

General Purchase Terms and Conditions of Bayer AG and its affiliated companies in Belgium.

1. GENERAL

- 1.1 These terms and conditions ("Purchase Terms and Conditions") are incorporated by reference into the purchase agreement or other agreement entered into for the purchase of goods and/or services ("Agreement") between Bayer AG or the company affiliated with Bayer AG in Belgium within the meaning of article 1:20 and 1:22 of the Belgian Code of Companies and associations (hereafter "Bayer") that includes these Terms and Conditions ("Purchaser") and the contractual partner ("Supplier").
- 1.2 These Purchase Terms and Conditions apply exclusively. These Purchase Terms and Conditions shall not apply only if and to the extent that the validity of Purchaser's special terms and conditions is agreed on. In that case, the Purchase Terms and Conditions apply only additionally and secondarily. These Purchase Terms and Conditions shall in particular not apply
- 1.3 Supplier's conflicting or differing terms and conditions or other terms and conditions or other general business terms and conditions are not recognized. Conflicting or differing terms and conditions shall apply only if the Purchaser has expressly accepted them in writing in each individual case. This provision applies even if goods and/or services are accepted by the Purchaser in awareness of Supplier's general business terms and conditions.
- 1.4 Individual contractual agreements always have priority over these Purchase Terms and Conditions.

2. PROVISIONS OF THE AGREEMENT

- 2.1 No oral side agreements or assurances made by Purchaser before the conclusion of the Agreement are legally binding. All such agreements or assurances are replaced in full by the Agreement. The above provision does not apply if the assurances expressly indicate that they are intended to remain binding, or if the assurances are expressly confirmed in writing by Purchaser.
- 2.2 Individual provisions of these Purchase Terms and Conditions that make express reference to a specific type of purchase category (e.g. purchase of goods, purchase of work and materials, work services, general services or equipment) apply exclusively for the respective type of purchase category. Otherwise, the provisions set forth below apply for all types of purchase categories.

3. SUPPLIER'S OFFER

- 3.1 Supplier shall orient its offer to Purchaser's inquiry.
- The offer must be prepared and submitted free of charge. The offer shall not create any obligations on the part of the potential Purchaser. Cost proposals shall be remunerated only by express prior agreement.
- 3.2 If in an individual case and notwithstanding the provisions of Section 17.1, third-party costs and expenses are to be compensated, they must be indicated in the offer, itemized by quantity and with an indication of unit and total prices.

4. PURCHASE ORDER AND ACCEPTANCE

- 4.1 Supplier shall check each purchase order received from Purchaser for discernible errors, ambiguities, omissions and unsuitability of the specifications selected by Purchaser for the intended purpose. Supplier shall immediately inform Purchaser of any necessary amendments or clarifications to the purchase order.
- 4.2 Each purchase order and/or amended purchase order that does not accept a previous offer of Supplier must be acknowledged in writing by

Supplier. The start of execution of the purchase order by Supplier shall be equivalent to this express acceptance by Supplier of the offer.

- 4.3 Supplier must indicate the following information in all correspondence: Purchasing department, complete purchase order number, date of purchase order and Purchaser's reference.
- 4.4 Purchaser is entitled to demand modifications to the goods or services to be supplied even after the conclusion of the Agreement, provided Supplier can be reasonably expected to make such modifications. Such amendments to the Agreement shall consider the effects for both parties, in particular, sufficient account shall be taken to cost increases or decreases and effects on the schedule.
- 4.5 Supplier is not authorized by the purchase order to represent Purchaser.

5. PERFORMANCE OF SERVICES BY SUPPLIER AND SUB-CONTACTORS

- 5.1 Supplier shall perform the services itself or have them performed by third parties integrated into its operating organization and on its own responsibility. Supplier is authorized to use subcontractors only upon Purchaser's prior express approval. If Purchaser approves the use of subcontractors, they shall be commissioned by Supplier in its own name and for its own account.
- 5.2 If the performance of the service takes place at the Purchaser's site, Supplier must comply with the safety and organizational requirements for outside companies and/or the internal operating regulations applicable at the respective site. Supplier must also comply with all other requirements displayed for its information on the site. If Supplier considers the requirements unreasonable, it must immediately register its objections with Purchaser.
- 5.3 Supplier shall use only qualified persons for the performance of the service. Persons whose employment with Purchaser was previously terminated by Purchaser for personnel or performance-related reasons may not be used, or persons who have repeatedly damaged or continue to cause particularly serious damage to Purchaser's interests. Supplier shall bear any increased costs resulting from a replacement of the personnel used for the performance of the service.

6. TIME OF PERFORMANCE AND DELIVERIES

- 6.1 If a specified period of time has been stipulated for the performance, unless otherwise agreed, this period begins with receipt of the purchase order by Supplier.
- 6.2 As soon as Supplier becomes aware that it can no longer perform its contractual obligations in whole or in part, or not in a timely manner, it must immediately notify Purchaser of this indicating the reasons for and the projected duration of the delay. Notification must be made in writing. If Supplier fails to provide this notification, it may not plead the obstacle to Purchaser as the cause of the delay.
- 6.3 If Supplier does not perform within the stipulated time, it shall be liable in accordance with the applicable laws and regulations. Purchaser is also authorized, in the event of delays in performance or delivery, after prior written notification to Supplier, to impose a contractual penalty in the amount of 0.5%, not to exceed 5% of the amount of the purchase order, for each week or portion thereof the performance or delivery is delayed, unless Supplier is not responsible for the delay. Any contractual penalty paid in accordance with this provision shall be credited toward the compensation for delayed performance owed by Supplier. The contractual penalty can be asserted until final payment is due, with no retention needed.
- 6.4 Partial services and/or deliveries shall be accepted only by express agreement.
- 6.5 If a delivery deadline is stipulated, Purchaser reserves the right to return goods delivered early at Supplier's expense. If Purchaser decides not to

return early deliveries, the goods shall be stored until the stipulated delivery date at Supplier's expense and risk.

7. PLACE OF PERFORMANCE

The place of performance for all claims arising under this Agreement is for both parties the destination specified by Purchaser (i.e. the delivery address indicated in the purchase order or otherwise stipulated).

8. COOPERATION BY PURCHASER

8.1 Purchaser shall provide the contractually stipulated cooperation. Unless agreed otherwise, this cooperation is an obligation.

8.2 If Purchaser fails to provide or adequately perform required cooperation services, Supplier must register its complaint immediately and in writing. If Supplier does not fulfill this requirement to register its complaints, Purchaser shall not be in default of its duty of cooperation and Supplier cannot plead a lack of cooperation.

9. TESTS AND INSPECTIONS

If tests and inspections are stipulated for the goods or services to be supplied, Supplier shall bear the material and its personnel costs of the tests and inspections. Purchaser shall bear the costs of its testing and inspection personnel. Supplier must send binding notification to Purchaser that the service or goods are ready for testing or inspection at least one week before the date stipulated for the test or inspection. Supplier must also agree on a test date with Purchaser. If the item to be tested is not presented on this date, Purchaser's testing personnel costs shall be charged to Supplier. If defects are identified and repeated or additional tests are therefore necessary, Supplier shall be responsible for all material and personnel costs. Supplier shall bear the material and personnel costs of the material certificates for the primary materials.

10. PACKING AND SHIPMENT

10.1 Separately from the goods and the invoice, Supplier must send a complete shipping notice for each individual shipment on the date of dispatch. Bills of lading and packing lists must be included with each shipment. For shipments by ship, the name of the shipping company and the vessel must be indicated in the shipping documents and the invoice. The Supplier must select the best and most appropriate means of transport for the Purchaser. The purchase order references and information on the unloading point specified by Purchaser must be indicated in full on the shipping notices, bills of lading, packing lists, consignment notes, invoices and on the external packaging.

10.2 Supplier shall always pack, label, store, stow and ship product in accordance with applicable laws and according to product specification including product specific requirements for packaging, warehousing, and transportation. If required by applicable laws the accompanying documents shall show the risk category and all further particulars. This may include the delivery of a valid and complete material safety data sheet.

10.3 Goods must be packed to prevent damage during transport. Packing materials must be used only to the extent necessary to achieve this purpose. Supplier must take back the packing material as required by law and the applicable regulations. If, under the terms of an express agreement, Purchaser pays separate compensation for the packing material, it is entitled to return the packing material in good condition for a refund of 75% of the invoiced price, freight prepaid, to Supplier. The maximum weight of each package is 10 kg.

10.4 In general, Supplier must pack, identify and ship hazardous products / dangerous goods ("Dangerous Goods") in compliance with the applicable national/international requirements concerning classification, labelling packaging, storing and transportation of Dangerous Goods ("Transport and Handling"). The same applies to the creation and signing of mandatory transport documentation related to Dangerous Goods,

irrespectively of the agreed Incoterm. Where such regulations do not exist, the UN Recommendations on the Transport of Dangerous Goods, Model Regulations shall apply.

10.5 Supplier shall be liable for damages and shall assume all costs incurred as a result of failure to comply with these regulations. Supplier shall also be responsible for compliance with these regulations by its subcontractors.

10.6 All shipments that cannot be accepted as a result of Supplier's failure to comply with these regulations shall be placed in storage at Supplier's expense and risk. Purchaser is entitled to ascertain the content and condition of such shipments.

11. COMPLIANCE WITH REACH REGULATION

11.1 If Supplier is a supplier within the meaning of Art. 3, No. 32 of the REACH Regulation (Regulation (EC) 1907/2006), it is responsible for compliance with its obligations with reference to the delivery of the goods. In particular it must in all cases covered by Art. 31, paras. 1 to 3 of the REACH Regulation provide the Purchaser with a Safety Data Sheet pursuant to Art. 31 of the REACH Regulation in the language of the receiving country and comply with its duty of information pursuant to Art. 32 of the REACH Regulation for materials, both individually and in mixtures for which no Safety Data Sheet is required.

