



1. Scope; Protection Clause

1.1 These general terms and conditions for IT services and for producing work including IT training for the client's employees (heretofore referred to as "GTCS") govern the entire relationship between the Bayer AG and its Affiliates (hereinafter together referred to as "Bayer") and the IT service providers (hereinafter referred to as "IT SERVICE PROVIDER") working for Bayer.

1.2 If the IT SERVICE PROVIDER has opposing, deviating or supplemental conditions, these may not be used in conjunction with Bayer, even if Bayer does not explicitly object to the condition(s).

2. Integral parts of the contract and conclusion of contract

2.1 Type and scope of the IT-services according to §611 BGB (German Civil Code) and for producing work according to §631 BGB (German Civil Code) including IT training for the client's employees to be provided (hereinafter together referred to as "IT Services") shall be determined in the following agreements which are valid in the order indicated:

- Individual contract* between the IT SERVICE PROVIDER and Bayer (*Project contract and/or SAP order)
- Skeleton agreement (if available) between the IT SERVICE PROVIDER and Bayer
- Bayer's GCTS, if the individual contract and/ or the skeleton agreement contain loopholes

2.2 The commissioning of the IT SERVICE PROVIDER is performed solely by Bayer's procurement department. Orders made by Bayer are only binding if they have been placed by the procurement department in written form (fax, email, letter). Verbal orders or orders made by phone are not binding and require written confirmation by Bayer's procurement department.

2.3 The IT SERVICE PROVIDER shall immediately check the order for recognizable errors, ambiguity, incompleteness, as well as unsuitability of the purchaser's chosen specifications for the intended use and purpose, and notify the purchaser immediately of necessary changes or clarification of the order.

3. Policies for the submission of an offer

The IT SERVICE PROVIDER declares that it is prepared to fulfill the following minimum requirements for an individual project when submitting each offer:

3.1 The IT SERVICE PROVIDER'S project offer must illustrate the method it will use to achieve the goal provided by Bayer under consideration of the guidelines. In particular, content, scope, dates and implementation deadlines, participation obligations, compensation as well as the contact person/project manager for the IT Services being offered must be specified.

3.2 The IT SERVICE PROVIDER is obligated to specify its general daily or hourly rates, or those commonly applied to Bayer in the offer. Discounts, whether based on the entire payment, payments for portions of the IT Services or directly applied to the daily or hourly rates shall be listed separately so that the original rates can be easily referred to at any time.

3.3 The results or milestones to be achieved by the IT SERVICE PROVIDER as specified in the skeleton agreement for the IT Services must be individually documented by the IT SERVICE PROVIDER including expenditures for employee daily or hourly wages and costs. If milestones are preset, flat fees for the achievement thereof must be offered; should this be impossible for the IT SERVICE PROVIDER in individual cases, the IT SERVICE PROVIDER is obligated to inform Bayer explicitly upon submission of the offer.

3.4 The IT SERVICE PROVIDER is bound by the offer for two months after the submission date.

4. Personnel deployment by the IT SERVICE PROVIDER

4.1 The employees deployed by the IT SERVICE PROVIDER are subject to the IT SERVICE PROVIDER'S objective and disciplinary rights to issue directives. At no time is an employment relationship between the IT SERVICE PROVIDER'S employees and Bayer established.

The IT SERVICE PROVIDERS procure that its employees actively prevent a factual integration into the work organization of Bayer (e.g. prevent division of labor with employees of Bayer or taking employer-typical instructions from Bayer employees, no coordination of vacation absences with BAYER, no notification of illness to BAYER, etc.). If a factual integration is confirmed despite the provisions of this contract, the IT SERVICE PROVIDER shall indemnify BAYER of any claim or damage to the extent the claim or damage results of a breach of the obligations stated in the preceding sentence.

4.2 The IT SERVICE PROVIDER shall inform Bayer immediately if it or its employees are working with competing companies.

4.3 The IT SERVICE PROVIDER permits Bayer to grant access, by a Bayer employee or a contracted third party, to its office premises or the office premises made available to them by the Bayer for use. Bayer has the right to keep protocols, to document and evaluate the use of the systems by the IT SERVICE PROVIDER.

Documentation of its quality management system and the IT security policies and their implementation in the framework of an audit must be checked.

