

Syngenta AG  
Share Deposit Rules for the  
Custody of Syngenta Shares





# 1

## GENERAL REMARKS

Syngenta AG offers its shareholders the possibility of depositing registered shares, which are entered in the shareholders' register of Syngenta (share register) in their name, in share deposits set up for this purpose. The delivery and the custody of the registered shares shall be free of charge for the shareholder. The contractual relationship shall be subject to the following rules:

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### 1.1 Contracting parties

The contracting parties are Syngenta AG and any shareholder ("Depositor") taking advantage of the possibility of depositing his/her registered shares in a share deposit of Syngenta AG, PO Box, CH-4609 Olten. Syngenta AG may delegate the management of this contractual relationship to one or several persons.

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### 1.2 Scope of application

These rules shall apply exclusively to the registered shares of Syngenta AG deposited in the share deposit of Syngenta AG (Swiss security number 1103746, ISIN number CH 001 103746 9) ("Registered Shares"). The depositing of other securities in this share deposit shall be excluded. Registered Shares not entered in the share register (disposition) or Registered Shares held by a trustee/nominee for the account of a third party may not be deposited in the share deposits of Syngenta AG.

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### 1.3 Contractual term

The contractual term is usually indefinite. The legal relationship established pursuant to these regulations shall not terminate upon the death or the loss of capacity, or in the case of bankruptcy of the Depositor.

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### 1.4 Notice of termination of the deposit contract

The contract may be terminated at any time by the Depositor or by Syngenta AG or by anyone entrusted with the management of the share deposits by the latter without observing any notice period.

Upon termination of the contractual relationship, the Depositor is bound to name the particulars of his/her bank account, to which the deposited securities may be delivered after payment of an administrative charge has occurred.

## OPENING OF THE SHARE DEPOSIT

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### 2.1 Application for the opening of a share deposit

Each Depositor shall submit a completed "Application for the Opening of a Syngenta Share Deposit" ("Application").

This Application must be duly signed and submitted at the latest with the first delivery of Registered Shares to the share deposits. With the submission of his/her completed Application, the Depositor empowers Syngenta AG and those entrusted with the management of the share deposits to transfer deposited Registered Shares in accordance with the Depositor's instructions.

Along with the application, instructions shall be given concerning the payment of dividends (see subclause 2.5).

The duly signed Application shall be sent to the following address: Share Deposits of Syngenta AG, PO Box, CH-4609 Olten.

The application for the opening of a share deposit shall be deemed as accepted if not rejected in writing by Syngenta AG or those entrusted with the management of the share deposits within 20 days after its receipt. The rejection of an application shall be valid if sent to the address on the application or, if the same was omitted, to the address given in the share register.

The Company reserves the express right, even after expiry of the 20-day period, to obtain further details from the Depositor or from third parties and to decline to follow instructions of the Depositor as necessary for compliance with statutory regulations and the proper management of the share deposit.

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### 2.2 Proof of identity

In accordance with the Federal Act on the Prevention of Money Laundering in the Financial Sector (GwG Swiss Money Laundering Act), the share deposits of Syngenta AG and those entrusted with the management of the share deposit are subject to provisions for the prevention of money laundering. The financial intermediaries under this Act are obligated, among other things, to identify the contracting party with a document of probative value and to investigate the beneficial owner. The contracting party must provide further proof and information on request. Details on proof of identity in connection with a share deposit of Syngenta AG are given in clause 2 of the Instructions for the Share Deposit of Syngenta AG ("Instructions").

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**2.3 Consent to entry in the share register**

The Depositor declares his/her consent to the entry of all the Registered Shares held in the share deposit of Syngenta AG under his/her name in the share register. The holding in safe custody of Registered Shares that are not entered in the Company's share register (cleared shares) is excluded.

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**2.4 Multiple depositors, multiple share deposits**

The opening of a single share deposit by a multiple of depositors (joint share deposit) is excluded.  
The holding of several share deposits in the name of a single depositor is excluded.

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**2.5 Bank/post account**

For the efficient transaction of the dividend payments, the Depositor shall indicate a bank or post office account. Without giving such information, the depositing of Registered Shares in the share deposits of Syngenta AG shall be excluded.

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**2.6 Changes of address**

The Depositor shall undertake to immediately inform the company in writing of any changes of address.

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## DELIVERIES TO THE SHAREHOLDER'S SHARE DEPOSIT

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### 3.1 Delivery from a security custody account held at a bank

If the Registered Shares are held at a bank, the Depositor must instruct the bank in writing to transfer the Registered Shares into the share deposit of Syngenta AG.

If the Registered Shares are held in a bank in an open custody account (cleared shares), the Depositor must submit an application in accordance with clause 2 of these rules and instruct the bank to enter the Registered Shares in the Company's share register prior to deposit.

