

Regional Purchase Order: Products and Services: Terms and Conditions for Canada and for the United States of America

1. Definitions.

"Applicable Law" shall mean any law, statute, ordinance, code, rule, regulation, published standard, permit, judgment, decree, writ, injunction, ruling, order, administrative guidance or other requirements of or promulgated by any Governmental Authority (defined below), whether existing at present or later enacted, applicable to the performance of this Purchase Order or in any manner affecting the Products or Services, including without limitation any laws relating to human health, food and drugs, occupational or process safety, the protection of the environment, labor and employment, bribery and corruption.

"Buyer" shall mean the Bayer legal entity named in this Purchase Order.

"Deliverables" shall mean any work product prepared by Provider for delivery to Buyer under this Purchase Order.

"Governmental Authority" means any applicable federation, nation, state or provincial sovereign or government, any federal, supranational, regional, state **provincial** local or municipal political subdivision, any governmental or administrative body, instrumentality, department, or agency or any court, administrative hearing body, arbitrator, commission, or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of a government with jurisdiction over the applicable matter.

"Products" shall mean the goods, raw materials, equipment, parts, components or other items covered by this Purchase Order, including any Deliverables delivered in connection with this Purchase Order.

"Prohibited labor" shall mean child labor, forced labor, indentured labor, modern slavery, and/or human trafficking. Forced labor shall mean labor performed in situations where individuals are compelled against their will to provide work or service through the use of force, fraud, or coercion and includes work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer work or service voluntarily.

"Provider" shall mean the individual or entity providing the Products and/or Services covered by this Purchase Order.

"Purchase Order" shall mean this purchase order issued by Buyer to Provider.

"Services" shall mean the services or work covered by this Purchase Order.

2. Acceptance.

This Purchase Order constitutes an offer by Buyer to purchase the Products and/or Services from Provider upon the terms and conditions stated herein and is not an acceptance of any offer by Provider to sell. This Purchase Order is not binding on Buyer until it is accepted by Provider. Provider will be deemed to have accepted this Purchase Order when it (i) indicates its written acceptance on the face hereof or other written confirmation, (ii) delivers any or all of the Products covered by this Purchase Order, or (iii) starts to perform the Services covered by this Purchase Order, whichever occurs first. Buyer may withdraw this Purchase Order at any time prior to acceptance by Provider.

This Purchase Order, together with the documents attached hereto, incorporated herein by reference or referencing this Purchase Order, shall constitute the final and complete agreement of the parties and may not be modified or rescinded unless agreed to in writing by Buyer's authorized representative. No terms stated by Provider in its proposal or in accepting or acknowledging this Purchase Order shall be binding and Provider is hereby notified of Buyer's objection to and rejection of any additional or different terms in Provider's quotation, acknowledgement, invoice or other forms. If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the Provider's assent to any different or additional terms contained in this Purchase Order or any attachments or exhibits thereto. If this Purchase Order is construed as a confirmation of an existing non-written contract, the parties agree that this confirmation states the exclusive terms of such contract between the parties. The parties further agree that this Purchase Order, when used by the parties to place orders for Products and/or Services in conjunction with or pursuant to a written contract, shall be construed to supplement the terms of such written contract to the extent that the terms of this Purchase Order are not inconsistent with such written contract.

3. Product Uniformity.

Provider shall not make any changes in the Products that may alter properties, impurities, specifications, dimensions, or any other characteristic of the Products.

4. Delivery.

Provider's performance shall be in strict conformance with the delivery and other time provisions specified in this Purchase Order. Buyer's production schedules and/or other operations are based upon Provider's assurance of completion of performance or delivery to Buyer by the date specified in this Purchase Order. Time is of the essence. If delivery and/or performance dates cannot be met, Provider shall inform Buyer in writing of Provider's best possible delivery and/or performance time. If Buyer has not approved the alternate dates, or Provider does not deliver or perform on time, Buyer may cancel this Purchase Order and purchase the Products and/or Services elsewhere, and hold Provider liable for any costs or damages incurred resulting from Provider's late, defective or unacceptable delivery or performance. Similarly, any losses as a result of a deviation from Buyer's routing instructions or specific instructions relating to performance will be charged to Provider's account. Provider shall not ship any Products ahead of schedule unless authorized by Buyer in writing. Buyer may return, at its option, all unauthorized early Product shipments to Provider at Provider's expense. Payments for early Product shipments shall be postponed until normal maturity after the scheduled delivery date. Provider shall maintain availability of the Products and/or Services purchased under this Purchase Order for at least two (2) years after the delivery of such Product and/or Service. If Provider determines within this period that it will no longer be possible to ensure this availability, Provider must inform Buyer without delay and, if Provider is unable to offer Buyer any other reasonable possibility of supply, Provider will provide Buyer with the opportunity of procuring an all-time requirements of Products and/Services twelve (12) months before production of such Product and/or Service is stopped. Provider shall forward notice of shipment of Products to Buyer within twenty-four hours, and such notice is an express condition to Buyer's duties under this Purchase Order.

The original Bill of Lading must accompany the invoice and be mailed in accordance with the instructions on the face of this Purchase Order. Complete packing lists must accompany each Product shipment and each shipment must equal exact amounts ordered unless otherwise agreed to in writing. Separate invoices are required for each Purchase Order and for each Product shipment when partial deliveries are made and each invoice shall reference the relevant Purchase Order number.

