I N D E M N I T Y

Monsanto Company of 800 North Lindbergh Boulevard, St. Louis, Missouri 63166, U.S.A. (Monsanto) manufactures certain polychlorinated biphenyl products (PCB's) which (Buyer) desires to purchase through the agency of Monsanto Far East Limited of 5th floor, New Henry House, Ice House Street, Victoria in the Colony of Hong Kong (Mofel). While Buyer desires to purchase PCB's because of certain desirable flame resistant and insulator properties, Buyer acknowledges that it is aware and has been advised by Monsanto that PCB's tend to persist in the environment; that care is required in their handling, possession, use and disposition; that tolerance limits have been or are being established for PCB's in various food products.

Monsanto and Mofel have therefore adopted certain restrictive policies with respect to Monsanto's further production, sale and delivery of PCB's including the receipt of undertakings from their customers as set forth below and Buyer is willing to agree to such undertakings with respect to sales and/or deliveries of PCB's by Monsanto and Mofel to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by Monsanto and/or Mofel to Buyer on or after the date hereof and in consideration of any such sale or delivery Buyer shall defend, indemnify and hold harmless Monsanto and Mofel and each of them and their present, past and future directors, officers, employees and agents from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB's by, through or under Buyer, whether alone or in combination with other substances, including, without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCB's.

All existing contracts for the sale of PCB's by Monsanto and/or Mofel to Buyer are hereby amended to contain the provisions set forth above.

Nothing herein shall create or imply any duty or obligation of Monsanto or Mofel to sell or deliver any PCB's to Buyer. No conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effected by the acknowledgment or acceptance of any sale document, purchase order, shipping instruction or other forms containing terms or conditions at variance herewith.

Dated the day of 197

MONS 072642

..... (Buyer)

BY: .....

TITLE: .....

...MONSANTO COMPANY...

BY: .....

...MONSANTO FAR EAST LIMITED

BY: .....