Señora
Directora de la Dirección de Nuevas Creaciones
Superintendencia de Industria y Comercio
Ministerio de Comercio, Industria y Turismo
E. S. D.

Re.: Expediente No. **NC2021/0017706**
Solicitud de Patente PCT entrada en Fase Nacional, para: ***"PIRROLIDINONAS SUSTITUIDAS CON PIRAZOL COMO HERBICIDAS"***
Solicitante: **FMC CORPORATION**

RESPUESTA A EXAMEN DE FORMA

MARGARITA CASTELLANOS ABONDANO, mayor de edad, identificada y domiciliada como aparece al pie de mi firma, obrando en mi calidad de apoderada de la sociedad solicitante del asunto citado en la referencia, en atención a su oficio No. **127** notificado electrónicamente el 06 de enero de 2022 y para el cual solicité prórroga de manera oportuna, atentamente me permito dar respuesta al mismo de la siguiente manera:

1. Documento de Poder

De conformidad con lo solicitado, se adjunta copia del documento de Poder conferido por FMC CORPORATION que me faculta para actuar en nombre del solicitante.

2. Documento de Cesión

De conformidad con lo solicitado, se adjunta copia de los documentos de cesión de los inventores:

Matthew James CAMPBELL
Thomas Martin STEVENSON
Travis Chandler MCMAHON

al solicitante. Dichos documentos se presentan junto con su correspondiente traducción al español.

En cuanto al documento de cesión de los demás inventores:

James Alan MORRIS
Sean NG
Sally Elizabeth RUSSELL

informamos lo siguiente:

De acuerdo con la Resolución 59669 de 2020, numeral 1.2.2.2 "*Para efectos de lo establecido en el literal k) del artículo 26 de la Decisión 486, cuando el solicitante no sea el inventor, debe adjuntar o bien una copia del contrato de cesión o bien del contrato en virtud del cual se presuma legalmente dicha cesión. En el caso de solicitudes en fase nacional, cuando no se haya realizado una declaración de conformidad a la regla 4.17. ii) del Reglamento del PCT, deberá adjuntarse una copia del contrato de cesión* ***o del contrato en virtud del cual se presuma la cesión***" (énfasis añadido).

Adicionalmente, el Código de Comercio de Colombia en su Artículo 539 establece que: "*Creaciones de trabajadores o mandatarios. Salvo estipulación en contrario, la invención realizada por el* ***trabajador o mandatario*** *contratado para investigar pertenece al patrono o mandante. La misma regla se aplica cuando el trabajador no haya sido contratado para investigar, si la invención la realiza mediante datos o medios conocidos o utilizados en razón de la labor desempeñada. En este caso el trabajador tendrá derecho a una compensación que se fijará de acuerdo al monto del salario, la importancia de la invención, el beneficio que reporte al patrono u otros factores similares. A falta de acuerdo entre las partes, el juez fijará el monto de la compensación*".

Dada la legislación aplicable, citada anteriormente, presentamos los siguientes documentos, con el fin de acreditar la cesión de los inventores MORRIS, NG y RUSSELL:

1. Contrato de Colaboración para compuestos herbicidas firmado entre Syngenta Crop Protection AG (Syngenta) y E. I. du Pont de Nemours and Company (DuPont) (10 de junio de 2015). Mediante dicho documento las compañías firmantes iniciaron el Proyecto Gnome, el cual es un Proyecto de Área Líder de Contribuyente Único dirigido a herbicidas que tienen un MOA de biosíntesis de pirimidina y un sitio de acción de dihidroorotato deshidrogenasa como se describe en el Anexo A del Contrato ("*Anexo A*").

2. Anexos A y B del Contrato de Colaboración para compuestos herbicidas (05 de agosto de 2015). En el Anexo A se define el Proyecto Gnome.

3. Contrato de Colaboración para compuestos herbicidas: Primera Enmienda (12 de agosto de 2015).

4. Contrato de Colaboración para compuestos herbicidas: Segunda Enmienda (01 de noviembre de 2016).

5. Contrato de Colaboración para compuestos herbicidas: Tercera Enmienda (01 de agosto de 2017). En dicho documento se indicó que los activos de DuPOnt relacionados con el Contrato serían adquiridos por FMC CORPORATION en el cuarto trimestre de 2017.

6. Documento de Cesión de Patentes firmado entre E. I. du Pont de Nemours and Company (DuPont) y FMC CORPORATION (FMC). En dicho documento se indica que DuPont y FMC celebraron un Contrato de Transacción, el 31 de marzo de 2017, en virtud del cual DuPont acordó vender, trasmitir, transferir, ceder y entregar a FMC, y FMC acordó comprar a DuPont todos los derechos de DuPont sobre ciertas patentes de DuPont, las cuales se adjuntaron al Anexo A ("*Patentes Transferidas*") de dicho documento. Entre las patentes transferidas se resalta la patente colombiana No. 16-147.134 del 02 de diciembre de 2014 (Referencia de DuPont: BA9557-CO-PCT).

7. Comunicado de prensa del 01 de noviembre de 2017, en el cual DowDuPont™ anunció que se completaron las transacciones de DuPont con FMC CORPORATION.

8. Declaración del inventor Thomas Chandler McMachon, en la cual declara que trabajó en el Proyecto Gnome con los inventores Thomas, Martin STEVENSON y Matthew James CAMPBELL, quienes eran empleados de FMC Corporation durante el desarrollo de la invención; y James Alan MORRIS, Sean NG y Sally Elizabeth RUSSELL, siendo los tres empleados de Syngenta Crop Protection AG.

Los documentos 1 a 8 se presentan junto con su correspondiente traducción al español.

Del Contrato de Colaboración, sus enmiendas y el Anexo A que se adjuntan (Documentos 1 a 5 listados previamente), en relación con la titularidad de los derechos de PI surge lo siguiente:

El artículo 4.2(a) del acuerdo se refiere y define el "Proyecto PI" y determina que *"Para un Proyecto de Área Líder de Contribuyente Único, la Parte a la cual Pertenece el Herbicida Candidato será titular de toda la PI del Proyecto dirigida a la respectiva Área Líder de Herbicidas Candidatos".* La invención de la presente solicitud se presentó como un *"Proyecto de Área Líder de Contribuyente Único"* (identificado en el Anexo A como "*Proyecto Gnome*" ,para el cual Dupont (ahora FMC) es *"la Parte a la cual Pertenece el Herbicida Candidato".* Como surge del Anexo A, Dupont (ahora FMC) fue la única parte que contribuyó con bienes de "*PI Propios*" al proyecto. Syngenta no aporto ningún bien propio de PI a este proyecto. De acuerdo con lo que se consigna en este documento, Dupont aportó los siguientes documentos como bienes de "*PI Propios*" al proyecto:

1.	**BA9557WOPCT**
2.	BA9567USPSP
3.	BA9577USPSP
4.	BA9581USPSP
5,	BA9582USPSP
6,	BA9585USPSP
7,	BA9586USPSP
8	Propuesta de patente BA9591

9	BA9595USPSP
10	Propuesta de patente BA9596: Rasgos de tolerancia
11	Propuesta de patente BA9597; ARNi herbicida

Entre todos estos documentos, se resalta la solicitud identificada como BA9557WOPCT cuya solicitud equivalente en Colombia es la solicitud 16-147.134 presentada el 02 de diciembre de 2014 (Referencia de Dupont BA9557CO) Esta solicitud de patente colombiana es la fase nacional de la solicitud PCT/US2014/068073 (WO 2015/084796) con prioridad en la solicitud US61/911324.

La solicitud WO 2015/084796 está dirigida a *"Pirrolidinonas como herbicidas"* mientras que la presente solicitud fase nacional de la solicitud internacional publicada como WO 2020/242946 está dirigida a *"Pirrolidinonas sustituidas con pirazol como herbicidas"*. Es decir, ambas solicitudes tienen una estructura base común de pirrolidinona. Tanto es así, que WO 2015/084796 fue citado en la opinión escrita emitida en la presente solicitud como uno de los documentos del arte previo más cercano e incluido en la presente solicitud como antecedente (Ver página 1 de la memoria descriptiva presentada). Todos los compuestos de la presente solicitud derivan de la estructura general revelada en la "*PI Propia*" (BA9557CO-PCT, PCT/US2014/068073 (WO 2015/084796).

Asimismo, los compuestos de ambas solicitudes comparten el mismo Modo de acción (MOA)/Sitio de acción (SOA) (biosíntesis de pirimidina/dihidrooratate dehidrogenasa).

Dicho esto, los compuestos de la presente solicitud necesariamente caen dentro del alcance del Proyecto PI (Proyecto Gnome) bajo el Contrato de Colaboración firmado entre Dupont y Syngenta, donde el único propietario de los derechos de PI es Dupont por haber sido quien aportó la "*PI Propia*" necesaria para llegar a la presente invención.

Habiendo aclarado lo anterior y teniendo en cuenta que como es de público conocimiento, en 2017, Dupont vendió a FMC parte de su negocio de herbicidas como consecuencia de la fusión de Dupont y Dow. Dentro de los activos cedidos por dicha empresa a FMC se encuentra el Contrato de Colaboración mencionado. Se presenta a tal fin un documento de cesión del que surge la adquisición de los derechos y obligaciones de Dupont por parte de FMC, firmado por las partes (Documento 6 listado previamente). En el anexo de dicho documento, se incluyó la solicitud colombiana 16-147.134 (PCT/US2014/068073 | WO 2015/084796) que constituye la "*PI Propia*" utilizada durante el desarrollo del Proyecto Gnome. También se presenta una publicación que surge del sitio de Dupont, donde se anuncia públicamente la venta de activos a FMC (Documento 7 listado previamente).

Finalmente, se presenta una declaración firmada por el inventor empleado de FMC CORPORATION, Thomas Chandler McMachon (Documento 8 listado previamente), en la que declara haber trabajado en la presente solicitud (solicitud No. NC2021/0017706 – PCT/US2020/034232) con los inventores James Alan MORRIS, Sean NG y Sally

Elizabeth RUSSELL, siendo los tres empleados de Syngenta Crop Protection AG en el marco del Proyecto Gnome mencionado.

En conclusión, este Contrato entre DuPont (ahora FMC) y Syngenta demuestra que FMC es el único titular de todos los derechos de propiedad intelectual (PI) relacionados con la invención de la presente solicitud. Por lo tanto no es necesario que los inventores de Syngenta, MORRIS, NG y RUSSELL, identificados en la solicitud cedan sus derechos sobre la presente solicitud a FMC ya que ya había una transferencia legal de los derechos de dichos inventores al único titular de los derechos de Propiedad Industrial, FMC.

Es así como teniendo en cuenta los documentos anteriores y con base en la legislación mencionada, hubo una cesión legal de derechos de los inventores MORRIS, NG y RUSSELL al titular de los Derechos de Propiedad Industrial por virtud de los acuerdos adjuntos a este memorial. De este modo y como ya se indicó, no es necesario contar con los documentos de cesión firmados directamente por cada uno de los inventores, MORRIS, NG y RUSSELL, toda vez que se presume legalmente, que como los derechos de patente pertenecen a FMC CORPORATION como causahabiente del contrato con Dupont sobre el Proyecto Gnome, los derechos de los inventores quedan radicados (cedidos por virtud de la ley) en el mandante titular de la propiedad intelectual correspondiente al proyecto del cual se deriva esta solicitud.

Se solicita atentamente tener en cuenta esta información, así como los documentos presentados y continuar el trámite de la solicitud.

3. Anexos

- Documento de poder conferido por el solicitante FMC CORPORATION.
- Documentos de cesión de los inventores CAMPBELL, STEVENSON y MCMAHON al solicitante.
- Documentos que acreditan la cesión de los inventores MORRIS, NG y RUSSELL:
    - Contrato de Colaboración para compuestos herbicidas firmado entre Syngenta Crop Protection AG (Syngenta) y E. I. du Pont de Nemours and Company (DuPont) (10 de junio de 2015).
    - Anexos A y B del Contrato de Colaboración para compuestos herbicidas (05 de agosto de 2015).
    - Contrato de Colaboración para compuestos herbicidas: Primera Enmienda (12 de agosto de 2015).
    - Contrato de Colaboración para compuestos herbicidas: Segunda Enmienda (01 de noviembre de 2016).
    - Contrato de Colaboración para compuestos herbicidas: Tercera Enmienda (01 de agosto de 2017).
    - Documento de Cesión de Patentes firmado entre E. I. du Pont de Nemours and Company (DuPont) y FMC CORPORATION (FMC).

- Comunicado de prensa del 01 de noviembre de 2017, en el cual DowDuPont™ anunció que se completaron las transacciones de DuPont con FMC CORPORATION.
- Declaración del inventor Thomas Chandler McMachon.

Señora Directora,

Margarita Castellanos Abondano
C.C. No. **39.779.654** de Bogotá
T.P.A. No. **70.819** del C.S.J.
Calle 117 No. 5A-35 - Bogotá, D.C.
Teléfono: 7560770

Bogotá, D.C.
MCA/magm
P5690

COLOMBIA

PODER

El (los) **FMC CORPORATION**

Domiciliado en 2929 Walnut Street Philadelphia, PA 19104, US

Nombran por el presente a **XIMENA CASTELLANOS A. y/o MARGARITA CASTELLANOS A.** abogadas con oficinas en la Calle 117 No. 5A-35, Bogotá-Colombia para obtener la protección de mis (nuestras) patentes de invención y con este fin autorizamos a dichos apoderados para que nos representen ante cualesquiera autoridades o personas de los órdenes administrativo, contencioso -administrativo y judicial en todo lo relacionado con los actos y gestiones de obtención de patentes de invención, su renovación, prórroga, inscripción de traspaso y cambio de nombre o domicilio, cancelación voluntaria y el registro de licencias de uso de esos derechos o la desanotación del registro de licencias de uso sobre esos derechos y la constitución y registro de prenda o garantías sobre dichos derechos.

Pudiendo en todos los actos y gestiones arriba mencionados sustituir éste mandato entre los apoderados, transigir, desistir, recibir, cancelar, renunciar, aceptar notificaciones y nombrar apoderados judiciales y extra-judiciales. .
Finalmente, este poder ratifica la validez de todos los actos y solicitudes que, a nombre de la poderdante hubieren realizado los apoderados en relación con las facultades anteriormente enumeradas, antes de la suscripción del presente poder

Dado y firmado hoy 6 de enero de 2022

en Buenos Aires

por Mariana Bullrich.

POWER OF ATTORNEY

I (we) the undersigned **FMC CORPORATION**

Of 2929 Walnut Street Philadelphia, PA 19104, US

hereby grant(s) Power of Attomey to **XIMENA CASTELLANOS A. and /or MARGARITA CASTELLANOS** a. attomeys residing at Calle 117 No. 5A-35, Bogotá- Colombia, to obtain the protection of my (our) patents of invention, for which purpose we authorize the said attorneys to represent us before any authorities, or persons, specially those, administrative, contentious and judicial, in all matters conceming the obtainment of patents, its renewal, extension, recordal of assignments, change of name or domicile, voluntary cancellation, and the registration of licenses of use of the above rights; or the withdrawal of the registration of license of use over such rights, the constitution and registration of pledges or security interests over these rights.

In all the above matters they may substitute this power of attomey within the appointed attomeys, compromise, cancel, receive, withdraw, renounce, accept notifications and appoint attorneys in fact in or out of court.
Finally, this power of attomey ratifies the validity of all acts and applications made by the representatives in the name of the signatory of this power of attomey, with regard to the faculties above given, before the execution of the present power of attomey.

Given and signed this

in

by

Docket No. 61384

ASSIGNMENT AND POWER OF ATTORNEY

WHEREAS, I/We, **James Alan MORRIS, Travis Chandler MCMAHON, Thomas Martin STEVENSON, Matthew James CAMPBELL, Sean NG, Sally Elizabeth RUSSELL** (hereinafter referred to as "ASSIGNOR(S)" have made certain new and useful inventions entitled **PYRAZOLE-SUBSTITUTED PYRROLIDINONES AS HERBICIDES** as described in the International application number **PCT/US20/34232,** filed on **May 22, 2020** (hereinafter referred to as the "Invention");

WHEREAS, FMC CORPORATION, a corporation organized under the laws of the State of Delaware and having a place of business at 2929 Walnut Street, Philadelphia, Pennsylvania 19104, United States of America (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the full and exclusive right, title and interest in and to said Invention.

NOW, THEREFORE, be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum equivalent of One US Dollar ($1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, I/We do hereby sell, assign, convey, and transfer unto the said ASSIGNEE, its successors and assigns, the whole and entire worldwide right, title and interest in and to the (i) Invention; (ii) any and all U.S. and foreign patent applications disclosing one or more Inventions, including without limitation, provisionals, non-provisionals, PCT applications, original, continuations, divisionals, substitute, continuations-in-part, utility models, designs, and any other related US and foreign applications and equivalents thereof (hereinafter referred to as the "Applications"), along with the right to claim priority to any Applications under any treaty relating thereto; (iii) all U.S. and foreign patents, patents of addition, utility models, patents of importation, renewals, extensions, reissues, reexamination certificates, post-grant review, *inter partes* review, supplemental examination, certificates, revalidation patents and inventor certificates thereof which may be granted throughout the world in respect of the Invention and/or Applications (hereinafter referred to as the "Patents"); and (iv) all rights to pursue any and all post-grant proceedings, including but not limited to oppositions, revocations, reissues, nullity actions, reexaminations and sue for and collect damages resulting from past, present, and future infringement of all granted or to be granted Patents.

AND, ASSIGNOR(S) hereby covenants and agrees to communicate to said ASSIGNEE, its successors and assigns, any facts known to us respecting said Invention, Applications, and/or Patents and testify whenever requested in any patent office or legal proceeding, sign all lawful papers, execute all additional and divisional applications, make all rightful oaths or declarations, and execute or procure any further necessary assurance of the title to said Inventions, Applications, and Patents, and generally do everything possible to aid the said ASSIGNEE, its successors and assigns, to fully exploit, for its own use and benefit and to the full end of the term, the Inventions, Applications, and Patents, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made, and to obtain, maintain, and enforce proper patent protection for said Invention, including the right to sue for and recover profits and damages for any and all infringements thereof whether past or future in any country or jurisdiction whatsoever, without further compensation, but at the expense of said ASSIGNEE, its successors and assigns.

AND, ASSIGNOR(S) hereby authorizes and requests the Official of any country or jurisdiction, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said Invention to said ASSIGNEE, as sole assignee.

AND, ASSIGNOR(S) hereby authorizes and requests ASSIGNEE, and any attorney or agent thereof, to insert the filing date and application number of said application or any other identifying information pertaining to the Invention deemed necessary into this Assignment.

AND, ASSIGNOR(S) hereby irrevocably appoints ASSIGNEE, with full power of substitution, as ASSIGNOR(S)'s true and lawful attorney-in-fact in ASSIGNOR's name, place and stead to make, execute, assign, record and file, on ASSIGNOR(S)'s behalf and for the benefit of ASSIGNEE, such documents confirming ASSIGNEE's ownership and license rights that may be necessary or useful in ASSIGNEE's discretion. This Power of Attorney includes, but is not limited to, applying for, securing, maintaining, reissuing, extending, or defending ASSIGNEE's worldwide rights in the Invention in any country or jurisdiction worldwide, so as to secure to ASSIGNEE the full benefits of the Invention and otherwise to carry into full force and effect the text and the intent of this Assignment. This grant of authority is a special power of attorney coupled with an interest, is irrevocable and shall survive the incapacity of ASSIGNOR(S), may be exercised by any representative of ASSIGNEE on behalf of ASSIGNOR(S) by a facsimile or electronic signature, and shall survive the termination of this Agreement or any other relationship between ASSIGNOR(S) and ASSIGNEE.

AND, ASSIGNOR(S) hereby represents and warrants that he/she/they have full right, power, and authority to (i) assign their entire right, title and interest in the Inventions, Applications, and Patents to ASSIGNEE, and to consummate the assignment contemplated herein; and (ii) enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNOR(S), and no other authorization or proceedings on the part of ASSIGNOR(S) is necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding, and enforceable assignment of the whole and entire right, title and interest in the Inventions, Applications, and Patents.

AND, ASSIGNOR(S) hereby warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN TESTIMONY WHEREOF, I/We hereunto set our hands and seals this

18th Day of January, 2022 City/State/Country: Philadelphia, Pennsylvania USA

ASSIGNEE - FMC Corporation

Printed Full Name: Roberte Makowski

Title: Chief IP Counsel and Assistant Secretary

Signature: Roberte Makowski

IN TESTIMONY WHEREOF, I/We hereunto set our hands and seals this

_____ Day of _____, 2022 City/State/Country: _____

ASSIGNOR(S) - Inventors

Printed Full Name: James Alan MORRIS

Signature: _____

IN WITNESS WHEREOF we sign our names:

Witness 1:

Printed Name: _____

Signature: _____

Witness 2:

Printed Name: _____

Signature: _____

IN TESTIMONY WHEREOF, I/We hereunto set our hands and seals this

18 Day of January, 2022 City/State/Country: Newark, DE USA

ASSIGNOR(S) - Inventors

Printed Full Name: Travis Chandler MCMAHON

Signature: _____

IN WITNESS WHEREOF we sign our names:

Witness 1:

Printed Name: Donna Lintz

Signature: Donna Lintz

Witness 2:

Printed Name: Reed A. Coats

Signature: _____

IN TESTIMONY WHEREOF, I/We hereunto set our hands and seals this

18th Day of January, 2022 City/State/Country: Newark, DE, USA

ASSIGNOR(S) - Inventors

Printed Full Name: Thomas Martin STEVENSON

Signature:

IN WITNESS WHEREOF we sign our names:

Witness 1:

Printed Name: Donna Lintz

Signature: Donna Lintz

Witness 2:

Printed Name: Reed A. Coots

Signature:

IN TESTIMONY WHEREOF, I/We hereunto set our hands and seals this

17th Day of January, 2022 City/State/Country: Flemington, NJ, USA

ASSIGNOR(S) - Inventors

Printed Full Name: Matthew James CAMPBELL

Signature: Matthew James Campbell

IN WITNESS WHEREOF we sign our names:

Witness 1:

Printed Name: Jamie Campbell

Signature:

Witness 2:

Printed Name: Ben Bogiages

Signature:

IN TESTIMONY WHEREOF, I/We hereunto set our hands and seals this

_____ Day of _____, 2022 City/State/Country: _____

ASSIGNOR(S) - Inventors

Printed Full Name: Sean NG

Signature: _____

IN WITNESS WHEREOF we sign our names:

Witness 1:

Printed Name: _____

Signature: _____

Witness 2:

Printed Name: _____

Signature: _____

IN TESTIMONY WHEREOF, I/We hereunto set our hands and seals this

_____ Day of _____, 2022 City/State/Country: _____

ASSIGNOR(S) - Inventors

Printed Full Name: Sally Elizabeth RUSSELL

Signature: _____

IN WITNESS WHEREOF we sign our names:

Witness 1:

Printed Name: _____

Signature: _____

Witness 2:

Printed Name: _____

Signature: _____

TRADUCCIÓN

NÚMERO DE EXPEDIENTE: 61384

CESIÓN Y PODER

CONSIDERANDO

QUE nosotros, **James Alan MORRIS, Travis Chandler MCMAHON, Thomas Martin STEVENSON, Matthew James CAMPBELL, Sean NG, Sally Elizabeth RUSSELL** (en adelante mencionados como los "Cedentes") hemos hecho ciertas invenciones nuevas y útiles tituladas **"PIRROLIDINONAS SUSTITUIDAS CON PIRAZOL COMO HERBICIDAS"** como se describe en la Solicitud Internacional número **PCT/US20/34232**, presentada el **22 de mayo de 2020.**

QUE FMC CORPORATION, una sociedad constituida en virtud de las leyes del Estado de Delaware y con sede social en 2929 Walnut Street, Filadelfia, Pensilvania 19104, Estados Unidos de América (en adelante, "CESIONARIO"), desea adquirir todos los derechos exclusivos sobre dicha invención.