5. Risk of Loss.

Risk of loss or damage shall be borne by Provider until Product shipment reaches the destination indicated on the face of this Purchase Order irrespective of when title passes to Buyer.

6. Rejection and Revocation of Acceptance.

- A. Buyer shall have a reasonable opportunity to inspect Products and/or Services and reject them if they fail to conform to the requirements of this Purchase Order, and to revoke its acceptance of them when appropriate.
- B. With regard to Products that are rejected or for which acceptance has been revoked, Buyer, at its option and at the expense and risk of Provider, may return such Products to Provider or store them until Provider provides instructions for disposal. Rejected Products and/or Services are not to be replaced without written authorization from Buyer, and Provider shall reimburse Buyer for any payment made by Buyer with respect to such rejected Products and/or Services.

7. Changes.

- A. Buyer may direct Provider to make changes in the Products and/or Services ordered including, without limitation, reasonable changes to quantities, method of shipping or packing, place of delivery or delivery dates, or changes in the requirements of the drawings, specifications or instructions. Provider shall promptly review such changes and within five (5) days inform Buyer of any change in Provider's cost of performance or delay in delivery. Upon mutual agreement as to any price or delivery change, Buyer shall issue a written change order. If the parties are unable to agree upon the amount to the adjustment, acting reasonably and in good faith, Buyer may without any liability terminate this Purchase Order as to all affected Products and/or Services. In the event Provider fails to comply with this procedure, Provider shall be deemed to have waived all claims for increased cost or extension of time of performance.
- B. Seller shall notify Buyer before making any changes to raw materials, methods of manufacture, production equipment or locations involved in the performance of this Purchase Order and shall obtain Buyer's agreement that such changes do not make the Work unsuitable for Buyer before making any such change(s). Buyer may terminate this Purchase Order if Buyer does not agree.

8. Prices; Payment.

Provider's prices shall not be higher than last quoted or charged to Buyer or stated on this Purchase Order unless otherwise agreed to in writing. No charges by Provider will be allowed for transportation, boxing, crating, or other packaging unless agreed to herein. Standard payment terms are net ninety (90) days unless otherwise stated on the Purchase Order. Time for payment and the period for any discount privilege shall not begin to run until both Provider's invoice and Products and/or Services have been received. Buyer shall not be obliged to pay for Products upon their delivery, but shall have the right to make payment for Products delivered in the normal course of its business and any payment made for Products delivered or Services performed shall be without prejudice in the event of any defect in the Products and/or Services or breach of contract, whether known before or after payment. Buyer shall also have the option to withhold payment for Products and/or Services found upon inspection to be defective or for Provider's breach of contract.

9. Set-Off.

All claims for monies due or to become due from Buyer under this Purchase Order, including claims of assignees, shall be subject to the deduction by Buyer of any set-off or counterclaim arising out of this or any other of Buyer's purchase orders with Provider, whether such set-off or counterclaim arose before or after such assignment.

10. Taxes.

The price quoted in this Purchase Order includes an allowance for all federal, state or provincial and local taxes levied by any Governmental Authority which Provider is required to collect and pay with respect to production, sale, or shipment of the Products and/or performance of the Services. In case of new taxes or the reduction of tax rates, Buyer should be informed of such changes, and this Purchase Order price shall be adjusted accordingly. Provider agrees to comply with all Applicable Law with respect to compensation paid to its employees and also with respect to its performance of this Purchase Order and assumes exclusive liability for filing reports and making payment of all taxes or contributions as required by such Applicable Law.

11. Reimbursable Expenses.

Reasonable expenses incurred by Provider in the course of performing Services, including round trip economy airfare (or round trip business class airfare for intercontinental travel), auto rental, meals, lodging and long distance telephone charges, will be reimbursed to Provider by Buyer at cost as set forth, and up to the amount (if any) specified in this Purchase Order; provided, however, that all travel, meal and lodging expenses shall be reimbursed only if plans for same are approved by Buyer in advance. Receipts shall be submitted with the invoices for any expense in the amount of \$25.00 or greater. Mileage will be reimbursed at the IRS or CRA standard rate as applicable.

12. Representations and Warranties.

- A. *General for Products.* With respect to all Products to be delivered under this Purchase Order, Provider represents and warrants that all Products (i) sold hereunder shall be free and clear of all liens, encumbrances and/or colorable claims, (ii) shall be of merchantable quality, free from defects in material, design and workmanship and fit for the particular purposes intended, (iii) shall conform to all requirements of this Purchase Order, including without limitation, all specifications, samples, drawings and plans, if any, (iv) are not articles, which cannot be legally transported or sold under the provisions of any Applicable Law and are not misbranded within the meaning of any federal, state or provincial or local law, when bearing labels affixed by Provider, and (v) will not infringe or misappropriate the intellectual property, proprietary or other property right of any third party.
- B. *For Services.* With respect to Services to be performed under this Purchase Order, Provider represents and warrants that (i) the Services shall be performed in conformity with the highest industry standards practiced by professional firms in performing work of a similar nature at the time the Services herein are performed, (ii) Provider shall use its best efforts in the performance of the Services and its other obligations hereunder, (iii) the Services will not infringe or misappropriate the intellectual property, proprietary or other property right of any third party and (iv) any Deliverables will be free from any lien, encumbrance or third party claim. The warranties in this paragraph shall survive any inspection, delivery, acceptance, payment or use by Buyer or its customers of the Products or Services and shall run to Buyer, its successors, assigns, customers and users.
- C. *Licenses and Permits.* Provider shall secure and maintain any and all required permits, consents and authorizations required to provide Products and/or Services under this Purchase Order.

