4.</b>  | <p>Affiliated Claimant represents and warrants that Affiliated 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 Affiliated 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 Affiliated Claimant and all Affiliated Claimant Releasing Parties.</p> <p>Affiliated Claimant represents and warrants that neither Affiliated Claimant nor any other Affiliated Claimant Releasing Party has, as applicable, heretofore assigned, transferred, or pledged, or purported to assign, transfer, or pledge to any Person any Affiliated Claimant Released Claim, or, any portion thereof or interest therein, except as provided for in this Consent Form.</p>   |
| <b>5.</b>  | <p>Except for the warranties, representations, covenants, terms and conditions specifically set forth herein, in executing this Consent and Form, Affiliated 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.</p>  |
| <b>6.</b>  | <p>Affiliated Claimant acknowledges that Affiliated Claimant has been advised of the right to consult an attorney of Affiliated Claimant's choice regarding this Consent Form and the Settlement Agreement. Affiliated Claimant acknowledges that Affiliated Claimant fully understands this Consent Form and the effect of becoming an Affiliated Claimant under the Settlement Agreement, and agrees to be bound by the Settlement Agreement.</p>  |
| <b>7.</b>  | <p>Affiliated Claimant agrees to cooperate with reasonable requests for information and/or reasonably provide information relating to the Affiliated Claimant's interests in the Affected Fields listed in this Consent Form and for the years identified listed in this Consent Form. Affiliated Claimant, on Affiliated Claimant's behalf and on behalf of all other Affiliated Claimant Releasing Parties, agrees that if the Affiliated Claimant's Interest is excluded from the Claim of the Claimants listed on this Consent Form for the Affiliated Claimant's failure to provide requested information, Affiliated Claimant shall have no right to payment from such Claimant related to such excluded Interest.</p>   |
| <b>8.</b>  | <p>This Consent Form 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 Affiliated Claimant or any Affiliated Claimant Releasing Party, or the Claimant asserting a Claim for the Affiliated Claimant's Interest, relating to or arising from Monsanto's or Bayer Crop Science LP's pursuit of claims against that Additional Released Party for payments made by Monsanto or Bayer Crop Science LP under the Settlement Agreement.</p>   |
| <b>9.</b>  | <p>Affiliated Claimant agrees that money damages would not be a sufficient remedy for any breach of this Consent Form or of the Settlement Agreement by Affiliated Claimant, and that in the event of a breach by Affiliated Claimant or any Affiliated Claimant Releasing Party, Monsanto will be entitled to equitable relief, including injunctive relief and specific performance, as a remedy for any such breach.</p>  |
| <b>10.</b> | <p>This Consent Form, together with the Settlement Agreement (including any and all Exhibits attached thereto), constitutes the entire agreement between Affiliated Claimant and Monsanto, and no other understandings or agreements, written or oral, shall be used to interpret this Consent and Form.</p>   |

**B. AFFILIATED CLAIMANT INFORMATION** *(provide your contact information)*

**Affiliated Claimant Name**

First Name

Last Name

**Last Four Digits of Social Security Number or Taxpayer Identification Number**

**Name of Person Signing for Affiliated Claimant**

First Name

Middle Name

Last Name

**Affiliated Claimant Email (if any) and Telephone**

**Telephone**

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**Email**

**Your Full Street Address**

Address

City

State

ZIP Code

Country

**C. AFFILIATED CLAIMANT COUNSEL INFORMATION**

*(provide the contact information of the attorney representing you in this Process, if any)*

**Attorney Name**

First Name

Last Name

**Law Firm Name**

**Telephone**

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**Email**

## D. INSTRUCTIONS

In Section E below, you must identify a single Claimant for whom this Consent Form is being provided. As to a single field/year, you may not submit a Consent Form for multiple Claimants. However, you may submit a separate Consent Form for other Claimants if you and such Claimant both had an interest in a different field or in the same field but in a different year.

By signing this Consent Form and identifying a Claimant, you acknowledge and agree that the Claimant named in Section E may receive a Settlement Payment that includes your interest, and therefore the amount you would have been entitled to receive, if any, under the Settlement Agreement for the fields and years you identify (or all fields/years in which you share an interest with the Claimant, if you so indicate).

## E. CLAIMANT INFORMATION

Identify the Claimant for whom/which you acknowledge and agree may receive the amount you would have been entitled to receive, if any, subject to and in accordance with the terms of the Settlement Agreement, for Claim(s) relating to the field(s) and year(s) identified in Section F.

### Claimant Name

First Name

Last Name

## F. FIELD INFORMATION

Identify the fields and years of injury below for which you agree the above-identified Claimant may receive a Settlement Payment related to your interest, if any, under the Settlement Agreement.

Do you wish for the Claimant to receive a Settlement Payment on your interests for all eligible fields and years of injury on which you may be entitled to recover?

YES, I acknowledge and agree the above-identified Claimant may receive a Settlement Payment I would have been entitled to receive, if any, subject to and in accordance with the terms of the Settlement Agreement, for any and all fields in which we share an interest, for any year of injury.

NO, I do not wish for the Claimant to receive a Settlement Payment on my interests for all eligible fields and years of injury.

If you checked "yes," you may skip the rest of Section F, Field Information.

If you checked "no," you must complete the chart regarding all Fields for which you authorize the Claimant to receive a Settlement Payment related to your interest.

| <b>Note:</b> This section is only to be completed if you checked "NO" above or if you did not check "YES." | <b>Farm / Tract / Field No. (or if none, alternative identification)</b> | <b>Year of Injury</b>        |
|--|--|------------------------------|
| <b>Field/ Year for Which Recovery by Named Claimant is Authorized</b>                                      | <input type="text"/>   | <input type="text"/><br>YYYY |
| <b>Field/ Year for Which Recovery by Named Claimant is Authorized</b>                                      | <input type="text"/>   | <input type="text"/><br>YYYY |
| <b>Field/ Year for Which Recovery by Named Claimant is Authorized</b>                                      | <input type="text"/>   | <input type="text"/><br>YYYY |
| <b>Field/ Year for Which Recovery by Named Claimant is Authorized</b>                                      | <input type="text"/>   | <input type="text"/><br>YYYY |

By signing this document, I acknowledge and agree that I am giving up any right I have to bring an Affiliated Party Released Claim against any Monsanto Released Party. I recognize that I will not receive any money under the Settlement Agreement directly from Monsanto, and may not be entitled to any money under this Settlement Agreement. I agree to be bound by decisions made by the Claimant identified in this Consent Form regarding any Claims that are the subject of this Consent Form, and to look only to the Claimant identified in this Consent Form to satisfy any portion of a Settlement Payment that I have authorized the Claimant to collect.

I authorize any amounts that may be owed under the Settlement Agreement related to any interest that I had on the Fields and Damage Years identified in this Consent Form to be made directly to the Claimant identified in this Consent Form. I give up any right I might have to recover for any amount I may be due for these Fields and Damage Years under the Settlement Agreement. I also give up any right to institute any proceeding, judicial or otherwise, against any Monsanto Released Party, Additional Released Party, any member of the ECC, or any of the persons authorized to assist in administering this Settlement with respect to the Settlement Agreement.

**CAUTION: READ BEFORE SIGNING:**

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

If Affiliated Claimant is a natural person:

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

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

If Affiliated Claimant is other than a natural person:

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

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

\_\_\_\_\_  
Relationship to Affiliated 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.