EN ESTE ACTO, Por el pago por parte del CESIONARIO a los CEDENTES de la suma equivalente a un dólar estadounidense ($ 1,00) y por el precio pagado, cuya recepción se reconoce en este acto, cedemos a dicho CESIONARIO, sus sucesores y cesionarios, todos los derechos exclusivos sobre

(i) la Invención;

(ii) todas y cada una de las solicitudes de patentes estadounidenses y extranjeras que divulguen una o más

invenciones, incluidas, entre otras, solicitudes provisionales, no provisionales, PCT, originales, continuaciones, divisionales, sustituciones, continuaciones parciales, modelos de utilidad, diseños y cualquier otra solicitud estadounidense y extranjera relacionada y sus equivalentes (en adelante, las "Solicitudes"), junto con el derecho a reclamar la prioridad de cualquier Solicitud en virtud de un tratado relacionado con el mismo; (iii) todas las patentes estadounidenses y extranjeras, patentes de adición, modelos de utilidad, patentes de importación, renovaciones, prórrogas, reemisiones, certificados de nuevo examen, revisión posterior a la concesión, revisión inter partes, examen complementario, certificados, patentes de revalidación y certificados de inventor de las mismas que puedan ser concedidas en todo el mundo con respecto a la Invención y/o las Solicitudes (en adelante, las "Patentes"); y (iv) todos los derechos para iniciar todos y cada uno de los procedimientos posteriores a la concesión, incluidos, entre otros, oposiciones, revocaciones, reemisiones, acciones de nulidad, nuevos exámenes y demandar y cobrar indemnizaciones por daños y perjuicios que resulten de infracciones pasadas, presentes y futuras de todas las Patentes concedidas o a ser concedidas.

Y los Cedentes por la presente acordamos comunicar a dicho CESIONARIO, sus sucesores y cesionarios, todo hecho

conocido por nosotros con respecto a dicha invención, solicitud o patentes y declarar cuando se solicite en una oficina de patentes o procedimiento legal, firmar todos los documentos legales, otorgar todos los documentos adicionales y solicitudes divisionales, hacer todos los juramentos o declaraciones que correspondan, y otorgar o procurar otras garantías necesarias del título de dicha invención, solicitud y patente, y en general hacer todo lo posible para explotar plenamente, para su propio uso y beneficio y hasta el final del plazo, las Invenciones, Solicitudes y Patentes, tan plenamente como si las mismas hubieran estado en poder del/los CEDENTE(S) si la presente cesión y venta no se hubieran celebrado, y para obtener, mantener, y hacer cumplir la protección de una patente adecuada para dicha Invención, incluido el derecho a demandar y recuperar ganancias y daños y perjuicios por todas las Infracciones de las mismas, ya sean pasadas o futuras, en cualquier país o jurisdicción, sin compensación adicional, pero a expensas de dicho Cesionario, sus sucesores y cesionarios.

Y los Cedentes, autorizamos y solicitamos al Funcionario de cualquier país o jurisdicción, cuya función sea conceder patentes para las solicitudes antes mencionadas, a conceder todas las eventuales Patentes de Invención para dicha invención a dicho CESIONARIO, como único cesionario.

Y los Cedentes autorizamos y solicitamos al CESIONARIO, y a su abogado o agente, que inserte la fecha de presentación y el número de solicitud de dicha solicitud o cualquier otra información de identificación relacionada con la Invención que se considere necesaria en esta Cesión.

Y, los CEDENTES por la presente designa irrevocablemente al CESIONARIO, con pleno poder de sustitución, como apoderado legítimo de los CEDENTES para efectuar, celebrar, ceder, registrar y presentar, en nombre de los Cedentes y en beneficio del CESIONARIO, los documentos que confirmen la propiedad del CESIONARIO y los derechos de licencia que pueden ser necesarios o útiles a discreción del CESIONARIO. El presente Poder incluye, entre otros, solicitar, asegurar, mantener, volver a emitir, ampliar o defender los derechos mundiales del CESIONARIO sobre la Invención en cualquier país o jurisdicción del mundo, a fin de garantizar al CESIONARIO todos los beneficios de la Invención y para que entre en vigor el texto y la intención de esta Cesión. El presente es un poder especial asociado con un interés, es irrevocable y continuará vigente luego de la incapacidad de los Cedentes, que podrá ser ejercido por un representante del CESIONARIO en nombre de los CEDENTES mediante una firma facsímil o electrónica, y continuará vigente después de la extinción de este contrato o cualquier otra relación entre los CEDENTES y el

CESIONARIO.

Y, EL/LOS CEDENTE(S) declara(n) y garantiza(n) que tiene(n) las facultades para (i) ceder todos sus derechos sobre las Invenciones, Solicitudes y Patentes al CESIONARIO, y celebrar la cesión aquí contemplada; y (ii) celebrar esta Cesión, cuya celebración han sido debidamente autorizada mediante todas las acciones necesarias por parte del/los CEDENTE(S), y no es necesaria ninguna otra autorización o procedimiento por parte del/los CEDENTE(S) para autorizar esta Cesión.

Esta Cesión ha sido debidamente otorgada y constituye una cesión válida, vinculante y exigible de todos los derechos sobre las Invenciones, Solicitudes y Patentes.

Y, EL/LOS CEDENTE(S) por la presente garantiza(n) que no ha(n) celebrado ni celebrará(n) cesión, venta, contrato o gravamen alguno que pudiera entrar en conflicto con la presente Cesión.

En fe de lo cual firmo y estampo mi sello el 18 de enero de 2022. Ciudad/Estado/País: Filadelfia. Pennsylvania, EE.UU.

CESIONARIA – FMC CORPORATION

Nombre completo: Roberte Makowski

Cargo: jefe de abogados de PI y Secretario Adjunto

Firma: [firmad, ilegible]

[Adjunto]

En fe de lo cual firmo y estampo mi sello el [en blanco].

Ciudad/Estado/País: [en blanco].

CEDENTE(S) – Inventores

Nombre completo: **James Alan MORRIS**

Firma: [en blanco].

Testigo 1:

Nombre: [en blanco].

Firma: [en blanco].

Testigo 2:

Nombre: [en blanco].

Firma: [en blanco].

[Adjunto]

En fe de lo cual firmo y estampo mi sello el 18 de enero de 2022. Ciudad/Estado/País: Newark, DE, EE.UU.

CEDENTE(S) – Inventores

Nombre completo: **Travis Chandler MCMAHON**

Firma: [firmado, ilegible]

En fe de lo cual, firmamos a continuación:

Testigo 1:

Nombre: Donna Lintz

Firma: [firmado, ilegible]

Testigo 2:

Nombre: Reed A. Coats

Firma: [firmado, ilegible]

[Adjunto]

En fe de lo cual firmo y estampo mi sello el 18 de enero de

2022. Ciudad/Estado/País: Newark, DE, EE.UU.

CEDENTE(S) – Inventores

Nombre completo: **Thomas Martin STEVENSON**

Firma: [firmado, ilegible]

En fe de lo cual, firmamos a continuación:

Testigo 1:

Nombre: Donna Lintz

Firma: [firmado, ilegible]

Testigo 2:

Nombre: Reed A. Coats

Firma: [firmado, ilegible]

[Adjunto]

En fe de lo cual firmo y estampo mi sello el 17 de enero de 2022. Ciudad/Estado/País: Flemington, NJ, EE.UU.

CEDENTE(S) – Inventores

Nombre completo: **Matthew James CAMPBELL**

Firma: [firmado, ilegible]

En fe de lo cual, firmamos a continuación:

Testigo 1:

Nombre: Jamie Campbell

Firma: [firmado, ilegible]

Testigo 2:

Nombre: Ben Bogiages

Firma: [firmado, ilegible]

[Adjunto]

En fe de lo cual firmo y estampo mi sello el [en blanco].

Ciudad/Estado/País: [en blanco].

CEDENTE(S) – Inventores

Nombre completo: **Sean NG**

Firma: [en blanco].

Testigo 1:

Nombre: [en blanco].

Firma: [en blanco].

Testigo 2:

Nombre: [en blanco].

Firma: [en blanco].

[Adjunto]

En fe de lo cual firmo y estampo mi sello el [en blanco].

Ciudad/Estado/País: [en blanco].

CEDENTE(S) – Inventores

Nombre completo: **Sally Elizabeth RUSSELL**

Firma: [en blanco].

Testigo 1:

Nombre: [en blanco].

Firma: [en blanco].

Testigo 2:

Nombre: [en blanco].

Firma: [en blanco].

Collaboration Agreement for Herbicide Compounds

This Collaboration Agreement for Herbicide Compounds ("**Agreement**"), is effective as of June 10th, 2015 (the "**Effective Date**"), and is made by and between **Syngenta Crop Protection AG**, a corporation organized and existing under the laws of Switzerland, with its principal place of business at Schwarzwaldallee 215, CH-4058 Basel, Switzerland ("Syngenta") and **E. I. du Pont de Nemours and Company**, a corporation organized under the laws of the State of Delaware, with a place of business at Chestnut Run Plaza Building 720, 974 Centre Road, Wilmington, DE 19805, through its Crop Protection business ("**DuPont**").

WHEREAS, Syngenta and DuPont each develop, manufacture and sell herbicides, and are in the process of early stage evaluation and pre-development of substances that may be effective as herbicides in the future ("Candidate Herbicides");

WHEREAS, Syngenta and DuPont both acknowledge the substantial investment and risk associated with the early stage evaluation and pre-development of new Candidate Herbicides, and both acknowledge that the cooperation contemplated in this Agreement may substantially increase the potential effectiveness of their evaluation and pre-development activities, and enable the Parties to more quickly and efficiently research and develop new Candidate Herbicides, share or lower the risk associated with, investments in such evaluation and pre-development, and potentially bring more herbicide products to the market;

WHEREAS, Syngenta and DuPont entered into Material Transfer Agreements dated August 7, 2014 and September 24, 2014, respectively and as amended, pursuant to which each Party sampled the other Party with experimental herbicides (collectively the "MTAs") and the Parties would like to work together more closely in lead areas represented by one or more of the candidates pursuant to this Agreement;

WHEREAS, Syngenta and DuPont desire to enter into an arrangement in which Syngenta and DuPont will work together to pre-develop and assess certain herbicide candidates in furtherance of the Purpose (all capitalized terms are defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms herein:

a) "Affiliate" means a corporation or other business entity (e.g., firm, Limited Liability Company, partnership, or joint venture) that (a) directly or indirectly controls or is controlled by a Party to this Agreement, or (b) is under common control with a Party to this Agreement. For the purpose of this definition, "control" means ownership, directly or indirectly, of (i) greater than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, or (ii) greater than fifty percent (50%) or more of an equity interest in the business entity.

b) "Agreement" shall have the meaning given above.

c) "Alternative Herbicide" any compound made by either Party in carrying out the work pursuant to a Project having both a different MOA and a different Chemotype as a Candidate Herbicide.

d) "Background IP" means any Technical Information (including samples) which is provided by one Party to another Party under this Agreement which constitutes:

i. Technical Information (including samples) conceived and reduced to practice as of a Project Initiation Date in carrying out a Project;

ii. Technical Information (including samples) (A) which is not Project IP, and (B) which is disclosed or shared by one Party with the other Party on a Project after the respective Project Initiation Date;

iii. Technical Information (including samples) concerning Chemotype Herbicide or Alternative Herbicide which the Steering Team decides not to evaluate under a Project which is provided by one Party to another Party under this Agreement; and

iv. Technical Information (including samples) concerning a Non-Herbicide Pesticide Chemical which is provided by one Party to another Party under this Agreement.

For the avoidance of doubt, Background IP does not include any Project IP.

The Parties shall list Patents and patent proposals that have not yet been filed that are relevant to a Project as Background IP in the initial Schedule covering a Project and shall promptly notify the other Party of Patents that are filed based on the patent proposals upon their filing.

e) "Candidate Herbicide" means an initial herbicide discovered by a Party and which the Parties agree in writing should be evaluated further under a Project to be carried out pursuant to this Agreement.

f) "Candidate Herbicide Lead Area" means the herbicide lead area including any herbicide which meets any of the following criteria:

1) any Candidate Herbicide,

2) any MOA Herbicide,

3) any Chemotype Herbicide which the Steering Team agrees in writing (including Steering Team meeting minutes) shall be considered a herbicide for evaluation under the applicable Project, or

4) any Alternative Herbicide which the Steering Team agrees in writing (including Steering Team meeting minutes) shall be considered a herbicide for evaluation under the applicable Project.

The Parties shall agree in writing at the beginning of a Project as to the Mode of Action ("MOA"), including an assay for measuring MOA. The MOA agreed to in writing at the beginning of a Project can only be changed by an amendment to the Schedule defining the Project.

g) "Candidate Herbicide Party" means a Party that first provided a Candidate Herbicide to the other Party under the MTAs, and in the event that both Parties contribute a Candidate Herbicide with the same MOA, then the Candidate Herbicide Party shall be the Project IP owner as determined in accordance with Section 4.2.

h) "Chemotype" means one or more chemicals with a common and distinct chemical structural motif required for the expression of biological activity.

i) "Chemotype Herbicide" means any herbicide compounds made by either Party during the term of the Agreement having the Same Chemotype as a Candidate Herbicide, but not the same MOA.

j) "Chemotype Non-Herbicide Pesticide Chemical" means any Non-Herbicide Pesticide Chemical made by either Party during the term of the Agreement having the Same Chemotype as a Candidate Herbicide, but not the same MOA.

k) "Confidential Information" means, without limitation, any and all (a) data, know-how, formulas, documents, specifications, reports, studies, findings, material safety data sheets, inventions and ideas, which is either (i) developed as a result of a Project (including Project IP) or (ii) disclosed by one party to another party under this Agreement (including Background IP) and (b) samples (i) developed as a result of a Project (including Project IP) or (ii) supplied by a Party to the another Party under this Agreement (including Background IP), and any and all business information relating thereto (collectively these items shall be referred to as "Information" in the remainder of this definition).

Confidential Information shall include:

A. Information disclosed by a Party to the other Party (i) in tangible form marked "Proprietary" or "Confidential", or (ii) if disclosed orally or visually is by its nature confidential and/or proprietary; and

B. Information developed as part of a Project or otherwise for which a Party is deemed a Receiving Party under this Agreement.

"Confidential Information" shall not include Information which:

1) at the time of disclosure, is public information generally known on a non-confidential basis; or

2) after receipt or development hereunder becomes public information generally known on a non-confidential basis through no breach by the Receiving Party of this Agreement or another agreement between the Parties, but the obligations of the Receiving Party under this Agreement shall cease only after the date on which such information has become available to the public; or

3) the Receiving Party can demonstrate through tangible evidence was in its possession before receipt or development under this Agreement; or

4) is or was independently developed by Recipient through no use of the Disclosing Party's Confidential Information (including samples) for which the Party is a Receiving Party under this Agreement; or

5) is disclosed to the Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.

Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is (i) specific and merely embraced by more general information in the public domain or the Receiving Party's possession or (ii) a combination which can be pieced together to reconstruct the Confidential Information from multiple sources, none of which shows the whole combination, its principle of operation and method of use.

l) "Decision Date" shall have the meaning given in Section 5.3.

m) "Definitive Agreement" shall have the meaning given in Section 5.3.

n) "Disclosing Party" means:

i. With respect to Background IP, the party contributing the Background IP to a Project. For the avoidance of doubt, this shall be the Party owning any Background IP developed under either of the MTAs.

ii. With respect to any Technical Information conceived or reduced to practice under a Project, both Parties.

iii. With respect to any information developed concerning a Candidate Herbicide Lead Area after the respective Project Initiation Date, both Parties.

iv. With respect to any Chemotype Herbicide or Alternative Herbicide which the Steering Team decides shall not become part of a Candidate Herbicide Lead Area, the Party that discloses Technical Information concerning the same to the other Party under this Agreement.

v. A Party that discloses a Non-Herbicide Pesticide Chemical to the other Party under this Agreement.

o) "Dual Contributor Lead Area Project" means a Project where the Candidate Herbicide Lead Area is based on Candidate Herbicides from both Parties, such that for purposes of this Agreement as of the Effective Date, Project B is based on Candidate Herbicides from both Parties as DuPont submitted Compound 5 under the MTA Dated August 7, 2014 and Syngenta submitted Compound 3 under the MTA Dated September 24, 2014.

p) "DuPont" shall have the meaning given above.

q) "Effective Date" shall have the meaning given above.

r) "FRR Party" shall have the meaning provided in Section 6.1.

s) "FRR Pesticide" shall have the meaning provided in Section 6.1.

t) "Mode of Action" or "MOA" for each Herbicide Lead Area and corresponding Non-Herbicide Pesticide Chemicals shall mean mode of action as determined by a specified assay and protocol agreed to in writing by the Parties.

u) "MOA Herbicide" means any herbicides made by either Party during the term of this Agreement having the same MOA as a Candidate Herbicide, regardless of whether it has the Same Chemotype as the Candidate Herbicide.

v) "MOA Non-Herbicide Pesticide Chemical" means any Non-Herbicide Pesticide Chemical made by either Party during the term of this Agreement having the same MOA in the non-herbicide target species as a Candidate Herbicide, regardless of whether it has the Same Chemotype as the Candidate Herbicide. However, if as of a Project Initiation

Date a Party has an active chemistry program within the previous twelve (12) months prior to the Project Initiation Date to work on Non-Herbicide Pesticide Chemical(s) having the same MOA and independently of a Project or compounds developed under a Project it develops a Non-Herbicide Pesticide Chemical(s) not having the Same Chemotype as the Candidate Herbicide, that Non-Herbicide Pesticide Chemical(s) shall not be considered a MOA Non-Herbicide Pesticide Chemical and shall be considered specifically excluded from this Agreement. If a Non-Herbicide Pesticide Chemical is included in a Project according to this Agreement, the terms of the Agreement referring to Projects directed to herbicides shall be understood to *mutatis mutandis* apply to that Non-Herbicide Pesticide Chemical and the corresponding lead area, and the Parties shall proceed under the Agreement as such.

w) "MTA Dated August 7, 2014" means the Material Transfer Agreements entered by the Parties dated August 7, 2014 (as amended).

x) "MTA Dated September 24, 2014" means the Material Transfer Agreements entered by the Parties dated September 24, 2014 (as amended).

y) "Net Selling Price" means the gross sales price for a product in its first commercial sale to a non-Affiliate, and any published discounts and commissions actually paid to distributors that are included in gross sales price. For purposes of the Net Selling Price, the Parties agree that no deduction from the gross sales price shall be made for any item of cost incurred by licensee in its own operations incident to the manufacture, sale or shipment of the product. The Net Selling Price of any quantity of product used by licensee shall be the Net Selling Price of product to unrelated third party(ies) realized in the same territory at the time of such use. Products will be considered sold when an invoice is sent. A "sale" shall include any transfer or other disposition for consideration, and Net Selling Price shall include the fair market value of all consideration received by the licensee or its Affiliates in respect of any sale of a product, whether such consideration is in cash payment, in kind or in any other form. For mixtures and co-packs the Net Selling Price shall be the average selling price for stand-alone products sold during the calendar period during which the royalty accrued. Licensee may deduct the (a) amount of a credit or refund provided with respect to off-specification product and (b) returned products for which a credit has been given. The Parties agree that this definition of Net Selling Price is inserted for use in interpreting the bounds of the royalty rate specified in Section 5.7(d) of this Agreement and that is not intended to be the definition that must be used in a later entered agreement, so long as the valuation is within those boundaries or is otherwise agreed to in writing by the Parties.

z) "Non-Herbicide Pesticide Chemical" means pesticide chemicals (synthetic or natural) containing an active ingredient or the active ingredient therein (including fungicides, insecticides, nematicides, plant growth regulators, defoliants, seed treatments and ripening technology for use in production agriculture), but not a chemical which is a Candidate Herbicide, MOA Herbicide, Chemotype Herbicide or Alternative Herbicide.

aa) "Parties" means Syngenta and DuPont; "Party" means one of the "Parties".

bb) "Patents" means any patents or patent applications including, but not limited to, provisional, utility, divisional, continuation, continuation-in-part, and design patent applications, any continuing or divisional application thereof, any patent granted on any

aforesaid patent application, and any extension, revival, reissue, reexamination and foreign patents and patent applications that rely on aforesaid patents and patent applications in whole or in part for an effective priority date.

cc) "Patent Challenge" means any direct or indirect (including by supporting an action brought by another Person) challenge to the validity, patentability, enforceability, non-infringement or ownership of any Candidate Herbicide Lead Area Patent, including any such (i) court challenge (including any such declaratory judgment action), or (ii) activity or proceeding before a patent office or other governmental entity or registrar, including any reissue, reexamination, pre-grant review, post-grant review, opposition or similar proceeding.

dd) "Project" means a research and pre-development project to study and develop herbicides within a Candidate Herbicide Lead Area carried out pursuant to the term of this Agreement, where such Projects are identified in Schedules to this Agreement, the first two of which shall be described in Schedules A and B, which will be executed at the time of this Agreement or shortly thereafter, and where such additional projects may be added by mutual Agreement of the Parties through amendment of this Agreement to include a schedule describing the Project.

ee) "Project Initiation Date" means the Effective Date for the Projects identified in Schedules A and B of this Agreement, and the date that the parties sign an amendment to this Agreement starting any new Project.

ff) "Project IP" means any Technical Information (including samples) (i) conceived or reduced to practice on work pertaining to a Project after the Project Initiation Date of the Project or (ii) otherwise pertaining to a Candidate Herbicide Lead Area conceived or reduced to practice after the respective Project Initiation Date for the Candidate Herbicide Lead Area.

gg) "Project Team" means a team as described in Section 2.6.

hh) "Purpose" means to evaluate and further optimize herbicides selected for collaboration projects under this Agreement with the goal of advancing herbicides within Candidate Herbicide Lead Areas to the point where the Parties can evaluate their suitability for commercialization under an agreement of the type described in Article 5, and shall be expanded to cover the subject matter if a Project directed to a Non-Herbicide Pesticide Chemical is approved by the Steering Team with respect to candidates within the corresponding lead area for that type of pesticide .

ii) "Receiving Party" means:

i. With respect to Background IP, the Party not contributing that Background IP to a Project.

ii. With respect to any Technical Information conceived or reduced to practice under a Project, both Parties.

iii. With respect to any information developed concerning a Candidate Herbicide Lead Area after the respective Project Initiation Date, both Parties.

iv. With respect any Chemotype Herbicide or Alternative Herbicide which the Steering Team decides shall not become part of a Candidate Herbicide Lead Area,

the Party that receives Technical Information concerning the same from the other Party under this Agreement.

v. A Party that receives Technical Information concerning a Non-Herbicide Pesticide Chemical from the other Party under this Agreement.

jj) "Same Chemotype" means a compound within one of the claims one of the Background IP PCT patent applications, as filed, for the respective Project. Compounds which are converted by physical, chemical or biochemical processes into the Same Chemotype prior to, during or after application (e.g. procides), will also be considered to be of the Same Chemotype.

kk) "Single Contributor Lead Area Project" means a Project where the Candidate Herbicide Lead Area is based on one or more Candidate Herbicides from only one Party (i.e., is not a Dual Contributor Lead Area Project).

ll) "Steering Team" means a team as described in Section 2.4.

mm) "Syngenta" shall have the meaning given above.

nn) "Technical Information" means know-how, trade secrets, conceptions, ideas, innovations, discoveries, inventions, processes, materials, structures, enzymes, proteins, genes, machines, formulae, equipment, enhancements, modifications, data, samples, documentation, methods, techniques, systems, designs, production systems and plans, programs and information, experience and other proprietary knowledge, whether or not patentable, copyrightable, or susceptible to any other form of legal protection, and other information that is disclosed to one Party by the other Party pursuant to this Agreement.

oo) "Term" of this Agreement is defined in Article 7 of this Agreement.

pp) "Umbrella Lead" means an employee of one of the Parties as described in Section 2.5.

qq) "Valuation Process Procedure" shall have the meaning given in Section 5.7.