11.2 Supplier must ensure that all the substances contained in the goods are effectively registered in compliance with the applicable requirements of Art. 6 of the REACH Regulation for the applications indicated by Purchaser, unless they are exempt from the registration obligation, and that they have the necessary authorizations. The above requirement applies as appropriate for substances released from products within the meaning of Art. 7 of the REACH Regulation.

11.3 Supplier must immediately notify Purchaser if ingredients of an item supplied by Supplier contain a substance in a concentration greater than 0.1 percent by weight (w/w) that meets the criteria of Articles 57 and 59 of the REACH Regulation or is listed in Annex XIV of the REACH Regulation. The same requirements apply for packing materials.

12. INSURANCE

12.1 In accordance with the transfer of risk under the stipulated INCOTERMS/delivery conditions, the respective Party bears the risk for the loss of or damage to the goods.

12.2 Supplier must, at its expense, purchase sufficient liability insurance in an amount standard in its sector to cover damage caused by services or work performed or property owned by it, its personnel or its subcontractors as a result of services performed or work or goods delivered. Proof of coverage must be provided to Purchaser on request. More extensive damage claims to which Purchaser may be entitled in excess of insurance coverage remain unaffected.

12.3 The purchase of special erection/installation insurance coverage in addition to the liability coverage stipulated in Section 12.2 must be coordinated between Purchaser and Supplier in each individual case.

12.4 Objects loaned to Purchaser, including but not limited to machines and equipment that are used on operating sites, must be insured by Purchaser against the standard risks. Purchaser shall have no further liability for loss of or damage to these objects except in cases of malicious intent or gross negligence.

13. NO TRANSFER OF EMPLOYEES, MINIMUM WAGE

13.1 Purchaser does not have supervisory authority over Supplier's employees. Supplier must ensure that no persons employed by it in the performance of the service can be regarded as Purchaser's employees. The above requirement applies in particular if persons employed by Supplier perform the services in Purchaser's offices or on its property.

- 13.2 Supplier bears sole responsibility for the contractual, statutory, official and professional obligations toward the persons employed by it for the performance of the service. Supplier must hold Purchaser completely harmless from claims that may be brought against Purchaser resulting from infringement of the above obligations. This hold harmless obligation applies in particular to obligations for wage and/or salary payments and/or all other payment obligations that result from employment or service relationships (such as for Social Security contributions). It also applies for any and all claims arising from the hiring-out of employees.
- 13.3 Supplier must notify Purchaser as soon as it becomes apparent that pseudo self-employment of Supplier by Purchaser could be assumed or that the performance of the service by Suppliers might be qualified as subcontracted labor.
- 13.4 Supplier must ensure compliance with the respective applicable statutory provisions concerning the minimum wage and the respective Collective Labour Agreements imposed within the applicable Joint Committees. In the event of a violation of the Minimum Wage provisions by Supplier or its subcontractors, Supplier must immediately so notify Purchaser in writing. Supplier shall hold Purchaser harmless from any claims in connection with the minimum wage.
- 13.5 Supplier and its employees must comply with the safety regulations as they apply at Purchaser.
- 13.6 Supplier must ensure that its employees and/or appointees are aware of the Welfare Act of 4 August 1996, its implementing decrees and the provisions of the General Regulations on Labour Protection which may be applicable.
- 13.7 Purchaser must inform Supplier, its personnel and/or appointees about the occupational risks at the Purchaser, the protection and the means of prevention at the Purchaser, the organisation of first aid at the Purchaser, the fighting of fires and the possible evacuation of persons at the Purchaser's interior works as provided for in the Welfare Act and its implementing decrees.

14. PURCHASER'S DOCUMENTS

- 14.1 Purchaser reserves title to all industrial property rights and copyright to all documents physically or electronically transmitted to Supplier. Purchaser retains title to all drawings, standards, guidelines, analysis methods, formulas and other documents that are transmitted by Purchaser to Supplier for the manufacture of the item to be delivered. Purchaser's documents are also covered by the requirements set forth in Section 25. The documents to which Purchaser retains title and/or that contain its business and operating secrets in drawings, standards, guidelines, analysis methods, formulas and other documents may be used, copied or made accessible to third parties by Supplier only for Purchaser's contractually stipulated purposes. Other requirements apply only with written consent of Purchaser. On request, all copies and reproductions that are necessary for the performance of the Agreement or are no longer required under statutory retention obligations must be immediately returned to Purchaser and/or - in the case of electronic documents - deleted.
- 14.2 Documents of all types that are required by Purchaser for the use, setup, erection or installation, processing, storage, operation, maintenance, inspection, service and repair of the items supplied must be made available by Supplier promptly, unsolicited and free of charge.
- 14.3 Purchaser's internal standards (company standards) and guidelines must be requested by Supplier in good time, to the extent that they have not already been made accessible or transmitted.
- 14.4 Documents transmitted by Purchaser must be returned unsolicited and/or - in the case of electronic documents - deleted by Supplier, subject to the obligation set forth in Section 15 and/or existing statutory retention obligations, not later than at the time of the completion of the order.

15. PURCHASER'S DOCUMENT RETENTION OBLIGATION

All documents created by Supplier in the context of the Agreement (e.g. drafts, clean drawings, film copies, audio takes and final proofs) and the data transmitted to Purchaser must be retained by Supplier for an additional three (3) years after the expiration or cancellation of the Agreement and made available at no charge in response to a special request by Purchaser.

16. QUALITY ASSURANCE

- 16.1 Supplier must establish and maintain an effective Quality Assurance program (e.g. in accordance with ISO 9000 et seq. or equivalent). Supplier must demonstrate the corresponding measures to Purchaser on request.
- 16.2 Purchaser itself is entitled to verify the Quality Assurance measures by appointment or to have them verified by third parties engaged by Supplier.
- 16.3 Supplier shall notify Purchaser before making any changes to raw materials, source of raw materials, methods of manufacture, production equipment or locations involved into the performance of a purchase order and shall obtain Purchaser's agreement that such changes do not make the use of goods and/or services unsuitable for Purchaser before making any such change (s). Purchaser may terminate the purchase order, if Supplier does not agree.
- 16.4 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 all applicable laws including 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 Purchaser which other product has been handled, processed or stored in the equipment and containers before. Further, Supplier shall promptly inform Purchaser of any risk of contamination or any suspicion of contamination.

17. COMPENSATION

- 17.1 Unless expressly agreed otherwise in writing, the compensation owed is a fixed price. Fixed prices also include expenses, energy costs, raw material costs, third-party costs, travel costs and out-of-pocket expenses as well as packing and freight-paid delivery. Fixed prices also include compensation for sketches and drafts (including clean drawings or drawing stored on electronic media, including image data). Fixed price agreements are also valid for estimates prepared by Supplier before the conclusion of the Agreement, unless such estimates are explicitly identified as non-binding. Any increased costs necessary to perform the service shall be borne by Supplier.
- 17.2 Unless a fixed price has been stipulated, travel costs are reimbursable only on the basis of Purchaser's prior written consent according to Purchaser's conditions for the reimbursement of travel costs.
- 17.3 If Supplier's prices are reduced or Supplier's conditions improve during the period between the purchase order and delivery, the prices and conditions in effect on the date of delivery also apply for Purchaser. The above provision applies accordingly for individually approved third-party services, costs and expenses.

18. PAYMENT TERMS

- 18.1 Invoices must contain the purchase order number indicated in the purchase order and describe the components of the service or goods in detail. Invoices must also correspond to the language, order of invoice items and prices indicated in the purchase order. Any additional or reduced services or goods must be listed separately in the invoice.

- 18.2 Invoices not denominated in local currency must show the conversion rate between the foreign currency/local currency or the VAT amount in the local currency.
- 18.3 If in the specific instance the parties agree in writing, notwithstanding the provisions of Section 17.1, that Purchaser shall reimburse out-of-pocket expenses, costs of third-party services and other expenses, these expenses must be shown in the invoice, broken out by item, quantity, unit and total prices and documented by copies of the corresponding invoices or vouchers.
- 18.4 Payment periods begin to run either on receipt of the invoice or on the day of receipt of the goods or services if the date of receiving the invoice is uncertain or if the invoice was received before the delivery of the goods and – if stipulated – the transmission of analysis certificates and/or manufacturing documentation. .
- 18.5 Payments are due within 60 (sixty) days net after receipt of the invoice, unless the provision in Section 18.4 results in a later payment date.
- 18.6 If and insofar as is permitted under Belgian law, the Parties may deviate from the payment terms as set forth in Section 18.5 if explicitly agreed, for example in the text field of a purchase order.
- 18.7 In case of late payment, interest is due at the interest rate applicable in commercial transactions in accordance with the Belgian law on combating late payment in commercial transactions of 2 August 2002. .
- 18.8 In the event of defective deliveries, Purchaser is entitled to withhold payment proportionally until proper performance.
- 18.9 Payment does not constitute any acknowledgment of terms, conditions or prices. The payment date has no effect on the beginning of the warranty periods and represents neither unrestricted acceptance of the item delivered nor a waiver of potential warranty claims.

19. RETENTION OF TITLE

- 19.1 Title to goods must be transferred to Purchaser without restrictions and without regard to payment of the price.
- 19.2 If, under the terms of an individual agreement, the seller offers to transfer title conditional on payment of the purchase price, Supplier's reservation of title expires not later than payment of the purchase price for the goods delivered. Purchaser also remains authorized, even before payment of the purchase price, to resell the goods in the ordinary course of business, including the advance assignment of the claim resulting from resale; alternatively the simple retention of title extended to the resale applies. However, all other forms of retention of title are excluded. The above provision applies in particular for expanded and forwarded retention of title and retention of title extended to include re-processing.