- D. *Defects and Remedies.* If a defect is discovered after further processing, use or delivery of Products and/or Services despite compliance with the provisions above, Provider shall be obliged to bear all costs in connection with the return, exchange or correction of such defective Products and/or Services. The costs include the costs of inspection, transportation, labor and material.

13. *Compliance with Applicable Law.* Provider at all times shall comply with all Applicable Law in the performance of this Purchase Order. Without limiting the foregoing, Provider specifically acknowledges applicability of the additional specific representations and warranties set forth in Exhibit A to this Purchase Order.

- A. 14. *Sustainability, Human Rights and Prohibited Labor.* Supplier is obligated to organize its business with Bayer in compliance with Bayer's human rights-related and environment-related expectations as well as other sustainability topics as outlined in Bayer's Supplier Code of Conduct ("Bayer SCoC"), Version dated December 31, 2022, which can be accessed through <https://www.bayer.com/en/procurement/supplier-code-of-conduct>. Bayer reserves the right to amend this clause as well as the Bayer SCoC if Bayer's human rights-related and environment-related expectations change and will inform Supplier thereof as soon as reasonably possible. Supplier shall acknowledge continued compliance to such amended SCoC or clause, as the case may be.
- B. Supplier will apply the substantive provisions of the Bayer SCoC to its suppliers and ensure that the substantive provisions of the Bayer SCoC are adhered to by itself and its suppliers, including access to Bayer's complaint portal specified in the Bayer SCoC.
- C. Bayer reserves the right to evaluate, control or audit (by onsite or remote audit, online or paper questionnaire, recognized certification systems or audit-systems, etc.) to ensure and verify compliance with the aforementioned. An evaluation, control or audit can be executed directly by Bayer or by a qualified third party.
- D. Supplier shall, without undue delay, (i) report to Bayer in writing any identified risks for and violations of the principles outlined in Bayer SCoC and (ii) take appropriate remedial actions to prevent, end, or minimize the violation. Bayer reserves the right to (i) apply a concept for ending or minimizing a violation and (ii) ask for Supplier's cooperation in this respect. If Supplier fails to comply with the requirements of the Bayer SCoC, and after a grace period of three months has lapsed without the violations having been eliminated, Bayer reserves the right to either (i) suspend the agreement until such violations have been remedied, or (ii) give extraordinary notice of termination after the aligned timeline for execution has lapsed without the violation having been remedied and at Bayer's exclusive discretion.
- E. Supplier acknowledges and supports Bayer's Supplier Inclusion & Diversity efforts, its commitment to the participation of diverse businesses and the prohibition of discriminatory treatment in the supply chain as outlined in Bayer SCoC. Supplier will use reasonable efforts to employ qualified diverse suppliers and subcontractors where appropriate and feasible, keep record of their use, and be able to produce a report upon Bayer's request of spend percentages with diverse suppliers.
- F. Supplier shall indemnify and keep Bayer and its affiliates, including Bayer AG (all Bayer affiliates listed at https://www.bayer.com/sites/default/files/GDIS_Companies_EN.pdf) harmless from any damages, 3rd party claims, fines, or losses arising out of violations of the obligations described either herein or in the SCoC.

14. Adulteration and Misbranding.

Provider agrees that no material constituting, or being part of, any shipment or other delivery now or hereafter made to Buyer will at the time of such shipment or delivery, be adulterated or misbranded within the meaning of the laws concerning food and/or drugs, as amended or within the meaning of any Applicable Law in which the definition of adulteration and misbranding are substantially the same as those contained in the laws concerning food and/or drugs as such laws are constituted and effective at the time of such shipment or delivery. Provider hereby agrees to permit inspections by any Governmental Authority of the facilities and records relative to the Products or Services supplied hereunder.

15. Confidentiality.

- A. All information or data furnished by Buyer or its affiliates to Provider, orally, electronically or in writing, including but not limited to information about business and finances, research, strategies, products, processes, methods, drawings, plans, specifications or other documents, data or information (collectively, Confidential Information), shall be treated as confidential by Provider. Provider shall not make any use of Confidential Information except in performance or administration of this Purchase Order. The only persons from Provider who are authorized to access Confidential Information shall be the persons who need to know such Confidential Information in order to provide the Products and/or Services to Buyer and who are bound by obligations of confidentiality substantially similar to those under this Purchase Order. Provider shall not disclose the Confidential Information to anyone before or after performance of this Purchase Order without the written consent of Buyer.
- B. All Confidential Information shall be returned to Buyer or destroyed upon Buyer's request.
- C. Provider shall immediately notify Buyer of any unauthorized disclosure of Confidential Information.
- D. If Provider breaches this Section, damages would not provide an adequate remedy for Buyer. Therefore, Provider acknowledges that, in the event of a breach or threat of breach of this Section, Buyer shall have the right to obtain injunctive relief, in addition to any other relief available at law or in equity.
- E. Provider shall comply with all applicable federal, state and local laws, rules, and regulations for consumer protection including but not limited to the CAN-SPAM Act and the Federal Telephone Consumer Protection Act.