1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. Reference in this Agreement to any time shall be to Wilmington, DE time unless otherwise expressly provided herein. The word "or" shall apply to both the alternative and conjunctive, depending on the context.

ARTICLE 2 – RESEARCH AND PRE-DEVELOPMENT PHASE

2.1 Projects and Costs. Syngenta and DuPont shall use reasonable efforts and co-operate in conducting Projects in order to achieve the Purpose, in accordance with the responsibilities and obligations as set forth in this Agreement, including all attachments.

Each Party, at its own expense (unless otherwise agreed in writing by the Steering Team), shall use reasonable efforts to carry out research and pre-development activities and complete any specific part of the Projects assigned to it by mutual agreement of the teams as further described below. The Parties will coordinate work in a manner reasonably agreed to achieve a balance of costs and contributions.

2.2 Project Scope. It is understood by each Party that the work carried out pursuant to the Projects is aimed at early stage research and pre-development, including appropriate trials prior to a commercialization decision of an herbicide(s) within a Candidate Herbicide Lead Area and that a further agreement will be required to continue with any commercial collaboration as described further in Article 5.

2.3 Collaboration Organization and Management. In order to properly coordinate the Parties' activities under this Agreement, Syngenta and DuPont shall form a Steering Team to manage the overall relationship established pursuant to this Agreement and Project Teams to manage individual Projects. In addition, each Party shall initially designate one person as an Umbrella Lead as described below.

2.4 The Steering Team

(a) The Steering Team will coordinate the Parties' activities under this Agreement, selecting projects that will be carried out and whether to continue them, reviewing the work carried out by the Project teams, and setting strategies, approve Project strategies, approve Project charters, and guide the overall effort.

(b) The Steering Team will coordinate work by Syngenta and DuPont on the activities involved in the Projects in a stage-gated process by setting goals, exchanging information, discussing progress, and establishing timetables for the accomplishment of specific objectives or milestones, which the Parties will set forth in meeting minutes.

(c) The Steering Team shall all be responsible for considering and facilitating resolution of any concerns or disputes raised to the Steering Team by a Project Team or Umbrella Lead.

(d) Unless otherwise agreed in writing, the Steering Team shall meet at least quarterly (in person or via teleconference). The Parties agree that written minutes of each meeting of the Steering Team will be prepared by one of the members, as designated at the meeting, and will be promptly circulated to the other Steering Team members for approval, and a final version of the Steering Team meeting minutes shall be shared for each Party to keep in its records.

(e) Steering Team membership shall consist of a Steering Team Leader for each Party and three other members representing each of the Parties. Initially the Steering Team members shall be the people listed on Exhibit A. Each Party may replace its Steering Team members by providing advanced written notice to the other Party.

(f) Decisions of the Steering Team shall be made by agreement of the Parties, each Party having one (1) vote. The Steering Team Leader for each Party (or his or her designate) shall be the person authorized to cast a vote concerning decisions. Decisions shall be recorded in meeting minutes, or otherwise confirmed in writing, and such minutes or other writings must be approved in writing by each Party.

(g) The Steering Team Leaders shall coordinate all exchanges of information concerning the overall direction of the Projects, and at a minimum shall be copied on all Steering Team and Project Teams meeting minutes and decisions exchanged pursuant to this Agreement.

2.5 Umbrella Lead.

(a) Initially each Party shall designate one person as an "Umbrella Lead" who shall have the following responsibilities:

i. Oversee and review the work of the Project Teams;

ii. Coordinate communications between the Parties' activities under this Agreement;

iii. Align "ways of working" ("WoW");

iv. Provide advice to and report progress to the Steering Team;

v. Consider and facilitate resolution of any concerns or disputes raised by a Project Team;

vi. Make determinations concerning whether compounds are of (A) the same or different MoA or (B) the Same Chemotype (which determination(s) shall be elevated to the Steering Team if the Umbrella Leads are not able to reach agreement); and

vii. Escalate any matters to the Steering Team that cannot be resolved by the Umbrella Leads and Project Teams, or that the Umbrella Leads believe requires guidance from the Steering Teams.

(b) The Steering Team may review the need for continuing the Umbrella Lead role at its discretion and, if both Parties agree, the roles and responsibilities of the Umbrella Leads can be reassigned to Project Team Leaders for each Project.

(c) Initially the Umbrella Leads shall be Jon Dallimore for Syngenta and James Lan for DuPont. Each Party may replace its Umbrella Lead by providing advanced written notice to the other Party.

2.6 Project Teams.

(a) Project Teams will manage individual Projects; provided, however, if agreed in writing by each Party, one (1) Project Team may manage one or more Project.

(b) For each Project, the responsible Project Team shall be responsible for day-to-day management of the Project, developing the Project strategy and managing the work to be performed under a project scope statement.

(c) The respective Project Teams shall coordinate work by Syngenta and DuPont on the activities involved in a Project in a stage-gated process by setting goals, assigning work, exchanging information, discussing progress, determining schedules for future activity, and establishing timetables for the accomplishment of specific objectives or milestones, which the Parties will set forth in meeting minutes.

(d) The Parties will coordinate work through the Project Team in a manner reasonably agreed to achieve efficiency and promptness of preparation, as well as balancing of

costs and contributions. While it is understood that initially one Party will be bringing samples of an herbicide to a Project, it is understood that the Parties may make analogs, prepare formulations and prepare mixtures. As agreed through the Project Teams, each Party may share research quantities of samples reasonably required by the Project Plan and as agreed with the other Party.

(e) Upon formation, each Project Team shall promptly prepare a written Project charter with jointly agreed initial goals and milestones for review and approval of the Steering Team, and periodically update the Project charter to reflect changes in goals and milestones, and share the updated Project charter with the Steering Team for review and approval.

(f) Project Teams will escalate issues requiring a decision to the Umbrella Leads or Steering Team.

(g) Each Project Team shall conduct periodic meetings, preferably monthly, in person or via teleconference, to review and formally document progress, reaffirm or redefine technical objectives, and modify planned work and set short-term milestones. The Parties agree that written minutes of each meeting of the Project Team will be prepared by one of the members, as designated at the meeting, and will be promptly circulated to the other Project Team members for their approval, and a final version of the Project Team meeting minutes shall be shared for each Party to keep in its records.

(h) For each Project, the Parties shall keep each other informed of relevant results of their respective work according to the Project that they believe to be of assistance in conducting the Project. Each Project Team will summarize results of any work conducted during any Project in one or more written reports by the Project Teams, and responsibility for preparing such reports, and other documents arising out of activities related to any Project, will be allocated by the Team Leaders in a manner reasonably calculated to achieve efficiency and promptness of preparation. Final and interim reports and documents will be prepared and distributed as agreed by the Parties.

(i) For each Project, the Umbrella Lead shall have the following responsibilities:

A. Jointly lead the collaborative planning and implementation of the Project to meet goals of each Party as set forth by the Steering Team.

B. Work with each other and Project Team members to plan for, and participate in, Project reviews.

C. Design and own an integrated communication plan to ensure appropriate sharing of information across functions and companies.

D. Ensure preparation and review of written minutes of each meeting of the Project Team (which will be prepared by one of the members, as designated at the meeting, and will be promptly circulated to the other Project Team members for their approval) and share the final approved version with the Steering Team members.

E. Bring Syngenta or DuPont functional experts to the Project Team or Steering Team as needed.

F. Raise decisions requiring the agreement of the Steering Team and any disputes that cannot be resolved by the Project Team or Umbrella Leads to the Steering Team.

G. When responsible for running a meeting, publish an agenda for review and comment by the other members of the Project Team reasonably in advance of each meeting.

H. Jointly report the progress of the project to the Steering Team at least quarterly.

If the Parties agree to replace the Umbrella Leads with Project Team Leaders for each Project, then the Project Team Leaders for each Project shall be responsible for items A-H directly above.

2.7 General Terms Concerning Collaboration Organization and Management.

(a) Each Party shall retain exclusive control over its own activities under this Agreement and shall not be subject to the control of the other Party in any way, notwithstanding any other provision under this Agreement.

(b) Each Party shall bear the costs and expenses for its own members in any Steering Team or Project Team to attend the meetings, including for travel, lodging and food.

(c) Each Party will maintain complete and accurate written records of (a) all work undertaken for any part of the Project, and the results thereof, and (b) all determinations made by, and other actions taken by, the Steering Team and Project Teams.

(d) Neither Party shall be required to share information concerning how it gathers data using its proprietary methods.

(e) Each Party will use its own internal and existing governance structures and processes.

(f) A Party may replace a Leader, Umbrella Leader, Project Team member or Project Team Leader or member upon written notification to the other Party.

ARTICLE 3 – CONFIDENTIALITY

3.1 Syngenta and DuPont each agree not to disclose to others, either directly or indirectly, until at least five (5) years from the Effective Date of this Agreement, the terms and conditions of this Agreement, except as expressly agreed by the Steering Team

3.2 Except as specified elsewhere in this Agreement, for a period of twenty (20) years from the Effective Date, a Receiving Party agrees to:

(a) Not use the Confidential Information for any purpose other than the Purpose,

(b) Not disclose or furnish to any third party not authorized by the Disclosing Party any information or material embodying or made by use of any such Confidential Information,

(c) Not publish any Confidential Information unless approved in writing in accordance with the provisions of this Agreement;

(d) Protect and treat Confidential Information in the same manner and with at least the same degree of care which it uses to protect its own information of a similar nature, but no less than a reasonable duty of care; and

(e) Inform its personnel of its confidentiality obligations under this Agreement, and, subject to Section 3.3, shall only make available such Confidential Information to its personnel on a need-to-know basis or as required by internal governance and data storage processes.

3.3 Permitted Disclosures and Uses. Notwithstanding the provisions of Section 3.1 and 3.2:

(a) Subject to Articles 4-6, each Party may store structures, biological testing data, physical chemistry data, environmental safety data, human safety data, biochemistry, target site, resistance, kinetics, modeling and protein crystal structures, environmental and biological fate data, process chemistry, and formulations, in its technical databases and use that information in developing pesticides other than herbicides.

(b) A Party shall be permitted to include information as to which it undertakes confidentiality obligations under this Agreement in patent applications filed in accordance with the terms of this Agreement or in related patent prosecution documents, including information disclosure statements, office action responses, appeal briefs, declarations, interference papers, to the extent reasonably believed required by patent counsel for the filing Party in connection with any such application or documents.

(c) A Party can disclose information if it is compelled to disclose such information by judicial or administrative process or, based on the advice of legal counsel, by other requirements of applicable law, provided that (i) the information shall be indicated as "CONFIDENTIAL" belonging to the other Party or the Parties, as applicable, or using any other applicable protective legends, and (ii) to the extent reasonably possible under the circumstances, the owning or co-owning Party (at its expense) shall be provided with an opportunity to contest such disclosure and/or obtain a protective order or other similar protection. The other Party (at its expense) shall provide such reasonable assistance as requested by the Party in support of such efforts.

(d) A Party may disclose and provide Confidential Information to any third party that the Party used to conduct contract research and development activities, or field trials, so long as the third party undertakes confidentiality obligations agrees in writing to observe the same secrecy obligations as the Party assumes hereunder (provided that such obligation only needs to be for a period of at least five (5) years for field trials). The Parties agree that samples are not to be shared with third parties other than for the purpose of carrying out a Project.

3.4 Publications. The Parties agree that publications shall be handled as follows:

(a) All proposed publications containing Confidential Information must be submitted for the other Party's review unless in the opinion of the Party's patent counsel, the Party has the right to disclose the Confidential Information without restriction under this Agreement.

(b) If the reviewing Party gives no written notice of a reasonable objection within fifteen (15) business days of receiving a delivery receipt from the other Party, then the submitting Party may publish without restriction.

(c) A Party may conditionally approve a proposed publication subject to editorial changes to remove reference to that Party's Confidential Information.

ARTICLE 4 – OWNERSHIP OF IP & FILING OF PATENTS

4.1 Background IP. Each Party shall retain sole and exclusive ownership of all right, title and interest in, or such other rights as it has to its Background IP.

4.2 Project IP. The following provisions shall apply to Project IP:

(a) For a Single Contributor Lead Area Project, the Candidate Herbicide Party shall own all Project IP directed to the respective Candidate Herbicide Lead Area. For a Dual Contributor Lead Area Project, the Parties agree that the Steering Team shall determine who should be the Project IP owner at the onset of the Project.

(b) The Parties will coordinate filings of Project IP Patents through the Umbrella Leads. However, the owner of Project IP shall have sole discretion with respect to that Project IP, including the sole and exclusive right to file, prosecute and maintain any patent application and/or patent owned directed thereto, and shall pay all expenses associated therewith. Costs associated with the preparation, filing, prosecution, issuance and maintenance of patents and patent applications which claim such inventions shall be borne by the Party owning the invention, unless agreed otherwise.

(c) The Parties shall cooperate with each other including executing any documents necessary for the filing, prosecution, issuance and maintenance of patent applications and patents. Each non-owning Party shall render reasonably requested technical support to enable the party owning Project IP to prosecute, own, maintain and enforce patents directed to such inventions. The Umbrella Leads shall help coordinate efforts concerning protecting Project IP and shall help resolve any disputes concerning ownership of Project IP.

(d) Notwithstanding anything herein to the contrary, in the event that either Party is obligated by its employment agreement, or otherwise, to render payments, of the type such as an inventor assignment fee and/or an inventor award due to creation or protection of Project IP under this Agreement, to its employee inventors, such Party shall remain solely liable to its employee for such payments.

4.3 Patent Challenges.

(a) During the Term, in the event any Party or its Affiliate (such Party, the "Challenging Party") determines to initiate or participate in a Patent Challenge against (i) DuPont, any of its Affiliates or any other owner of any of the DuPont Candidate Herbicide Lead Area Patents (if Syngenta is the Challenging Party) or (ii) Syngenta , any of their respective Affiliates or any other owner of any of the Syngenta Candidate Herbicide Lead Area Patents or (as applicable) (if DuPont is the Challenging Party) (such of DuPont with respect to the foregoing clause (i) or Syngenta with respect to the foregoing clause (ii), the "Challenged Party", and such Patents with respect to such Patent Challenge, the "Challenged Patents"), the Challenging Party shall provide the Challenged Party with at least ninety (90) days prior written notice of such determination ("90 Day Notice Period"), and together with such notice, a competent opinion of counsel outlining the legal position the Challenging Party intends to assert against the Challenged Patents. Without limiting the foregoing, and subject to the remaining provisions of this Section 4.3, the Challenging Party hereby further agrees to bring any such Patent Challenge with

respect to any United States Patent in the United States District Court for the District of Delaware in Wilmington, Delaware or the United States Patent and Trademark Office, as applicable. During the 90 Day Notice Period: (i) the Parties may refer this matter to their respective management in order to attempt to resolve the dispute; and (ii) the Challenged Party shall have a right to give notice to the Challenging Party of the Challenged Party's intent to have the dispute addressed by either binding or non-binding alternative dispute resolution proceedings, held in Wilmington, Delaware or, in the case of Europe, Middle East or Africa patent properties, in Geneva, Switzerland, in accordance with fair and equitable practices recommended by the American Arbitration Association, and upon providing such notice, any Patent Challenge shall be subject to such alternative dispute resolution proceeding. The Challenged Party may share information concerning any Patent Challenge with a co-owner or licensee of any challenged patent or patent application, and legal counsel.

(b) In the event that the Patent Challenge under the foregoing clause (a) is to be brought in a country that has a time period for bringing a Patent Challenge of four (4) months or less from the Patent grant date, the 90-Day Notice Period shall be reduced to thirty (30) days.

(c) In the event that any Patent Challenge brought under the foregoing clause (a) does not result in final determination that all of the Challenged Patents are invalid and unenforceable, the Challenging Party shall reimburse the Challenged Party for all legal fees and expenses incurred in its defense of the Patent Challenge.

(d) The foregoing Patent Challenge provisions shall not apply in the situation that a Party or its Affiliate is defending itself against any action asserting the infringement or other violation of the applicable Challenged Patent.

ARTICLE 5 – HERBICIDE COMMERCIALIZATION

5.1 Good Faith. Each Party shall work together in good faith to determine its interest in further pre-development, development and commercialization of each Candidate Herbicide Lead Area evaluated under a Project.

5.2 Decision Points. Using a stage-gated process each Party shall work together in good faith through the Steering Team and the Project Team working to develop appropriate decision points concerning whether or not to continue a Project and, if appropriate, when to begin discussions concerning a more detailed and appropriate agreement for further co-development and commercialization of a Candidate Herbicide Lead Area.

5.3 Joint Commercialization. Once the Steering Team determines that it is an appropriate time to begin discussions concerning a more detailed and appropriate agreement for further co-development and commercialization of a Candidate Herbicide Lead Area it shall memorialize the decision in the next Steering Team meeting minutes (the "Decision Date") and, and subject to paragraph 5.5, each Party shall negotiate in good faith towards entry of a co-development or commercialization agreement ("Definitive Agreement") with a goal of completing a Definitive Agreement within six (6) months of that Decision Date. If the Parties are unable to complete a co-development or commercialization agreement within nine (9) months of the Decision Date, the Parties shall enter escalation and mediation as described in Section 9.7(a) and if they are still unable to complete a

license agreement within twelve (12) months and with due regard to applicable antitrust law or regulation:

(a) For a Single Contributor Lead Area Project the Candidate Herbicide Party shall be entitled to continue the Project and commercialize the Candidate Herbicide Lead Area under terms of Section 5.4(b);

(b) For a Dual Contributor Lead Area Project the Party originally contributing a Candidate Herbicide with the Same Chemotype shall be entitled to continue the Project and commercialize compounds within the Candidate Herbicide Lead Area having that Same Chemotype under terms of Section 5.4(b); and

(c) For a Dual Contributor Lead Area Project where the Chemotype of the compound selected for commercialization is not the Same Chemotype of a Candidate Herbicide contributed by either Party, then neither Party can commercialize the compound without a Definitive Agreement being reached.

5.4 Single Party Commercialization.

(a) If one Party (the "Discontinuing Party") determines that it (i) does not desire to continue work pertaining to a Candidate Herbicide Lead Area under this Agreement or (ii) does not want to pursue co-development and commercialization of a Candidate Herbicide Lead Area in the form of a Definitive Agreement, then it shall promptly notify the other Party in writing and the Parties shall complete their efforts under the Project concerning that Candidate Herbicide Lead Area within forty (40) business days from notification (including completion of a final report concerning that Project). The other Party shall then notify the Discontinuing Party if it desires to continue with the Project on its own or whether it desires to proceed under Section 5.5.

(b) If a Party indicates it desires to proceed with the Project on its own pursuant to Section 5.3(a) or (b) or Section 5.4(a), each Party agrees to negotiate in good faith towards entry of a license agreement for the other Party to commercialize (including potential co-development with a third party) or license the Candidate Herbicide Lead Area with a goal of completing a license agreement within six (6) months of the date of the notice. If the Parties are unable to complete a license agreement within six (6) months of the date of the notice, the Parties shall enter escalation as described in Section 9.7(a) and if they are still unable to complete a license agreement within nine (9) months of the date of the notice in lieu of litigation the Parties shall proceed under the Valuation Process Procedure as described in Section 5.7. The other Party may continue with the Project and commercialization during and beyond the Valuation Process Procedure.

(c) As part of the good faith negotiation, the Parties shall consider and agree upon the most suitable approach to patent ownership for the Candidate Herbicide Lead Area and ownership and licensing of the Candidate Herbicide Lead Area Background IP and Project IP shall be considered as part of the valuation process.

5.5 Neither Party Desires to Commercialize.

(a) If both Parties determine that they do not want to pursue development and commercialization of a Candidate Herbicide Lead Area, then the Steering Team shall

record the same in writing and develop a plan to promptly end the Project, including the respective Project Team preparing a final written report concerning the Project summarizing results of any work conducted during any Project and including structures, biological testing data, physical chemistry data, environmental safety data, human safety data, biochemistry (target site, resistance, kinetics, modeling, protein crystal structures), environmental and biological fate data, process chemistry, and formulations.

(b) If a Project is discontinued and not commercialized under this Section 5.5 then:

(i) All Project IP directed to the respective Candidate Herbicide Lead Area shall be owned by the Candidate Herbicide Party; and

(ii) Subject to Section 5.5(b) (iii), each Party shall be free to use the data and samples generated on the Project without confidentiality obligation or restriction on use two (2) years from the date the Steering Team commemorates in Steering Team minutes to discontinue the Project;

(iii) One of the Parties shall be free to license the Candidate Herbicide Lead Area as described below, provided, however, such licensing shall be subject to entering an agreement (A) sharing part of the consideration pertaining to the license with the other Party and (B) containing appropriate terms concerning confidentiality and use of the Confidential Information pertaining to the Candidate Herbicide Lead Area which, unless otherwise agreed in writing, shall be consistent with the terms of this Agreement.

A) For a Single Contributor Lead Area Project the Candidate Herbicide Party shall be the licensing Party;

B) For a Dual Contributor Lead Area Project the Party originally contributing a Candidate Herbicide with the Same Chemotype shall be entitled to license within the Candidate Herbicide Lead Area having that Same Chemotype; and

C) For a Dual Contributor Lead Area Project where the Chemotype of the compound selected for licensing is not the Same Chemotype as the Candidate Herbicide contributed by either Party, then neither Party can commercialize the compound without the Parties entering an agreement permitting such licensing.

If the Parties are unable to complete such an agreement within three (3) months from the notification, the Parties shall enter escalation and mediation as described in Section 9.7(a) and, under subparts A and B, if they are still unable to complete a license agreement within three (3) months of the beginning of the escalation and mediation period the Parties shall proceed under the Valuation Process as described in Section 5.7. With respect to Sections 5.5 A and B, the Party having the right to grant a license shall be entitled to proceeding with licensing and the arbitrators shall determine the terms pertaining to the sharing of the consideration.

5.6 Valuation Principles. Any co-development, license agreement or other agreement concerning a Candidate Herbicide Lead Area entered pursuant to this Article shall take into account the value of the work a Party has carried in (a) original invention and R&D concerning the Candidate Herbicide Lead Area (including Background IP) and (b) unique contributions made by each Party in carrying out a Project directed to that Candidate Herbicide Lead Area under this Agreement.