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### 3.2 Purchase and delivery of Registered Shares

Syngenta AG and those entrusted with the management of the share deposits do not arrange purchases of Registered Shares. The Depositor shall instruct his/her bank to buy a certain number of Registered Shares for his/her account. The purchase order shall contain an instruction to the bank that, after being entered in the share register, the Registered Shares purchased are to be delivered to the Share Deposit of Syngenta AG, PO Box, CH-4609 Olten.

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### 3.3 Costs

The Depositor shall not be charged any costs for the opening of his/her share deposit. All bank charges (in particular for the delivery of Registered Shares or costs in connection with precautions for the prevention of money laundering) shall be borne by the Depositor.

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## SHARE DEPOSIT MANAGEMENT

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### 4.1 Custody of the Registered Shares

The share deposits are managed electronically, i.e. the Registered Shares are managed without the issuance of physical share certificates. The Depositor is entitled to request a written confirmation of the Registered Shares registered in his/her name at any time.

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### 4.2 Administrative acts

Without any special order from the Depositor, Syngenta AG or those entrusted with the management of the share deposits shall remit dividend payments to the bank or post account indicated by the Depositor. The Depositor shall receive by mail a statement of the dividend payments made, which shall serve as a receipt for the refund of the withholding tax. Securities embodying subscription, option or other pecuniary rights shall be sent directly to the Depositor to the address last given to the share deposits of Syngenta AG. With the exception of dividend payments, the Depositor shall be responsible for taking the necessary precautions for the safeguarding of his rights.

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### 4.3 Proxies for deposited shares

It is not possible to appoint Syngenta AG or those entrusted with the management of the share deposit to act as proxy (Depotvertreter) for the share deposit in compliance with the terms of Art. 689d OR (Swiss Code of Obligations). If a Depositor wishes to authorize Syngenta AG or an independent proxy to cast his vote at a General Meeting, he shall submit the power of attorney form received together with the invitation to the General Meeting within the period stipulated therein to the share register or the independent proxy.

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### 4.4 Account statements

As a rule at the beginning of each year, Syngenta AG or those entrusted with the management of the share deposits shall send to the Depositor an annual account statement of the past year regarding his share deposit. A Depositor may at any time and at his/her own expense request in writing additional account statements.

In addition, the Depositor shall be notified in writing of every movement in his/her share deposit (incoming/outgoing), with details of the incoming or outgoing Registered Shares.

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**4.5 4.5 Costs**

The Depositor shall not be charged any costs for the management of his/her share deposit, the annual account statement, or for the dividend statements and payments. Possible bank charges (in particular in the case of the dividend credit, the purchase or sale of subscription or option rights, etc.) shall be borne by the Depositor. Details of the costs are given in clause 8 of the Instructions.

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**5.1 Share deposits transfer****5.1.1 Delivery of Registered Shares for further holding in custody at a depository bank**

The Depositor may request the Share Deposits of Syngenta AG, PO Box, 4609 Olten, upon payment of an administrative fee (see details on the form "Application for the Opening of a Share Deposit"), to deliver all or part of the Registered Shares in his/her share deposit to his account with his depository bank. Such an order shall be in writing and duly signed by the Depositor and shall contain the exact number of Registered Shares to be delivered, the name and address of the depository bank and the Depositor's share deposit number at the depository bank. Syngenta AG or those entrusted with the management of the share deposits shall then deliver said Registered Shares to the bank indicated. In the case of a deposit with a bank, dividend payments as well as other administrative acts will thereafter be transacted by the said bank.

**5.1.2 Transfers between depositors**

The Depositor shall instruct Syngenta AG or those entrusted with the management of the share deposits to transfer Registered Shares to a depositor designated by him/her who also has his/her share deposit managed by Syngenta AG. This order shall be given in writing to the Share Deposits of Syngenta AG, PO Box, CH-4609 Olten and it shall contain the exact number of Registered Shares and the designation of the share deposit as well as the name and address of the beneficiary depositor. Upon the disposing distributor's payment of an administrative fee, the securities will be transferred into the deposit of the beneficiary depositor. Both the disposing depositor and the beneficiary depositor will receive a transfer statement.

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**5.2 Stock exchange selling order**

The Depositor may instruct Syngenta AG or those entrusted with the management of the share deposits to sell shares by submitting a selling order. The form "Stock Exchange Selling Order" may be obtained at the following address: Share Deposits of Syngenta AG, PO Box, CH-4609 Olten. This form can also be downloaded from <http://www.sag.ch/sag/index/customerservices/customer-services-syngenta.htm>. Syngenta AG or those entrusted with the management of the share deposits shall forward the selling order to the designated securities dealer on the Depositor's behalf. The net proceeds of the sale, i.e. after deduction of a broker's commission, the stamp duties as well as of an administrative fee charged by the share deposit management (see details in the Instructions), shall be credited to the Depositor's bank or post account.