16. Insurance.

The work to be performed under this Purchase Order will be performed entirely at Provider's risk, and Provider assumes all responsibility for the condition of tools and equipment used in the performance of this Purchase Order. The Provider warrants and represents that, at its own expense, it has or shall obtain insurance of the following types: Commercial General Liability, on an occurrence coverage form basis, including coverage for Products/Completed Operations, Blanket Contractual, and Broad Form Property Damage; Automobile Liability covering all owned, non-owned and hired vehicles; Workers Compensation as required by Applicable Law; and, if handling any Personal Data (defined below) pursuant to this Purchase Order, Cyber Liability. Provider shall obtain a waiver of its insurer's right of subrogation against Buyer and other providers working at the site, and Provider shall name Buyer as an additional insured on its Commercial General Liability and Automobile Liability policies. It is expressly understood that Buyer does not, in any way, represent that the amount of insurance obtained by Provider is sufficient or adequate to protect Provider's interests or liability.

17. Indemnity and Limitation of Liability.

- A. *Scope of Indemnity.* Provider shall, at its own expense, defend, indemnify and hold harmless Buyer, its successors and assigns, and its and their affiliates, employees, officers, directors and customers, against any and all claims, losses, demands, damages, costs, expenses or money judgments, injuries (including sickness, disease or death), liabilities and legal proceedings, arising out of or in connection with (i) the Products supplied and/or Services performed hereunder, (ii) the acts or omissions of Provider or any of its officers, directors, managers, agents, employees, representatives, supervisors, successors, assigns, subcontractors or anyone acting on any of their behalf, arising from or related to the performance or non-performance of Provider's obligations under this Purchase Order, (iii) any representation or warranty made or given by Provider, (iv) any claim by any party that the Products or Services furnished by Provider infringe any third party's intellectual property rights, (v) any assertion that Buyer should be deemed the "employer" or "joint employer" of any individual performing under this Purchase Order, and (vi) any claim by a taxing entity that Buyer and/or its affiliates are responsible for Provider's tax obligations except to the extent all claims, losses, demands, damages, costs, expenses, actions or liabilities incurred by the Provider have resulted from the negligence, fraud or willful misconduct of the Buyer. Buyer shall notify Provider promptly of the institution of any such claim or suit and Provider may conduct the defense of it or settlement negotiations, provided that no settlement will be agreed to without Buyer's prior written consent, unless the sole relief is monetary damages and there is no admission of liability attributable to Buyer.
- B. *Limitation of Liability.* Buyer's liability for breach of this Purchase Order shall not exceed the difference between the resale price of any materials or work in process, sold in good faith and in a commercially reasonable manner and the price paid by Buyer for such materials or work in process, less expenses and costs saved in consequence of Buyer's breach. Buyer shall not be liable for any indirect, incidental, special or consequential damages, including but not limited to, Provider's loss of actual or anticipated profits arising out of, or arising from, this Purchase Order or from the performance, suspension, termination or breach hereof. Provider's remedies contained herein are not optional, but shall be Provider's exclusive remedies.

18. Suspension or Termination.

- A. *Termination for Cause.* Buyer may suspend or terminate this Purchase Order, in whole or in part, immediately if Products or Services furnished hereunder do not strictly conform to specifications or instructions of Buyer, or if Provider is in material breach of any of the terms hereof, including without limitation, its representations and warranties.
- B. *Termination for Convenience.* Buyer, for its convenience, shall have the right to suspend or terminate Provider's work hereunder, or any part thereof, including delivery, upon notice to Provider. Provider shall promptly comply with Buyer's instructions to minimize any cost to Buyer.
- C. *Bankruptcy or Insolvency.* Buyer may cancel this Purchase Order without any further liability to Provider, its successors or assigns, if Provider becomes insolvent, is adjudicated bankrupt or has a voluntary or involuntary petition of bankruptcy filed against it.
- D. *Effect of Termination.* Buyer will notify Provider of the termination of the Purchase Order and Provider shall immediately stop all work on the Purchase Order. Buyer may provide a verbal notice to terminate which may be immediately confirmed in writing. In the event of termination or suspension, Provider shall be entitled to recover only its uncompensated actual direct costs incurred prior to the date of Buyer's termination, plus those actual direct costs arising from Buyer's termination, so long as Provider furnishes to Buyer a complete termination cost analysis substantiating all costs claimed owing and in no event shall the total price paid by the Buyer exceed the price(s) specified in this Purchase Order with respect to the portion of the Products and/or Services that are relevant to the claim. Any cost claimed by Provider under this Section shall be subject to the audit and approval of Buyer. Upon termination, any partially completed Products or Deliverables shall become the property of Buyer in their then state of completion. In the event that any of Services are not fully performed by Provider, whether as a result of termination or otherwise, Provider shall only be compensated for those Services actually performed. Buyer's payments upon suspension or termination under this paragraph will be in full satisfaction of all claims that Provider may have against Buyer.

