

AGREEMENT FOR GM CROP OUTREACH

This Agreement for GM Crop Outreach (hereinafter "Agreement") between MONSANTO COMPANY, of 800 N. Lindbergh Blvd, St. Louis, MO 63167, together with its subsidiaries, affiliates and associates, (hereinafter jointly or collectively, referred to as **MONSANTO**), and v-FLUENCE INTERACTIV, 4579 Laclede Avenue, #275 - St. Louis, MO 63108, (hereinafter jointly or collectively, referred to as **v-Fluence**), shall be effective as of April 1, 2014 (hereinafter "Effective Date").

Whereas,

MONSANTO wants to enable outreach and engagement activities supporting a better understanding of agriculture and genetically-modified (transgenic) crops by **v-FLUENCE** and its clients; and

Whereas,

v-FLUENCE is willing and available to perform **OUTREACH AND ENGAGEMENT ACTIVITIES** in support of better understanding of agriculture and GM crops for its clients and the general public (hereinafter referred to as the **OUTREACH ACTIVITIES**), according to the Work Plan in Appendix 1, which is incorporated herein by reference (hereinafter referred to as the "**WORK PLAN**");

Now therefore, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. v-Fluence shall utilize its marketing, communications, public relations, journalism, research and risk communications expertise from across the U.S. and abroad to conduct **OUTREACH ACTIVITIES** in compliance with all applicable laws and regulations. In accordance with best practices in the industry, v-FLUENCE warrants that the outreach activities will be performed in an ethical, professional and competent manner.
2. In order to allow each party to benefit from the other's means and skills, it may be necessary for **MONSANTO** to disclose to v-FLUENCE certain proprietary and/or confidential information and material, including but not limited to technical information, business information and **MONSANTO's** current and future plans (hereinafter referred to as **MONSANTO INFORMATION**). v-FLUENCE shall not disclose any **MONSANTO INFORMATION** to third parties or use any **MONSANTO INFORMATION** without in each instance securing the prior written consent of **MONSANTO**. All notes, memoranda, records, tapes, print-outs, reports, electronic databases, and other documents, material, or information (including, but not limited to, all drafts, soft and hard copies and excerpts thereof) supplied to v-FLUENCE by **MONSANTO** shall be the property of **MONSANTO** and shall be **MONSANTO INFORMATION** subject to this Agreement. Any and all **MONSANTO INFORMATION** shall be delivered to **MONSANTO** or destroyed by v-FLUENCE within 14 days of **MONSANTO'S** request as **MONSANTO** determines in its sole discretion. Without limiting the foregoing, v-FLUENCE agrees to delete and erase any **MONSANTO INFORMATION** and all soft copies and excerpts thereof on v-FLUENCE'S system, and to destroy all hard copies and excerpts thereof within 14 days of **MONSANTO'S** request, and shall have an authorized representative of v-FLUENCE certify to **Monsanto** in writing that it has done so; provided, however, that v-FLUENCE may retain in storage one archival copy of all reports delivered to **MONSANTO** and of all working papers necessary to support its analyses, conclusions and recommendations. Nothing herein shall be deemed to convey ownership to **MONSANTO** of any general method of analysis provided and used by v-FLUENCE in connection with **OUTREACH ACTIVITIES**, whether or not incorporated into the Documents.
3. Conversely, **MONSANTO** may be exposed to information that v-FLUENCE may consider as proprietary and/or confidential, including but not limited to technical information, business information, current and future plans (hereinafter referred to as **v-FLUENCE INFORMATION**).

MONSANTO agrees not to disclose any v-FLUENCE Information to third parties without v-FLUENCE'S prior written permission.