5. Engaging third parties/subcontractors

The IT SERVICE PROVIDER shall assign only capable and solvent subcontractors. The subcontractor has to have sufficient liability insurance coverage proved by a certificate of insurance. In case of involvement of subcontractors, the IT SERVICE PROVIDER shall comply with all relevant legislation of the AEntG, AÜG and the provisions of social insurance law, industrial safety regulation and collective agreements. The IT SERVICE PROVIDER ensures that the subcontractor complies with its obligations as an employer to all employees assigned under the contract. Any involvement of subcontractors requires the written consent of Bayer

6. Other obligations of the IT SERVICE PROVIDER

6.1 The IT SERVICE PROVIDER will provide its IT Services in accordance with the guidelines and schedule agreed upon with Bayer in the individual orders.

6.2 The IT SERVICE PROVIDER will regularly inform Bayer of the status of the IT Services and if requested, will provide Bayer with the relevant documents.

6.3 The IT Services are to be documented in accordance with Bayer's requirements. The documentation is to be provided to Bayer at the conclusion of the IT Services, at the latest.

6.4 After conclusion of its IT Services, the IT SERVICE PROVIDER is obligated to return any representational information provided by Bayer, as well as copies thereof, to Bayer without request and erase any and all machine-readable data stored by the IT SERVICE PROVIDER without retaining any copies.

6.5 The safety and procedural guidelines, as well as the valid QM instructions for companies conducting services on Bayer's premises, or the relevant regulations for BAYER holding companies, are an integral part of the terms for individual contracts/orders. The relevant safety and procedural guidelines (SPG) can be found online at www.procurement.bayer.com.

7. Bayer's participation

7.1 Insofar as it is necessary, Bayer will provide the IT SERVICE PROVIDER required technical infrastructure, if agreed in advance.

7.2 Bayer shall make available to the IT SERVICE PROVIDER the documents and information necessary for providing the IT Services, insofar as Bayer possesses them.

7.3 Bayer is obligated to provide written notification of changes to the scope of the contract for the individually engaged IT SERVICE PROVIDER contact person/project manager (as per Art. 3.1), inform them thereof and have the changes confirmed by the contact person.

7.4 Bayer will specify a contact person who will be available to the IT SERVICE PROVIDER during regular business hours.

8. Compensation, payment

8.1 The IT SERVICE PROVIDER shall be compensated for its IT Services as agreed with Bayer in the order.

8.2 Insofar as nothing else is agreed, transportation costs for the use of cars of the IT SERVICE PROVIDER shall be paid as a flat fee in the amount of € 0,30 per kilometer (shortest route), and other travel costs shall be reimbursed as they are incurred and according to their actual value. Incidentally, Bayer's current travel guidelines apply accordingly.

8.3 Travel times incurred within the scope of the IT Services within Germany and Europe are generally not considered by Bayer as active work periods and therefore not as costs to be compensated.

8.4 Invoices must be sent with the order date, order number and tax ID number to the address specified in the order. The invoice item lines must concur with the order item lines. All prices are considered exclusive of statutory sales tax.

8.5 Terms of payment shall begin on the dates specified, but not prior to the date on which the services or, in case invoices are issued, invoices are received. Any payment claim is due 30 (thirty)



days net after receipt of the invoice, unless explicitly agreed otherwise in an individual case.

8.6 Prepayments shall only be made by Bayer if this has been specifically agreed upon and a relevant bank guarantee has been provided.

8.7 For invoicing purposes a day's rate is 8 hours/day. For IT Services of > 3.5 to 6.5 hours, a half a day's rate may be invoiced and for > 6.5 to 11 hours, a full day's rate. Short assignments of < 2.5 hours requested by Bayer will be collected and, in agreement with Bayer, combined as day rate and invoiced as a daily rate.

8.8 For employees who have or obtain external company IDs, Bayer will be charged with a Currenta service flat fee per employee per month for the services provided by Currenta GmbH & Co. OHG. These services are connected with costs both for employees of the Bayer Group and employees of external companies. These costs are thus passed on in full to the IT SERVICE PROVIDER.

9. Rights to work results

9.1 All rights to and resulting from documents and results of the fulfillment of IT Services will be transferred upon their creation or processing to Bayer insofar as this is legally possible.