19. Intellectual Property.

- A. Except as provided below, upon full and final payment to Provider under this Purchase Order, any Deliverables will become the property of Buyer, and to the extent necessary, Provider hereby assigns all right, title and interest in and to the Deliverables to Buyer. Provider agrees to execute and deliver any and all papers necessary to reflect Buyer's interest in the Deliverables. To the extent that any intellectual property right owned by Provider relates to or is incorporated in any of the Deliverables, Provider hereby grants Buyer, upon full and final payment to Provider, a worldwide, perpetual, royalty-free, fully paid-up, non-exclusive license to use such intellectual property right for its business purposes. Provider further agrees that any invention or discovery, whether patentable or not, made or conceived by its employees or contractors assigned to provide services hereunder, which relates to the business of Buyer, shall be the property of Buyer, as shall any invention made or conceived by any employee or contractor of Provider which is at least partially based on Buyer Confidential Information, as that term is defined in this Purchase Order. All materials developed by Provider, its employees or contractors pursuant to this Purchase Order, in any form, shall be considered works for hire and all rights to such materials, including the copyright, shall belong to Buyer, survive inspection, delivery, acceptance, payment or use and shall remain property of Buyer, its successors and/or assignors.

20. Responsibility for Buyer Property.

All material, including tools or machines, furnished or specifically paid for by Buyer, shall be (i) the property of Buyer, (ii) subject to removal at all times without additional cost upon demand by Buyer, (iii) used only in filling orders from Buyer and/or its affiliates, (iv) kept separate from other materials or tools, (v) clearly identified as the property of Buyer, (vi) insured by Provider with loss payable to Buyer, (vii) kept confidential, and (viii) at the discretion of Buyer, returned to Buyer at the termination of this Purchase Order. Provider assumes liability for all loss or damage, excepting normal wear and tear, to such materials and agrees to supply detailed statements on the material as requested by Buyer.

21. Country of Origin; Certificates.

All Products will be marked conspicuously, legibly, and permanently in English or French if applicable with the country of origin of the Products and its components, as such is determined and required by Applicable Law. Improper or incomplete markings will cause all expenses and penalties (including legal fees) incurred by Buyer to be charged back to the Provider and/or offset against other amounts owed to Provider. Repetitive failure to properly mark Products will constitute a breach hereof and may result in Buyer issuing immediate termination of this Purchase Order. When applicable, Provider agrees to provide a valid Free Trade Agreement (FTA) Certificate (including

product name, country of origin and harmonized tariff system number), or, in the alternative, a statement that the product does not qualify for a given FTA. In the case of imported Products, and if applicable, Provider agrees to provide a Certificate of Delivery.

22. Miscellaneous.

- A. *Force Majeure.* No liability shall result from delay in performance, or non-performance, caused by circumstances beyond the reasonable control and without the fault or negligence of the party affected, including, but not limited to, Acts of God, fire, flood, war, government action, terrorist act, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. The curing of any delay in performance or non-performance as a result of the causes described in the foregoing sentence shall be prosecuted with due diligence by the affected party and shall include reasonable updates as to the status of such condition and its expected impact on the ability to perform under this Purchase Order. At Buyer's option, quantities so affected by the causes described in the first sentence of this paragraph may be eliminated from this Purchase Order without liability, but this Purchase Order shall remain otherwise unaffected.
- B. *Relationship of Parties.* Provider is an independent contractor for all purposes, without express or implied authority to bind to bind Buyer by contract or otherwise. Neither Provider nor its employees, agents or subcontractors are employees or agents of Buyer, and are therefore not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance.
- C. *Safety and Site Requirements.* Provider or its subcontractors, employees, agents and guests of any of them shall at all times comply with all safety and security regulations in effect from time to time at Buyer's site or as applicable away from Buyer's site.
- D. *Assignment; Subcontracting.* This Purchase Order shall not be assigned by Provider without Buyer's prior written consent. Provider shall not subcontract all or any part of its performance of this Purchase Order to any other party without Buyer's prior written consent. No assignment or subcontracting by Provider, with or without Buyer's consent, shall relieve Provider of any obligations under this Purchase Order.
- E. *Publicity.* Neither party shall use in any manner, directly or indirectly, or refer to the other party's name, including any proprietary logos, in any advertisements, sales promotions, press releases or releases to professional or trade publications, without the other party's prior express written approval.
- F. *Governing Law.* If this Purchase Order is primarily performed in, or its products and services are primarily sent to United States locations, then the validity, interpretation, and performance of this Purchase Order shall be governed by the Applicable Law of the State of Delaware without regard to its conflicts of laws principles and Provider agrees to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware. If this Order is primarily performed in Canada, or its products and services are primarily sent to Canada locations, this Order shall be governed by and construed exclusively in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Supplier hereby attorns to the exclusive jurisdiction of the courts of the province of Ontario.
- G. *Language.* Both parties declare that they have requested and do hereby confirm their request that this Agreement and related documents be in English. Les parties déclarent qu'elles ont exigé et par les présentes confirment leur demande que le présent contrat ainsi que les documents qui s'y rattachent, soient rédigés en anglais.