5.7 Valuation Process Procedure. If the Parties are not able to agree to terms of a co-development, license agreement or other agreement concerning a Candidate Herbicide Lead Area pursuant to this Article, they shall follow a Valuation Process Procedure as described below:

(a) Either Party can declare that impasse has been reached in negotiating terms of a co-development, license agreement or other agreement concerning a Candidate Herbicide Lead Area by sending written notice to the other Party or the Steering Team can agree that an impasse has been reached by so designating in meeting minutes. Any such notice or meeting minutes shall identify whether the impasse is directed to (a) general agreement terms, (b) valuation or (c) both.

(b) If agreed to in writing by the Parties, the Parties may hire an experienced IP valuation expert to provide a valuation and use the recommendations of the IP valuation expert in order to resolve the dispute. Each Party shall pay for its own costs and the costs of the IP valuation expert shall be shared equally by the Parties.

(c) If the valuation has not been resolved by the process described in Section 5.7(b) or through escalation as described in Section 9.7(a), then the dispute shall be settled by arbitration as described in Section 9.7(b) using arbitrators who shall be qualified by experience and training to arbitrate intellectual property disputes. Any valuation or recommendations provided by an IP valuation expert hired pursuant to Section 5.7(b) provides shall be made available to the arbitrators. The arbitrators may optionally select an experienced IP valuation expert to provide a valuation or other recommendations. The arbitrators' decision shall include the licensing terms pursuant to which the Parties shall abide.

(d) In no event shall consideration determined through a valuation process include an upfront payment. Further, the royalty rate shall be in the range of 0.5% to 6% based on Net Selling Price.

5.8 Exclusivity in Candidate Herbicide Lead Area. Except as described in Sections 5.4 and 5.5, during the term of this Agreement the Parties will work exclusively together to develop the Candidate Herbicide Lead Area and will not separately work on any projects to develop herbicides within the Candidate Herbicide Lead Area.

ARTICLE 6 – NON-HERBICIDE PESTICIDE CHEMICALS

6.1 R&D. It is understood that patent applications describing Candidate Herbicides and Candidate Herbicide Lead Areas will publish during the Term and that it is customary for pesticide companies to study chemicals described in other companies published pesticide patent applications. It is also understood that each Party has been given access to valuable Confidential Information of the other Party under this Agreement prior to publication of patents concerning Candidate Herbicide Lead Areas. Because each Party is permitted to store and share information

owned or otherwise controlled (with the right to provide to the other Party under this Agreement without accounting to others) by that Party unless the other Party is notified in writing in advance of sharing the same. **NEITHER PARTY REPRESENTS, WARRANTS OR GUARANTEES THAT SUITABLE RESULTS WILL BE OBTAINED, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY BECAUSE OF ANY FAILURE IN ITS OPERATIONS OR THE PROJECT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY EXTENDED IN THIS ARTICLE 8. NEITHER PARTY REPRESENTS THAT ANY THING PROVIDED UNDER THIS AGREEMENT WILL BE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.**

8.2 **Incidental/Consequential Damages** **NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS THAT MAY BE INCURRED BY A PARTY PURSUANT TO THIS AGREEMENT, OR THAT ARISE OUT OF THE OTHER PARTY'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS AGREEMENT.**

8.3 Each Party acknowledges that any sample(s) received under this Agreement are experimental in nature, involve crop protection chemicals, and may have unknown characteristics, and therefore agrees to (a) use prudence and reasonable care in the use, handling, storage, transportation and disposition and containment of the sample(s), (b) avoid human exposure by using appropriate protective equipment and clothing, and (c) warn its employees, those under its supervision and direction, and others who may come into contact with the sample(s) that they should be treated as containing crop protection chemicals and that suitable precautions must be observed when handling or otherwise being exposed to the sample(s). Each Party understands that any information supplied by the other regarding a sample received under this Agreement is not intended to and does not relieve the Party of its duty to exercise reasonable care toward all persons who may be exposed to the sample. Each Party shall use the sample(s) received under this Agreement in compliance with all national, state and local laws and regulations that may be applicable to the sample(s), and the Party supplying a sample shall provide a material safety data sheet relating to its own compound if required by applicable law or regulation, with (at the providing Party's discretion) any information that would reveal the chemical name or structure of the compound redacted.

8.4 **Health and Safety Hazards** **WHILE IT IS BELIEVED THAT THE ORDINARY AND ANTICIPATED USE OF THE PRODUCTS, LICENSED PATENTS AND TECHNICAL INFORMATION, WILL NOT RESULT IN SAFETY OR HEALTH HAZARDS TO WORKERS OR TO PURCHASERS OF SUCH PRODUCTS, NEITHER PARTY WARRANTS OR GUARANTEES AGAINST SUCH HEALTH OR SAFETY HAZARDS.**

8.5 **Patents.**

(a) Nothing herein shall be construed as obligating on either Party to prosecute any patent application or to maintain any Patent.

(b) Neither Party assumes any liability or makes any representation or warranty to the other Party with respect to whether the other Party will enjoy freedom to operate with respect to any products or processes being evaluated under this Agreement in any country of the

world in light of intellectual property rights that may be held by Third Parties. Each Party agrees to promptly notify the other Party if it receives written notice that a product or process being evaluated under this Agreement infringes the patent rights of a third party.

(c) Neither Party makes any warranties or guarantees to the other Party with respect to any intellectual property related to the products or processes being evaluated under this Agreement. Further, it is understood that neither party shall have the obligation to obtain or take any action with respect to third party infringement, such action to be within the sole discretion of the party owning a Patent (or other intellectual property).

8.6 **Indemnity and Hold Harmless.** Each Party represents to the other Party that it is professional and has expertise with respect to the safety, use and handling of chemicals. **EACH PARTY HAS SOLE DISCRETION AND RESPONSIBILITY FOR ITS DESIGN, MANUFACTURE, AND USE OF PRODUCTS AND PROCESSES PURSUANT TO THIS AGREEMENT. ACCORDINGLY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER PARTY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AND CONSULTANTS, (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, OBLIGATIONS, CAUSES OF ACTION, LIABILITY, COSTS AND DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND COURT COSTS), INJURIES TO PERSONS (INCLUDING DEATH) OR PROPERTY (INCLUDING, WITHOUT LIMITATION, LOSS OF USE), PRODUCT LIABILITY CLAIMS, CLAIMS FOR PATENT INFRINGEMENT AND CLAIMS FOR DAMAGE TO THE ENVIRONMENT(COLLECTIVELY, "LIABILITIES"), WHATEVER THE CAUSE MAY BE, BASED UPON, ARISING OUT OF, OR RELATED TO THE ACTS OR OMISSIONS OF INDEMNIFYING PARTY AND ITS AFFILIATES AND/OR ANY OF THEIR EMPLOYEES, OFFICERS, EMPLOYEES, AND CONSULTANTS OR OTHER PERSONS ACTING ON THEIR BEHALF OR UNDER THEIR CONTROL, IN CONNECTION WITH INDEMNIFYING PARTY'S EXECUTION, DELIVERY AND PERFORMANCE OF, OR FAILURE TO PERFORM, THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LIABILITIES ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE INDEMNITEES, EXCEPT TO THE EXTENT THAT SUCH LIABILITIES ARE ESTABLISHED IN A COURT OF LAW TO HAVE BEEN CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF ANY OF THE INDEMNITEES.**

ARTICLE 9 – MISCELLANEOUS

9.1 Assignability/Substantial Change.

(a) This Agreement is personal to the Parties and is not assignable or otherwise transferable in whole or in part, voluntarily, involuntarily or by operation of law, without the express prior written consent of the other Party, consent of which shall not be unreasonably withheld, conditioned or delayed. Further, this Agreement may be terminated by either Party upon thirty (30) days advanced written notice in the

event a Party undertakes or is the subject of an acquisition, merger or consolidation, purchase of assets, scheme of arrangement, or a substantial change in ownership or control by any other means. However, either Party may, without such consent requirement or potential termination, participate in any of the foregoing that do not involve another party with an agricultural products business having annual sales of seed and/or crop protection products (e.g., pesticides, fertilizer or yield enhancement products) of US$ Five Billion ($US 5,000,000,000.00) in the preceding calendar year. If a first Party undergoes any of the foregoing it shall send written notice to the other Party specifically referring to this Agreement and the other Party shall have thirty (30) days to consent or terminate by sending written notice to the first Party, and if no such notice of termination or lack of reasonable consent is sent during that period the Agreement shall continue. Upon any assignment, the rights and obligations under this Agreement shall be binding upon and inure to the benefit of said assignee.

(b) If a Party does not consent to an assignment or other transfer in accordance with Section 9.1(a), or a Party terminates the Agreement pursuant to Section 9.1(a) above, then the Parties agree that commercialization shall proceed under the provisions of Section 5.3(a), (b) and (c) and the provisions referenced therein, with valuation as described in Sections 5.6 and 5.7, and if the Party having the right to commercialize decides to license the technology it shall notify the other Party in writing and proceed under the provisions of Section 5.5(b)(iii).

9.2 Affiliates. For the convenience of the Parties it may be desirable to involve one or more Affiliates in the work carried out pursuant to this Agreement. Either Party may involve any Affiliate that has agreed in writing to be bound by the terms of this Agreement and that Affiliate shall be treated in the same manner as the Party under the terms of this Agreement.

9.3 Force Majeure. Neither Party shall be responsible to the other Party for damages or breach of the Agreement, or shall be subject to termination of this Agreement by the other Party, for delay or failure in performance of any of the obligations imposed by this Agreement (other than to make payment of any money due pursuant to this Agreement), if the delay or failure is occasioned by a cause beyond the reasonable control of (and without the fault or negligence of), that Party, such as fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure of machinery or equipment or supply of materials, court order or governmental interference, riot or war. The Party seeking such relieve shall (a) take all reasonable steps to overcome or minimize such delay or failure in performance as promptly as is practical (b) promptly notify the other Party of the nature and particulars thereof and expected duration of the delay or failure of performance, and (c) promptly notify the other Party when the cause beyond its reasonable control no longer is causing delay or failure in performance. Notwithstanding the aforesaid, if either Party fails to fulfill any of its material obligations under this Agreement for a period of at least one (1) month, the other Party may terminate the Agreement upon thirty (30) days advance written notice of termination.

9.4 Rights Concerning Other Intellectual Property. No right or license, either express or implied, under any patent, patent application, trademark, trade secret, copyright, or any other intellectual property right is granted hereunder, except as expressly provided for in this Agreement. For the avoidance of doubt, if a Party develops a Chemotype Non-

Herbicide Pesticide Chemical, Chemotype Herbicide or Alternative Herbicide, that does not become evaluated under a Project pursuant to this Agreement, then the other Party shall have no obligation to license any patents or patent applications to the developing Party under this Agreement.

9.5 Other Obligations. Nothing in this Agreement shall be construed as creating any supply agreement or any business arrangement or relationship between Syngenta and DuPont, except as expressly provided for in this Agreement; each Party shall remain an independent contractor.

9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles, and, except as otherwise expressly provided herein, the State and Federal courts in the State of New York shall have exclusive jurisdiction over any proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement or the transactions contemplated hereunder. Notwithstanding the above, all questions concerning the construction or effect of patents or patent applications shall be decided in accordance with the laws of the country in which the particular patent application or patent concerned has been filed or granted as the case may be. The Parties acknowledge and agree that the foregoing choice of law and forum provisions are the product of an arms-length negotiation between Syngenta and DuPont.

9.7 Dispute Resolution and Venue.

(a) Any controversy or claim arising out of or relating to a Party's performance or non-performance under this Agreement, or the interpretations, validity or effectiveness of this Agreement, and any other provision of this Agreement, in the event the Parties fail to agree, shall, upon the written request of a Party, be referred to designated senior management of representatives of the Parties for resolution. Such representatives shall promptly meet and, in good faith, attempt to resolve the controversy, claim or issues referred to them.

(b) If the dispute has not been resolved on or before sixty (60) calendar days after the referral of the dispute to the designated senior management of representatives as provided in Section 9.7(a) above, then the dispute shall be settled by binding arbitration, in accordance with the American Arbitration Association in accordance with its Commercial Arbitration Rules ("AAA"), by three (3) arbitrators who shall be qualified by experience and training to arbitrate commercial or IP disputes, depending on the nature of the dispute, of whom each Party involved in the arbitration shall appoint one, and the two appointees shall select the third, subject to meeting the qualifications for selection. The place of arbitration shall be in New York City, and all proceedings shall be conducted in English. The arbitrators shall apply the substantive laws of the State of New York without regard to its conflicts of law principles, and their decision thereon will be final and binding on the Parties. Discovery shall be limited to no more than ten (10) interrogatories (including subparts or compound requests), no more than ten (10) requests for production (including subparts or compound requests) and no more than three (3) depositions for each Party, and each deposition shall not last more than two (2) hours. All discovery shall be concluded on or before ninety (90) calendar days after service of the notice of arbitration and each Party shall pay for its own costs, and the costs of the

arbitration and any fees of the arbitrators or any other costs of arbitral body shall be shared equally by the Parties. The Parties agree that the arbitration process, outcomes and awards shall be confidential.

(c) Notwithstanding the foregoing, the Parties agree the Agreement may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"). Appeals shall be initiated within thirty (30) days of receipt of an underlying award by filing a notice of appeal with any AAA office. Unless otherwise agreed to in writing by the Parties, the time for completing the appeal process and obtaining a final appeal decision shall not exceed six (6) months. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

(d) The dispute resolution procedure set forth in this Section 9.7 is mandatory, and neither Party shall institute legal proceedings until it has been exhausted. Notwithstanding the foregoing, the Parties acknowledge that any breach of the confidentiality obligations in this Agreement will result in irreparable harm for which the Disclosing Party shall not have an adequate remedy at law and, accordingly, upon a breach or threatened breach of the confidentiality obligations herein, the Disclosing Party shall be immediately entitled to pursue, without showing or proving any actual damage sustained, to a temporary restraining order, preliminary injunction, permanent injunction or an order compelling specific enforcement or other appropriate remedies as determined by the Disclosing Party to prevent the breach of such confidentiality obligations.

(e) Neither Party shall make any public announcement or press release concerning any dispute arising under, out of, or in relation to this Agreement, its formation, performance or termination without the prior written consent of the other Party, unless as required by law or government agency.

9.8 Non-solicitation. During the Term of this Agreement (as reduced due to termination or as extended) and for a period of two (2) years thereafter, each Party shall not solicit in order to offer to employ, directly or indirectly, any employee of the other party (including its Affiliates) who is working on a Project (e.g., an Umbrella Leader, Project Team member or Project Team Leader) without the prior written approval of the party employing such employee; provided however, that the hiring of any employee shall not be considered a violation of this paragraph if (a) such hiring resulted from a general solicitation not specifically directed toward such person, or (b) the employment relationship between a party or its Affiliate, on the one hand, and its employee, on the other, has terminated prior to the commencement of employment discussions.

9.9 Headings. All headings of the clauses of this Agreement are inserted for convenience only and shall not affect any construction or interpretations of this Agreement.

9.10 Invalidity or Unenforceability. If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of the Agreement.

9.11 Waiver. No waiver of any term or provision of this Agreement shall be deemed effective unless such waiver is in writing and signed by the Party to be charged with such waiver. The failure or delay of any Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any right under this Agreement.

9.12 Notices. All notices pursuant to this Agreement shall be in writing and shall be effective upon receipt of the Party receiving the notice. Unless notified otherwise, notices shall be directed as follows:

If to DuPont:

E. I. du Pont de Nemours and Company
Attn: President, DuPont Crop Protection
Chestnut Run Plaza Building 720
974 Centre Road
Wilmington, DE 19805
United States of America

With a copy to:

E. I. du Pont de Nemours and Company
Attn: Vice President and Chief Intellectual Property Counsel
Chestnut Run Plaza 721
974 Centre Road
Wilmington, Delaware, 19805
United States of America

If to Syngenta:

Syngenta Crop Protection AG or Syngenta Supply AG
Attn.: Company Secretary
Schwarzwaldallee 215
CH-4058 Basel
Switzerland

With a copy to:

Syngenta Crop Protection AG
Attn.: Global Head Technology and Projects
Schwarzwaldallee 215
CH-4058 Basel
Switzerland

9.13 Entire Agreement. This Agreement embodies the entire understanding between the Parties relating to the subject matter of the Agreement. Any prior representations, warranties or agreements between the parties, whether written or oral, not contained in this Agreement are null and void and superseded by this Agreement. Any amendment or

modification of any provision must be in writing, dated, and duly signed by an authorized representative of both Parties hereto.

9.14 Compliance. Syngenta and DuPont agree under this Agreement to abide by all pertinent laws and governmental regulations of the U.S.A. including, but without limitation, restrictions under regulations under the export control laws of the U.S.A. that may be applicable to direct or indirect re-exportation of any information and technology.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement and have entered into it as of the Effective Date.

SYNGENTA CROP PROTECTION AG

By: _____

Printed Name: CAMILLA CORSI

Title: Head Chemical Research

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____

Printed Name: KATHLEEN SHELTON

Title: Director Global Technology Crop Protection

SYNGENTA CROP PROTECTION AG

By: _____

Printed Name: Laura Arlestay

Title: Associate General Counsel

Exhibit A – Steering Teams

Syngenta

Camilla Corsi, Steering Team Leader
Andy Zoschke
David Scott
Laura Westby

DuPont

Kathleen Shelton, Steering Team Leader
Jean Pougnier
Mark Kuller
William E Barnette

Schedule A – Project A

Schedule B – Project B

TRADUCCIÓN

Contrato de Colaboración para Compuestos Herbicidas

El presente Contrato de Colaboración para Compuestos Herbicidas (el "**Contrato**"), celebrado el 10 de junio de 2015 (la "**Fecha de Entrada en Vigencia**") entre **Syngenta Crop Protection AG**, una sociedad constituida y existente en virtud de las leyes de Suiza, con sede social en Schwarzwaldallee 215, CH-4058 Basilea, Suiza (en adelante, "**Syngenta**") y **E. I. du Pont de Nemours and Company**, una sociedad constituida en virtud de las leyes del Estado de Delaware, con sede social en Chestnut Run Plaza Building 720,974 Centre Road, Wilmington, Delaware 19805, a través de su división Protección de Cultivos (en adelante, "**DuPont**").

CONSIDERANDO

QUE Syngenta y DuPont en forma independiente desarrollan, fabrican y venden herbicidas, y se encuentran en el proceso de evaluación inicial y desarrollo previo de sustancias que pueden ser efectivas como herbicidas en el futuro ("Herbicidas Candidatos");

QUE Syngenta y DuPont reconocen la inversión y el riesgo sustanciales asociados con la evaluación inicial y el desarrollo previo de nuevos Herbicidas Candidatos, y ambas reconocen que la cooperación contemplada en este Contrato puede aumentar sustancialmente la eficacia potencial de sus

actividades de evaluación y desarrollo previo y permitir que las Partes investiguen y desarrollen nuevos Herbicidas Candidatos de manera más rápida y eficiente, compartan o reduzcan el riesgo asociado con las inversiones en dicha evaluación y desarrollo previo, y potencialmente introduzcan más productos herbicidas en el mercado;

QUE Syngenta y DuPont celebraron Contratos de Transferencia de Material con fecha 7 de agosto de 2014 y 24 de septiembre de 2014, respectivamente y sus modificaciones, en virtud de los cuales cada Parte tomó muestras de la otra Parte con herbicidas experimentales (colectivamente, los Contratos de Transferencia de Material o "MTA"- por sus iniciales en inglés) y las Partes desean trabajar juntas más estrechamente en las áreas principales representadas por uno o más de los candidatos de conformidad con este Contrato;

QUE Syngenta y DuPont desean celebrar un acuerdo mediante el cual Syngenta y DuPont trabajarán juntos para desarrollar y evaluar previamente ciertos Herbicidas Candidatos en cumplimiento del Objeto (todos los términos en mayúsculas se definen a continuación).

EN ESTE ACTO, Por el pago del precio convenido, cuya recepción y suficiencia se reconocen en este acto, las Partes convienen lo siguiente:

CLÁUSULA 1 - DEFINICIONES

1.1 Definiciones. Los términos en mayúscula utilizados en este Contrato tendrán el significado atribuido a dichos términos en el presente documento:

a) "Filial" es una sociedad anónima u otra sociedad comercial (por ejemplo, una firma, sociedad de responsabilidad limitada, una sociedad de personas o una *joint venture*) que (a) directa o indirectamente controla o es controlada por una Parte de este Contrato, o (b) está bajo el control común con una Parte de este Contrato. A los efectos de esta definición, "control" significa la titularidad, directa o indirecta, de (i) más del cincuenta por ciento (50 %) de las acciones con derecho a voto para la elección de directores, o (ii) más del cincuenta por ciento (50 %) o más de una participación accionaria en la sociedad comercial.

b) "Contrato" tendrá el significado dado más arriba.

c) "Herbicida Alternativo" es un compuesto obtenido por cualquiera de las Partes al realizar el trabajo de conformidad con un Proyecto que tiene tanto un modo de acción (MOA) diferente como un Quimiotipo diferente del Herbicida Candidato.

d) "PI Propia" es la Información Técnica (incluidas las muestras) suministrada por una Parte a la otra Parte en virtud de este Contrato que incluye:

i. La Información Técnica (incluidas las muestras)

concebida y puesta en práctica a la Fecha de Inicio del Proyecto para llevar a cabo un Proyecto;

ii. La Información Técnica (incluidas las muestras) (A) que no es PI del Proyecto, y (B) que sea divulgada o compartida por una Parte con la otra Parte en un Proyecto después de la Fecha de Inicio del Proyecto respectivo;

iii. La Información Técnica (incluidas las muestras) sobre Herbicidas del Mismo Quimiotipo o Herbicidas Alternativos que el Grupo Directivo decida no evaluar en el marco de un Proyecto proporcionada por una Parte a la otra Parte en virtud de este Contrato; y

iv. Información Técnica (incluidas las muestras) relativa a una Sustancia Química Plaguicida-No-Herbicida proporcionada por una Parte a la otra Parte en virtud del presente Contrato.

Para evitar dudas, la PI Propia no incluye ninguna PI del Proyecto.

Las Partes enumerarán las Patentes y las propuestas de patentes que aún no se hayan presentado que sean relevantes para un Proyecto como PI Propia en el Anexo inicial que abarca un Proyecto y notificarán de inmediato a la otra Parte en el momento de su presentación sobre las Patentes que se presenten en función de las propuestas de patentes.

e) "Herbicida Candidato" es un herbicida inicial

descubierto por una Parte y que las Partes convienen por escrito que debe evaluarse más a fondo en el marco de un Proyecto que se llevará a cabo de conformidad con este Contrato.

f) "Área Líder de Herbicidas Candidatos" es el área líder de herbicidas que incluyen herbicidas que cumplen con los siguientes criterios:

1) ser un Herbicida Candidato,

2) un Herbicida del Mismo MOA,

3) un Herbicida del Mismo Quimiotipo que el Grupo Directivo convenga por escrito (incluidas las actas de las reuniones del Grupo Directivo) que se incluirá como herbicida para su evaluación en el marco del Proyecto correspondiente, o

4) un Herbicida Alternativo que el Grupo Directivo convenga por escrito (incluidas las actas de las reuniones del Grupo Directivo) que se considerará como herbicida para su evaluación en el marco del Proyecto correspondiente.