The selling orders via Syngenta AG or those entrusted with the management of the share deposits shall be restricted to cash transactions without a price limit (best offer orders). Syngenta AG or those entrusted with the management of the share deposits will ensure that selling orders received by not later than 10:00 a.m. or not later than 3:00 p.m. will be forwarded as a combined transfer to the securities broker within the next hour of trading.

The crediting of the net proceeds of such sales shall be made in accordance with the usage of the Swiss Stock Exchange, whereby additional value dates may result due to the specific instructions given. Possible losses of interest resulting therefrom shall be borne by the Depositor.

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### **5.3 Transfers upon death**

#### **5.3.1 With executor**

The executor (or an equivalent function recognized under Swiss law), who shall be adequately identified by the competent authority, shall dispose of the decedent's share deposit holdings. In the case of a sale of the Registered Shares, the provisions of subclause 5.2. "Stock exchange selling order" shall apply. If the deposited Registered Shares are acquired by new owners, the latter shall either complete an "Application for the Opening of a Share Deposit" in their own name or indicate which bank the shares are to be transferred to.

#### **5.3.2 Without executor**

The heirs/beneficiaries must identify themselves by a certificate of inheritance (or by an equivalent document recognized under Swiss law). They shall dispose jointly of the decedent's share deposit holdings, unless they have appointed an agent and issued the necessary power of attorney to the same. The provisions of subclause 5.3.1 "With executor" shall apply for the disposal of the Registered Shares.

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### **5.4 Costs**

In the case of a transfer of Registered Shares from a share deposit and in the event of a closing of a share deposit, an administrative fee will be charged (see clause 8 of the Instructions). If all the shares are transferred from a share deposit, this share deposit shall be closed automatically. In the event of a stock exchange order, the administrative fee will be directly deducted from the sales proceeds. With any other kind of delivery, the accrued administrative fee must be paid in advance. The administrative fees may be changed at any time with effect as of the following calendar month and with notification to the Depositors. Possible bank charges, particularly for the delivery of Registered Shares, shall be borne by the Depositor.

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## LIABILITY, JURISDICTION, MISCELLANEOUS

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### 6.1 Authority to dispose

Until written revocation, the signature arrangements notified to Syngenta AG or those entrusted with the management of the share deposits shall apply exclusively.

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### 6.2 Validating signatures and authorization

Syngenta AG or those entrusted with the management of the share deposits undertake to carefully validate the signatures of the depositors and their proxies. They shall not be required to carry out a more extensive check. Syngenta AG and those entrusted with the management of the share deposits shall not be liable for the consequences of forgeries and insufficiencies of authorization that they have not recognized despite applying the usual care.

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### 6.3 Obligation of care, liability

Syngenta AG and those entrusted with the management of the share deposits undertake to carefully carry out all their activities in connection with the management of the share deposits. Syngenta AG and those entrusted with the management of the share deposits shall only be liable for damages that are clearly evidenced by the Depositor and have been caused by gross negligence on the part of Syngenta AG or those entrusted with the management of the share deposits.

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### 6.4 Communications

Communications by Syngenta AG and those entrusted with the management of the share deposits shall be deemed to have been made if sent to the last address notified to Syngenta AG or those entrusted with the management of the share deposits.

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### 6.5 Transmission errors

Damages resulting from the use of mail, telephone, telex, e-mail, other types of communication or transport institutions, namely arising from loss, delay, misunderstandings, mutilation or double transmissions shall be borne by the Depositor, except if due to gross negligence on the part of Syngenta AG or those entrusted with the management of the share deposits.

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**6.6 Secrecy**

The employees of Syngenta AG and those entrusted with the management of the share deposits as well as their employees shall be obligated to maintain strict secrecy on all business transactions.

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**6.7 Improper execution of orders**

In case of damages incurred as a result of the non-execution or late execution of orders (except for stock exchange selling orders), Syngenta AG and those entrusted with the management of the share deposits shall only be liable for the loss of interest earnings, unless they have been expressly notified of the impending danger.

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**6.8 Amendments to these rules**

Syngenta AG may amend these rules at any time. The Depositor shall be notified of each amendment in writing. The new version of the share deposit rules shall be deemed as approved unless the Depositor rejects them within one month after notification. In the case of rejection, the contract of deposit shall terminate as of the date of such rejection.

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**6.9 Applicable law and jurisdiction**

The legal relations between the Depositor and Syngenta AG under these rules shall be subject to Swiss law. The courts in Basle shall have exclusive jurisdiction over all disputes arising out of or in connection with these rules.

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