23. Testing.

- A. If any tests on the goods to be provided are performed, the Supplier shall bear the costs for such tests, including the cost of its own personnel, but excluding the cost of Bayer's personnel. The Supplier shall inform Bayer, at least seven (7) days in advance, the date when the goods shall be ready to be tested and shall agree with Bayer a date to perform such tests. If the goods is not submitted for testing on such date, the costs of Bayer's personnel shall be borne by the Supplier.
- B. If any flaw found on the goods makes it necessary to repeat the tests or carry out other tests, the Supplier shall bear all personnel and other costs related to such tests; the Supplier shall also pay for all personnel and other costs incurred in connection with the testing of materials used by it in the implementation of the order.
- C. In the event that Bayer provides the Supplier with any goods sample, such shall belong to Bayer and the Supplier shall bear all necessary expenses for its storage, preservation and return to Bayer, in the understanding that any Service required by the Supplier related to such sample must comply with all elements, characteristics and quality of the approved sample.

24. Assembly, Maintenance, Inspection, Repairs, etc.

- A. If any assembly, maintenance, inspection, repair, works, at any of Bayer's facilities, takes place, such work shall be performed in accordance with the Safety Manual for Bayer Contractors. Such manual shall be delivered at the beginning of the works or must be requested at the Security Department at the Bayer's site.
- B. Bayer shall not be responsible for any property of the Supplier or its personnel at the facilities of Bayer.

25. Pharmacovigilance.

Provider agrees to provide Bayer pharmacovigilance department with written reports of all Adverse Events and Complaints regarding Bayer product(s) that come to their attention in connection with the performance of services/activities defined in this Purchase Order. The reports shall be provided by e-mail to pv.caseprocessing@bayer.com within one (1) Business Day from the receipt of such information.

All known cases of exposure via mother / father (exposure during conception, pregnancy, childbirth and breastfeeding); medication error; misuse; off-label use; abuse; addiction / dependence; product use issue / intentional product use issue; lack of drug effect / lack of effect; overdose (accidental and intentional); suspected transmission of an infectious agent; drug interactions; withdrawal syndrome; occupational exposure or unexpected therapeutic benefit (pre-existing condition improved) with respect to the Bayer Product(s) covered under this Agreement must be reported in the same manner as an Adverse Events / Complaint.

Adverse Event: is any untoward medical occurrence in a patient, clinical investigation subject, user or other person administered a pharmaceutical product, or after use of a cosmetic product or medical device, and which does not necessarily have a causal relationship (association) with this treatment. An Adverse Event can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding), symptom, or disease temporally associated with the use of the product, whether or not related to the product.

Complaint: is any report received (written, electronic or verbal communication) about a potential or alleged failure of a product in its quality (including the identity, durability, reliability, safety, efficacy, or performance) or a suspected counterfeit. The complaint may or may not represent a potential risk to the patient/customer/user/environment.

26. Responsible Handling.

In the event that any goods and/or services to be provided under this PO are related to any products with technology owned by Bayer (Biotechnology), the following provisions shall apply:

The Supplier hereby binds itself to ensure that any activity it performs under this PO adheres to all applicable laws and regulations, as well as the Stewardship guidelines Bayer provides the Supplier with, either through any communications attached to or separate from this PO. The Supplier hereby also states that it is aware of the Stewardship guidelines of Bayer and, therefore, binds itself to comply therewith.

A. Governmental Authorizations. In case any government approval or authorization is necessary to carry out the activities derived from or related to this PO, the Supplier hereby expressly accepts and binds itself to not carry out such activity until it has such authorizations. In these cases, the Supplier must carry out the corresponding activities in compliance with the provisions related to government approval or authorization. The Supplier must define/adopt and implement best practices procedures for the handling of the goods and/or services and the documentation processes to ensure the completeness and control of any biotechnological materials used, including preventing any non-authorized or accidental release thereof.

B. Incident reports and answers. The Supplier shall define/support, assisted by Bayer, a plan to report any incident which may impact the completeness of the goods and/or services, compliance with any regulatory requirements and responsible handling of the goods and/or services or which may impact any third parties.

Likewise, it shall define along with Bayer a plan to identify and report any incident that may impact: a) The completeness, control or traceability of the goods and/or services, b) Compliance with any regulatory requirements and/or Responsible Handling of the Product or which may impact any third parties. In the event of any suspicion of an incident such as a leak outside the facilities of the Supplier or any loss, theft, handling different from the purpose of this PO, deviation, or non-destruction of the goods and/or services, the Supplier must inform through a telephone call within a period not exceeding 24 (twenty-four) hours from the time of identification of the potential incident, the responsible management contact of Bayer or its representative of any event of the abovementioned nature.

In connection with the above, the Supplier is hereby expressly prohibited from:

- 1.- Selling or using any seeds from Bayer for any reproduction, investigation, seed production, reverse engineering or analysis of the genetic configuration of such seeds.
- 2.- Preserving, keeping, or storing any number of seeds for purposes other than those stated in this PO. The Supplier hereby binds itself to carry out any storage activities in accordance with the guidelines the corresponding authorities may establish.
- 3.- The Supplier must not, at any time, move any seeds outside the destruction and/or storage areas if such is not contemplated within the activities directly related to this PO or without the consent of Bayer.

