

**Amendment No. 7  
STATEMENT OF WORK  
Monsanto Company  
and Fleishman-Hillard Inc.  
SOW Effective Date: October 15, 2016**

This Statement of Work ("SOW") is governed by and made part of the Services Agreement ("Agreement") by and between Monsanto Company ("Monsanto") and Fleishman-Hillard Inc., using the trademark FleishmanHillard ("Agency"), dated as of July 18, 2013. This SOW is effective as of the SOW Effective Date above and unless otherwise defined herein, all capitalized terms in this SOW have the same meanings as defined in the Agreement.

ASSIGNMENT/ PROJECT NAME	<b>FTO Glyphosate Renewal Campaign</b>
SOW TERM	October 15, 2016 through December 31, 2017
SOW PROJECT CONTACTS	Monsanto contacts: [REDACTED], [REDACTED] [REDACTED] FleishmanHillard contact: [REDACTED] [REDACTED]
FY17 PROJECT TOTAL	
Estimated Fees, costs, charges, and expenses	<b>\$16,179,000 (USD) *</b>

NOTES AND SPECIAL OR ADDITIONAL TERMS AND CONDITIONS: \* The above pricing represents initial good faith estimates; given that this is a "live" campaign taking place in circumstances that may require adjustment to achieve program goals. Total fees, costs, charges, and expenses billed will not exceed \$16,179,000 without prior written Monsanto approval.

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The current estimated breakdown of the budget foreseen in this Statement of Work is outlined in the following table. Given the fluid nature of the campaign, FleishmanHillard reserves the right to alter this fee structure in response to developments in the campaign, and to reallocate budget between the fees and expenses portion of the budget estimate, as needed.

FH Fees	US\$8,029,000
3 <sup>rd</sup> -party contractor fees	US\$7,550,000
Expenses	US\$600,000

**Exhibit A**  
**FleishmanHillard Glyphosate Renewal FTO SOW**  
**October 1, 2016**

**Coordination/Project Management**

- Weekly updates on budget spend and outcomes by market and activity, against market plans
- Development and implementation of a dashboard to show forward movement
- Daily interaction with Monsanto leads in Europe and US, as required
- Ongoing strategic counsel/support for Monsanto leads
- Actively follow up with campaign leads to ensure deliberate, rapid forward progress towards renewal in each market
- Real-time flagging of issues and problems to EME FTO leadership team
- Monthly activity summary for work across EU
- Management and payment of all vendors
- Support for key initiatives as identified by Monsanto leads
- Campaign messaging & narrative
- Development/planning/population of web properties
- Content creation (central & local materials)
- Development of research briefs to deliver credible economic and social impact assessments in each country
- Identification research partners and commission projects to deliver results
- Any proposed activity in any market that falls outside the scope of the original country plan must be raised and approved by the FTO leadership team before moving forward. If the idea adds to overall cost without adding demonstrable budget, it must be removed and discussed separately.

**Key KPIs/Deliverables**

- Weekly updates for Monsanto
- Monthly activity summaries
- Monthly report on metrics

**Let Nothing Go (January 1, 2017 – December 31, 2017)**

- Daily monitoring and reporting on media and social media coverage related to the campaign – compiled into a single, English-language report sent daily to campaign team
- Development of robust responses to negative or inaccurate coverage
- Responses to be agreed by MON and sent to originator of the coverage in an appropriate manner (e.g. direct intervention with journalists or editors; letters to the publication; direct response to twitter, Facebook, blog, etc.)
- On a monthly basis, analysis of the past month's coverage to gauge tone of debate and develop a database of interested journalists, active voices, arguments for and against glyphosate, and other useful information
- Development and support for responses and messaging in third party/grassroots channels

**Key KPIs/Deliverables**

- Daily monitoring reports
- Stories updated with Monsanto's point of view
- Database of journalists and commentators relevant to glyphosate coverage in Europe

## **Listening & Planning**

- Direct meetings with key decision-makers to better understand national positions, political priorities and pressure points
- Development of a multi-audience, multi-channel, multi-tactic approach for each country designed to shift political support in favour of glyphosate renewal
- Deliver political analysis and assumptions as a basis for planning activities.