Las Partes acordarán al inicio de un Proyecto el Modo de Acción ("MOA"), que incluirá un ensayo para medir el MOA. El MOA convenido por escrito al comienzo de un Proyecto solo podrá modificarse mediante una modificación del Anexo en el que se define el Proyecto.

g) "Parte a Quien Pertenece el Herbicida Candidato" es la Parte que proporcionó en primer lugar un Herbicida

Candidato a la otra Parte bajo los MTA, y en caso de que ambas Partes contribuyan con un Herbicida Candidato con el mismo MOA, la Parte a Quien Pertenece el Herbicida Candidato será la titular de la PI del Proyecto según lo determinado de acuerdo con el Inciso 4.2.

h) "Quimiotipo" es una o más sustancias químicas con un motivo estructural químico común y distintivo requerido para la expresión de la actividad biológica.

i) "Herbicida del Mismo Quimiotipo" es un compuesto herbicida obtenido por cualquiera de las Partes durante la vigencia del Contrato que tiene el Mismo Quimiotipo que un Herbicida Candidato, pero no el mismo MOA.

j) "Sustancia Química Plaguicida-No-Herbicida del mismo Quimiotipo" es una Sustancia Química Plaguicida-No-Herbicida elaborada por cualquiera de las Partes durante la vigencia del Contrato que tiene el Mismo Quimiotipo que un Herbicida Candidato, pero no el mismo MOA.

k) "Información Confidencial" incluye, entre otros: (a)los datos, know how, fórmulas, documentos, especificaciones, informes, estudios, hallazgos, hojas de datos de seguridad de materiales, invenciones e ideas, que sean (i) desarrollados como resultado de un Proyecto (incluida la PI del Proyecto) o (ii) divulgados por una parte a la otra parte en virtud de este Contrato (incluida la PI Propia) y (b) las muestras (i) desarrolladas como resultado de un

Proyecto (incluida la PI del Proyecto) o (ii) proporcionadas por una Parte a la otra Parte en virtud de este Contrato (incluida la PI Propia), y toda la información de la empresa relacionada con la misma (en conjunto, estos elementos se denominarán "Información" en el resto de esta definición).

La Información Confidencial incluirá:

A. Información divulgada por una Parte a la otra Parte; (i) si es en forma tangible marcada como "Reservada" o "Confidencial", o (ii) si la divulgación es oral o visual, por su naturaleza confidencial y/o reservada; y

B. Información desarrollada como parte de un Proyecto o de otra manera respecto de la cual una Parte se considera Parte Receptora en virtud de este Contrato.

La "Información Confidencial" no incluirá Información:

1) que en el momento de la divulgación, sea información pública de conocimiento general sobre una base no confidencial; o

2) que después de la recepción o el desarrollo en virtud del presente se convierta en información pública de conocimiento general sobre una base no confidencial sin incumplimiento por la Parte Receptora de este Contrato u otro acuerdo entre las Partes, pero las obligaciones de la Parte Receptora en virtud de este Contrato cesarán solo

después de la fecha en la que dicha información se haya puesto a disposición del público; o

3) que la Parte Receptora pueda demostrar mediante evidencia tangible que estaba en su poder antes de su recepción o desarrollo en virtud de este Contrato; o

4) que es o fue desarrollada de forma independiente por el la Parte Receptora sin utilizar la Información Confidencial de la Parte Divulgadora (incluidas las muestras) respecto a la cual la Parte es una Parte Receptora en virtud de este Contrato; o

5) que se haya divulgado a la Parte Receptora sin restricción de divulgación por parte de un tercero legalmente autorizado para divulgar dicha información.

La Información Confidencial no se considerará dentro de las excepciones anteriores simplemente porque sea (i) específica y simplemente abarcada por información más general en el dominio público o en poder de la Parte Receptora o (ii) una combinación que pueda ensamblarse para reconstruir la Información Confidencial de múltiples fuentes, aunque ninguna de las cuales muestre la combinación completa, su principio de operación y método de uso.

l) "Fecha de Decisión" tendrá el significado que se le da en el Inciso 5.3.

m) "Contrato Definitivo" tendrá el significado que se le da en el Inciso 5.3.

n) "Parte Divulgadora" es:

i. Con respecto a la PI Propia, la parte que aporta la PI Propia a un Proyecto. Para evitar dudas, es la Parte a quien pertenece cualquier PI Propia desarrollada bajo cualquiera de los MTA.

ii. Con respecto a la Información Técnica concebida o puesta en práctica en un Proyecto, ambas Partes.

iii. Con respecto a la información desarrollada con respecto a un Área Líder de Herbicidas Candidatos después de la Fecha de Inicio del Proyecto respectivo, ambas Partes.

iv. Con respecto a un Herbicida del Mismo Quimiotipo o Herbicida Alternativo que el Grupo Directivo decida que no formará parte de un Área Líder de Herbicidas Candidatos, la Parte que divulgue la Información Técnica sobre los mismos a la otra Parte en virtud de este Contrato.

v. Una Parte que divulgue una Sustancia Química Plaguicida-No-Herbicida a la otra Parte en virtud de este Contrato.

o) "Proyecto de Área Líder de Contribuyente Doble" es un Proyecto en el que el Área Líder de Herbicidas Candidatos se basa en Herbicidas Candidatos de ambas Partes, de modo que para los fines de este Contrato a partir de la Fecha de

Entrada en Vigencia, el Proyecto B se basa en Herbicidas Candidatos de ambas Partes porque DuPont presentó el Compuesto 5 bajo el MTA con fecha 7 de agosto de 2014 y Syngenta presentó el Compuesto 3 bajo el MTA con fecha 24 de septiembre de 2014.

p) "DuPont" tendrá el significado dado más arriba.

q) "Fecha de Entrada en Vigencia" tendrá el significado dado más arriba.

r) "Parte FRR" tendrá el significado que se le da en el Inciso 6.1.

s) "Plaguicida FRR" tendrá el significado que se le da en el Inciso 6.1.

t) "Modo de Acción" o "MOA" -por sus iniciales en inglés- para cada Área Líder de Herbicidas y las Sustancias Químicas Plaguicidas-No-Herbicidas correspondientes es el modo de acción determinado por un ensayo y protocolo específicos acordados por escrito entre las Partes.

u) "Herbicida del Mismo MOA" es un herbicida obtenido por cualquiera de las Partes durante la vigencia de este Contrato que tiene el mismo MOA que un Herbicida Candidato, independientemente de si tiene el mismo Quimiotipo que el Herbicida Candidato,

v) "Sustancia Química Plaguicida-No-Herbicida del mismo MOA" es una Sustancia Química Plaguicida-No-Herbicida

obtenida por cualquiera de las Partes durante la vigencia de este Contrato que tenga el mismo MOA sobre las especies blanco no herbicidas que un Herbicida Candidato, independientemente de si tiene el mismo Quimiotipo que el Herbicida Candidato. Sin embargo, si a partir de la Fecha de Inicio del Proyecto una Parte tiene un programa químico activo dentro de los doce (12) meses anteriores a la Fecha de Inicio del Proyecto para trabajar en Sustancias Químicas Plaguicidas-No-Herbicidas que tengan el mismo MOA e independientemente de un Proyecto o compuestos desarrollados en el marco de un Proyecto desarrolla una o varias Sustancias Químicas Plaguicidas-No-Herbicidas que no tienen el mismo Quimiotipo que el Herbicida Candidato, esa Sustancia Química Plaguicida-No-Herbicida no se considerará una Sustancia Química Plaguicida-No-Herbicida del mismo MOA y se considerará específicamente excluida de este Contrato. Si una Sustancia Química Plaguicida-No-Herbicida se incluye en un Proyecto de acuerdo con este Contrato, las condiciones del Contrato que se refieren a Proyectos dirigidos a herbicidas se entenderán aplicables *mutatis mutandis* a esa Sustancia Química Plaguicida-No-Herbicida y al área líder correspondiente, y las Partes procederán en virtud del Contrato como tal.

w) "MTA del 7 de agosto de 2014" se refiere a los Contratos de Transferencia de Material celebrados entre las Partes

con fecha 7 de agosto de 2014 (y sus modificaciones).

x) "MTA del 24 de septiembre de 2014" se refiere los Contratos de Transferencia de Material celebrados por las Partes con fecha 7 de agosto de 2014 (y sus modificaciones).

y) "Precio de Venta Neto" es el precio de venta bruto de un producto en su primera venta comercial a una empresa no afiliada y los descuentos publicados y comisiones efectivamente pagadas a los distribuidores que están incluidos en el precio de venta bruto. A los efectos del Precio de Venta Neto, las Partes convienen que no se realizará deducción alguna del precio de venta bruto por ningún elemento del costo incurrido por el licenciatario en sus propias operaciones relacionadas con la fabricación, venta o envío del producto. El Precio de Venta Neto de una cantidad de producto utilizado por el licenciatario será el Precio de Venta Neto del producto a terceros no relacionados realizado en el mismo territorio en el momento de dicho uso. Los productos se considerarán vendidos cuando se envíe una factura. Una "venta" incluirá las transferencias u otras disposiciones a cambio de una contraprestación, y el Precio de Venta Neto incluirá el valor justo de mercado de toda la contraprestación recibida por el licenciatario o sus Filiales con respecto a la venta de un producto, ya sea que dicha contraprestación sea en

efectivo, en especie o en cualquier otra forma. Para mezclas y fabricación a pedido, el Precio de Venta Neto será el precio de venta promedio de los productos independientes vendidos durante el período calendario durante el cual se acumularon las regalías. El licenciatario podrá deducir el monto de un crédito o reembolso proporcionado con respecto a un producto fuera de especificación y (b) los productos devueltos por los cuales se ha otorgado un crédito. Las Partes convienen que esta definición de Precio de Venta Neto se incluye para su uso en la interpretación de los límites de la tasa de regalías especificada en el Inciso 5.7 (d) de este Contrato y no pretende ser la definición que deba usarse en un contrato celebrado posteriormente, salvo que la valuación esté dentro de esos límites o que las Partes convengan algo diferente por escrito.

z) "Sustancia Química Plaguicida-No-Herbicida" son productos químicos plaguicidas (sintéticos o naturales) que contienen un ingrediente activo o el ingrediente activo en el mismo (incluidos fungicidas, insecticidas, nematicidas, reguladores del crecimiento de las plantas, defoliantes, tratamientos de semillas y tecnología de maduración para su uso en la agricultura de producción), que no es un producto químico que sea un Herbicida Candidato, un Herbicida del Mismo MOA, un Herbicida del mismo Quimiotipo o un Herbicida

Alternativo.

aa) “Partes” son Syngenta y DuPont; “Parte” es una de las “Partes”.

bb) "Patentes" son las patentes o solicitudes de patente, incluidas, entre otras, las solicitudes de patente provisionales, de utilidad, divisionales, de continuación, de continuación parcial y de diseño, sus solicitudes de continuación o divisionales, las patentes concedidas sobre cualquiera de las mencionadas solicitudes de patente, y sus prórrogas, reactivaciones, reemisiones, nuevos exámenes y patentes extranjeras y solicitudes de patentes que se basen en dichas patentes y solicitudes de patentes en su totalidad o en parte para una fecha de prioridad efectiva.

cc) “Impugnación de Patentes” es la impugnación directa o indirecta (incluido el respaldo de una acción iniciada por terceros) a la validez, patentabilidad, exigibilidad, no infracción o titularidad de una Patente de Área Líder de Herbicidas Candidatos, incluidas (i) una impugnación judicial (incluidas las acciones de sentencias declaratorias), o (ii) la actividad o procedimiento ante una oficina de patentes u otro organismo o registro gubernamental, incluida toda reemisión, nuevo examen, revisión previa a la concesión, revisión posterior a la concesión, oposición o procedimiento similar.

dd) “Proyecto” es un proyecto de investigación y desarrollo

previo para estudiar y desarrollar herbicidas dentro de un Área Líder de Herbicidas Candidatos llevado a cabo de conformidad con las condiciones de este Contrato, donde dichos Proyectos se identifican en los Anexos de este Contrato, los dos primeros se describen en los Anexos A y B, que se celebrarán al mismo tiempo durante este Contrato o poco después, y donde proyectos adicionales podrán agregarse por mutuo acuerdo de las Partes mediante la modificación de este Contrato para incluir un anexo que describa el Proyecto.

ee) "Fecha de Inicio del Proyecto" es la Fecha de Entrada en Vigencia para los Proyectos identificados en los Anexos A y B de este Contrato, y la fecha en que las partes llevan a cabo una modificación de este Contrato comenzando un Proyecto nuevo.

ff) "PI del Proyecto" es la Información Técnica (incluidas las muestras) (i) concebida o puesta en práctica en el trabajo perteneciente a un Proyecto después de la Fecha de Inicio del Proyecto del Proyecto o (ii) relacionada de otro modo a un Área Líder de Herbicidas Candidatos concebida o puesta en práctica después de la Fecha de Inicio del Proyecto respectivo para el Área Líder de Herbicidas Candidatos.

gg) "Equipo del Proyecto" es un equipo como se describe en el Inciso 2.6,

hh) "Objeto" se refiere a evaluar y optimizar aún más los herbicidas seleccionados para proyectos de colaboración en virtud de este Contrato con el objetivo de hacer avanzar los herbicidas dentro de las Áreas Líderes de Herbicidas Candidatos hasta el punto en que las Partes puedan evaluar su idoneidad para la comercialización en virtud de un contrato del tipo descrito en la Cláusula 5, y se ampliará para cubrir la materia si el Grupo Directivo aprueba un Proyecto dirigido a una Sustancia Química Plaguicida-No-Herbicida con respecto a los candidatos dentro del área líder correspondiente para ese tipo de plaguicida.

ii) "Parte Receptora" es:

i. Con respecto a la PI Propia, la Parte que no aporta la PI Propia a un Proyecto.

ii. Con respecto a la Información Técnica concebida o puesta en práctica en el marco de un Proyecto, ambas Partes.

iii. Con respecto a la información desarrollada con respecto a un Área Líder de Herbicidas Candidatos después de la Fecha de Inicio del Proyecto respectivo, ambas Partes.

iv. Con respecto a un Herbicida del Mismo Quimiotipo o Herbicida Alternativo que el Grupo Directivo decida que no formará parte de un Área Líder de Herbicidas Candidatos, la Parte que reciba la Información Técnica sobre los mismos de

la otra Parte en virtud de este Contrato.

v. Una Parte que recibe Información Técnica sobre un Producto Químico Plaguicida-No-Herbicida de la otra Parte en virtud este Contrato.

jj) “El Mismo Quimiotipo” es un compuesto dentro de una de las reivindicaciones de una de las solicitudes de patente PCT de IP Propia, tal como se presentó, para el proyecto respectivo. Los compuestos que se convierten mediante procesos físicos, químicos o bioquímicos en el mismo quimiotipo, ya sea antes, durante o después de su aplicación (por ejemplo, procidas), también se considerarán del mismo Quimiotipo.

kk) “Proyecto de Área Líder de Contribuyente Único” es un Proyecto en el que el Área Líder de Herbicidas Candidatos se basa en uno o más Herbicidas Candidatos de una sola Parte (es decir, no es un Proyecto de Área Líder de Contribuyente Doble).

ll) "Grupo Directivo" es un equipo como se describe en el Inciso 2.4.

mm) “Syngenta” tendrá el significado dado más arriba.

nn) “Información Técnica” es know-how, secretos comerciales, concepciones, ideas, innovaciones, descubrimientos, invenciones, procesos, materiales, estructuras, enzimas, proteínas, genes, máquinas, fórmulas,

equipos, mejoras, modificaciones, datos, muestras, documentación, métodos, técnicas, sistemas, diseños, sistemas y planes de producción, programas e información, experiencia y otros conocimientos de propiedad exclusiva, sean o no patentables, sujetos a derechos de autor o susceptibles de cualquier otra forma de protección legal, y otra información que se divulgue a una Parte por la otra Parte de conformidad con este Contrato.

oo) "Duración" de este Contrato se define en la Cláusula 7 de este Contrato.

pp) "Coordinador General" es un empleado de una de las Partes tal como se define en el Inciso 2.5.

qq) "Procedimiento del Proceso de evaluación" tendrá el significado que se le atribuye en el Inciso 5.7.

1.2 Referencias: Interpretación.

Las referencias en este Contrato a un género incluyen referencias a todos los géneros y las referencias al singular incluyen referencias al plural y viceversa. A menos que el contexto requiera lo contrario, las palabras "incluye", "inclusive" o "incluido" utilizadas en este Contrato se debe considerar que son seguidas por la expresión "entre otras/otros". A menos que el contexto requiera lo contrario, las referencias en este Contrato a Cláusulas, Incisos y Anexos se considerarán referencias a Cláusulas e Incisos de Anexos de este Contrato. A menos que

el contexto exija lo contrario las palabras "del presente," "en el presente", "en virtud del presente" y palabras de significado similar, cuando se emplean en el presente Contrato, se referirán al presente Contrato en su conjunto y no a una Cláusula, Inciso o disposición de este Contrato. La referencia en este Contrato a una hora será a la hora de Wilmington, Delaware, a menos que se indique expresamente lo contrario en el presente. La palabra “o” se aplicará tanto a la alternativa como a la conjuntiva, según el contexto.

[…]

CLÁUSULA 4 - TITULARIDAD DE LA PI Y PRESENTACIÓN DE PATENTES

4.1 PI Propia. Cada Parte conservará la titularidad plena y exclusiva de todos los derechos, títulos o intereses, o cualquier otro derecho que tenga sobre la PI Propia.

4.2 PI del Proyecto. Las siguientes disposiciones se aplicarán a la PI del Proyecto:

(a) Para un Proyecto de Área Líder de Contribuyente Único, la Parte a la cual Pertenece el Herbicida Candidato será titular de toda la PI del Proyecto dirigida a la respectiva Área Líder de Herbicidas Candidatos. Para un Proyecto de Área Líder de Contribuyente Doble, las Partes convienen que el Grupo Directivo determinará quién debe ser el titular de la PI del Proyecto al inicio del Proyecto.

(b) Las Partes coordinarán las presentaciones de Proyectos de Patentes de PI a través de los Coordinadores Generales. Sin embargo, el titular de la PI del Proyecto tendrá entera discreción con respecto a esa PI del Proyecto, incluido el derecho pleno y exclusivo de presentar, tramitar y mantener una solicitud de patente y/o patente dirigida a la misma, y deberá pagar todos los gastos asociados. Los costos asociados con la preparación, presentación, tramitación, emisión y mantenimiento de patentes y solicitudes de patentes que reivindiquen dichas invenciones correrán a cargo de la Parte titular de la invención, a menos que se

convenga lo contrario.

(c) Las Partes cooperarán entre sí, incluido el otorgamiento de los documentos necesarios para la presentación, tramitación, emisión y mantenimiento de solicitudes de patentes y patentes. Cada Parte que no sea titular brindará el apoyo técnico razonablemente solicitado para permitir que la parte titular de la PI del Proyecto tramite, posea, mantenga y haga cumplir las patentes de dichas invenciones. Los Coordinadores Generales ayudarán a coordinar los esfuerzos relacionados con la protección de la PI del Proyecto y ayudarán a resolver las controversias relacionadas con la titularidad de la PI del Proyecto.

(d) Sin perjuicio de cualquier disposición en contrario en el presente, en caso de que alguna de las Partes esté obligada por su contrato de trabajo, o de otro modo, a realizar pagos, por ejemplo, una tasa de cesión del inventor y/o reconocimiento al inventor debido a la creación o protección de la PI del Proyecto en virtud de este Contrato, a sus empleados inventores, dicha Parte seguirá siendo la única responsable.

[…]

En testimonio de lo cual, las Partes celebran el presente Contrato en la Fecha de Entrada en Vigencia.

SYNGENTA CROP PROTECTION AG

Por: [Firmado, ilegible]

Nombre impreso: Camilla Corsi

Cargo: Jefa de Investigación de Sustancias Químicas

E. I. DU PONT DE NEMOURS AND COMPANY

Por: [Firmado, ilegible]

Nombre impreso: Kathleen Shelton

Cargo: Directora de Tecnología Global - Protección de Cultivos

SYNGENTA CROP PROTECTION AG

Por: [Firmado, ilegible]

Nombre impreso: Laura Westby

Cargo: Asesor Jurídico Asociado

Anexo A - Grupos Directivos

Syngenta

Camilla Corsi, Líder del Grupo Directivo

Andy Zoschke

David Scott

Laura Westby

DuPont

Kathleen Shelton, Líder del Grupo Directivo

Jean Pougnier

Mark Kuller

William E Barnette

Anexo A - Proyecto A

Anexo B - Proyecto B

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Dr. Kathleen A. Shelton
Director, Global R&D

DuPont Crop Protection
Stine-Haskell Research Center
1090 Elkton Road
Newark, DE 19711
302/451-5803 Tel

August 5, 2015

Camilla Corsi, Head Chemical Research
Syngenta Crop Protection AG
Schwarzwaldallee 215
4058 Basel
Switzerland

Re: Schedules A and B to Collaboration Agreement for Herbicide Compounds

Dear Camilla:

Reference is made to the Collaboration Agreement for Herbicide Compounds dated June 10, 2015 (the "Agreement"), entered by and between Syngenta Crop Protection AG ("Syngenta") and E. I. du Pont de Nemours and Company ("DuPont").

Enclosed are two schedules defining the first two Projects being carried out pursuant to the Agreement.

Each party agrees that the Project Initiation Date for both of the Projects described in the attachments shall be June 10, 2015.

Please confirm your agreement with the foregoing by signing where indicated below and returning one executed copy to my attention.

Very truly yours,

Kathleen Shelton August 26, 2015

Kathleen Shelton
Director, Global Technology, Crop Protection
E. I. du Pont de Nemours and Company

Acknowledged & Agreed:

Syngenta Crop Protection AG

By: _____
Camilla Corsi, Head Chemical Research

By: _____
Laura Westby, Associate General Counsel

Schedule A – Project Gnome

Project Initiation Date: June 10, 2015

Mode of Action/Site of Action: Pyrimidine biosynthesis/Dihydroorotate dehydrogenase

Enzyme Assay: The assay involves monitoring spectrophotometrically over time the oxidation of dihydroorotate substrate to orotic acid by the enzyme in the presence of compound analogs. Enzyme (0.2 – 4.0 ug) in 50 mM Tris buffer pH 8.0, 150 mM KCl solution was incubated at 25C for 5 minutes with 0.1mM quinone, 0.06 mM dichlorophenolindophenol over a range of concentrations of compound. The reaction in each well of a 96-well microtiter plate was initiated by addition of dihydroorotate substrate, final concentration 1.0 mM and final volume of 200 ul. DMSO concentrations in the reaction are 0.1%. The progress of the reaction kinetics are monitored at 300nm or 600nm using a microplate reader.