27. Quality. In order to avoid any cross-contamination, Supplier shall ensure that all equipment, and containers are cleaned with the utmost care before any change of products. Supplier shall operate in accordance with the latest guidance on Contamination Prevention in the Manufacture of Crop Protection products, to be found on <https://croplife.org/?s=guidelines> and shall -to the extent legally possible and where applicable- indicate to Bayer which other product has been handled, processed or stored in the equipment and containers before. Further, Supplier shall promptly inform Bayer:

(i) of any risk of cross-contamination or any suspicion of cross-contamination.

and/or

(ii) planned essential changes in the production process including but not limited to change of source of (i) input material or (ii) the quality and composition of the input material or change to a different input material including any formulation materials or (iii) the production location. Bayer and Supplier will make reasonable efforts to agree in good faith on the appropriate next steps such as e.g. (i) Bayer will adapt its registrations to the new production process and (ii) Bayer will conduct its internal qualification process for purchased materials deriving from the new production process to ensure that such purchased materials can be used successfully in Products. Until the successful completion of the agreed measures, Supplier shall ensure that orders according to this Agreement can be fulfilled with material deriving from the established production process. However, to the extent that the changes make the relevant product unsuitable for Bayer's use, even though the relevant product continues to meet the relevant Specifications, Bayer will so notify Supplier. If no resolution satisfactory to both parties is achieved within thirty days after Bayer notifies Supplier, Bayer may terminate this Agreement with at least thirty days' prior written notice to Supplier.

Exhibit A

Compliance with Laws:

A. Additional Representations and Warranties of Provider

Provider at all times shall comply with all Applicable Law in the performance of this Purchase Order, including without limitation laws related to healthcare, bribery and antitrust, anti-corruption, privacy, employment law matters, international trade, intellectual property, fraud and abuse, false claims, sampling, and prohibition of kickbacks and unlawful self-referrals:

B. Anti-Corruption. Provider will promptly report to Buyer in writing any suspected or detected violation of applicable anti-trust obligations or prohibitions in connection with Buyer's business and, in such cases, will cooperate fully with Buyer in reviewing the matter. Contractor acknowledges and understands that Buyer follows a policy of "No Gifts" to be exchanged with suppliers.

3. Laws pertaining to work for the federal government. If this PO covers goods or services in furtherance of Buyer's contractual obligations to a federal government under circumstances (such as dollar amount of contract) where laws pertaining to government acquisition of goods and services apply, Provider shall comply with such laws insofar as such laws require compliance from Provider. These laws primarily concern employment matters and fairness in subcontracting.

4. *Trade Compliance. The Importer of Record into the applicable country shall be determined by the underlying contract of sale and the Incoterms applicable to the transaction.* Provider represents and warrants that it will comply with all Applicable Law relating to exports and import of goods and will supply all necessary information relevant to import of Products by the recipient. Provider also shall supply to Buyer such other information related to the export or import of Products as Buyer may from time to time request.

Additionally, Provider agrees that:

1. **Supply Chain Security.** With respect to any import into the applicable country, Provider will comply with any applicable anti-terrorism laws and regulations. Provider must immediately notify Buyer of any known container seal discrepancy or breakage.

2. **Prohibited Labor.** Buyer does not accept merchandise produced by Prohibited Labor, such as child or forced labor. Providers must ensure compliance with any applicable Prohibited Labor laws and regulations, to demonstrate that goods are not manufactured with any form of Prohibited Labor. The Provider must also ensure similar compliance standards are met with any subsequent tiered suppliers or service providers within their supply chains. Provider must notify buyer of any merchandise that is made in part or in whole with any potential Prohibited Labor. In the event of a detained import or regulatory inquiry related to a detained import, the Provider must cooperate with the Buyer's request for information and must support the Buyer to address the incident towards resolution. If the import is confirmed as produced by Prohibited Labor, then the Supplier will be liable for the inadmissible merchandise and the relationship with the Provider may be terminated for cause.

3. **Controlled Technology or Technical Data.** In the event any Products or Services being furnished by Provider potentially relate to technology or technical data that is subject to export control laws and regulations, Confidential Information or other information obtained in connection with its performance of this Purchase Order may be considered technology or technical data that is subject to applicable export control laws and regulations, and Provider hereby agrees to comply with any such Applicable Law. Provider agrees to cooperate with Buyer to ensure compliance with applicable import and export laws and regulations, including without limitation by ensuring that its employees abide by deemed export laws and adhere to the compliance processes for import and export laws and regulations of Buyer or any of its affiliates. If requested by Buyer, Provider agrees to implement a verification process to validate (and be able to demonstrate to Buyer) that Provider and its employees, agents, subcontractors and subcontractor agents and employees have complied with all applicable import and export control laws including deemed export regulations