20. GRANTING/TRANSFER OF RIGHTS

- 20.1 The parties agree that all rights to the contractual works, designs, including but not limited to figures and graphics, photographs, software, data collections and/or other work results created by Supplier individually for Purchaser, including the associated drafts, documentation and information (together "Work Results" below) are the exclusive property of Purchaser. The parties further agree that Purchaser is entitled to use, exploit, add to, modify and otherwise process these Work Results (including for purposes beyond the business purposes of the Purchaser and the objective pursued with the specific order) in any conceivable manner and otherwise to process them and connect or combine them with other works or items and to transfer them in modified or unmodified form to affiliated companies and other third parties.
- 20.2 Supplier, by entering into this Agreement, accordingly grants exclusive, irrevocable rights of use to the Work Results referenced above created by Supplier and protected under copyright law as well as to all revisions and/or modifications of these Work Results with no temporal, geographic or content-related restrictions, which rights of use may be

transferred and/or sub-licensed in whole or in part. This granting of rights includes all rights of exploitation and use, including but not limited to the right of reproduction, dissemination, exhibition, presentation, performance and display, broadcasting, display, rental, leasing and database rights, cinema and video presentation rights (including all audiovisual storage systems), merchandising rights, as well as the rights to playback via interactive and non-interactive video or audio media, the playback of wireless transmissions and public access, digitization, on-line availability, transmission and playback, other public playback and access. Also included is the right to modify and process the Work Results (in particular to translate them into other languages and to synchronize them) and to combine or connect them with other works or items. The above granting of rights includes all known types of use, including but not restricted to use, application and/or exploitation for advertising purposes (such as in the form of posters, brochures, invitations, letters, reproductions on the Intranet and/or Internet, on websites, in apps and by all other digital media), in the context of books, press releases and/or other written works, in the context of television films, company videos, photographs and/or other recorded images, in all digital forms (such as in the context of multimedia products, on websites, in apps, availability on the Intranet and/or Internet) and/or in artistic and/or graphic images (including logos) that portray or integrate the Work Results. The above granting of rights to the use of the Work Results further includes rights for unknown types of use as well as use in processed form.

- 20.3 If third-party copyright arrangements allow it, Supplier also assigns to Purchaser the copyright to the Work Results as such. Supplier assigns to Purchaser all additional intellectual property rights to the Work Results as well as the film rights.
- 20.4 With regard to the contractual software created by Supplier individually for Purchaser and/or adaptations to software and/or parts of the software (including patentable databases, data or database structures and data collections, the terms and conditions set forth below also apply:
- If the Work Results are individually created software or adaptations to standard software, Purchaser shall be granted exclusive rights to said software or adaptations. Otherwise the rights shall be granted on a non-exclusive basis.
 - Purchaser is further granted the rights with regard to the contractual software or parts of the software individually, but also when they are included in other software and/or software parts and to that extent also jointly, in particular the right to exploit, lease, rent, reproduce, reconfigure and modify them, to transmit them wirelessly or by wire in whole or in part, to make them available for retrieval by the public free of charge or for consideration and to publicly report on the service. This right expressly also includes documentation, training materials or interim results of this software.
 - Purchaser is entitled to assign rights of use to software that has been purchased by Purchaser on the basis of these Purchase Terms and Conditions in the event of restructuring, the formation of new entities for purposes of research and development (in particular including for joint ventures formed in this context), the sale of companies or the outsourcing of IT processes in whole or in parts to associated companies within the meaning article 1:20 and 1:22 of the Belgian Code of Companies and associations and to third parties (in particular service providers in connection with this IT outsourcing). The assignment may to this extent also be only partial and in the context of the license scope shall include a usage authorization in favor of Purchaser.
- 20.5 Supplier also assigns all rights to and from inventions (including rights from patents and utility models), distinctive marks, trademarks, trade names and design rights on the Work Results created for Purchaser, to Purchaser in full and worldwide. This assignment further comprises all applications and interests in these rights. The assignment is independent of whether the rights, applications and interests are registered or unregistered. If any existing protective or identifying marks, trademarks, trade names or design rights cannot be assigned, Section 20.1 applies as appropriate.

- 20.6 If Supplier creates software and or adaptations to standard software on orders from Purchaser, the source and object code created in the context of execution of the order shall be assigned to Purchaser comprehensively and in appropriate form. If the subject matter of the Agreement is the supply of standard software and if Supplier does not transmit the source and object code for it to Purchaser, Supplier must, if Purchaser so wishes, deposit the source code with a suitable third-party, i.e. in particular an escrow agent, under standard market conditions and in favor of Purchaser.
- 20.7 In addition to the exclusive title to intellectual property, Purchaser also acquires exclusive title to all physical objects and data media created or conveyed in the context of this Agreement by Supplier or on the instructions of the Supplier for the performance of the purchase order (e.g. including but not limited to sketches, drafts, documents, molds, models, tools, films, photographs, transparencies, contact prints, film recordings, videotapes, masters, USB sticks, memory cards, advertising material, posters, signs, labels, packing materials etc.). The above provision applies even if some or all of the cited objects remain in Supplier's possession. These objects must be delivered to Purchaser on request.
- 20.8 With payment of the stipulated compensation, both the services contractually owed by Supplier and the above-mentioned transfers of rights shall be deemed fully compensated.

21. THIRD-PARTY RIGHTS AND ATTRIBUTION

- 21.1 For image material, Supplier must obtain in advance any required permission of persons portrayed in the image and for its publication and exploitation as stipulated in Section 20.2.
- 21.2 If third parties such as photographers, illustrators, models, speakers, singers etc. are hired, Supplier shall extend to Purchaser the opportunity to restrict the scope of the service before they are hired, with regard to the determination of fees and legal safeguards.
- 21.3 Supplier must ensure that all creators or ancillary copyright holders who are involved in producing the services and items to be provided in the framework of this Agreement on the basis of an agreement concluded with it, or whose services or works it has used, receive an appropriate share of the proceeds therefrom within the meaning of the Belgian Copyright Act
- 21.4 If Supplier is the (co-) author with reference to all uses of Purchaser's work, Supplier waives the requirement for attribution and shall require the third parties involved by it in the performance of its services to likewise waive their rights to attribution. Purchaser shall decide on the attribution of Supplier and/or any (co-) authors by name, as well as on any design of the citation.
- 21.5 Supplier shall ensure by means of corresponding agreements (in particular with any employees or subcontractors commissioned by it) that the contractual use of the Work Results and other objects conveyed by it may not be adversely affected by any (co-) authorship rights or other IP rights and that Purchaser is granted the rights described in Sections 20.1 to 20.7. Supplier must if necessary acquire the necessary rights and/or licenses. Supplier shall pay any license fees.

22. IP INFRINGEMENTS

- 22.1 Supplier shall hold Purchaser harmless from all third-party claims, subject to the provisions of Section 22.2, that are brought on grounds of infringement of third-party IP rights by the Work Results and/or objects supplied when used as stipulated by the Agreement. This hold-harmless obligation includes all expenses that are incurred by Purchaser from or in connection with the third-party claim.
- 22.2 Supplier shall not be liable for services that are made available by Purchaser. Purchaser shall hold Supplier harmless from third-party claims if and to the extent that the respective claim is brought on grounds that Supplier has acted at Purchaser's express wish, although Supplier has

notified Purchaser in writing of its objections with regard to the admissibility of the action.

23. CORPORATE DESIGN

Supplier shall use Purchaser's current Corporate Design appropriately, in particular in the creation of communications and public relations services (e.g. advertising material, signs, films, television or radio spots, product packaging, business letters, business reports or similar materials, regardless whether for Purchaser's internal use or for external purposes directed at third parties). In this regard, Purchaser must transmit the Corporate Design to Supplier in a suitable format or enable it to have access. Supplier shall not include any reference in its information or advertising material or its websites to its commercial relationship with Purchaser unless it has obtained Purchaser's prior written approval.

24. COMPLIANCE WITH THE REQUIREMENTS OF FAIR TRADE LAWS IN ADVERTISING AND PUBLIC RELATIONS SERVICES

- 24.1 Supplier shall be liable for the compliance of advertising and public relations measures proposed by it with the provisions of fair trade laws applicable to these measures. Supplier shall bear any costs incurred by Purchaser as a result of and failure by Supplier to properly examine or verify the admissibility of the proposed public relations measure under fair trade laws.
- 24.2 Supplier shall not be liable for the accuracy of objective statements made about Purchaser's products and services in the proposed public relations measure if and to the extent that Purchaser has approved this content for publication.

25. CONFIDENTIALITY

- 25.1 Supplier must use all information received orally or in writing from Purchaser only for the purposes stipulated in this Agreement, keep it confidential and not disclose it to third parties without Purchaser's prior written consent. Supplier must further make the information accessible only to those employees and subcontractors, if any, who are bound by a confidentiality agreement equivalent to that stipulated in Section 25 and who are required to have the information to perform the Agreement between Supplier and Purchaser. At Purchaser's request, Supplier must confirm to Purchaser in writing the conclusion of corresponding agreements.
- 25.2 The confidentiality requirement stipulated above extends as appropriate to the request for quotation and purchase order as well as to the work performed in this regard.
- 25.3 The above obligations do not apply to information that
- at the time of its disclosure was already known to Supplier without any obligation to the Purchaser to keep it confidential, or
 - was disclosed to Supplier by third parties who received and forwarded this information without violating any confidentiality obligation, or
 - at the time of its disclosure by Purchaser was already in the public domain, or
 - entered the public domain thereafter through no fault on the part of Supplier.
- 25.4 Nor does the confidentiality obligation apply if disclosure of the information to a court or a government authority is required by an order of the court or other government authority for the execution of the order. If permitted under the specific circumstances, Supplier shall immediately notify Purchaser before information is forwarded to a court or government authority.
- 25.5 The confidentiality obligation stipulated above survives the completion of the order unless one of the exceptions cited above occurs subsequently.