Herbicidal compounds (which, in the case of 'procides', includes their active derivatives) that are of interest to either or both parties and that exhibit relatively weak inhibition of any one of a given set of plant DHOD enzymes (to be selected by the project Gnome team within one hundred twenty (120) days of the Project Initiation Date) relative to a tight-binding standard (to be selected by the project Gnome team within one hundred twenty (120) days of the Project Initiation Date) such that that their IC50 values are in a range up to 1000 fold greater than that of the standard as to make it unclear whether or not the interesting herbicidal activity is linked to inhibition of DHOD will be further tested to confirm the mode of action. The dose response for inhibition of growth of plantlets or plant cells in sterile culture by such compounds will be established and those with DHOD mode of action defined as those where addition of one or more of orotic acid, UMP, or CMP in a dosage range based on the plantlets or plant cells to be selected within one hundred twenty (120) days of the Project Initiation Date to the medium significantly shifts the dose response to the right. Any cases remaining difficult to resolve will be referred to the steering team for guidance on follow up actions.

Background IP:

DuPont patent applications and proposals included in Background IP:

1. BA9557WOPCT
2. BA9567USPSP
3. BA9577USPSP
4. BA9581USPSP
5. BA9582USPSP
6. BA9585USPSP
7. BA9586USPSP

8. BA9591 patent proposal
9. BA9595USPSP
10. BA9596 patent proposal: Tolerance traits
11. BA9597 patent proposal: Herbicidal RNAi

Syngenta patent applications and proposals included in Background IP:

N/A

Schedule B - Project Marlin

Project Initiation Date: June 10, 2015

Mode of Action/Site of Action Plastoquinone biosynthesis/Homogentisate Solanesyltransferase ("HST")

Enzyme Assay: Currently the Parties use different assays to determine inhibition of HST activity. It is agreed that the assay using the enzyme from Arabidopsis practiced by Syngenta is considered the reference for potency measurements of inhibitor compounds.

Herbicidal compounds (which, in the case of 'procides', includes their active derivatives) that are of interest to either or both parties and that exhibit relatively weak inhibition of Arabidopsis or Chlamydomonas HST (to be determined by the project Marlin team within one hundred twenty (120) days of the Project Initiation Date) relative to a tight-binding standard (to be selected by the project Marlin team within one hundred twenty (120) days of the Project Initiation Date) such that that their IC50 values are in a range up to 1000 fold greater than that of the standard as to make it unclear whether or not the interesting herbicidal activity is linked to inhibition of HST will be further tested to confirm the mode of action. The dose responses for inhibition of growth by such compounds versus w/t tobacco plantlets and versus like-transgenic plants expressing an Arabidopis HST gene from a double enhanced 35S promoter will be measured and those compounds with HST mode of action defined as those where the dose response versus the HST transgenic plants is significantly shifted to the right relative to the control wt plants. Alternatively and additionally, the dose response for inhibition of growth of plantlets in sterile culture by such compounds will be established and those with HST mode of action defined as those where addition of homogentisic acid in a dosage range based on the plantlets or plant cells to be selected within one hundred twenty (120) days of the Project Initiation Date to the medium significantly shifts the dose response to the right. Any cases remaining difficult to resolve will be referred to the steering team for guidance on follow up actions.

Background IP:

DuPont Patent applications and proposals included in Background IP:

1. BA9566WOPCT
2. BA9593 patent proposal
3. BA9594 patent proposal

Syngenta patent applications and proposals included in Background IP:

i) Published Syngenta patent applications P:

- WO08/009908
- WO08/071918
- WO09/063180
- WO09/090401
- WO09/090402
- WO10/029311
- WO10/130970
- WO12/062531
- WO15/062984
- WO13/160126
- WO15/052095
- GB2519092

ii) Unpublished Syngenta patent applications by Syngenta case numbers:

- 80355
- 80466
- 80672
- 80771
- 80772
- 80773
- 80775
- 80465
- 80755
- 80756
- 80774

TRADUCCIÓN

Señora Camilla Corsi, Directora de Investigación Química

Syngenta Crop Protection AG

Schwarzwaldallee 215

4058 Basilea

Suiza

Re: Anexos A y B del Contrato de Colaboración para Compuestos Herbicidas

Estimada Camilla:

En referencia al Contrato de Colaboración para Compuestos Herbicidas con fecha 10 de junio de 2015 (el "Contrato"), celebrado entre Syngenta Crop Protection AG ("Syngenta") y E. I. du Pont de Nemours and Company ("DuPont").

Adjuntos se encuentran dos Anexos que definen los dos primeros Proyectos que se están llevando a cabo en conformidad con el Contrato.

Cada una de las partes acuerda que la Fecha de Inicio del Proyecto para ambos Proyectos que se describen en los adjuntos será el 10 de junio de 2015.

Por favor confirmar su conformidad con lo anterior firmando a continuación donde se indica y devolviendo una copia firmada a mi persona.

Muy atentamente,

Kathleen Shelton

[Hay una firma ilegible y manuscrito: 26 de agosto de 2015]

Directora, Global Technology, Crop Protection

E. I. du Pont de Nemours and Company

Recibido y aceptado:

Syngenta Crop Protection AG

Por: [Firmado, ilegible]

Camilla Corsi, Directora de Investigación Química

Por: [Firmado, ilegible]

Laura Westby, Asesora General Asociada

[…]

Anexos A – Proyecto Gnome

Fecha de Inicio del Proyecto: 10 de junio de 2015

Modo de Acción/Sitio de Acción: Biosíntesis de Pirimidina/Dihidroorotato deshidrogenasa

Ensayo enzimático: El ensayo involucra el monitoreo en el tiempo mediante espectrofotometría de la oxidación del sustrato dihidroorotato a ácido orótico por la enzima en presencia de análogos del compuesto. Se incubó la enzima (entre 0,2 y 4,0 µg) en solución amortiguadora Tris 50 mM con pH 8,0, KCl 150 mM a 25°C durante 5 minutos con quinona 0,1 mM, diclorofenolindofenol 0,06 mM en un rango de concentraciones del compuesto. La reacción en cada uno de los pocillos de una placa para microtitulación de 96 pocillos se inició mediante el agregado del sustrato

dihidroorotato, concentración final de 1,0 mM y volumen final de 200 µl, las concentraciones de DMSO en la reacción son 0,1%. Los progresos de la cinética de reacción se monitorean a 300nm o 600mn usando un lector de microplacas.

Para investigar el modo de acción, también se ensayarán los compuestos herbicidas (los cuales, en el caso de 'procidas', incluyen sus derivados activos) que son de interés para una o ambas partes y que exhiben una inhibición relativamente débil de una cualquiera de un conjunto dado de enzimas DHOD vegetales (que serán seleccionadas por el equipo del proyecto Gnome dentro de los ciento veinte (120) días de la Fecha de Inicio del Proyecto) en relación a un estándar de unión fuerte (que será seleccionado por el equipo del proyecto Gnome dentro de los ciento veinte (120) días de la Fecha de Inicio del Proyecto) de manera que sus valores de IC_{50} se encuentren en un rango de hasta 1000 veces mayor respecto al del estándar para dejar poco claro si la actividad herbicida de interés está ligada o no a la inhibición de DHOD. Se establecerá la respuesta a la dosis para la inhibición del crecimiento de plántulas o células de planta en cultivo estéril por dichos compuestos y aquellos con modo de acción de DHOD definidos como aquéllos en donde el agregado de uno o más de ácido orótico, UMP o CMP en un rango de

dosificación basado en las plántulas o células de planta que serán seleccionados dentro de los ciento veinte (120) días de la Fecha de Inicio del Proyecto al medio desplace de manera significativa la respuesta a la dosis hacia la derecha. Cualquier caso que permanezca difícil de resolver será referido al equipo directivo para obtener orientación sobre las acciones a seguir.

Bienes de PI Propios:

Solicitudes de patentes y propuestas de DuPont incluidas en los bienes de PI Propios:

1.	BA9557WOPCT
2.	BA9567USPSP
3.	BA9577USPSP
4.	BA9581USPSP
5,	BA9582USPSP
6,	BA9585USPSP
7,	BA9586USPSP
8	Propuesta de patente BA9591
9	BA9595USPSP
10	Propuesta de patente BA9596: Rasgos de tolerancia
11	Propuesta de patente BA9597; ARNi herbicida

Solicitudes de patentes y propuestas de Syngenta incluidas en los bienes de PI Propios: N/A

[…]

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Dr. Kathleen A. Shelton
Director, Global R&D

DuPont Crop Protection
Stine-Haskell Research Center
1090 Elkton Road
Newark, DE 19711

August 12, 2015

Camilla Corsi, Head Chemical Research
Syngenta Crop Protection AG
Schwarzwaldallee 215
4058 Basel
Switzerland

Re: Amendment 1 - Collaboration Agreement for Herbicide Compounds

Dear Camilla:

Syngenta Crop Protection AG ("Syngenta") and E. I. du Pont de Nemours and Company ("DuPont") entered a Collaboration Agreement for Herbicide Compounds dated June 10, 2015 (the "Agreement"), and initiated Project Gnome under the Agreement on June 10, 2015.

Project Gnome is a Single Contributor Lead Area Project directed to herbicides having pyrimidine biosynthesis MOA and dihydroorotate dehydrogenase site of action as described in Schedule A of the Agreement ("Schedule A"). Syngenta has identified under Section 1.1(v) of the Agreement that it has a Non-Herbicide Pesticide Chemical program directed to the DHOD mode of action and each Party herby agrees that work on DHOD Non-Herbicide Pesticide Chemical (as defined below) is outside the scope of Project Gnome.

Each party desires to amend the Agreement as follows:

1) Article 1 is amended to include the following definition:

rr) "DHOD Non-Herbicide Pesticide Chemical" means a Non-Herbicide Pesticide Chemical having pyrimidine biosynthesis MOA and dihydroorotate dehydrogenase site of action as described in Schedule A (Project Gnome).

2) Section 6.3 is added to the Agreement:

6.3 Project Gnome Special Provisions. Notwithstanding anything to the contrary in Sections 3.2 (a), 6.1 and 6.2 of this Agreement, further to the provision in Section 3.3(a), 3.3(b), 3.4 and 5.5, and Article 4 of this Agreement, each Party agrees as follows:

(a) Each Party is permitted to independently carry out research, development and commercialization of DHOD Non-Herbicide Pesticide Chemicals ("Permitted DHOD Activities").

(b) Each Party can use Project Gnome information in conducting Permitted DHOD Activities and broadly share information concerning the Permitted DHOD Activities within its R&D organization. In addition, each Party is permitted to have open dialogue and communication between people working for that Party on Project Gnome and people working for that Party on Permitted DHOD Activities.

(c) If someone working on Project Gnome for a first Party shares information concerning the first Party's DHOD Non-Herbicide Pesticide Chemical (including any information derived therefrom) with a person working for a second Party on Project Gnome (e.g., structures, biological testing data, physical chemistry data, environmental safety data, human safety data, biochemistry, target site, resistance, kinetics, modeling and protein crystal structures, environmental and biological fate data, process chemistry, and formulations, etc.), that information can be used freely by the second Party under the Agreement in support of Project Gnome. Each Party recognizes that this information and Project Gnome information derived from such information can then be used by either Party as described in Section 6.3 (b).

(d) Each Party will retain ownership of its intellectual property pertaining to DHOD Non-Herbicide Pesticide Chemicals and makes no commitment to license any Patents (other than Patents constituting Background IP or Project IP) for making, having made, using, selling, offering for sale, importing or exporting DHOD Non-Herbicide Pesticide Chemicals under the this Agreement. In addition, nothing in this Agreement commits either Party to license any Patents identified as Background IP or any Patents filed pursuant to Section 4.2 of this Agreement for use in making, having made, using, selling, offering for sale, importing or exporting DHOD Non-Herbicide Pesticide Chemicals.

Please confirm your agreement with the foregoing by signing where indicated below and returning one executed copy to my attention.

Very truly yours,

Kathleen Shelton
Director, Global Technology, Crop Protection
E. I. du Pont de Nemours and Company

Acknowledged & Agreed:

Syngenta Crop Protection AG

By: _____
Camilla Corsi, Head Chemical Research

By: _____
Laura Westby, Associate General Counsel

TRADUCCIÓN

12 de agosto de 2015

Señora Camilla Corsi, Jefa de Investigación de Sustancias Químicas,

Syngenta Crop Protection AG

Schwarzwaldallee 215

4058 Basilea

Suiza

Referencia: Primera Modificación - Contrato de Colaboración para Compuestos Herbicidas

Estimada Camilla:

Syngenta Crop Protection AG (en adelante, "Syngenta") y E. I. du Pont de Nemours and Company (en adelante "DuPont") celebraron un Contrato de Colaboración para Compuestos Herbicidas con fecha 10 de junio de 2015 (el "Contrato") e iniciaron el Proyecto Gnome en virtud del Contrato del 10 de junio de 2015.

El Proyecto Gnome es un Proyecto de Área Lider de Contribuyente Único dirigido a herbicidas que tienen un MOA de biosíntesis de pirimidina y un sitio de acción de dihidroorotato deshidrogenasa como se describe en el Anexo A del Contrato ("Anexo A"). Syngenta ha establecido en virtud del Inciso 1.l(v) del Contrato que tiene un programa de Sustancia Química Plaguicida-No-Herbicida dirigido al modo de acción DHOD y cada Parte por el presente conviene

que trabajar en la Sustancia Química Plaguicida-No-Herbicida DHOD (como se define a continuación) está fuera del alcance del Proyecto Gnome.

Cada parte desea modificar el Contrato de la siguiente manera:

1) La Cláusula 1 se modifica para incluir la siguiente definición:

rr) "Sustancia Química Plaguicida-No-Herbicida DHOD" es una Sustancia Química Plaguicida-No-Herbicida que tiene un MOA de biosíntesis de pirimidina y un sitio de acción de dihidroorotato deshidrogenasa como se describe en el Anexo A (Proyecto Gnome).

2) Se añade al Contrato el Inciso 6.3:

6.3 Disposiciones especiales del Proyecto Gnome

Sin perjuicio de cualquier disposición en contrario en los Incisos 3.2 (a), 6.1 y 6.2 de este Contrato, además de lo dispuesto en los Incisos 3.3 (a), 3.3 (b), 3.4 y 5.5, y la Cláusula 4 de este Contrato, cada Parte conviene lo siguiente:

(a) Se permite a cada Parte llevar a cabo de forma independiente la investigación, el desarrollo y la comercialización de Sustancias Químicas Plaguicidas-No-Herbicidas DHOD ("Actividades DHOD Permitidas").

(b) Cada Parte puede utilizar la información del Proyecto Gnome para realizar las Actividades DHOD

Permitidas y compartir ampliamente información sobre las Actividades DHOD Permitidas dentro de su división de I+D. Además, a cada Parte se le permite mantener canales de diálogo y comunicación abiertos entre las personas que trabajan para esa Parte en el Proyecto Gnome y las personas que trabajan para esa Parte en las Actividades DHOD Permitidas.

(c) Si una persona que trabaja en el Proyecto Gnome para una primera Parte comparte información sobre la Sustancia Química Plaguicida-No-Herbicida DHOD de la primera Parte (incluida la información derivada de la misma) con una persona que trabaja para una segunda Parte en el Proyecto Gnome (por ejemplo, estructuras, datos de pruebas biológicas, datos de sustancias químicas, datos de seguridad ambiental, datos de seguridad humana, bioquímica, sitio blanco, resistencia, cinética, modelado y estructuras cristalinas de proteínas, datos de destino biológico y ambiental, química de procesos y formulaciones, etc.), esa información puede ser utilizada libremente por la segunda Parte en virtud del Contrato en apoyo del Proyecto Gnome. Cada Parte reconoce que esta información y la información del Proyecto Gnome derivada de dicha información puede ser utilizada por las Partes como se describe en el Inciso 6.3 (b).

(d) Cada Parte conservará la titularidad de su

propiedad intelectual relacionada con las Sustancias Químicas Plaguicidas-No-Herbicidas DHOD y no se comprometerá a otorgar licencias de patentes (aparte de las patentes que constituyen la PI Propia o la PI del Proyecto) para elaborar, usar, vender, ofrecer para la venta, importar o exportar Sustancias Químicas Plaguicidas-No-Herbicidas DHOD en virtud del presente Contrato. Además, nada en este Contrato compromete a ninguna de las Partes a otorgar licencias de Patentes identificadas como PI Propia o cualquier Patente presentada de conformidad con el Inciso 4.2 de este Contrato para su uso en la elaboración, uso, venta, oferta para la venta, importación o exportación de Sustancias Químicas Plaguicidas-No-Herbicidas DHOD.

Confirme su conformidad con lo anterior firmando donde se indica a continuación y envíe una copia a mi atención.

Atentamente.

[Firmado, ilegible] Kathleen Shelton

Directora de Tecnología Global - Protección de Cultivos

E. I. du Pont de Nemours and Company

Recibido y aceptado:

Syngenta Crop Protection AG

Por: [Firmado, ilegible] Camilla Corsi, Jefa de Investigación de Sustancias Químicas

Por: [Firmado, ilegible] Laura Westby, Apoderada General Asociada

AMENDMENT 2
TO THE
COLLABORATION AGREEMENT FOR HERBICIDE COMPOUNDS

THIS AMENDMENT 2 TO THE COLLABORATION AGREEMENT FOR HERBICIDE COMPOUNDS is made and entered into as of the 1st of November, 2016 ("Amendment Effective Date"), between Syngenta Crop Protection AG, a corporation organized and existing under the laws of Switzerland, with its principal place of business at Schwarzwaldallee 215, CH-4058 Basel, Switzerland ("Syngenta") and E. I. du Pont de Nemours and Company, a corporation organized under the laws of the State of Delaware, with a place of business at Chestnut Run Plaza Building 720, 974 Centre Road, Wilmington, DE 19805, through its Crop Protection business ("DuPont"), each referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, DuPont and Syngenta entered into a Collaboration Agreement for Herbicide Compounds ("Agreement"), with an Effective Date of June 10, 2015, as it has been amended and supplemented from time to time (the "Agreement"), and have been carrying out Project Gnome (as set forth in Schedule A of the Agreement) under the terms of the Agreement;

WHEREAS, the Parties wish to extend the Term and extend the Collaboration Agreement to cover the portions of early stage development work being conducted as set forth herein, in addition to other amendments to the Agreement.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. The first, third and fourth "Whereas" clauses are replaced in their respective entirety and revised as follows:

   WHEREAS, *Syngenta and DuPont each develop, manufacture and sell herbicides, and are in the process of early stage evaluation, pre-development and early stage development of substances that may be effective as herbicides in the future ("Candidate Herbicides");*

   WHEREAS, *Syngenta and DuPont both acknowledge the substantial investment and risk associated with the early stage evaluation, pre-development and early stage development of new Candidate Herbicides, and both acknowledge that the cooperation contemplated in this Agreement may substantially increase the potential effectiveness of their evaluation and pre-development activities, and enable the Parties to more quickly and efficiently research and develop new Candidate Herbicides, share or lower the risk associated with, investments in such evaluation, pre-development and early stage development, and potentially bring more herbicide products to the market;*

   WHEREAS, *Syngenta and DuPont desire to enter into an arrangement in which Syngenta and DuPont will work together to pre-develop, early stage develop and assess certain herbicide candidates in furtherance of the Purpose (all capitalized terms are defined below).*

2. The definitions of "Project" is amended and shall read as follows:

   dd) "Project" means a research, pre-development and early-stage development project to study and develop herbicides within a Candidate Herbicide Lead Area carried out pursuant to the term of this Agreement, where such Projects are identified in Schedules to

this Agreement, the first two of which shall be described in Schedules A and B, which will be executed at the time of this Agreement or shortly thereafter, and where such additional projects may be added by mutual Agreement of the Parties through amendment of this Agreement to include a schedule describing the Project.

3. The following definitions are added to the Agreement:

ss) *"Development Lead"* means an employee of one of the Parties as described in Section 2.8.

tt) *"Development Team" means a team as described in Section 2.8.*

uu) *"Mixture" means a composition comprising two or more pesticidally active ingredients in biologically effective amounts, where at least one of the pesticidally active ingredients is an herbicide covered by one or more Patents that claims Background IP or Project IP. For the purposes of this definition only, a "pesticidally active ingredients" shall mean any insecticides, fungicides, nematicides, bactericides, acaricides, herbicides, safeners, biopesticides, growth regulators and enhancers such as insect molting inhibitors and rooting stimulants, chemosterilants, semiochemicals, repellents, synergists, feeding stimulants, biologicals, nutrients, fertilizers or other biologically active compounds or agents. For the avoidance of doubt, specifically included are any other pesticidally active ingredients including plants having pesticidal traits.*

vv) *"Proprietary Mixture" means a Mixture comprising at least one pesticidally active ingredient that is claimed in one or more active patents of a Party or its Affiliate(s) (including those Patents acquired after the Effective Date and Patents of Affiliate(s) that become an Affiliate after the Effective Date). Specifically excluded from Proprietary Mixtures are mixtures consisting only of pesticidally active ingredients that are off-patent in combination with a pesticidally active ingredient that is an herbicide covered by one or more patents that claim Background IP or Project IP. For the avoidance of doubt, a Mixture shall no longer be Proprietary Mixture in a given country once both (a) there are no active patents of a Party or its Affiliate(s) that claim the pesticidally active ingredient(s)in the country, and (b) there is no active general patent claim of a Party or its Affiliate(s) in the country generically covering the Proprietary Mixture.*

4. Article is renamed: **"ARTICLE 2 – RESEARCH, PRE-DEVELOPMENT AND EARLY-STAGE PHASES"** and Sections 2.1 and 2.2 are amended as follows:

2.1 *Projects and Costs. Syngenta and DuPont shall use reasonable efforts and co-operate in conducting Projects in order to achieve the Purpose, in accordance with the responsibilities and obligations as set forth in this Agreement, including all attachments. Each Party, at its own expense (unless otherwise agreed in writing by the Steering Team), shall use reasonable efforts to carry out research, pre-development and early-stage development activities and complete any specific part of the Projects assigned to it by mutual agreement of the teams as further described below; provided, however, it is understood that for efficiency of early stage development (a) the Steering Team shall have the discretion to use cash payments an alternative to balancing of workloads, (b) it may be advantageous to have one Party hire others (e.g., contractors) to carry out certain work and then*

obtain partial reimbursement from the other Party, and (c) that the costs of Patent filing, prosecution and maintenance pertaining to Single Contributor Lead Area Projects shall be considered in balancing of workloads and expenses. The Parties will coordinate work and payments in a manner reasonably agreed to achieve an equitable balance of costs and contributions.

2.2 *Project Scope. It is understood by each Party that the work carried out pursuant to the Projects is aimed at early stage research, pre-development and early-stage development, including appropriate trials prior to a commercialization decision of an herbicide(s) within a Candidate Herbicide Lead Area and that a further agreement will be required to continue with any commercial collaboration as described further in Article 5.*

5. Section 2.4 is amended to include subsection (h), which reads as follows:

(h) The Steering Team (i) shall have the discretion to use cash payments an alternative to balancing of workloads and expenses, (ii) may decide to have one Party hire others (e.g., contractors) to carry out certain work and then obtain partial reimbursement from the other Party, and (iii) shall consider costs of Patent filing, prosecution and maintenance pertaining to Single Contributor Lead Area Projects (e.g., Project Gnome) in balancing of workloads and expenses.

6. Section 2.7 (f) is hereby amended and replaced in its entirety as follows:

(f) A Party may replace a Project Team Leader, Development Leader, Umbrella Leader, or a member of either a Project Team or Development Team upon written notification to the other Party.