9.2 Regarding work results which are protected by copyright laws or related trademark rights (in particular texts, graphics, photographs, films, etc. (heretofore referred to as "works") created by the IT SERVICE PROVIDER or its employees in the framework of consultation tasks), the IT SERVICE PROVIDER now and in advance grants to Bayer sole, unlimited, geographical and temporal rights of use for all known and unknown purposes with the permission to grant third parties further rights of use. This granting of rights of use to Bayer includes, but is not limited to, the right to edit and otherwise alter (in particular shortening, supplementation, content changes, and translation into other languages), the right to physical and non-physical reproduction (in particular in printed form or computer files, especially inclusion in electronic mail), for distribution (in particular in printed form), for presentation and demonstration (in particular at public events, press conferences, board meetings or investor meetings), as well as for public accessibility (in particular online or on the intranet) of the edited or unedited works. When exercising these rights of use, Bayer has the right, but is not, however, required, to name as the source or otherwise, to name the author or IT SERVICE PROVIDER. Insofar as the IT SERVICE PROVIDER does not yet have the right to grant the aforementioned rights to Bayer at the time of the conclusion of the contract, it is obligated to do so subsequently.

9.3 The aforementioned granting of rights as per paragraphs 9.1 and 9.2 in no way limits the IT SERVICE PROVIDER in its use of general concepts, ideas, technologies, procedures, consulting tools, etc. generated during IT Services, insofar as they do not contain any information or business secrets pertaining to Bayer and insofar as no exclusive rights exist in favor of Bayer. The rights to the consulting tools remain with the IT SERVICE PROVIDER.

9.4 The information, DV systems and devices provided, may only be used to fulfill the order. Any other use, e.g. for the IT SERVICE PROVIDER'S own purposes, in particular as a basis for the fulfillment of other orders, is excluded insofar as this is not otherwise agreed upon in writing.

10. Delays

10.1 If it becomes clear that the IT SERVICE PROVIDER will not be able to adhere to agreed-upon deadlines in the framework of the IT Services, it is obligated to inform Bayer immediately with an explanation of the reasons and immediately take the necessary measures to restore the schedule, for instance, by deploying more of its own employees.

10.2 All measures and possible delays to deadlines must be approved by Bayer. Additional expenses incurred will not be compensated by Bayer unless the delay has been caused by Bayer or is the result of a chance event.

11. Third party trademark rights

11.1 The IT SERVICE PROVIDER must ensure that its services and work results are free from third party trademark rights that may exclude or restrict their sole use by Bayer.

11.2 The IT SERVICE PROVIDER is obligated to inform Bayer immediately if any claims to rights are exercised against the IT SERVICE PROVIDER in regards to the work results or services provided to Bayer due to violation of trademark rights or if it becomes otherwise aware of possible violations of trademark rights

and, in the case of disputes with third parties, act in agreement with Bayer. Insofar as the IT SERVICE PROVIDER must represent the trademark rights, it will release Bayer from any and all claims by third parties that result from violations of such trademark rights, as well as from all uses that result in connection with the claims by the third parties, and will reimburse Bayer for any damages resulting from the violation of such trademark rights.

12. Cancellation

12.1 Both the IT SERVICE PROVIDER and Bayer may cancel a service contract without notice at any time for an important reason, in particular if either party is not fulfilling its contractual obligations, and prior warnings in the case of reparable violations have been repeatedly unsuccessful.

12.2 In addition, Bayer has the right to cancel any individually concluded service contract with a legal 30 day deadline, insofar as a shorter cancellation deadline has not been agreed upon. The IT SERVICE PROVIDER may not demand a higher fee for IT Services provided prior to the date of effect of the cancellation as is actually due (in case of billing based on time spent) for the actual time spent or (in case of billing based on flat fees for the achievement of milestones if the respective milestone could not be achieved due to the cancellation) the partial flat fee in accordance with the ratio between the actual time spent and the time calculated for achieving the milestone (which may not, however, under any circumstances, exceed the agreed-upon flat fee).

13. Guarantee

13.1 The IT SERVICE PROVIDER guarantees that it will perform its IT Services accordingly, completely and on time, in particular, that these IT Services will display the agreed-upon characteristics in accordance with the service description and the specifications described therein, if applicable, and are not afflicted by defects that annul, reduce or restrict the usual purposes and uses or those required by the individual contract.

13.2 The IT SERVICE PROVIDER will remedy reported defects immediately and at no cost to Bayer. If the IT SERVICE PROVIDER does not do so or its attempts to remedy defects fail, Bayer may avail itself of its statutory rights.

13.3 The guarantee deadline for pure services is two years and begins upon the conclusion of the contract relating to services to be provided, i.e. when Bayer's contact person has signed off on the IT SERVICE PROVIDER'S time sheets.