26. DATA PROTECTION

- 26.1 Each party must at all times comply with its respective obligations under the applicable data protection laws and regulations (including but not limited to the Regulation (EU) 2016/679 “General Data Protection Regulation” GDPR).
- 26.2 Information according to Art. 13 GDPR on how Purchaser processes personal data of natural persons in the context of this Agreement can be found on the following website: <https://www.bayer.com/en/corporate-compliance/data-privacy-information-for-specific-processing-activities>.

27. LIABILITY FOR DEFECTS AND OTHER WARRANTIES

- 27.1 Supplier warrants that the goods and or services owed do not have any defects that would adversely affect their value or suitability for use, that they have the contractually stipulated or required qualities and are suitable for the use specified in the Agreement. Supplier further warrants that the goods or services owed correspond to the generally accepted rules of the art, the latest requirements of government authorities, the Belgian Product Safety Act, the respective applicable safety requirements and the occupational safety and accident prevention requirements.
- 27.2 Supplier’s liability also extends to the parts manufactured and/or supplied by subcontractors and the services performed by subcontractors.
- 27.3 Purchaser must report defects in the contractual goods to Supplier as soon as they are identified in the ordinary course of business. The complaint period shall be determined on the basis of the individual circumstances. For apparent defects the complaint period is at least five (5) days from the date of shipment. For concealed defects the complaint period is at least five (5) days after the discovery of the defect.
- 27.4 Purchaser shall retain possession of and title to defective parts until they are replaced. Defective parts shall be returned to Supplier in exchange for the delivery of and transfer of title to the replacement.
- 27.5 Supplier shall bear the costs of testing, inspection and rectification (including any costs of removal, installation and transport). The above requirement shall also apply if it is determined that no defect actually existed. Any potential liability for damages on the part of the Purchaser in the event of unjustified warranty claims remains unaffected. Purchaser shall to this extent be liable only if it was aware or was grossly negligently unaware that no defect actually existed.
- 27.6 In urgent cases if a rectification by Supplier cannot be expected, notwithstanding its statutory rights under the warranty, Purchaser can also have the defect rectified itself or by third parties at Supplier’s expense and demand reimbursement from Supplier of the expenses incurred. Purchaser also has this right if Supplier negligently fails to cure the defect in spite of being given an extended deadline, the deadline extension is superfluous or the attempted rectification is ultimately unsuccessful.
- 27.7 If Supplier has provided a guarantee for the properties or durability of the object supplied, Purchaser can file claims under the guarantee in addition to its rights arising from defects.

28. SUPPLIER’S RECOURSE

- 28.1 In addition to its claims arising from defects, Purchaser also has unrestricted access to Supplier’s statutory recourse claims within a supply chain (supplier’s recourse). In particular, Purchaser is entitled to specify the exact type of cure (repair or replacement) that the seller owes its customer in the specific case. Its statutory options (article 1641 and further 1 of the (Old) Belgian Civil Code) are not thereby limited.
- 28.2 Before Purchaser accepts or honors a warranty claim brought by one of its customers (including compensation for expenses pursuant to article 1646 the (Old) Belgian Civil Code), Purchaser shall notify Supplier with a brief description of the situation and a request a written response. If the response is not received within a reasonable period and agreement

on a solution cannot be reached, the warranty claim actually honored by Purchaser shall be owed to its customer. In this case, Supplier must present proof to the contrary.

- 28.3 Purchaser’s claims from supplier recourse are valid even if the goods were subjected to further processing before they were sold to a consumer by Purchaser or to one of its customers (e.g. by incorporation in another product).

29. CANCELLATION

- 29.1 If the Agreement is a continuous obligation, Purchaser, in the case of the exercise of its ordinary cancellation rights, is also entitled to partial cancellation, if it can reasonably be expected of Supplier.
- 29.2 If the Agreement is a continuous obligation it can be canceled without notice for cause. Sufficient cause exists in the following cases in particular:
- Supplier defaults on a contractual obligation and does not cure the default within a reasonable period of time set by Purchaser, accompanied by the threat of cancellation.
 - If the deadline for compliance cannot be extended depending on the type of breach, Supplier has not successfully cured the breach in spite of a warning.
 - Supplier has not complied with its obligation to withhold taxes and/or social security contributions.
 - There has been significant deterioration of Supplier’s financial situation that endangers performance of the Agreement.
 - A bankruptcy petition has been filed against the Supplier or the Supplier has been declared bankrupt or has applied for a suspension of payments.
 - The business of the Supplier is suspended, liquidated or transferred.

30. LIABILITY

- 30.1 Supplier must hold Purchaser harmless from producer liability claims and claims under the Belgian Product Liability Act if the cause is within the area of control or operation of Supplier or its subcontractors.
- 30.2 In the framework of its own liability for damages pursuant to Article 30.1, Supplier must also reimburse any expenditures incurred by Purchaser or in connection with a recall campaign conducted as required by law. The above also applies for precautionary recall campaigns.
- 30.3 Purchaser shall be responsible for instructing government authorities. Purchaser shall coordinate with Supplier as necessary.
- 30.4 Apart from that, Supplier shall be liable in accordance with the statutory provisions.

31. LIMITATION PERIODS

- 31.1 Unless expressly agreed otherwise, the statutory periods of limitation apply. Notwithstanding the above, the provisions set forth below apply.
- 31.2 Notwithstanding article 1648 of the (Old) Belgian Civil Code of the German Civil Code, the general period of limitation for contractual claims on grounds of material defects and defects of title is one (1) year following delivery to Purchaser at the place of performance. If early acceptance is stipulated the period of limitation starts not later than the final acceptance.
- 31.3 Non-contractual claims on grounds of material defects and defects of title and contractual claims on grounds other than defects are subject to the statutory periods of limitation.
- 31.4 The period of limitation on justified defect complaints is extended by the length of time between the defect complaint and its satisfaction. If the object supplied is replaced in its entirety, the period of limitation begins again. For a partial replacement, the period of limitation applies to the replaced parts. The period of limitation shall not start over if Supplier is visibly not acting in the framework of its obligation to cure defects.

32. WITHHOLDING TAX

- 32.1 Purchaser has the right to withhold from the compensation owed under this Agreement any taxes due at the source, the withholding of which is Purchaser's statutory responsibility, including any solidarity surtax legally due on such taxes. Any tax withheld shall be treated for all purposes of this Agreement as if it has been paid by Purchaser to Supplier. Supplier must as soon as possible receive a tax receipt from Purchaser indicating the amount of the tax withheld at the source that documents the amount of the taxes withheld and deducted.
- 32.2 No tax shall be withheld at source or the amount withheld shall be reduced if Supplier, before payment of compensation, presents all necessary documents from the respective tax authority, certifying that the payment is exempt from tax or subject to a reduced tax rate.
- 32.3 If Purchaser cannot deduct the withholding tax, including any solidarity surtax, from the payment because the compensation is paid by offsetting of mutual claims, Supplier must pay the withholding tax, plus any solidarity surtax, to Purchaser separately. If Purchaser has neglected to deduct withholding tax although it is required under the law to pay withholding taxes to the tax authorities for Supplier's account, Supplier shall assist Purchaser with regard to all procedures that are necessary to obtain a refund from the tax authorities. If the tax authorities do not refund the subsequently paid withholding taxes including any solidarity surtax, Supplier shall immediately refund to Purchaser the amount of the tax owed by law, including any solidarity surtax.

33. VAT

All stipulated compensation amounts are net amounts. If owed by Supplier under the law, value-added tax must be paid after receipt of a correct invoice within the meaning of the Value-Added Tax Act in addition to the stipulated compensation.

34. ORIGIN OF GOODS/CUSTOMS STATUS

34.1 Origin of goods

The goods supplied must meet the origin requirements of the EU Generalized System of Preferences unless not expressly stipulated otherwise in the order acknowledgment. Supplier must issue all supplier declarations required by the Implementing Regulation (EU 2015/2447) and confirm the preferential status of the products supplied by it. This requirement is not satisfied by the indication of the country of origin on the invoice. Supplier is responsible for the accuracy of the supplier's declaration and shall be liable to Purchaser for any damage incurred. A long-term supplier's declaration may be issued; at Purchaser's request, however, an individual supplier's declaration must be issued in each case. At Purchaser's request, however, a certificate of origin must be issued in each case, if necessary.

34.2 Customs status

Unless otherwise agreed between Supplier and Purchaser, Supplier must always supply Union goods for deliveries from an EU loading point. Supplier must indicate the customs status of the goods in its shipping documents (e.g. bill of lading). Unless otherwise indicated: goods that are shipped from an EU loading point are Union goods.

34.3 Custom and Foreign Trade

In addition the "BAYER Supplier Instruction - Customs and Foreign Trade Terms and Conditions" - apply.

35. SUSTAINABILITY

- 35.1 Supplier is obligated to organize its business with Purchaser 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 2022, which can be accessed through <https://www.bayer.com/en/procurement/supplier-code-of-conduct>, version dated 2022 and is attached to this purchase

order/Agreement. Purchaser reserves the right to amend this Sustainability Clause as well as the Bayer SCoC if Purchaser'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.

- 35.2 Supplier will address the substantive provisions of the Bayer SCoC to its suppliers and ensures 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.
- 35.3 Purchaser reserves the right to evaluate, control or audit (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 Purchaser or by a qualified third party.
- 35.4 Supplier shall, without undue delay, (i) report to Purchaser 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. Purchaser 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, Purchaser 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 unfruitful and at Purchaser's exclusive discretion.
- 35.5 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 Purchaser's request of spend percentages with diverse suppliers.
- 35.6 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.