7. Sections 2.8 and 2.9 are added and shall read as follows:

2.8. Project Gnome Early-Stage Development

(a) *The Parties hereby agree to carry out work on Project Gnome pertaining to rice herbicide(s) into early stage development in accordance with Schedule A. The Parties agree that early stage development work may be extended to other crops by unanimous agreement of the Steering Team. The Steering Team and its members shall have similar responsibilities for the early stage development work as with respect to research and pre-development work, as described in Section 2.4.*

(b) *The Parties shall appoint a representative as the Development Lead to carry out the early stage development work of a Candidate Herbicide will be designated by each Party. The Development Leads shall have similar responsibilities for the early stage development work as the Umbrella Leads have for research and pre-development work, as described in Section 2.5 (a) (i)-(v) and (vii), and Section 2.6 (j). Initially the Development Leads shall be Mark Holiday for DuPont and Michel Albrecht for Syngenta.*

(c) *The Parties shall appoint representative(s) to one or more Development Team(s) to carry out the early stage development work as agreed by the Steering Team. The Development Team(s) shall have similar responsibilities for the early stage development work as the Project Teams have for research and pre-development work, as described in Section 2.6 (b)-(h).*

2.9 Mixtures. Neither Party shall be required to share information concerning Mixtures, such as its plans or intentions regarding Mixtures. However, any information shared concerning Mixtures will be governed by the terms of the Agreement.

8. Section 4.4 is added to the Agreement and shall read as follows:

4.4 Mixtures. Notwithstanding the provisions of Section 4.1, (a) either Party or its respective Affiliate(s) shall be permitted to file Patents directed to its Proprietary Mixtures and (b) neither Party nor its Affiliate(s) shall have any rights to make, use or sell Proprietary Mixture(s) of the other Party or its Affiliate(s) under claims to Mixtures in any Patents governed by this Agreement. To the extent that a Party or its Affiliate(s) files a Patent claiming a Proprietary Mixture and it contains a claim that covers Mixtures other than the Party's or its Affiliate's Proprietary Mixtures, then the other Party is hereby granted rights under the patent in a manner consistent with the terms of this Agreement, including the Commercialization provisions of Article 5.

9. Sections 7.1 and 7.2 are hereby amended and replaced in their entirety as follows:

7.1 Term. Unless earlier terminated under Section 7.2 of this Agreement, the Term of this Agreement shall be for a period beginning on the Effective Date and running through May 31, 2019. The Term of this Agreement may be extended upon mutual written consent by duly authorized representatives of both Parties.

7.2 Termination.

a) This Agreement and any Project may be terminated by either Party upon thirty (30) days prior written notice to the other Party upon material breach by the other Party. Upon such termination the Project Teams will promptly meet to complete documentation of work carried out prior to termination.

b) After June 1, 2017, either Party may terminate this Agreement after three (3) months advanced written notice to the other Party. Upon such termination the Project Teams will promptly meet and/or confer to complete documentation of work carried out prior to termination. Upon termination under this Section 7.2 the Parties shall proceed under the provisions of Article 5 and the date of the termination notice shall constitute the Decision Date for determining the periods specified in Section 5.3.

10. No Additional Changes. Except as amended by this Amendment, all other provisions of the Agreement remain unmodified and in full force and effect. For the avoidance of doubt, the provisions of this Amendment 2 do not apply to Project Marlin, which was previously terminated under the provisions of the Project Marlin Termination Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement and have entered into it as of the Effective Date.

SYNGENTA CROP PROTECTION AG

By: _____

Printed Name: **David Scott**

Title: **Head 3rd Party Relations**

14th December 2016

SYNGENTA CROP PROTECTION AG

By: _____

Printed Name: Laura A. Westby

Title: Associate General Counsel

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____

Printed Name: KATHLEEN SHELTON

Title: Director Global Technology Crop Protection

TRADUCCIÓN

SEGUNDA MODIFICACIÓN AL CONTRATO DE COLABORACIÓN PARA COMPUESTOS DE HERBICIDAS

LA PRESENTE SEGUNDA MODIFICACIÓN AL CONTRATO DE COLABORACIÓN PARA COMPUESTOS HERBICIDAS se celebra el 1 de noviembre de 2016 (la "Fecha de Entrada en Vigencia de la Modificación") entre Syngenta Crop Protection AG, una sociedad anónima constituida y existente en virtud de las leyes de Suiza, con sede social en Schwarzwaldallee 215, CH-4058 Basilea, Suiza (en adelante, "Syngenta") y E. I. du Pont de Nemours and Company, una sociedad anónima constituida en virtud de las leyes del Estado de Delaware, con sede social en Chestnut Run Plaza Building 974 Centre Road, Wilmington, Delaware 19805, a través de su división Protección de Cultivos (en adelante, "DuPont"), cada una denominada individualmente "Parte" y colectivamente las "Partes".

ANTECEDENTES

DuPont y Syngenta celebraron un Contrato de Colaboración para Compuestos Herbicidas (el "Contrato"), con Fecha de Entrada en Vigencia el 10 de junio de 2015, según ha sido modificada y complementada (el "Contrato"), y han estado trabajando en el Proyecto Gnome (como se establece en el Anexo A del Contrato) según las condiciones del Contrato; Las Partes desean prorrogar la Duración y ampliar el

Contrato de Colaboración para cubrir las partes del trabajo de desarrollo en etapa inicial que se están realizando como se establece en el presente, además de otras modificaciones del Contrato.

Por lo tanto, las Partes convienen modificar el Contrato de la siguiente manera:

1. Los "Párrafos" primero, tercero y cuarto se reemplazan en su totalidad y quedan redactados de la siguiente manera:

Syngenta y DuPont desarrollan, fabrican y venden herbicidas, y se encuentran en el proceso de evaluación en etapa inicial, desarrollo previo y desarrollo en etapa inicial de sustancias que pueden ser eficaces como herbicidas en el futuro ("Herbicidas Candidatos");

Syngenta y DuPont reconocen la inversión y el riesgo sustanciales asociados con la evaluación de etapa inicial, desarrollo previo y desarrollo en etapa inicial de nuevos Herbicidas Candidatos, y ambas reconocen que la cooperación contemplada en este Contrato puede aumentar sustancialmente la potencial eficacia de sus actividades de evaluación y desarrollo previo y permitir que las Partes investiguen y desarrollen nuevos Herbicidas Candidatos de manera más rápida y eficiente, compartan o reduzcan el riesgo asociado con las inversiones en dicha evaluación, desarrollo previo y desarrollo en etapa inicial y potencialmente presenten más productos herbicidas en el mercado;

Syngenta y DuPont desean celebrar un acuerdo en el que Syngenta y DuPont trabajarán juntas para desarrollar previamente, desarrollar en etapa inicial y evaluar ciertos herbicidas candidatos en cumplimiento del Objeto (todos los términos en mayúsculas se definen a continuación).

2. Se modifican las definiciones de "Proyecto" y quedarán redactadas de la siguiente manera:

dd) "Proyecto" es un proyecto de investigación, desarrollo previo y desarrollo en etapa inicial para estudiar y desarrollar herbicidas dentro de un Área Líder de Herbicidas Candidatos de conformidad con las condiciones de este Contrato, donde dichos Proyectos se identifican en los Anexos de este Contrato, los dos primeros se describen en los Anexos A y B, que se celebrarán al mismo tiempo que este Contrato o poco después, y donde dichos proyectos adicionales podrán agregarse por mutuo acuerdo de las Partes mediante la modificación de este Contrato para incluir un anexo que describa el Proyecto.

Las siguientes definiciones se añaden al Contrato:

ss) "Líder de Desarrollo" es un empleado de una de las Partes como se describe en el Inciso 2.8.

tt) "Equipo de Desarrollo" es un equipo como se describe en el Inciso 2.8.

uu) "Mezcla" es una composición que comprende dos o más ingredientes activos como plaguicidas en cantidades

biológicamente efectivas, donde al menos uno de los ingredientes activos del plaguicida es un herbicida protegido por una o más Patentes que reivindican la PI Propia o la PI del Proyecto. Únicamente para los fines de esta definición, un "ingrediente activo como plaguicida" es un plaguicida, fungicida, nematicida, bactericida, acaricida, herbicida, protector, biopesticida, regulador y potenciador del crecimiento, como inhibidores de la muda de insectos y estimulantes del enraizamiento, quimioesterilizantes, semioquímicos, repelentes, sinergistas, estimulantes de la alimentación, productos biológicos, nutrientes, fertilizantes u otros compuestos o agentes biológicamente activos. Para evitar dudas, se incluye específicamente cualquier otro ingrediente activo como plaguicida, incluidas las plantas que tienen rasgos plaguicidas.

vv) "Mezcla Patentada" es una Mezcla que comprende al menos un ingrediente activo como plaguicida que se reivindica en una o más patentes vigentes de una Parte o su(s) Filial(es) (incluidas las Patentes adquiridas después de la Fecha de Entrada en Vigencia y las Patentes de la(s) Filial(es) que se convierte(n) en Filial después de la Fecha de Entrada en Vigencia). Específicamente excluidas de las Mezclas Patentadas están las mezclas que consisten únicamente eo patentadas en combinación con un ingrediente activo como

plaguicida que es un herbicida protegido por una o más patentes que reivindican la PI Propia o la PI del Proyecto. Para evitar dudas, una Mezcla dejará de ser una Mezcla Patentada en un país determinado una vez que (a) no haya patentes vigentes de una Parte o su(s) Filial(es) que reivindiquen el/los ingrediente(s) activo(s) como plaguicida(s) en el país, y (b) no existe una reivindicación de patente general vigente de una Parte o su(s) Filial(es) en el país que proteja genéricamente la Mezcla Patentada.

[…]

7. Se añaden los incisos 2.8 y 2.9 y quedarán redactados de la siguiente manera:

2.8. *Desarrollo en Etapa Inicial del Proyecto Gnome*

(a) *Por el presente, las Partes convienen llevar a cabo el trabajo en el Proyecto Gnome relacionado con los herbicidas para arroz en su etapa inicial de desarrollo de acuerdo con el Anexo A. Las Partes convienen que el trabajo de desarrollo en la etapa inicial puede extenderse a otros cultivos por acuerdo unánime del Grupo Directivo. El Grupo Directivo y sus miembros tendrán responsabilidades similares para el trabajo de desarrollo* de la etapa inicial que con respecto al trabajo de investigación y desarrollo previo, como se describe

en el Inciso 2.4.

(b) *Las Partes designarán a un representante como Líder de Desarrollo para llevar a cabo el trabajo de desarrollo de la etapa inicial de un Herbicida Candidato que será designado por cada Parte. Los Líderes de Desarrollo tendrán responsabilidades similares para el trabajo de desarrollo de etapa inicial que las que tienen los Coordinadores Generales para el trabajo de investigación y desarrollo previo, como se describe en el Inciso 2.5 (a) (i)-(v) y (vii), y el Inciso 2.6 (j). Inicialmente, los Líderes de Desarrollo serán Mark Holiday para DuPont y Michel Albrecht para Syngenta.*

(c) *Las Partes designarán representante(s) para uno o más Equipos de Desarrollo para llevar a cabo el trabajo de desarrollo de la etapa inicial según lo acordado por el Grupo Directivo. El/los Grupo(s) Directivo(s) tendrá(n) responsabilidades similares para el trabajo de desarrollo de la etapa inicial que los Equipos del Proyecto tienen para el trabajo de investigación y desarrollo previo, como se describe en el Inciso 2.6(b)-(h)*

2.9 *Mezclas. Ninguna de las Partes estará obligada a compartir información sobre las Mezclas, como sus planes o*

intenciones con respecto a las Mezclas. Sin embargo, la información compartida sobre las Mezclas se regirá por las condiciones del Contrato.

8. Se añade al contrato el Inciso 4.4 y quedará redactado de la siguiente manera:

4.4 Mezclas. Sin perjuicio de lo dispuesto en el Inciso 4.1, (a) cualquiera de las Partes o sus respectivas Filiales podrán presentar Patentes dirigidas a sus Mezclas Patentadas y (b) ninguna de las Partes ni sus Filiales tendrán derecho alguno de fabricar, usar o vender Mezclas Patentadas de la otra Parte o su(s) Filial(es) en virtud de reivindicaciones de Mezclas en cualquiera de las Patentes regidas por este Contrato. En la medida en que una Parte o su(s) Filial(es) presente(n) una Patente que reivindique una Mezcla Patentada y contenga una reivindicación que proteja Mezclas distintas de las Mezclas Patentadas de la Parte o de su Filial, a la otra Parte se le conceden derechos en virtud de la patente de manera compatible con las condiciones de este Contrato, incluidas las disposiciones de Comercialización de la Cláusula 5.

[…]

10. Cambios. Excepto las modificaciones introducidas por esta Modificación, todas las demás disposiciones del Contrato permanecen sin modificaciones y en pleno vigor y efecto. Para evitar dudas, las disposiciones de esta

Segunda Modificación no se aplican al Proyecto Marlin, que se extinguió previamente en virtud de las disposiciones del Contrato de Extinción del Proyecto Marlin.

En testimonio de lo cual, las Partes celebran el presente Contrato en la Fecha de Entrada en Vigencia.

SYNGENTA CROP PROTECTION AG

Por: [Firmado, ilegible]

Nombre impreso: David Scott

Cargo: Jefe de Relaciones con Terceros

14 de diciembre de 2016

E. I. DU PONT DE NEMOURS AND COMPANY

Por: [Firmado, ilegible]

Nombre impreso: Kathleen Shelton

Cargo: Directora de Tecnología Global - Protección de Cultivos

SYNGENTA CROP PROTECTION AG

Por: [Firmado, ilegible]

Nombre impreso: Laura Westby

Cargo: Apoderada General Asociada

AMENDMENT 3 TO THE COLLABORATION AGREEMENT FOR HERBICIDE COMPOUNDS

THIS AMENDMENT 3 TO THE COLLABORATION AGREEMENT FOR HERBICIDE COMPOUNDS is made and entered into as of the 1st of August, 2017, between Syngenta Crop Protection AG, a corporation organized and existing under the laws of Switzerland, with its principal place of business at Schwarzwaldallee 215, CH-4058 Basel, Switzerland ("Syngenta") and E. I. du Pont de Nemours and Company, a corporation organized under the laws of the State of Delaware, with a place of business at Chestnut Run Plaza Building 720, 974 Centre Road, Wilmington, DE 19805, through its Crop Protection business ("DuPont"), each referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, DuPont and Syngenta entered into a Collaboration Agreement for Herbicide Compounds ("Agreement"), with an Effective Date of June 10, 2015, as it has been amended and supplemented from time to time (the "Agreement"), and have been carrying out Project Gnome (as set forth in Schedule A of the Agreement) under the terms of the Agreement;

WHEREAS, the Parties extended the Term and extended the Collaboration Agreement to cover the portions of early stage development work being conducted as set forth in Amendment 2 to the Agreement dated November 1, 2016;

WHEREAS, DuPont recently announced that the assets pertaining to the Agreement are going to be acquired by FMC Corporation in the fourth quarter of 2017 and Syngenta has consented to such assignment (the "FMC Transaction") and Syngenta has been acquired by ChemChina, and therefore the Parties have determined that it would be inappropriate to negotiate a Definitive Agreement until both those transactions are completed;

WHEREAS, DuPont and Syngenta contemplate that Project Gnome early stage development work described in the Agreement will encompass Syngenta promoting Project Gnome to Syngenta's "Stage 2" and desire to amend certain terms of the Agreement if Project Gnome is so promoted;

WHEREAS, it is understood that DuPont completes the FMC Transaction the provisions of this Agreement shall apply to FMC Corporation or its designated Affiliate as DuPont's successor and therefore reference to DuPont terminating the Agreement herein shall be understood to include DuPont's successor terminating the Agreement;

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. This Amendment 3 shall only become effective upon both (a) Syngenta promoting TVE29 to Syngenta's Stage Gate 2 pursuant to Syngenta's Stage Gate criteria on or before December 31, 2017, and (b) the Parties unanimously approving by vote of the Steering Team of Syngenta's Advanced Stage Gate Activities pertaining to developing TVE29 for use on rice in the 2018 Project Gnome research and development plan.

2. Section 1.1 is amended by adding the following definitions to the Agreement:

   ww) *"Reimbursement Triggering Event" shall mean:*

   (1) DuPont terminating the Agreement pursuant to provisions of Section 7.2(b) of this Agreement and then continuing to carry

out commercialization of TVE29 on its own as described in Section 5.4(b); or

(2) DuPont proceeding with commercialization of TVE29 on its own pursuant to Section 5.4(b) after the Parties are unable to reach a Definitive Agreement under 5.3(b).

For the avoidance of doubt, DuPont discontinuing work under Sections 5.4(a) o terminating under Section 7.2(a), Syngenta discontinuing work under Section 5.4(a) (even if DuPont then continues development and commercialization of TVE29 on its own) or terminating under Sections 7.2(a) or (b), or the Parties jointly terminating development and commercialization under Section 5.5 shall not be considered a "Reimbursement Triggering Event."

xx) "Trigger Date" means the date of a Reimbursement Triggering Event.

yy) "Advanced Stage Gate Activities" shall mean, after Syngenta advances TVE29 to Syngenta's Stage Gate 2 pursuant to Syngenta's Stage Gate criteria, Syngenta carrying out such Stage Gate 2 or 3 activities during 2017 and 2018 (but only activities carried out prior to any effective date of a termination) as agreed to in advance by unanimous vote of the Steering Committee in the revised 2017 and the 2018 Project Gnome research and development plans (as may be amended from time-to-time by approval of the Steering Team) pertaining to developing TVE29 for use on rice.

zz) "Reimbursable Expenses" shall mean expenses for Advanced Stage Gate Activities approved in advance by unanimous vote of the Steering Team, which shall only include: (1) actual payments to a Third Party for work actually carried out during 2017 and 2018 prior to the effective date of termination, the full results of which have been promptly provided to and assigned to DuPont, (2) internal Syngenta Advanced Stage Gate Activities costs of work actually carried out (during 2017 and 2018 and prior to the effective date of termination) in accordance with the revised 2017 plan and the 2018 plan approved by the Steering Team, the full results of which have been promptly provided to and assigned to DuPont, and (3) cash payments actually made by Syngenta to DuPont pursuant to Section 2.1, second sentence, item (a) or Section 2.4(h)(i) for items that would otherwise constitute Reimbursable Expenses under parts (1) or (2) of this sentence. No other expenses or costs (e.g., costs and expenses as described in Section 2.7(b) or costs pertaining to mixtures) shall be considered "Reimbursable Expenses." In addition, any reimbursements by DuPont of the type described in Section 2.1, second sentence, item (b), Section 2.4 (h)(ii), or similar reimbursements or payments by DuPont shall be subtracted when calculating Reimbursable Expenses. For the avoidance of doubt, (x) Reimbursable Expenses shall not include any costs or expenses incurred after the effective date of any termination (except as approved in writing by DuPont), (y) Reimbursable Expenses for

Syngenta's internal work shall be calculated using the costs and expenses described in the revised 2017 and the 2018 Project Gnome R&D plans, but only for work actually carried out.

aaa) "Proprietary Formulation Patent" shall mean a Patent with claims directed to new, patentable inventions in Formulation Technology and which is not focussed solely on formulations of a herbicide(s) covered by one or more Patents that claims Background IP or Project IP or a Mixture(s). Such a Formulation Patent may describe and claim a herbicide(s) covered by one or more Patents that claims Background IP or Project IP or a Mixture(s), so long as the broadest claims of the Patent as filed are focussed on new, patentable Formulation Technology applicable generally to pesticides or new, patentable Formulation Technology in combination with a broad class of herbicides or other pesticidally active ingredients.

bbb) "Formulation Technology" shall mean formulations selected from an emulsion concentrate (EC), a suspension concentrate (SC), a suspo-emulsion (SE), a capsule suspension (CS), a water dispersible granule (WG), an emulsifiable granule (EG), an emulsion, water in oil (EO), an emulsion, oil in water (EW), a micro-emulsion (ME), an oil dispersion (OD), an oil miscible flowable (OF), an oil miscible liquid (OL), a soluble concentrate (SL), an ultra-low volume suspension (SU), an ultra-low volume liquid (UL), a technical concentrate (TK), a dispersible concentrate (DC), a wettable powder (WP), a soluble granule (SG), or any other technically feasible formulation type in combination with at least one agriculturally acceptable excipient and one or more pesticidally active ingredient (as defined with respect to "Mixture"), as well as the methods and excipients used in order to produce a formulation.

3. Section 4.5 is added to the Agreement and shall read as follows:

   4.5 <u>Proprietary Formulation Patent(s)</u>. Notwithstanding the provisions of Section 4.1, (a) either Party or its respective Affiliate(s) shall be permitted to file Proprietary Formulation Patents and (b) neither Party nor its Affiliate(s) shall have any rights to make, use or sell products covered by the Proprietary Formulation Patents of the other Party or its Affiliate(s) under this Agreement. For the avoidance of doubt, Proprietary Formulation Patents shall not be considered Patents covered by this Agreement and thus Section 4.3 shall not apply to such Formulation Patents.

4. Section 5.6 is amended by adding the following sentence at the end:

   Valuation shall also take into account any payment made by DuPont to Syngenta pursuant to Section 5.9.

5. Section 5.9 is added to the Agreement and shall read as follows:

   5.9 Syngenta Stage 2 Activities

   (a) Notwithstanding Section 2.1, the Parties agree that if (i) Syngenta advances TVE29 for use on rice under Project Gnome to Stage Gate 2 and incurs costs after October 1, 2017 and during 2018 (but prior to the effective date of any termination) for Advanced Stage Gate Activities, upon a Reimbursement Triggering Event DuPont

shall reimburse Syngenta for Reimbursable Expenses by payment to Syngenta within the latter of ninety (90) days of the Triggering Date or sixty (60) day of Syngenta submitting to DuPont a detail invoice of any requested Reimbursable Expenses. Notwithstanding the foregoing, (a) DuPont shall have no obligations under this Section 5.9 if a Definitive Agreement is entered by the Parties and (b) if the Parties enter a Definitive Agreement after DuPont makes a payment pursuant to this Section 5.9, Syngenta shall return the payment to DuPont within thirty (30) days of entry of the Definitive Agreement.

(b) All payments for Reimbursable Expenses shall be made in US dollars. The conversion rate for payments that accrued in another currency shall be the closing mid-rate for US dollars applicable to such transactions as published in the "Wall Street Journal" on the date payment is due. DuPont's total payments for Reimbursable Expenses shall not exceed five million U.S. Dollars ($US 5,000,000) for 2017 and 2018, which shall be pro-rated if the Trigger Date shall occur prior to October 30, 2018.

(c) Syngenta shall keep and require its Affiliates, vendors and consultants, if any, to keep complete and accurate records in sufficient detail to enable DuPont to evaluate the accuracy of any requests for Reimbursable Expenses. Such records shall include, without limitation, financial records, bills of materials, research records, reports and notebooks, meeting notes, memoranda, agreements, books of account and records, receipts evidencing Reimbursable Expenses. The records shall be maintained for a period of five (5) years following submission of the invoice to which such records pertain. DuPont and its representatives shall have the right through a third-party examiner, reasonably acceptable to Syngenta, and following reasonable notice to Syngenta, to examine, during regular business hours, those records that are in the possession or under the control of Syngenta or its Affiliates, vendors and consultants that are deemed by the examiner to be reasonably necessary to audit for accuracy of the requested Reimbursable Expenses, and such records shall be made available for the examiner's inspection. All such records and/or documents shall be provided in their original language and in a readily readable form. The examiner shall agree to terms of confidentiality consistent with this Agreement with respect to any confidential information it receives, provided that such agreement shall not prohibit the examiner from reporting to DuPont any and all findings under the examination or participating in, or aiding DuPont in connection with any proceeding concerning the Reimbursable Expenses. DuPont's rights to examine a set forth herein shall survive termination of the Agreement for a period of three (3) years. In the event the examination report demonstrates that Syngenta has overcharged DuPont for any Reimbursable Expenses Syngenta shall promptly refund the amount due to DuPont and if Syngenta disagrees with such payment amount, DuPont may withhold payments otherwise due Syngenta until the Parties resolve the question of proper Payment.

