

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA)	
)	CRIMINAL NO.
v.)	
)	
MONSANTO COMPANY,)	15 U.S.C. §§ 78dd-1(a) & (g)
)	(Foreign Corrupt Practices Act)
<i>defendant.</i>)	
)	15 U.S.C. § 78m(b)
)	(False Books & Records)

DEFERRED PROSECUTION AGREEMENT

Defendant MONSANTO COMPANY, a Delaware Corporation, by its undersigned attorneys, pursuant to authority granted by its Board of Directors, and the United States Department of Justice, Criminal Division, Fraud Section, enter into this Deferred Prosecution Agreement.

1. MONSANTO COMPANY accepts and acknowledges that the United States will file a criminal information in the United States District Court for the District of Columbia charging MONSANTO COMPANY with violating the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, and making false entries into its books and records, in violation of Title 15, United States Code, § 78m(b)(2) & (5). In doing so, MONSANTO COMPANY knowingly and willingly waives its right to indictment on these charges.
2. This Agreement reflects MONSANTO COMPANY's previous actions in investigating misconduct in its Asia-Pacific operations, voluntarily reporting its findings, and cooperating in the government's subsequent investigation; its adoption of the remedial measures set forth herein; its commitment to maintain and independently review such measures; and its willingness to continue to cooperate with the Fraud Section in its investigation.

MONSANTO COMPANY does not endorse, ratify or condone criminal conduct and, as set forth below, has taken steps to prevent such conduct from occurring in the future.

3. Based on information provided to MONSANTO COMPANY by the U.S. Securities & Exchange Commission, including sworn testimony, and by the Fraud Section, MONSANTO COMPANY accepts and acknowledges that it is responsible for the acts of its employees as set forth in the Statement of Facts attached hereto as Appendix A. Should the Fraud Section pursuant to paragraph fourteen initiate the prosecution that is deferred by this Agreement, MONSANTO COMPANY will neither contest the admissibility of, nor contradict, the Statement of Facts in any such proceeding.
4. MONSANTO COMPANY expressly agrees that it shall not, through its present or future attorneys, board of directors, officers, or any other person authorized to speak for the Company, make any public statement, in litigation or otherwise, contradicting MONSANTO COMPANY's acceptance of responsibility set forth above or the factual statements set forth in Appendix A hereto. Any such contradictory statement shall constitute a breach of this Agreement as governed by paragraph fourteen of this Agreement, and MONSANTO COMPANY thereafter would be subject to prosecution as set forth in paragraphs fourteen to sixteen of this Agreement. The decision of whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to MONSANTO COMPANY for the purpose of determining whether MONSANTO COMPANY has breached this Agreement shall be at the sole discretion of the Fraud Section. Should the Fraud Section decide that a public statement by any such person contradicts in whole or in part a statement of fact contained in the Statement of Facts, the Fraud Section