36. FINAL PROVISIONS

- 36.1 Supplier is permitted only with Purchaser's express written consent to cite the business relationship with Purchaser or to refer to it in informational and advertising material.
- 36.2 Supplier may assign claims against Purchaser that are not monetary claims only with Purchaser's express consent.
- 36.3 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and transferees. This agreement may not be assigned, transferred or novated, in full or in part, by either party to any other party without the prior written consent of the other party hereto; provided, however, that Purchaser may assign, transfer or novate, in full or in part, its rights and obligations hereunder without the prior written consent of the other party to (a) any affiliated entity with it within the meaning of article 1:20 and 1:22 of the Belgian Code of Companies and associations, or (b) to a successor or transferee, whether by merger, consolidation, purchase or otherwise, of the business or assets of Purchaser, or parts thereof, to which the subject matter of this agreement relates.
- 36.4 This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and transferees. This agreement may not be assigned, transferred or novated, in full or in part, by either party to any other party without the prior written consent of the other party hereto; provided, however, that Bayer may assign, transfer or

novate, in full or in part, its rights and obligations hereunder without the prior written consent of the other party to (a) any affiliated entity, or (b) to a successor or transferee, whether by merger, consolidation, purchase or otherwise, of the business or assets of Bayer, or parts thereof, to which the subject matter of this agreement relates.

- 36.5 Supplier may offset only against undisputed or legally upheld claims. If Supplier has a right to withhold performance, Supplier may do so only against claims that originate from the same contractual relationship.
- 36.6 Otherwise the statutory provisions governing offsetting and withholding rights apply.
- 36.7 Supplier must immediately notify Purchaser in writing of any transfer of the Agreement by operation of law and of any change in its company name.
- 36.8 Force Majeure: Where a Party is unable, wholly or in part, by reason of fire, flood, explosion, earthquake, riot, act of God, war or terrorist activities, through no fault of the Party declaring Force Majeure and not resulting in any way from its negligence or willful misconduct to carry out its obligations under this Agreement, excluding payment obligations ("Force Majeure Event"), such obligations shall be suspended so far as they are affected by the Force Majeure Event and, in relation to such suspended obligations, neither Party shall be liable to the other or be deemed to be in breach of this Agreement for reason of delay in performance or failure of performance.
- 36.9 Belgian law shall apply, excluding its conflict of law rules. The UN Convention of April 11, 1980, on agreements for the International Sale of Goods shall not apply.
- 36.10 If a purchase order references INCOTERMS without indicating the year, INCOTERMS apply in the version in force at the time of the purchase order.
- 36.11 The courts of Brussels shall have exclusive jurisdiction.
- 36.12 Bayer is not obliged and willing to participate in dispute resolution procedures. The EU Commission provides an online dispute resolution platform (OS platform) for consumer disputes resulting from online purchase agreements and online service contracts. You can access this platform via <http://ec.europa.eu/consumers/odr/>.
- 36.13 If individual provisions of the Agreement are or become invalid or unenforceable in whole or in part, the remaining provisions shall be unaffected thereby.
- 36.14 If provisions are excluded from the Agreement, are invalid or unenforceable, the content of the agreement shall be as required by law. Only otherwise and if no additional interpretation of the Agreement takes priority or is possible, the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes economically as close as possible to the original provision in consideration of their mutual interests.

Updated: Brussels, October 2023

Bayer Supplier Code of Conduct – Version 6 of December 2022

Preamble

Sustainable Development is defined as meeting the needs of the present without compromising the ability of future generations to meet their own needs (Brundtland, 1987). In the corporate context, sustainability means corporations need to not only focus on financial performance but also need to consider the risks and opportunities associated with the social and environmental impacts corporations may have – in their own operations and along the full value chain¹

1 Bayer Sustainability Corporate Policy

Bayer considers collaboration on sustainability in the supply chain as key and essential to conducting business. Companies must collaborate along supply chains to continuously improve and respect the environment as well as protect human rights.

Bayer supports the ten principles of the United Nations Global Compact (UNGC) on Human Rights, Labor, Environment, and Anti-Corruption as well as the UN Guiding Principles on Business and Human Rights (UNGPs) and the OECD Guidelines for Multinational Enterprises. This Bayer Supplier Code of Conduct is based on, amongst other international standards: the UNGC, the International Bill of Human Rights, the International Labor Organization's (ILO) Declaration on Fundamental Principles and Rights at Work, the UNGPs, the Rio Declaration on Environment and Development, the UN Convention Against Corruption, the Convention on Biological Diversity, the UN Framework Convention on Climate Change (UNFCCC) as well as the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, the Stockholm Convention on persistent organic pollutants (POPs), and the Minamata Convention on Mercury.

Bayer is a long-time member of the global [Responsible Care initiative of the chemical industry](#), the [Pharmaceutical Supply Chain Initiative \(PSCI\)](#), and the [Together for Sustainability \(TfS\) initiative](#) (founding member), amongst others. In 2020 Bayer joined the [Science Based Targets initiative](#) to reduce greenhouse gas emission and fight climate change.

The Bayer Supplier Code of Conduct considers well-established principles of sustainability which are also included in policies and positions at the Bayer Group including, but not limited to:

// [Bayer Sustainable Development Policy](#): Bayer has clearly defined its commitment to the principles of sustainable.

// Bayer [Climate Protection](#) supports the Paris Agreement and the objective of limiting global warming to 1.5 degrees Celsius relative to the pre-industrial level.

// Bayer's Group-wide [Human Rights Position](#) underscores its commitment to respecting human rights in all its business operations along the value chain.

// Bayer's [Corporate Compliance Policy](#) outlines the utmost importance of the legally compliant behavior of Bayer's employees.

// Bayer Societal Engagement ([BASE](#)) principles represent Bayer's guiding principles and form the basis for all Bayer activities.

// Bayer [Water Position](#): Bayer is committed to prevent water pollution, continuously improve water reuse, reduction, and wastewater treatment. Bayer endorsed the UNGC CEO Water Mandate.

All these activities demonstrate how Bayer assumes its responsibility concerning ethical, social and ecological standards and how Bayer Group companies put the principles of sustainable development into practice in their daily operations. Thus ethical, social and ecological as well as additional quality assurance and risk minimization principles are anchored in Bayer's procurement processes.

The principles expressed in the Bayer Supplier Code of Conduct comprise an important component of supplier selection and evaluation. Moreover, Bayer expects its suppliers to address these principles further down the supply chain. If a supplier is in breach of one of

these principles and cannot agree on an improvement plan or does not implement it, Bayer reserves the right to end the commercial relationship.

The Bayer Supplier Code of Conduct is therefore made available to our suppliers with the goal of strengthening our mutual understanding of how these principles should be practiced in day-to-day business, including the advancement of efforts to contribute to the better health of people, while protecting the planet. In case any of the provisions herein conflict with either contractual stipulations between Supplier and Bayer, or Bayer's General Terms and Conditions of Purchase, the contractual stipulations or the General Terms and Conditions of Purchase shall prevail.

To help and enable suppliers in implementing these principles, Bayer published the Bayer Supplier Code of Conduct Guidance, which is based on the Bayer Supplier Code of Conduct and provides concrete examples of good practices, key expectations, and references which suppliers can use. The Guidance can be found at

<https://www.bayer.com/en/procurement/supplier-code-of-conduct>

Ethics

To meet social responsibilities, suppliers shall conduct their business in an ethical manner and act with integrity, while complying with all applicable laws and regulations. Ethical requirements include the following aspects:

Business Integrity

Suppliers shall not practice or tolerate any form of corruption, extortion, embezzlement or money laundering. Suppliers shall not offer or accept bribes or other unlawful incentives (e.g., 'facilitation payments') to or from their business partners or government officials as stated in the United Nations Convention against Corruption. Suppliers shall not offer to Bayer employees any kind of gifts or personal benefit which could be perceived as a bribe. In all cases, gifts or entertainment shall not be offered to improperly influence a business relationship and must not violate applicable laws or ethical standards.

Conflict of Interest

Suppliers shall disclose to Bayer any situation that could constitute a conflict of interest, such as Bayer employees having professional, private and/or significant financial advantages or interests in any of the supplier's businesses.

Fair Competition

Suppliers will conduct their business in line with fair competition and in accordance with all applicable anti-trust laws.

International Trade Controls

Suppliers must comply with export control regulations applicable to their business and provide accurate and truthful information about it to customs and other authorities when required.

Privacy and Intellectual Property

Suppliers shall safeguard and make only appropriate use of confidential information and ensure that all employees' and business partners' privacy and valid intellectual property rights are protected.

Suppliers shall not use Bayer's name or trademarks or that of our affiliates or products in publicity or advertising without Bayer's prior written consent.

Data Privacy and Data Protection

Suppliers' information systems that contain Bayer's confidential information or data shall be appropriately managed and protected against unauthorized access, use, disclosure, modification or destruction. Suppliers shall collect personal information only for legitimate business purposes, use it in a legal, transparent

and secure manner, share it only with those who are allowed access, protect it in accordance with security policies, retain it only for as long as necessary, and obligate third parties with access to personal information to protect it.

Fair Marketing Practices

Interactions with healthcare professionals and organizations (HCPs, HCOs) are intended to enhance the practice of medicine and ultimately benefit patients. Interactions should focus on informing HCPs and HCOs about products, providing scientific, medical and educational information or supporting medical research and education. Nothing shall be offered or provided to HCPs and HCOs in a way that has an inappropriate influence on prescribing practice.

Likewise, interactions when marketing or selling products for agriculture e.g., seeds and crop protection products, should also follow fair, ethical practices. Bayer expects its suppliers who prepare sales, advertising, promotional and marketing materials to fulfill their duties through truthful and accurate descriptions.

Standards When Conducting Clinical Trials

Suppliers shall conduct clinical trials in accordance with international guidelines or applicable national and local laws and regulations, and recognized international quality and safety standards applicable to the proposed work. When engaged in clinical trials on behalf of Bayer, all clinical trials shall be conducted in accordance with the global standards of Good Clinical Practices and follow the strictest medical, scientific and ethical principles, in particular the Declaration of Helsinki.