4. The parties hereto agree to keep confidential and not to disclose to any third party and not to use the other party's proprietary or confidential information, unless differently agreed in writing. Furthermore, v-FLUENCE agrees to share with MONSANTO, and not to disclose to any third party and/or use, except for the above purpose, any information, data or material developed in the course of the performance of OUTREACH ACTIVITIES, unless differently agreed in writing. All such information, data and or material will be owned by Monsanto Company, and v-FLUENCE hereby assigns it to Monsanto and the parties consider it a Work Made for Hire for Monsanto.
5. v-FLUENCE shall not disclose the OUTREACH ACTIVITIES and/or this Agreement in any form to any third party without prior written approval of MONSANTO, as Monsanto may determine at its sole discretion.
6. MONSANTO is and shall remain the sole owner of any and all MONSANTO INFORMATION and of any other information, data or material generated by v-FLUENCE in the course of its OUTREACH ACTIVITIES. Further, MONSANTO shall be sole owner of any and all intellectual property or other inventions arising from v-FLUENCE'S performance of this Agreement and/or v-FLUENCE'S possession of MONSANTO INFORMATION. For the avoidance of doubt, and without limiting the generality of the foregoing, MONSANTO and its designees shall be entitled to use, distribute, copy, translate and create derivative works from the OUTREACH ACTIVITIES and any reports submitted or developed by either party in connection with the OUTREACH ACTIVITIES, for any purpose in their sole discretion, and do all things which owners may do with their property.
7. MONSANTO agrees to pay v-FLUENCE up to \$60,000 in total, not to exceed \$20,000 each quarter, sixty (60) days after receipt of invoices delivered quarterly, itemized according to current practice. All invoices should be paid within the 60 days of submission and v-FLUENCE reserves the right to charge interest for late payment over 60 days late at the rate of 2%.
8. This Agreement shall begin on the Effective Date and continue until April 1, 2015. Such period may be extended upon written agreement between the parties. The obligations of confidentiality and non-use will last for a period of five (5) years from the Effective Date, and shall remain non-affected by the termination or expiry of this Agreement.
9. It is understood and agreed that the obligations of confidentiality and non-use herein shall not apply to any MONSANTO INFORMATION or v-FLUENCE INFORMATION that:
 - a) is or later becomes publicly known under circumstances involving no breach of this Agreement by the receiving party;
 - b) was already known to the receiving party, without restriction on disclosure, as evidenced by written or electronic records at the time of receipt from the disclosing party;
 - c) is lawfully and without restriction made available to the receiving party from a source other than disclosing party; or
 - d) any information that a receiving party independently and lawfully develops without use of any information received from the disclosing party.

It is further understood that specific aforementioned MONSANTO INFORMATION and v-FLUENCE INFORMATION shall not be determined to be available to the public or in receiving party's prior possession merely because it is embraced by more general information available to the public or by more general information in the receiving party's possession.

10. v-FLUENCE shall not assign or subcontract its performance hereunder without the express written consent of MONSANTO. In the event MONSANTO authorizes any such assignment or subcontract, v-FLUENCE shall bind any such person or entity to terms that are at least as stringent as contained herein, including without limitation those concerning the outreach services to be performed, confidentiality, non-use and intellectual property. The OUTREACH ACTIVITIES will be coordinated by Mr. Jay Byrne, President, v-FLUENCE.
11. v-FLUENCE and MONSANTO agree that no press release, public announcement or confirmation or publication regarding this Agreement, or the parties' work with each other, shall be made by either party without express prior written consent of the other.
12. Compliance with the U.S. Foreign Corrupt Practices Act

The parties agree that no payment or transfer of anything of value, other than those detailed in the present Agreement, shall be made directly or indirectly:

- (i) to any governmental official or employee (including employees of government owned and government controlled corporations, agencies or bodies);
- (ii) to any political party, official of a political party or candidate or family member of such person,
- (iii) to an intermediary for payment to any of the foregoing; or
- (iv) to any other person or entity

if such payment or transfer would violate the laws of the country in which it is made or the Foreign Corrupt Practices Act ("FCPA") of the United States.

v-FLUENCE agrees to provide MONSANTO with audit rights, for the duration of this Agreement, and for a reasonable time thereafter, to assess and verify compliance with this clause in relation to the present Agreement.

v-FLUENCE agrees that it shall not retain a sub-contractor, representative, or agent in connection with this Agreement without the prior written approval of MONSANTO, except as expressly specified in this Agreement.

v-FLUENCE agrees to obtain MONSANTO's prior written approval before interacting with any governmental official or employee on MONSANTO's behalf.

