



GENERAL CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES TO BAYER S.A.

1. General

- 1.1. Following are the established terms and conditions (hereinafter "CGF") for the purchase of products or the supply of services (hereinafter "Products") to which suppliers and service providers are subject (hereinafter "Suppliers"), as detailed in orders and/or purchase orders and/or any request for supply/services requested by any means (hereinafter "Purchase Order") by Bayer S.A., Monsanto do Brasil Ltda., Schering do Brasil Ltda., and/or D&PL Brasil Ltda. (hereinafter "BAYER"), jointly or individually.
- 1.2. The CGF is an integral part of the Purchase Order. Acceptance of the Purchase Order also entails acceptance of all of the terms of the CGF. The Supplier expressly states its agreement with this document by having its representatives sign, or acceptance of the Purchase Order by any means, including electronic/digital means. The lack of an express indication to the contrary by the Supplier regarding the CGF within 3 (three) business days from receipt shall be understood as acceptance of and full consent to the Purchase Order and the conditions thereof.
- 1.3. The CGF may not be amended by verbal communication or agreements.
- 1.4. Bids submitted by Suppliers to Bayer shall be considered for the contracting indicated in the Purchase Order only insofar as they relate to the technical and/or economic bid (hereinafter "Bid"), excluding any general contract conditions that are not technical, presented by the Supplier for executing the Purchase Order attached and/or indicated therein. Any specifications and drawings attached hereto or indicated herein shall be incorporated into the Purchase Order, including the Bid, exclusively in relation to its technical and commercial content, of which they are an integral part.
- 1.5. In the event of any contradiction or discrepancy between this CGF and a written contract or agreement signed with the Supplier regarding a given matter, the terms and conditions of the written contract and/or agreement signed by the legal representatives of the companies shall prevail, except insofar as they relate to the obligations and responsibilities established in Sections 4, 5, 6, 9, 10, 11, and 14 below.
- 1.6. In the event of any contradiction or discrepancy between this CGF and the Bid or general conditions of the Supplier, the conditions established in this CGF shall always prevail, especially with regard to the obligations and responsibilities established in Sections 4, 5, 6, 9, 10, 11, and 14 below.

2. Product Delivery

- 2.1. The Supplier agrees to deliver the Products to BAYER, with the quantities, characteristics, and in the form, location, term and price established in the Purchase Order, ensuring the quality of the Products, and agrees, as applicable, to protect, defend, indemnify and hold BAYER harmless from any claim, fine, penalty or assessment of any type that it may receive as a consequence of delivery of the Products in poor condition or without the corresponding approval.
 - 2.1.1. Products in a quantity, quality or condition other than that specified in this Purchase Order shall be returned or rejected, at Bayer's discretion, and the Supplier shall be liable for all expenses derived therefrom, including transportation.
- 2.2. The Supplier warrants the supply of the items and/or services according to the specifications in the Purchase Order, so that they can be used for their intended purpose, are free of any defects, impropriety, variance, etc., and assumes responsibility for any and all repairs, returns and replacements necessary and the resulting expenses for a minimum of 12 (twelve) months for services performed, unless otherwise agreed in this Purchase Order or legal instrument, as of the date on which they are signed. In obtaining the Products, the Supplier shall provide the warranty indicated in this section for the minimum warranty period provided by the Product manufacturer. The Supplier further agrees to offer warranties and common post-sales service and to be liable for any hidden defects and/or faults.
- 2.3. If BAYER has to deliver materials to the Supplier to fabricate the Product, the Supplier shall be liable for quality control.
- 2.4. Products shall not be received without the corresponding receipt/fiscal document, which must meet all legal requirements as well as those required by BAYER, at its discretion.
- 2.5. Transportation of the Product must comply with current transit legislation. In all cases in which it is mandatory to transfer the Product, the Supplier shall be required to obtain all necessary authorizations. If applicable, the safety data sheet, certificate of origin and certificate of analysis (indicating the lot, date of production and expiration of the lot delivered) shall be delivered along with the Products.
- 2.6. Delivery and receipt of the Products does not imply acceptance. Unless otherwise agreed, BAYER shall have a term of 90 (ninety) calendar days from receipt to reject it. If no statement is made within said term, the Products shall be considered to be accepted.
- 2.7. When, for any of the reasons indicated in the CGF, the Product and/or services ordered are rejected in whole or in part, the expenses derived therefrom shall be assumed by the Supplier.