Animal Welfare

If applicable to the suppliers' industry, alternatives to animal testing shall be used when such alternatives are scientifically valid and predictive so as not to compromise the quality or safety evaluations of Bayer's products, and when they are acceptable to regulatory agencies. When animal testing is necessary, suppliers shall minimize the number of animals used for testing. Suppliers shall be equally committed to conducting animal testing using the most humane scientifically valid protocol, which must meet study and regulatory requirements, and shall conduct tests only in accordance with all applicable laws, Bayer guidelines or AAALAC accreditation.²

² Association for Assessment and Accreditation of Laboratory Animal Care

Utilization of Genetic Resources

Suppliers undertake to enable the fair and equitable sharing of the benefits arising out of the utilization of genetic resources in accordance with the Convention on Biological Diversity.

Labor & Human Rights

Suppliers shall respect the human rights of their employees, local communities and vulnerable groups, treat them with dignity and respect. This includes the following aspects:

Child Labor Avoidance

Bayer does not tolerate child labor in its supply chain. Suppliers must avoid any sort of child labor in their business operations as defined in the International Labor Organization's (ILO)³ core labor standards. If local minimum age law stipulates a higher age for work or mandatory schooling, the higher age applies. In case young workers are employed they must not do work that is mentally, physically, socially or morally hazardous or interferes with their schooling.

³ Convention concerning Minimum Age for Admission to Employment 1973; (No. 138); Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, 1999, (No. 182)

Freely Chosen Employment

Bayer takes a zero-tolerance approach towards any form of modern slavery, servitude and forced or compulsory labor and any form of human trafficking in our supply chain. The same applies to bonded, indentured, or involuntary prison labor. Practices such as withholding personal property, passports, wages, training certificates, work or any other document for inappropriate reasons are not acceptable. Employees may leave the employer freely, provided they comply with requirements for advance notices as specified by applicable law. Employees shall be paid on time and in full for the work they have done prior to leaving according to applicable laws.

Freedom of Association

Suppliers undertake to commit to an open and constructive dialogue with their employees and workers' representatives. In accordance with local laws, suppliers shall respect the rights of their employees to associate freely, form and join labor unions, seek representation, join works councils, and engage in collective bargaining. Suppliers shall not disadvantage employees who act as workers' representatives so that they can exercise their role without fear of reprisal or discrimination.

Working Time, Wages and Benefits

Working time for suppliers' employees should not exceed the maximum set by the applicable national law and by ILO standards and overtime work shall be on a voluntary basis. Suppliers shall respect the right to rest and leisure of their employees in balancing their work and private lives. Compensation shall be paid to employees regularly, in a timely manner and in full according to applicable laws and shall comply with applicable national wage laws. Compensation and benefits should be fair and competitive, equal for all and should aim at providing an adequate standard of living for employees and their families. Unless otherwise provided by local laws, deductions from basic wages as a disciplinary measure shall not be permitted (this does not exclude the entitlement of damages on a contractual or legal basis). It is recommended that suppliers offer their employees ample training and educational opportunities.

Non-Discrimination & Fair Treatment

Equal treatment of all employees must be a fundamental principle of the supplier's corporate policy. Any kind of discrimination is prohibited. Discrimination occurs when decisions are made for reasons that are not related to the job or not necessary for the business and – consciously or unconsciously – are based on irrelevant characteristics of an employee such as age, disability, ethnic origin, family status, gender, gender expression, gender identity, involvement in an employee representative body, national origin, physical characteristics, pregnancy, religion, sexual orientation, skin color, social origin, union membership, volunteering, or any unlawful criterion under applicable law.

Suppliers must provide their employees with a workplace free of harsh and inhumane treatment, without any sexual harassment, sexual abuse, physical punishment, or torture, mental or physical coercion or verbal abuse of employees, or the threat of any such treatment. Furthermore, suppliers are expected not to unfairly terminate any employment contract or without clear evidence specifying that the termination of an employment contract occurred due to the working performance of an employee, as permitted by law.

Bayer encourages suppliers to provide an inclusive and supportive working environment by exercising diversity when it comes to their employees.

Use of Security Forces

Whenever third parties (private or public) are employed to protect the supplier's operations and activities, suppliers must ensure that employees are protected through appropriate instruction or control of such third parties. Security personnel must respect the human rights of the individuals they encounter while on duty. Use of torture, cruel, excessive force, inhuman, or degrading treatment or injury to life or limb, as well as impairment of the right to organize and the freedom of association are not accepted.

Conflict Minerals

Suppliers shall ensure that products supplied to Bayer do not contain metals derived from minerals or their derivatives originated from Conflict Affected and High-Risk Areas (CAHRAs) that directly or indirectly finance or benefit armed groups and cause or foster human rights abuses. Suppliers are expected to comply with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (OECD DDG) as well as other applicable regulations such as the EU Conflict Minerals Regulation.

Local Communities and vulnerable groups

Suppliers shall respect the rights of local communities, including indigenous peoples and other vulnerable and disadvantaged groups. Suppliers shall obtain indigenous peoples' free, prior and informed consent on whether and how to carry out business activities. Unlawful eviction and deprivation of land is not accepted. Suppliers shall listen to the concerns of local residents and strive to create positive impacts through local engagement. The support of local job creation, local sourcing, education provisioning and infrastructure development is encouraged.

Health & Safety

Suppliers shall make adequate provision for the health and safety of their employees, customers, visitors, contractors, and others who may be affected by their activities. Suppliers shall have Health and Safety programs in place to identify, assess and manage risks to ensure and improve employee safety and wellbeing. This comprises the following aspects:

Occupational Health and Safety

Suppliers shall adequately protect their employees against chemical, biological and physical hazards. Physically demanding tasks and conditions in the workplace as well as risks associated with infrastructures used shall be adequately managed to protect their employees. Suppliers shall provide safe workplaces, workstations and work equipment by adequate maintenance and necessary technical protective measures to mitigate risks and to prevent accidents and occupational illnesses. The supplier shall also set up appropriate controls for the tasks to be performed, safe work procedures and provide employees with appropriate personal protective equipment.

Safety information relating to any identified workplace risk or hazardous materials⁴ – including components of intermediate materials – shall be made available to inform, train and protect workers from hazards.

Supplier shall consider appropriate organization of work in terms of working hours and rest breaks to avoid excessive physical or mental fatigue. On top of ensuring physical safety, suppliers shall undertake best efforts support the mental health of their employees.

A safe and healthy working environment shall include as a minimum the provision of potable drinking water, adequate lighting, temperature, ventilation and sanitation and, if applicable, safe and healthy company living quarters.

4 According to the Globally Harmonized System (GHS)

Process Safety

Suppliers shall have safety programs and management systems in place for managing and maintaining all their production processes in accordance with the applicable safety standards. Programs shall be appropriate to facility and process risks. Suppliers shall appropriately communicate, disclose and manage hazards inherent in their processes and products to ensure that affected or potentially affected third parties are protected. Likewise, major incidents shall be analyzed and communicated in a timely fashion. For hazardous installations and processes, the supplier shall regularly conduct specific risk assessments and implement measures that prevent the occurrence of incidents such as chemical releases, fires or explosions.

Product Safety

Suppliers must comply with product safety regulations, label products properly and communicate product-handling requirements. They shall provide to relevant parties the applicable documentation containing all necessary safety-relevant information for all hazardous substances in case of a legitimate need. This includes product information, safety data sheets, notification or registration confirmations, uses and exposure scenarios. Suppliers proactively and transparently share information about the health, safety, and environmental aspects of their products with all relevant parties.

Emergency Preparedness, Risk Information and Training

Suppliers shall make safety information on identified workplace risks available to employees and contractors. They shall be correspondingly and continuously trained to ensure they are adequately protected at all times. Suppliers shall identify and assess relevant risks and emergency situations in the workplace, public neighborhood and company-provided living quarters. Their potential impact shall be minimized by implementing appropriate fire protection, effective emergency plans, regular drills and response procedures.

Climate & Environment

Suppliers shall operate in an environmentally responsible and resource-efficient manner. This comprises the following aspects:

Conservation & Use of Natural resources

Suppliers shall preserve and protect natural resources, such as sources of energy, water, forests, soil, raw materials, etc. Suppliers shall prevent the exploitation, destruction, or neglect of natural resources. Likewise, suppliers shall undertake commercially reasonable efforts to minimize the creation of air emissions, waste-water, waste, noise, and light pollution. Suppliers shall undertake best efforts to ensure that their business activities do not impact natural resources in a way such that the production of food is significantly impaired, a person is denied access to safe drinking water, or a person's health is harmed.

Suppliers shall undertake reasonable efforts to have clear environmental targets, strategies, and policies in place. They shall undertake reasonable efforts to have management systems in place to identify and mitigate environmental aspects and impacts of their operations and along their value chains. Suppliers shall ensure and demonstrate continuous environmental improvements. Suppliers shall encourage and apply circular economy practices.

Suppliers shall undertake reasonable efforts to ensure that by using land, forests, and waters, which are essential to a person's livelihood, the persons may not be unlawfully evicted, and the land or resources may not be taken for the purpose of acquisition, development, or other use.

Climate Protection

Suppliers shall have climate protection as a core element of their business strategy (e.g. targets and/or company values). Suppliers shall assess the impact and risks climate change has on their business and supply chains and adapt both to climate change.

Suppliers shall set targets to reduce the greenhouse gas (GHG) emissions caused by their operations directly (scope 1) or indirectly (scope 2) and those caused in their value chains (scope 3). Bayer expects its suppliers to have ambitious reduction targets set latest by 2025; and expects those targets to be in line with the approach and the criteria of the Science-Based Targets initiative (<https://science-basedtargets.org/>). Suppliers shall reach net-zero value chain GHG emissions by no later than 2050.

Upon request and if available, suppliers shall be able to provide Bayer with the carbon footprint of their organization and of a representative product.