Violation of this clause shall be grounds for immediate termination for cause without notice by MONSANTO.

13. v-FLUENCE acknowledges and agrees that the products, materials, software and/or technology provided by MONSANTO under this Agreement are subject to the export control laws and regulations of the United States, potentially including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls ("OFAC"). Recipient will comply with these laws and regulations. v-FLUENCE shall not, without prior U.S. government authorization, export, re-export, or transfer MONSANTO products, materials, software and/or technology, either directly or indirectly, to any country subject to a comprehensive U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. Moreover, v-FLUENCE shall not, without proper U.S. government authorization, export, re-export, or transfer

MONSANTO technology to any resident or national of any country subject to a comprehensive U.S. trade embargo. In addition, MONSANTO products, materials, software and/or technology may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. v-FLUENCE further agrees that this assurance shall remain in effect even after termination of this Agreement.

14. Either party may terminate this Agreement immediately if the other party breaches a obligation under this Agreement and fails to cure that breach within fifteen (15) days after receipt of written notice describing the breach in reasonable detail. Any termination of this Agreement pursuant to this Article shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies, at law or in equity, which the non-defaulting party may have on account of the default of the other party.
15. Each party is an independent contractor and as such will not have any authority to bind or commit the other party toward any third parties. Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or principal / agent relationship between v-FLUENCE and MONSANTO for any purpose.
16. This Agreement shall be governed exclusively by the laws of the United States of America, State of Missouri, without regard to the conflict of laws provisions thereof. Venue shall be laid in the Federal District Court for the Eastern District of Missouri, Eastern Division. Each party freely and irrevocably waives its right to trial by jury, and in the unlikely event that they cannot settle a dispute without a trial, the dispute will be tried before a judge.
17. Notices under this Agreement shall be addressed to the other party at the address given below, or such other address as may hereafter be designated by notice in writing:

For v-FLUENCE: Chris Phillips

CFO

Chris.Phillips@v-Fluence.com

Phone: 858-453-9900, Fax: 58-453-0900

For Monsanto: Eric Sachs

Lead, Social, Economic and Environmental Platform, Regulatory Policy and Scientific Affairs

Eric.S.Sachs@Monsanto.com

Phone : +1 314 694 1709

In Witness thereof, the parties agree as specified herein and execute this Agreement by a duly delegated official:

For MONSANTO COMPANY



By: Eric S. Sachs
Title: Lead, Social, Economic and Environmental
Platform, Regulatory Policy and Scientific Affairs

Date: 04/28/2014

For v-FLUENCE



By: Chris Phillips
Title: CFO

Date: 04/21/2014

APPENDIX 1
WORK PLAN

v-Fluence will work with existing academic and related NGO networks to facilitate high-level, credible academic public engagement on science issues to support a better understanding of agriculture and genetically-modified (transgenic) crops. At the direction of Monsanto scientific outreach team members and using our daily monitoring systems (which code global biotech and crop protection related content for various attributes, including "scientific response" and third-party "outreach"/amplification) to connect relevant v-Fluence third-party stakeholder network participants to become more engaged, visible and influential in appropriate public dialogues. We will work with relevant scientific and regulatory affairs experts at Monsanto to facilitate that accurate information on these topics flows to appropriate network participants on a timely basis. We will provide appropriate communication training and outreach support to those engaged individuals in support of their effective participation with the press, at public events and via social media channels.

We will incorporate this outreach into our daily editorial and outreach meetings, make as needed (daily or weekly) outreach calls and emails to target stakeholders to enlist their support in publishing, participating in public events, responding to press interest and publishing public responses to false or misleading claims of science. We will forward resulting publications and activity reports to Monsanto as they happen and be available to provide quarterly in person (with PowerPoint) activities review.

v-Fluence shall use its marketing, communications, public relations, journalism, research and risk communications expertise from across the U.S. and abroad to conduct OUTREACH ACTIVITIES in compliance with all applicable laws and regulations. In accordance with best practices in the industry. v-FLUENCE warrants that the outreach activities will be performed in an ethical, professional and competent manner.

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