13.4 For project services, the guarantee deadline is 2 years after acceptance. The same is valid for services that include contractual service and project elements in the framework of the execution of an overall project. Provisions for acceptance procedures (functional tests, test runs, acceptance criteria, etc.) will be defined by Bayer and the IT SERVICE PROVIDER in an individual contract (order).

14. Liability, Insurance

14.1 The statutory liability rules apply.

14.2 The IT SERVICE PROVIDER must conclude an employer's liability insurance that covers the results of any and all professional errors made by the IT SERVICE PROVIDERS and to submit proof of such insurance to Bayer upon request. The coverage costs for this insurance must be carried, insofar as there are no other agreements, for each damage case per injured person at a minimum of:

- 2,500,000.00 Euro for damage to personal and material damages,
- 250,000.00 Euro for property losses.

15. Billing, rights of retention, right to refuse IT Services and transfers

15.1 The IT SERVICE PROVIDER may balance claims made by Bayer, resulting from the contractual relationship subject to these GTCS, solely with indisputable or legally determined counterclaims (resulting from the same or another legal relationship) or exercise its right of retention or right to refuse IT Services.

15.2 The IT SERVICE PROVIDER may not balance claims made by Bayer resulting from the contractual relationship subject to these GTCS with its own claims resulting from other legal relationships and may not exercise its right of retention or right to refuse IT Services due to such claims, unless the claims made by the IT SERVICE PROVIDER are indisputable or legally determined.

15.3 A transfer of claims by the IT SERVICE PROVIDER against Bayer is only permitted with prior written consent from Bayer.



16. Confidentiality

16.1 The IT SERVICE PROVIDER shall protect confidential information, in particular Bayer's business and operational secrets that were made known to the IT SERVICE PROVIDER during its cooperation with Bayer, as well as the results of this cooperation, only use this information for purposes of services agreed upon individually with Bayer, and provide them to third parties only if Bayer has provided prior written consent or if this becomes necessary due to governing laws. The aforementioned obligations remain in effect after the completion of the cooperation.

Information that was already in the IT SERVICE PROVIDER'S legal possession prior to it being released by Bayer, information that has become public without violation of the IT SERVICE PROVIDER'S obligation of secrecy as well as information obtained from third parties without violating existing confidentiality agreements with Bayer, is not considered confidential in regards to this provision.

16.2 Should the IT SERVICE PROVIDER process or use personal data in connection with its activities, the IT SERVICE PROVIDER must do this solely in the framework of its tasks, maintain confidentiality and also commit its employees to the same confidentiality.

16.3 The IT SERVICE PROVIDER shall limit access to information solely to those employees that require it for the purposes of this contract and commit them to the same obligation of secrecy insofar as is legally possible, even after their potential withdrawal, retirement, resignation or termination from the IT SERVICE PROVIDER'S company. An obligation to secrecy by the IT SERVICE PROVIDER'S employees required by the Federal Data Protection Act to maintain data confidentiality must be acquired and submitted to Bayer by the IT SERVICE PROVIDER upon request. The IT SERVICE PROVIDER is obligated to treat all insider information its employees acquired, which pertain to Bayer AG or the holding companies in the consolidated balance sheet and which may significantly influence the exchange or market price of Bayer's stocks, as highly classified.

16.4 If there is an existing confidentiality agreement, the IT SERVICE PROVIDER is only allowed to execute a transfer of know-how as a result of a change or replacement of an employee with Bayer's permission.

17. Advertising materials

The IT SERVICE PROVIDER may only refer to the existing business relationship with Bayer in advertising materials or other media with written consent from Bayer. The use of Bayer's brands (in particular the "Bayer cross") by the consultant is absolutely impermissible, unless there is an explicit agreement otherwise.

18. Applicable law/ jurisdiction

18.1 German law applies. The applicable law from the UN Convention on the International Sale of Goods from 11.04.1980, effective from 01.01.1991, is excluded.

18.2 If the supplier is a salesperson or freelancer, jurisdiction falls solely with the District Court of Cologne, Germany.

19. Final provisions

19.1 Silence on Bayer's part, in particular in regard to suggestions and demands made by the IT SERVICE PROVIDERS, may in no way be construed as agreement.

19.2 The invalidity of individual provisions in these terms does not affect the efficacy of the other provisions. The parties are obligated to replace invalid provisions with valid ones that are as similar in economic purpose as possible to the invalid provisions.