Renewable Electricity & Energy Use

Suppliers shall undertake reasonable efforts to endeavor to use 100% of its purchased electricity from renewable sources by 2030. Bayer expects its suppliers to apply good purchasing requirements for renewable electricity, such as the approach and criteria of RE100 (<https://www.there100.org/>). Likewise, suppliers shall use reasonable efforts to increase the overall use of renewable energy on a yearly basis.

Suppliers shall undertake reasonable efforts to have management systems in place to continuously improve energy efficiency in their operations.

Water Use

Suppliers shall undertake reasonable efforts to have a management system in place to reduce water consumption in their own operations and their value chains.

The way suppliers use water for their operations should not have any negative effect on the availability and quality of water for the environment and neighboring communities. Suppliers shall undertake reasonable efforts to give special attention to water-scarce areas or areas threatened by water scarcity as defined by the World Resource Institute (www.wri.org).

Suppliers shall undertake reasonable efforts to monitor site water usage, quality, and discharges. Suppliers shall undertake reasonable efforts to continuously improve water reuse, recycling, reduction, and wastewater treatment. Bayer expects its suppliers to also develop a water stewardship strategy.

Waste, Wastewater, Local Air Emissions, Noise & Light-Pollution

The contamination of soil, air, and water shall be avoided as well as noise and light pollution. Suppliers shall undertake reasonable efforts to ensure the safe and compliant handling, storage, transportation, reuse, recycling, and disposal of all types of solid and liquid wastes. Suppliers shall also undertake reasonable efforts to ensure that wastewater effluents are safe to receiving surface and ground waters. Suppliers shall especially prevent and minimize the release of hazardous substances or active ingredients via spills or via fugitive emissions to the environment.

Suppliers shall give special attention to the handling of substances containing mercury or which are persistent organic pollutants (POPs) as well as to the handling of wastes, air emissions, or wastewater that could contain mercury or POPs. Supplier shall handle these substances in line with the requirements defined by the 'Minamata Convention' (mercury) and the 'Stockholm Convention' (POPs).

Suppliers shall ensure that the management of wastes from their operations is in line with government regulations and with the requirements defined by the 'Basel Convention', especially if the waste is transported or traded across borders.

Deforestation Soil Use & Forest-Risk commodities

Suppliers are expected to protect natural ecosystems from deforestation, forest conversion, or land conversion. Suppliers shall undertake best efforts to aim for zero net deforestation. Suppliers shall undertake best efforts to aim for a sustainable production when agricultural feedstocks or forestry feedstocks are impacted.

Suppliers shall undertake best efforts to have management systems in place when using forest-risk commodities (or deforestation-prone products), like palm (kernel) oil, soy or other agricultural or forestry feedstocks. Such system can be based on a widely accepted third-party verified certification scheme and enable transparency as well as traceability along the value chain.

If suppliers source materials which contain palm (kernel) oil or derivatives of it, suppliers shall ensure that at least 'mass balance'-certified sustainable palm (kernel) oil is sourced. The certification shall be in line with the criteria of the Roundtable on Sustainable Palm Oil (RSPO), or an equivalent scheme.

Quality

Suppliers shall provide high-quality, safe and effective goods and services that are in full compliance with contractually agreed standards, applicable laws and regulations. This comprises the following aspects:

Quality Requirements

Suppliers shall meet generally recognized quality standards and contractually agreed quality requirements and standards, in order to provide goods and services that consistently meet Bayer's and its customers' needs, perform as warranted and are safe and effective for their intended use. Suppliers shall immediately address all major issues that have the potential to negatively affect the quality of goods and services. Suppliers must inform Bayer about changes of the manufacturing or supply process that have the potential to impact the specification of goods and services provided.

Security and Anti-Counterfeiting Measures

Suppliers shall have good security practices and contractually agreed standards across their supply chains. Suppliers shall assure the integrity of each shipment to Bayer from its origin through to its destination.

Suppliers shall implement the necessary and contractually agreed standards in their area of responsibility to ensure that Bayer products, their workable components or raw materials as well as the corresponding know-how do not end up in the hands of counterfeiters, smugglers, thieves or other unauthorized third parties and do not leave the legitimate supply chain. Suppliers shall promptly analyze the relationship with a third party if they obtain or are provided with evidence that they are inadvertently involved in the manufacturing or selling of counterfeit, falsified or otherwise illegal products via the actions of the third party, including products destined for export that are considered counterfeit, falsified or otherwise illegal products in their country of destination. Bayer expects suppliers to support the investigation and prosecution of any activities connected with counterfeit products.

Governance & Management Systems

Suppliers shall implement effective management systems and a governance structure to facilitate compliance with all applicable laws and regulations and promote continuous improvement with respect to the expectations set forth in this Supplier Code of Conduct. This includes the following aspects:

Legal and Other Requirements

Suppliers shall identify and comply with all applicable international, national and local laws and regulations, contractual agreements and internationally recognized standards and conventions. This includes but is not limited to the principles set forth in this Supplier Code of Conduct. The latter summarizes important social, environmental and ethical standards, especially based on the referenced sources and the due diligence requirements of the Lieferkettensorgfaltspflichtengesetz (German Supply Chain Due Diligence Act). Suppliers shall also conform their practices to generally accepted industry standards, shall obtain, maintain and keep up-to-date all applicable permits, certificates, licenses and registrations, and shall operate in accordance with permit limitations and requirements at all times.

Replication and Communication of Bayer's Supplier Code of Conduct Principles in the Supply Chain

Suppliers must address the principles set forth in this Supplier Code of Conduct further down their supply chain.

Commitment and Accountability

Suppliers shall fulfill the principles set forth in this Supplier Code of Conduct. Suppliers shall incorporate all applicable aspects of the Supplier Code of Conduct in their management systems.

Supplier Inclusion & Diversity

Suppliers shall commit to advancing inclusion and diversity by actively promoting relationships with diverse and underrepresented businesses as Bayer does in its own sourcing process.

Training and Competency

The training and information measures of suppliers for their employees and managers have to match or exceed the scope, quality and determination of the Supplier Code of Conduct and the training materials set out by Bayer such as the Supplier Code of Conduct Guidance: <https://www.bayer.com/en/procurement/supplier-code-of-conduct>

Risk Management

Suppliers shall implement mechanisms to regularly identify, evaluate and manage risks in all areas addressed by this Supplier Code of Conduct.

Systems, Documentation and Evaluation

Suppliers shall develop, implement, use and maintain management systems and controls related to the content of this Supplier Code of Conduct. Suppliers shall maintain documentation necessary to demonstrate conformance with the principles outlined in this Supplier Code of Conduct.

Right to Evaluation and Control

Suppliers shall grant Bayer the right to evaluate and control their performance to determine supplier's conformance with the principles outlined in this Supplier Code of Conduct upon reasonable prior notice. The evaluations and controls shall be executed directly by Bayer or by a qualified third party in the form of e.g. an assessment or an audit.

Remedial Action

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 unfruitful and at Bayer's exclusive discretion.

Continuous Improvement

Suppliers shall demonstrate their commitment to continuous improvement of the standards set forth in this Supplier Code of Conduct by setting performance objectives, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections and management reviews.

Identification of Concerns

Suppliers shall encourage and provide means for their employees to report concerns, complaints or potentially unlawful activities that have arisen as a result of economic activities in the own workplace area or of another supplier without threat of reprisal, intimidation or harassment. Any report must be treated in a confidential manner and be able to be made anonymously, where permitted by law. Suppliers shall investigate such reports and take corrective action if needed. Suppliers shall notify Bayer of legal actions, administrative investigations or prosecutions that may affect their performance of Bayer's business or that could potentially adversely affect a supplier's and Bayer's reputation.

If at any time a supplier or one of its employees believes that a Bayer employee has acted contrary to these principles or believes that a risk or a violation of these principles has occurred along the supply chain, the supplier or its employee is encouraged to report its

concerns to our Compliance Hotline at <https://www.bayer.com/en/corporate-compliance/corporate-compliance-policy>. Suppliers will inform its employees or subcontractors about the possibility of reporting directly and if desired anonymously, where permitted by law, to Bayer's Compliance Hotline. Bayer will not retaliate against any person who in good faith raises a concern.

Transparency and Disclosure

Suppliers shall document and report about their social and environmental impact in line with the principles set forth in this Supplier Code of Conduct.

Demand Management

Suppliers shall continuously validate and notify Bayer without undue delay in writing in case Bayer's order volumes and/or delivery times negatively impact or are reasonably likely to impact the human rights of their employees.

Business Continuity

Suppliers shall implement appropriate business continuity plans for operations supporting Bayer's business.

Glossary

The glossary explains or defines selected terms, organizations and concepts used in the Supplier Code of Conduct. The Supplier Code of Conduct Guidance provides a more exhaustive explanation of the aspects of this code, stating key expectations and good practices, and giving further references.

Terms

Applicable laws

The laws of the country in which the Supplier is located, together with the laws of the country where Bayer is located as well as any internal agreements or conventions applicable to Supplier or Bayer.

Circular Economy

The circular economy is based on three principles, driven by design: #1: Eliminate waste and pollution, #2: Circulate products and materials (at their highest value), #3: Regenerate nature. It is underpinned by a transition to renewable energy and materials [\[www.ellenmacarthurfoundation.org\]](http://www.ellenmacarthurfoundation.org).

Conflict Minerals

Conflict minerals, as currently defined, include the metals tantalum, tin, tungsten and gold, which are the derivatives of the minerals cassiterite, columbite-tantalite and wolframite. They are also referred to as "3TG" [\[www.responsiblemineralsinitiative.org\]](http://www.responsiblemineralsinitiative.org).

Employees

When referring to employees, Bayer includes any staff or personnel engaged or employed by a supplier.