6. Commercialization Agreement Discussions. Each Party agrees to begin discussions during the first quarter of 2018 concerning a Definitive Agreement for TVE29 for use on rice as described in Sections 5.2 and 5.3.

7. No Additional Changes. Except as amended by this Amendment, all other provisions of the Agreement remain unmodified and in full force and effect. For the avoidance of doubt, the

provisions of this Amendment 2 do not apply to Project Marlin, which was previously terminated under the provisions of the Project Marlin Termination Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement and have entered into it as of the Effective Date.

SYNGENTA CROP PROTECTION AG

By: _____

Printed Name: Laura A. Westby

Title: Associate General Counsel

SYNGENTA CROP PROTECTION AG

By: _____

Printed Name: _____

Title: **David Scott**
Head 3rd Party Relations

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____

Printed Name: John Poughnier

Title: Global Business Director & Hold Separate Manager

TRADUCCIÓN

TERCERA MODIFICACIÓN AL CONTRATO DE COLABORACIÓN PARA COMPUESTOS HERBICIDAS

LA PRESENTE TERCERA MODIFICACIÓN AL CONTRATO DE COLABORACIÓN PARA COMPUESTOS HERBICIDAS se celebra el 1 de agosto de 2017, entre Syngenta Crop Protection AG, una sociedad anónima constituida y existente en virtud de las leyes de Suiza, con sede social en Schwarzwaldallee 215, CH-4058 Basilea, Suiza (en adelante, "Syngenta") y E. I. du Pont de Nemours and Company, una sociedad anónima constituida en virtud de las leyes del Estado de Delaware, con sede social en Chestnut Run Plaza Building 720, 974 Centre Road, Wilmington, Delaware 19805, a través de su división Protección de Cultivos (en adelante, "DuPont"), cada una individualmente "Parte" y colectivamente las "Partes".

CONSIDERANDO

QUE DuPont y Syngenta celebraron un Contrato de Colaboración para Compuestos Herbicidas (el "Contrato"), con Fecha de Entrada en Vigencia el 10 de junio de 2015, según ha sido modificado y complementado (el "Contrato"), y han estado trabajando en el Proyecto Gnome (como se establece en el Anexo A del Contrato) según las condiciones del Contrato;

QUE las Partes prorrogaron la Duración y ampliaron el

Contrato de Colaboración para cubrir las partes del trabajo de desarrollo de etapa inicial que se está realizando según lo establecido en la Segunda Modificación al Contrato de fecha 1 de noviembre de 2016;

QUE DuPont anunció recientemente que los activos relacionados con el Contrato serán adquiridos por FMC Corporation en el cuarto trimestre de 2017 y Syngenta ha dado su consentimiento para dicha cesión (la "Transacción FMC") y Syngenta ha sido adquirida por ChemChina y, por lo tanto, las Partes han determinado que sería inapropiado negociar un Contrato Definitivo hasta que se completen ambas transacciones;

QUE DuPont y Syngenta contemplan que el trabajo de desarrollo de la etapa inicial del Proyecto Gnome descrito en el Contrato abarcará la promoción de Syngenta del Proyecto Gnome a la "Etapa 2" de Syngenta y el deseo de modificar ciertas condiciones del Contrato si el Proyecto Gnome se promociona de esa manera;

QUE se entiende que cuando DuPont complete la Transacción FMC, se aplicarán las disposiciones de este Contrato a FMC Corporation o su Filial designada como sucesora de DuPont y, por lo tanto, la referencia a la rescisión del Contrato por parte de DuPont en el presente se entenderá que incluye la rescisión del Contrato por parte de la sucesora de DuPont;

EN ESTE ACTO, por lo tanto, las Partes convienen modificar el Contrato de la siguiente manera:

[…]

3. Se añade el inciso 4.5 al contrato que quedará redactado de la siguiente manera:

4.5 Patente(s) de Formulación Protegida. No obstante lo dispuesto en el Inciso 4.1, (a) cualquiera de las Partes o su(s) respectiva(s) Filial(es) podrá(n) presentar Patentes de Formulación Protegida y (b) ninguna de las Partes ni su(s) Filial(es) tendrá(n) ningún derecho para fabricar, usar o vender productos protegidos por las Patentes de Formulación Protegida de la otra Parte o su(s) Filial(es) en virtud de este Contrato. Para evitar dudas, las Patentes de Formulación Protegida no se considerarán Patentes abarcadas por este Contrato y, por lo tanto, el Inciso 4.3 no se aplicará a dichas Patentes de Formulación.

[…]

En testimonio de lo cual, las Partes celebran el presente Contrato en la Fecha de Entrada en Vigencia.

SYNGENTA CROP PROTECTION AG

Por: [Firmado, ilegible]

Nombre impreso: Laura Westby

Cargo: Apoderada General Asociada

E. I. DU PONT DE NEMOURS AND COMPANY

Por: [Firmado, ilegible]

Nombre impreso: Sean Pagnier

Cargo: Director de Negocios Globales y Gerente de Desinversiones

SYNGENTA CROP PROTECTION AG

Por: [Firmado, ilegible]

Nombre impreso: David Scott

Cargo: Jefe de Relaciones con Terceros

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT, dated as of November 1, 2017 (this "Agreement"), is by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("Seller"), FMC Corporation, a Delaware corporation ("FMCC"), and FMC Agro Singapore Pte. Ltd, a Singapore corporation ("FMC Singapore" and, together with FMCC, "Purchaser") (each of Seller, FMCC, and FMC Singapore a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Seller and FMCC have entered into a Transaction Agreement, dated as of March 31, 2017 (the "Transaction Agreement"), pursuant to which, [redacted] Seller has agreed to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser has agreed to purchase from Seller all of Seller's right, title, and interest in and to certain patents of Seller, attached here as **Schedule A** (collectively, the "Assigned Patents") and as further provided herein;

WHEREAS, Seller has further agreed to transfer Seller's right, title, and interest in the Assigned Patents to FMCC [redacted]; and

[redacted]

[redacted]

1. Patent Assignment

[redacted] Seller hereby sells, assigns, and transfers to FMCC and FMCC hereby purchases and accepts, on its own behalf, all right, title, and interest of Seller in and to the Assigned Patents [redacted]

2. Further Assurances

Subject to the terms and conditions of the Transaction Agreement, the Parties hereby agree to execute and deliver such other documents reasonably requested by the other Parties as may be reasonably necessary to record assignment of the Assigned Patents to FMCC [redacted]

3. [redacted]

[redacted]

4. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

E. I. DU PONT DE NEMOURS AND COMPANY

By: Thomas A Warnock

Name: Thomas Warnock
Title: Authorized Person

FMC CORPORATION

By: _____

Name:
Title:

[*Signature Page to Ag Patent Assignment Agreement*]

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____
Name:
Title:

FMC CORPORATION

By: _____
Name: David Vickrey
Title: Assistant Secretary

[*Signature Page to Ag Patent Assignment Agreement*]

FMC AGRO SINGAPORE PTE. LTD.

By: _____

Name: Ke Wu
Title: Director

[*Signature Page to Ag Patent Assignment Agreement*]

SCHEDULE A

Schedule A to Ag Patent Assignment Agreement

Case Reference	Country	Internal Title	Current Status	Filing Date	Filing Number	Publication Date	Publication Number	Grant Date	Grant Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]
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Case Reference	Country	Internal Title	Current Status	Filing Date	Filing Number	Publication Date	Publication Number	Grant Date	Grant Number
		[redacted]							
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
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BA9557-CO-PCT	Colombia	PYRROLIDINONES AS HERBICIDES	Local filing	12/2/2014	16147134				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	[redacted]
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TRADUCCIÓN

CONTRATO DE CESIÓN DE PATENTES

El presente **CONTRATO DE CESIÓN DE PATENTES**, celebrado el 1 de noviembre de 2017 (el presente "Contrato"), entre **E. I. du Pont de Nemours and Company**, una sociedad anónima de Delaware (la "Vendedora"), **FMC Corporation**, una sociedad anónima de Delaware ("FMCC"), y **FMC Agro Singapore Pte. Ltd**, una sociedad anónima de Singapur ("FMC Singapore" y, junto con FMCC, la "Compradora") (cada Vendedora, FMCC y FMC Singapur es una "Parte" y colectivamente, las "Partes").

CONSIDERANDO

QUE la Vendedora y FMCC han celebrado un Contrato de Transacción, el 31 de marzo de 2017 (el "Contrato de Transacción"), en virtud del cual la Vendedora ha acordado vender, trasmitir, transferir, ceder y entregar a la Compradora, y la Compradora ha acordado comprar a la Vendedora todos los derechos de la Vendedora sobre ciertas patentes de la Vendedora, que se adjuntan al presente como Anexo A (colectivamente, las "Patentes Transferidas") y según las demás disposiciones de la presente;

QUE la Vendedora también acordó transferir los derechos de la Vendedora sobre las Patentes Transferidas a FMCC.

1. **Cesión de Patente**

Por la presente la Vendedora vende, cede y transfiere a FMCC, y FMCC en este acto compra y acepta, en su propio nombre, todos los derechos de la Vendedora sobre las Patentes Transferidas

2. Compromisos adicionales

Sujeto a las condiciones del Contrato de Transacción, las Partes en este acto convienen celebrar y otorgar otros documentos razonablemente solicitados por las otras Partes que sean razonablemente necesarios para inscribir la cesión de las Patentes Transferidas a FMCC.

En fe de lo cual, cada una de las Partes celebra el presente Contrato a través de sus representantes debidamente autorizados en la fecha antes indicada.

E. I. DU PONT DE NEMOURS AND COMPANY

Por: [Firmado, ilegible]

Nombre: Thomas Warnock

Cargo: Persona autorizada

FMC CORPORATION

Por: [Firmado, ilegible]

Nombre: David Vickrey

Cargo: Secretario Adjunto

FMC AGRO SINGAPORE PTE. LTD.

Nombre: Ke Wu

Cargo: Director

Anexo A

Anexo A al Contrato de Cesión de Patentes Ag

Referencia del caso	País	Título interno	Estado actual	Fecha de presentación	Número de presentación	Fecha de Publicación	Número de Publicación	Fecha de Concesión	Nro. de concesión
BA9557-CO-PCT	Colombia	PIRROLIDINONAS COMO HERBICIDAS	Presentación local	12/2/2014	16147134				

DowDuPont™ Announces Completion of DuPont's Transactions with FMC

Press Release | November 1, 2017

MIDLAND, Mich., and WILMINGTON, Del., Nov. 1, 2017 – DowDuPont™ (NYSE:DWDP) today announced that DuPont has completed its acquisition of FMC Corporation's Health & Nutrition business (FMC H&N), except for the Omega-3 business, and its divestment to FMC of a portion of DuPont's Crop Protection business.

The transaction includes consideration to DuPont of $1.6 billion to reflect the difference in the value of the assets, including cash of $1.2 billion and working capital of approximately $400 million, subject to customary adjustments. The divestiture satisfies DuPont's commitments in connection with regulatory clearance of the merger with Dow, which was completed on August 31, 2017.

Strengthening DuPont Nutrition & Health's Position as a Leading Specialty Ingredients Business

The acquisition of FMC H&N, which is being integrated into DuPont Nutrition & Health (DuPont N&H), builds on DuPont N&H's position as one of the world's leading providers of sustainable, bio-based food ingredients and expands its capabilities into the fast-growing pharma excipients space. FMC's complementary portfolio and expertise will enhance DuPont N&H's growth potential with a broader offering of products and solutions, an expanded footprint, a strong R&D pipeline, and access to different and complementary routes to market.

DuPont N&H is focused on customer-driven innovation. With highly differentiated products and solutions, in-depth knowledge of food and nutrition, advanced research and expert science, the business is uniquely positioned to deliver unmatched value to the food, beverage, dietary supplement and pharmaceutical industries. The business is part of the DowDuPont Specialty Products Division.

Establishing a Global Agriculture Leader with a Comprehensive and Balanced Portfolio and Robust Pipeline

DuPont completed the divestiture of its Cereal Broadleaf Herbicides and Chewing Insecticides portfolio to FMC. In addition, DuPont divested its Crop Protection R&D pipeline and organization, excluding seed treatment, nematicides and late-stage R&D programs, which it will continue to develop and bring to market, and excluding personnel needed to support marketed products and R&D programs that are now part of the DowDuPont Agriculture Division.

With the completion of this divestiture, the Agriculture Division is a global agriculture leader with a balanced portfolio and robust pipeline of innovative solutions across seed germplasm, biotech traits, crop protection, seed-applied technologies and digital agriculture. The Division's enhanced capabilities will offer farmers superior solutions, greater choice and competitive price for value, helping them increase productivity and profitability.

Evercore and Goldman, Sachs & Co. served as DuPont's financial advisors for the transaction, with Skadden, Arps, Slate, Meagher & Flom LLP acting as its legal advisor.

About DowDuPont

materials science and specialty products sectors that will lead their respective industries through productive, science-based innovation to meet the needs of customers and help solve global challenges. For more information, please visit us at www.dow-dupont.com.

About DowDuPont Specialty Products Division

DowDuPont Specialty Products, a division of DowDuPont (NYSE: DWDP), is a global innovation leader with technology-based materials, ingredients and solutions that help transform industries and everyday life. Our employees apply diverse science and expertise to help customers advance their best ideas and deliver essential innovations in key markets including electronics, transportation, building and construction, health and wellness, food and worker safety. DowDuPont intends to separate the Specialty Products division into an independent, publicly traded company. More information can be found www.dow-dupont.com.

About DowDuPont Agriculture Division

DowDuPont Agriculture, a business division of DowDuPont (NYSE: DWDP), combines the strengths of DuPont Pioneer, DuPont Crop Protection and Dow AgroSciences. Together, the Agriculture Division provides growers around the world with the most complete portfolio in the industry, developed through a robust research pipeline across germplasm, biotech traits and crop protection. DowDuPont Agriculture is committed to delivering innovation, helping growers increase productivity and ensuring food security for a growing global population. DowDuPont intends to separate the Agriculture Division into an independent, publicly traded company. More information can be found at www.dow-dupont.com.

Contact:

Dan Turner
302-996-8372
daniel.a.turner@dupont.com

Cautionary Statement About Forward-Looking Statements

This communication contains “forward-looking statements” within the meaning of the federal securities laws, including Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. In this context, forward-looking statements often address expected future business and financial performance and financial condition, and often contain words such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “seek,” “see,” “will,” “would,” “target,” similar expressions, and variations or negatives of these words.

On December 11, 2015, The Dow Chemical Company (“Dow”) and E. I. du Pont de Nemours and Company (“DuPont”) announced entry into an Agreement and Plan of Merger, as amended on March 31, 2017, (the “Merger Agreement”) under which the companies would combine in an all-stock merger of equals transaction (the “Merger Transaction”). Effective August 31, 2017, the Merger Transaction was completed and each of Dow and DuPont became subsidiaries of DowDuPont Inc. (“DowDuPont”). For more information, please see each of DowDuPont’s, Dow’s and DuPont’s latest annual, quarterly and current reports on Forms 10-K, 10-Q and 8-K, as the case may be, and the joint proxy statement/prospectus included in the registration statement on Form S-4 filed by DowDuPont with the SEC on March 1, 2016 (File No. 333-209869), as last amended on June 7, 2016, and declared effective by the SEC on June 9, 2016 (the “Registration Statement”) in connection with the Merger Transaction.

Forward-looking statements by their nature address matters that are, to different degrees, uncertain, including the intended separation of DowDuPont’s agriculture, materials science and specialty products businesses in one or more tax efficient transactions on anticipated terms (the “Intended Business Separations”). Forward-looking statements are not guarantees of future performance and are based on certain assumptions and expectations of future events which may not be realized. Forward-looking statements also involve risks and uncertainties, many of which are beyond the company’s control. Some of the important factors that could cause DowDuPont’s, Dow’s or DuPont’s actual results to differ materially from those projected in any such forward-looking statements include, but are not limited to: (i) successful integration of the respective agriculture, materials science and specialty products businesses of Dow and DuPont, including anticipated tax treatment, unforeseen liabilities, future capital expenditures, revenues, expenses, earnings, productivity actions, economic

divestitures required as a condition to consummation of the Merger Transaction as well as other conditional commitments; (iii) achievement of the anticipated synergies by DowDuPont's agriculture, materials science and specialty products businesses; (iv) risks associated with the Intended Business Separations, including those that may result from the comprehensive portfolio review undertaken by the DowDuPont board, changes and timing, including a number of conditions which could delay, prevent or otherwise adversely affect the proposed transactions, including possible issues or delays in obtaining required regulatory approvals or clearances related to the Intended Business Separations, disruptions in the financial markets or other potential barriers; (v) the risk that disruptions from the Intended Business Separations will harm DowDuPont's business (either directly or as conducted by and through Dow or DuPont), including current plans and operations; (vi) the ability to retain and hire key personnel; (vii) potential adverse reactions or changes to business relationships resulting from the completion of the merger or the Intended Business Separations; (viii) uncertainty as to the long-term value of DowDuPont common stock; (ix) continued availability of capital and financing and rating agency actions; (x) legislative, regulatory and economic developments; (xi) potential business uncertainty, including changes to existing business relationships, during the pendency of the Intended Business Separations that could affect the company's financial performance and (xii) unpredictability and severity of catastrophic events, including, but not limited to, acts of terrorism or outbreak of war or hostilities, as well as management's response to any of the aforementioned factors. These risks, as well as other risks associated with the merger and the Intended Business Separations, are more fully discussed in (1) the Registration Statement and (2) the current, quarterly and annual reports filed with the SEC by DowDuPont and to the extent incorporated by reference into the Registration Statement, by Dow and DuPont. While the list of factors presented here is, and the list of factors presented in the Registration Statement are, considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Consequences of material differences in results as compared with those anticipated in the forward-looking statements could include, among other things, business disruption, operational problems, financial loss, legal liability to third parties and similar risks, any of which could have a material adverse effect on DowDuPont's, Dow's or DuPont's consolidated financial condition, results of operations, credit rating or liquidity. None of DowDuPont, Dow or DuPont assumes any obligation to publicly provide revisions or updates to any forward-looking statements whether as a result of new information, future developments or otherwise, should circumstances change, except as otherwise required by securities and other applicable laws.

# # #

11/1/17

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15-06-2017

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Contact

Dan Turner

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TRADUCCIÓN

DowDuPont™ anuncia que se completaron las transacciones de DuPont con FMC

Comunicado de prensa | 1 de noviembre de 2017

MIDLAND, Michigan, y WILMINGTON, Delaware, 1 de noviembre de 2017 - DowDuPont™ (NYSE:DWDP) anunció hoy que DuPont completó la adquisición del negocio de Salud y Nutrición de FMC Corporation (FMC H&N), a excepción del negocio de Omega-3 y su venta a FMC de una parte del negocio de protección de cultivos de DuPont.

La transacción incluye una contraprestación a DuPont de 1600 millones de dólares para reflejar la diferencia en el valor de los activos, incluidos 1200 millones de dólares en efectivo y capital de trabajo de aproximadamente 400 millones de dólares, sujeto a los ajustes habituales. La venta cumple con los compromisos de DuPont en relación con la autorización regulatoria de la fusión con Dow, que se completó el 31 de agosto de 2017.

[…]

Establecimiento de un líder mundial en agricultura con una cartera integral y equilibrada y una *pipeline* sólida

DuPont completó la venta de su cartera de herbicidas para cereales de hoja ancha e insecticidas masticables a FMC. Además, DuPont vendió su cartera y la organización de I+D

de protección de cultivos, con la exclusión del tratamiento de semillas, los nematicidas y los programas de I+D de última etapa, que continuará desarrollando e introduciendo en el mercado, y excluyendo el personal necesario para respaldar los productos comercializados y los programas de I+D que ahora son parte de la División de Agricultura de DowDuPont.

[…]

Dupont informa los resultados del cuarto trimestre y de todo el ejercicio

Dow y DuPont reciben certificación antimonopolio del Departamento de los EE. UU.

Ganancias Información del inversor

Fusión de Dow DuPont™ completada con éxito

Ganancias Información del inversor

[…]

In regard to Colombian -Patent Application Number NC2021/0017706, national phase of PCT/US2020/034232 -in the name of FMC CORPORATION

For: PYRAZOLE-SUBSTITUTED PYRROLIDINONES AS HERBICIDES

DECLARATION OF Travis Chandler McMahon

By this declaration, I, Travis Chandler McMahon, hereby attest to the following:

1. That I am an inventor of the above-captioned patent application, the ownership of which is assigned to FMC Corporation.

2. That I contributed to the conception of the invention claimed in **PCT/US2020/034232** as part of my work on a project titled Project Gnome within a Collaboration Agreement for Herbicide Compounds made by and between Syngenta Crop Protection AG and E. I. du Pont de Nemours and Company (further assigned to FMC Corporation), together with inventors Thomas, Martin STEVENSON and Matthew James CAMPBELL, who were employees of FMC Corporation at the time of conception of the invention; and James Alan MORRIS, who worked together with Sean NG and Sally Elizabeth RUSSELL, all three of whom were employees of Syngenta Crop Protection AG at the time of conception of the invention.

In witness whereof, I sign this declaration in the state of Delaware USA, this 12 day of April of two thousand and twenty-two.

Date: 4/12/2022

[Signature of the Inventor]

TRADUCCIÓN

En relación con la Solicitud de Patente Colombiana Número NC2021/0017706, Fase Nacional de la Solicitud PCT/US2020/034232 a nombre de FMC CORPORATION

Título: PIRROLIDINONAS SUSTITUIDAS CON PIRAZOL COMO HERBICIDAS

DECLARACIÓN DE Travis Chandler McMahon

Mediante la presente, yo, Travis Chandler McMahon, declaro lo siguiente:

1. Que soy inventor de la solicitud de patente de la referencia, cuya titularidad ha sido transferida a **FMC Corporation**.

2. Que contribuí en la concepción de la invención que se reivindica en la solicitud **PCT/US2020/034232** como parte de mi tabajo en un proyecto denominado Proyecto Gnome en el marco de un Contrato de Colaboración para Compuestos Herbicidas celebrado entre **Syngenta Crop Protection AG** y **E. I. du Pont de Nemours and Company** (luego transferido a **FMC Corporation**), junto con los inventores Thomas, Martin STEVENSON y Matthew James CAMPBELL, quienes eran empleados de **FMC Corporation** durante el desarrollo de la invención; y James Alan MORRIS, quien trabajaba junto a Sean NG y Sally Elizabeth RUSSELL, siendo los tres empleados de **Syngenta Crop Protection AG** durante el desarrollo de la invención.

Y para que conste, firmo esta declaración en el estado de Delaware, Estados Unidos de América, el día 12 de abril de dos mil veintidós.

Fecha: 12/04/2022

[Firma del Inventor] *[Firmado, llegible]*