Data Privacy and Security. Without limiting any other provisions contained in this Purchase Order, in the event any Provider obtains access to Personal Data in connection with its provision of Products or Services under this Purchase Order, this Data Privacy and Security section shall apply. "Personal Data" means any information that identifies or can be used to identify an individual, including, without limitation, information related to Buyer's and its affiliates' personnel (e.g., employees, temporary workers and independent contractors), customers, suppliers and invitees, that is provided to, or obtained, used, accessed, maintained, or otherwise handled by, Provider in connection with providing Products or Services under this Purchase Order. Provider will treat Personal Data as Confidential Information. Provider certifies that it will (and any third-parties to which it grants access to Personal Data will), at all times, comply with and treat Personal Data in accordance with: (i) this Privacy and Security section; and (ii) applicable Data Protection Requirements. "Data Protection Requirements" means all Applicable Law relating to the collection, use, disclosure and protection of Personal Data in a jurisdiction in or from which Buyer or Provider collects, transmits, stores, uses, discloses or otherwise processes (collectively, "Process" or "Processing") Personal Data. Without limiting the foregoing, Provider agrees that:

1. **Data privacy.** Provider will only Process Personal Data to provide Products or Services under this Purchase Order and for no other purpose unless authorized in advance in writing by Buyer. In no event may Provider: (i) Process Personal Data to market its services or those of an affiliate or third party; or (ii) sell, rent, disclose or otherwise provide access to Personal Data to its affiliates or third parties (except as agreed by Buyer in writing or as strictly necessary to provide the Products or Services or to comply with Applicable Law). Provider will remain accountable and responsible for all actions by, and omissions of, third parties to which it discloses or provides access to Personal Data with respect to such Personal Data. With each third party to which Provider discloses or provides access to Personal Data, Provider will execute a written agreement that includes provisions that are no less protective of Personal Data than the level of protection required of Provider. Upon request from Buyer, Provider will provide all reasonable cooperation and assistance in responding to any request, inquiry or other communication from individuals or any regulatory or law enforcement authorities pertaining to Personal Data Processed under this Purchase Order.

2. **Information security.** Provider will maintain and monitor a comprehensive, written information security program that contains administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Personal Data, including, but not limited to, measures to protect against unauthorized access to or alteration, disclosure, destruction or loss of Personal Data. Provider

certifies that its information security program is consistent with: (i) Buyer's information security practices and requirements as may be issued to Provider by Buyer from time to time, and (ii) the Data Protection Requirements. Provider will notify Buyer in writing immediately (and in any event within twenty-four (24) hours) to USPrivacy@bayer.com and via telephone to Provider's primary business contact whenever Provider reasonably believes there has been either: (a) an actual unauthorized acquisition, destruction, modification, use, disclosure of, or access to, Personal Data; or (b) a possible unauthorized acquisition, destruction, modification, use, disclosure of, or access to, Personal Data that triggers a legal obligation (e.g., notification) pursuant to the Data Protection Requirements (an "Information Security Breach"). Unless required by Applicable Law, Provider will not notify any individual or any third party other than law enforcement of any potential Information Security Breach involving Personal Data without first consulting with, and obtaining the permission of, Buyer. If Buyer directs Provider to correspond with or notify individuals of the Information Security Breach, Provider will be responsible, at Provider's sole cost and expense, for filing all notices and making all notifications required by applicable law, and will provide Buyer with sufficient documentation to support that all legal obligations have been satisfied. Except to the extent the Information Security Breach was caused by an act or omission by Buyer, Provider will (a) reimburse Buyer for all losses suffered or incurred by Buyer in connection with the Information Security Breach, including without limitation losses that result from, occur in connection with or arise out of any of filing notices and/or notifying individuals regarding the Information Security Breach, and consulting outside advisors (e.g., attorneys, consultants) to determine and/or address Buyer's legal obligations resulting from the Information Security Breach; and (b) provide, at Provider's sole cost, reasonable assistance and cooperation requested by Buyer in the furtherance of any correction or remediation of the Information Security Breach and/or the mitigation of any damage, including without limitation one year of identity theft protection and credit monitoring services to any individual whose Personal Data was included in the Information Security Breach. Provider will indemnify, defend and hold harmless Buyer from and against any and all losses arising from, in connection with, or based upon any third-party claim against any of them that results from, occurs in connection with or arises out of any Information Security Breach, a violation of the requirements of this Data Privacy and Security section or the Data Protection Requirements, and any negligence or willful misconduct of Provider, its personnel, or any third party to whom Provider provides access to Personal Data, with respect to security or confidentiality of such Personal Data.

3. Obligations on termination. Upon termination or expiration of the Agreement, or for any reason upon Buyer's request, Provider will: (a) immediately cease handling Buyer's Personal Data and will, as directed by Buyer, return or dispose of any or all such Personal Data; and (b) direct any relevant third-parties to return or dispose of any or all Personal Data in their possession, power or control. Provider will certify to Buyer that all forms of the requested Personal Data have been either returned or destroyed. Notwithstanding the foregoing, Provider may retain copies of Personal Data to the extent required by Applicable Law or as permitted under this Agreement. If Provider disposes of any paper, electronic or other record containing Personal Data, Provider will do so by taking all reasonable steps to destroy the information by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying the Personal Data to make it unreadable, unreconstructable and indecipherable. Provider's obligations under this Data Privacy and Security section will continue for so long as Provider continues to have access to, is in possession of or acquires Personal Data, even if all agreements between Provider and Buyer have expired or terminated.