Forest risk-commodities commodities (or deforestation-prone products)

A commodity for the production of which forest is being converted to agricultural use. The seven commodities responsible for the majority of agriculture-related deforestation are: timber products, palm oil, cattle, soy, rubber, coffee, and cocoa [\[https://www.cdp.net/en/forests\]](https://www.cdp.net/en/forests).

GHG Greenhouse Gases

Greenhouse gases, such as carbon dioxide and methane, which trap and hold heat in the atmosphere and contribute to climate change. Scope 1 emissions refer to direct greenhouse gas (GHG) emissions that occur from sources that are controlled or owned by an organization. Scope 2 emissions refer to indirect GHG emissions associated with any purchases of electricity, steam, heat, or cooling.

Scope 3 emissions are the result of activities from assets not owned or controlled by the reporting organization, but that the organization indirectly impacts in its value chain [www.ghgprotocol.org].

Hazardous Materials

As defined by the Globally Harmonized System of Classification and Labelling of Chemicals (GHS), as prepared by the UN Economic Commission for Europe (UNECE).

Human Trafficking

Human trafficking involves recruitment, harboring or transporting people into a situation of exploitation through the use of violence, deception or coercion and forcing them to work against their will.

Personal Information

Personal information is any information about an identified or identifiable natural person.

Persistent Organic Pollutants (POPs)

Organic chemical substances that are recognized as a serious, global threat to human health and to ecosystems [<https://www.unep.org/explore-topics/chemicals-waste/what-we-do/persistent-organic-pollutants-pops>].

Suppliers

Suppliers include any third party that provides goods and services, whose supplies and services are necessary for the production of Bayer's products and/or the provision of services.

Suppliers Inclusion & Diversity

Bayer defines Supplier Inclusion & Diversity as a proactive business program that encourages the use of diverse suppliers. Diverse suppliers are at least 51% owned, operated, and controlled by an individual or group of individuals from an underrepresented group including but not limited to women, people with disabilities, and LGBT+ people.

Sustainability

Sustainability covers the areas of ethics, labour & human rights as well as health, safety and environment.

Sustainability Standards and Certifications

Voluntary, usually third party-assessed, norms and standards relating to environmental, social, ethical and safety issues, adopted by companies to demonstrate the performance of their organizations or products in specific areas, e.g. Forest Stewardship Council, Roundtable on Sustainable Palm Oil, Responsible Minerals Initiative, Rainforest Alliance.

Water Scarcity

Water scarcity is defined as a condition where water demand exceeds the available water supply. It arises in situations where there is insufficient water to support both human and environment water needs at the same time [<https://www.wri.org/>].

Water Stewardship

Set of practices that promotes and fosters the sustainable and equitable management of freshwater resources. They range from water use efficiency at own operations, to engagement with suppliers, and beyond. Helps water users to manage their own risks and seize opportunities related to water (e.g., ensuring businesses have the water they need to continue production processes), and promote long-term water security for all [<https://ceowatermandate.org/>].

Organizations, Conventions & Initiatives

Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal

The Basel Convention aims to protect human health and the environment against the adverse effects resulting from the generation, management, transboundary movements and disposal of hazardous and other wastes [<http://www.basel.int/>].

Convention on Biological Diversity

The objectives of the CBD are the conservation of biological diversity, the sustainable use of its components, and the fair and equitable sharing of the benefits arising from commercial and other utilization of genetic resources. The agreement covers all ecosystems, species, and genetic resources [<https://www.cbd.int/>].

International Labour Organization (ILO)

The UN agency ILO brings together governments, employers and workers of 187 UN member states to set labor standards, develop policies and devise programs promoting decent work for all employees [www.ilo.org].

Minamata Convention on Mercury

The Minamata Convention is a global treaty to protect human health and the environment from the adverse effects of mercury. It includes a ban on new mercury mines, the phase-out of existing ones, the phase-out and phase-down of mercury use in a number of products and processes, and control measures on emissions to air and on releases to land and water. The Convention also addresses interim storage of mercury and its disposal once it becomes waste, sites contaminated by mercury as well as health issues [<https://www.mercuryconvention.org/>].

Paris Agreement

The Paris Agreement is a legally binding international treaty on climate change. Its goal is to limit global warming to well below 2, preferably to 1.5 degrees Celsius, compared to pre-industrial levels.

Pharmaceutical Supply Chain Initiative (PSCI)

A nonprofit business organization whose members are pharmaceutical or healthcare companies that share the vision for excellence in safety, environmental, and social outcomes for the whole of the global pharmaceutical and healthcare supply chain. Purpose of PSCI is to bring together members to define, establish, and promote responsible supply chain practices, human rights, environmental sustainability, and responsible business [<https://pscinitiative.org/home>].

RE100

A global corporate renewable energy initiative bringing together hundreds of businesses committed to 100% renewable electricity [<https://www.there100.org/>].

Roundtable on Sustainable Palm Oil (RSPO)

A nonprofit organization uniting stakeholders from seven different sectors of the palm oil industry. The RSPO has developed a set of environmental and social criteria which companies must comply with in order to produce Certified Sustainable Palm Oil. Members of the RSPO have committed to produce source and/or use sustainable palm oil certified by the RSPO [<https://rspo.org/about>].

Science Based Targets initiative (SBTi)

A nonprofit business organization. It is a partnership between CDP, the UNGC, the World Resources Institute (WRI) and the World Wide Fund for Nature (WWF). The SBTi defines and promotes best practice in emissions reductions and net zero targets in line with climate science [<https://sciencebasedtargets.org/>].

Stockholm Convention on Persistent Organic Pollutants

The Stockholm Convention is a global treaty to protect human health and the environment from persistent organic pollutants (POPs). It focuses on eliminating or reducing releases of POPs. It sets up a system for tackling additional chemicals identified as unacceptably hazardous. Ultimately, the Convention points the way to a future free of dangerous POPs and promises to reshape our economy's reliance on toxic chemicals [<http://www.pops.int/>].

Together for Sustainability (TfS) Initiative

A nonprofit business organization. Members are chemical companies. It aims to build the industry's standard for sustainable supply chains, has established a standard approach for evaluating and improving the sustainability performance of suppliers, and shares assessments and audits across members [www.tfs-initiative.com].

United Nations Framework Convention on Climate Change (UNFCCC)

Driven by the United Nations (UN), The UNFCCC sets an overall framework for intergovernmental efforts to tackle the challenge posed by climate change. Its ultimate objective is to stabilize greenhouse gas concentrations in the atmosphere at a level that will prevent dangerous human interference with the climate system, in a time frame which allows ecosystems to adapt naturally and enables sustainable development [www.unfccc.int].

United Nations Global Compact (UNGC)

Driven by the United Nations (UN), a voluntary initiative based on CEO commitments to implement universal sustainability principles (also known as "The Ten Principles of the UN Global Compact") and to take steps to support UN goals such as the Sustainable Development Goals [www.unglobalcompact.org].

United Nations Guiding Principles on Business and Human rights (UNGPs)

Driven by the United Nations (UN), a set of guidelines for States and companies to prevent, address and remedy human rights abuses committed in business operations.

1. External Sources:

Ethics

// AAALAC International

<https://www.aaalac.org/>

// Declaration of Helsinki

<https://www.wma.net/what-we-do/medical-ethics/declaration-of-helsinki/>

// Ten Principles of UN Global Compact

<https://www.unglobalcompact.org/>

Labor & Human rights

// Conflict Minerals

www.responsiblemineralsinitiative.org

// International Labour Standards (ILO)

<http://www.ilo.org/public/english/standards/norm/whatare/fundam/index.htm.ilo.org>

// OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas – OECD

<https://www.oecd.org/daf/inv/mne/mining.htm>

// Universal Declaration of Human Rights | United Nations

<https://www.un.org/en/about-us/universal-declaration-of-human-rights>

Health & Safety

// PSCI (pscinitiative.org)

<https://pscinitiative.org/home>

// Responsible Care Global Charter

<https://www.icca-chem.org/responsible-care-global-charter/>

Climate & Environment

// Circular Economy

<https://www.ellenmacarthurfoundation.org/>

// Convention on Biological Diversity

<https://www.cbd.int/>

// Basel Convention

<https://www.basel.int>

// Minamata Convention

<https://www.mercuryconvention.org>

// RE100

<https://www.there100.org/>

// RSPO

<https://rspo.org/about>

// Science Based Target

<https://sciencebasedtargets.org/>

// Stockholm convention

<https://www.pops.int>

// UNFCCC

www.unfccc.int

Quality

// Human Regulatory: Compliance

<https://www.ema.europa.eu/en/human-regulatory/research-development/compliance-research-development>

Governance & Management Systems

// Together for Sustainability

<http://www.tfs-initiative.com>

// United Nations Global Compact

<http://www.unglobalcompact.org>

// United Nations Guiding Principles

https://www.ohchr.org/Documents/Publications/GuidingPrinciples-BusinessHR_EN.pdf

1. 2. Bayer-specific Sources:

// Animal Welfare

<https://www.bayer.com/en/animal-studies/animal-studies-our-responsibility>

// Biodiversity

<http://www.bayer.com/en/position-biodiversity.aspx>

// Bayer's Compliance Hotline

<https://www.bayer.com/en/corporate-compliance/corporate-compliance-policy>

// Bayer Position on Human Rights

<https://www.bayer.com/en/sustainability/human-rights>

// Bayer Principles for Animal Welfare and Animal Studies

<https://www.animalstudies.bayer.com/>

// Bayer Sustainable Development Policy

<https://www.bayer.com/en/sustainability/sustainable-development-policy>

// Climate Protection

<https://www.bayer.com/en/sustainability/climate-protection>

// Corporate Compliance Policy

<http://www.bayer.com/en/Corporate-Compliance-Program.aspx>

// Sustainability at Bayer

<http://www.bayer.com/en/Sustainability-and-Commitment.aspx>

// Water Position

<http://www.bayer.com/en/bayer-water-position.aspx>

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