### Key KPIs/Deliverables

- In-depth understanding of different national positions, pressures and politics
- Database of key decision-makers
- Detailed rolling plan to guide campaign actions

## **Stakeholder Engagement**

- Detailed identification of stakeholders in each market, and at EU level
- Mapping of stakeholders against interests, influence on decision, likelihood of support
- Regularly update stakeholder lists and maps for each stakeholder market as events unfold
- Development of stakeholder-specific messaging (reflecting learning from listening exercise)
- Direct stakeholder outreach
- Regularly monitor stakeholders for changes in attitude towards glyphosate through direct and indirect engagement
- Analyze drivers of stakeholder opinion relevant to key influencers and decision-makers, and feed these insights into regular (monthly) national strategy review and revision
- Continuously assess stakeholder sentiment through direct and indirect approaches, to ensure timely action to address issues blocking renewal

### Key KPIs/Deliverables

- Stakeholder map for each country
- Active relationships with key stakeholders
- Full understanding by Monsanto team of the underlying drivers of this decision

## **Grassroots mobilization**

- Identify & recruit farmers and other users willing to speak out about their need for glyphosate
- Help grassroots recruits get their message to decision-makers in order to demonstrate political support for the product – including written letters, personal visits and demonstrations
- Identify vehicles, or create new ones, as needed to help grassroots supporters organize themselves.
- As required, create web properties and other collateral that can support the grassroots effort

### Key KPIs/Deliverables

- Grassroots supporters identified
- Supporters are visibly active in support of glyphosate
- Support vehicle identified and active

## **Traditional and social media outreach**

- Use media and social media channels as appropriate to amplify grassroots support
- Generate positive media and social media related to glyphosate (active search for opportunities)
- Identify politically influential media/social channels and ensure supportive noise
- Ensure analytical tools are in place to assess coverage and update

### Key KPIs/Deliverables

- Social media includes supportive messages to aid in political outcomes
- Opportunities for positive or balanced media coverage followed up and captured
- Media and social media analysis report completed on a monthly basis

## **Climate outreach**

- Develop argumentation related to the benefits of glyphosate related to climate change
- Map “non-traditional” stakeholders with an interest in sustainable agriculture
- Create case for benefits of sustainable agriculture, and glyphosate’s role in that
- Activate climate advocates in support of sustainable agriculture

### *Key KPIs/Deliverables*

- Identification of non-traditional allies across markets
- Expressions of support for glyphosate from non-traditional allies (e.g. climate activists)
- Case for climate-friendly agriculture begins to take hold

Both parties desire to affirm the Agreement and to amend or add certain provisions of the Agreement as stated below:

TERM: The term of this Agreement shall terminate on December 31, 2017. Any renewals or extensions of this agreement must be mutually agreed to in writing by Monsanto and Agency.

- 9. **TERMINATION-SUSPENSION.** Section #9 of the Agreement is amended to include this glyphosate renewal FTO. Either party may, at any time upon 60 days written notice to the other, terminate this Agreement including any outstanding SOW in whole or in part. In the event of such termination, Monsanto will reimburse Agency those fees and expenses not in excess of the amounts specified in this SOW, which were previously incurred by Agency in good faith in connection with the Services.
- 18. **HUMAN RIGHTS POLICY.** Supplier acknowledges that it has received and read Monsanto's Human Rights Policy and will conduct its business with Monsanto in compliance with applicable employment and labor laws. Supplier agrees to allow representatives of Monsanto or third parties to conduct audits of books, records and facilities utilized by Supplier's employees to determine Supplier's compliance with applicable employment and labor laws.
- 19. **COMPLIANCE WITH LAWS.** Supplier represents that the Services under this Agreement will comply with all Monsanto rules and site policies and all applicable state, federal and local laws, rules, regulations and executive orders. These include, but are not limited to Occupational Safety and Health Act, Fair Labor Standards Act, and environmental protection laws and regulations such as the Toxic Substances Control Act.

Monsanto is at times a Federal contractor and for the following clause Monsanto is referred to as Contractor and Fleishman Hillard is referred to as Subcontractor:

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Other than as clarified and amended by this Amendment, the Agreement remains unchanged. This SOW is entered into as of the SOW Effective Date above on behalf of each party by its respective, duly authorized officer or representative.

**Monsanto Company**

**Fleishman-Hillard Inc.**

by: \_\_\_\_\_

by: \_\_\_\_\_

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print name and title

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