3. Price and Payment Currency

- 3.1. The prices established in the Purchase Order are understood to be for delivered Products, free of expenses, at the place of delivery indicated in the Purchase Order, properly packaged for storage, inspection or transportation. In the case of services, they must be completed to BAYER's entire satisfaction within the agreed term and at the given location. The prices established in the Purchase Order are final and include all applicable taxes, detailing all taxes to be assumed by BAYER for the services rendered or products sold.
- 3.2. The Purchase Order issued shall indicate the applicable currency.
- 3.3. Unless expressly specified in the Purchase Order, the price of the Products cannot be indexed and shall be fixed and not subject to adjustment, including all taxes and social benefits assessed, and the Supplier shall be exclusively liable for any increases in costs, including those related to exchange variations, freight and insurance.
- 3.4. For purposes of the provisions of this section, BAYER shall make all legally required withholding at the time of payment.

4. Invoicing and Payment

- 4.1. The date of collection shall be determined according to the conditions established in the Purchase Order. All accounting documents shall be delivered to the address indicated in the respective Purchase Order.
- 4.2. All Product deliveries are to be made with the respective fiscal document, and the Supplier is solely liable for presentation of said document, including with respect to fines and other obligations if not presented and, when delivered through a shipping document, it shall also present the corresponding bill of lading at the time of delivery. It is essential for the Purchase Order number to appear on the respective fiscal and/or commercial documents.
 - 4.2.1. All accounting documents shall be delivered to the address indicated in the respective Purchase Order. Invoices shall always include dates for payment, with and without a discount. Expressions such as "at sight," "against presentation," "immediately," and "in advance" shall not be accepted unless defined in writing between the parties, entailing the return of the collection documents to be reformulated, which shall not constitute a delay in payment by BAYER.
 - 4.2.2. In the event of services provided for:



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- (i) Bayer S.A or Schering do Brasil Ltda:
 - a. electronic Notas Fiscais [invoices for tax purposes] are to be e-mailed to servicos.tomados@bayer.com.br. Manual notas fiscais (in voucher form) are to be sent to Bayer S.A.- Central de Recebimento de Notas [invoice receipt center] in São Paulo-SP at Rua Alexandre de Gusmão, S/N Portaria 2, Largo do Socorro – SP. CEP 04760-020. For materials, the Supplier shall e-mail the .xml file to nfe@bayer.com.br.
 - b. For CT-es, the Supplier shall e-mail the .xml file to: cte@bayer.com.br.
 - (ii) Monsanto do Brasil Ltda or D&PL Brasil Ltda,
 - a. electronic Notas Fiscais are to be e-mailed to: notafiscal.servico@monsanto.com.
 - b. manual notas fiscais (vouchers) are to be sent to the address in São José dos Campos - Av. Carlos Marcondes, 1200, Bairro Limoeiro, São José dos Campos – SP. CEP 12241-42.
- 4.3. The fiscal document and/or invoice shall be invoiced to the BAYER subsidiary where the services was provided and/or contracted, as determined in the Purchase Order; if presented at a different location and delays are incurred by BAYER in performing its obligations, it shall not be held liable or responsible in any way in this regard.
- 4.4. If the Product purchased is delivered in various phases, the Supplier shall issue a Sales Nota Fiscal in each phase of delivery of portions of the Product.
- 4.5. No addition to the price may be made in regard to withholding taxes and contributions required by law, so that the financial liability derived from any and all taxes and contributions assessed or to be assessed on this CGF shall be the exclusive responsibility of the party defined in tax and insurance benefit legislation as the taxpayer, even if the responsibility for withholding and collection is attributed to the other party.
- 4.5.1. The basis for calculation and the applicable rate for purposes of withholding taxes and/or contributions collected shall be determined in strict compliance with current legislation on the date of invoicing. The portions related to the materials and equipment used for performing this CGF and the respective Purchase Order(s) and/or contract shall be deducted from the gross value of the notas fiscais, in order to establish the basis for calculating withholding, in accordance with the conditions and percentages permitted by current legislation, and according to the provisions of the Purchase Order and/or contract, in which case the Supplier must present notas fiscais evidencing the value of the material and/or equipment indicated in the notas fiscais for services. If any deductions proposed by the Supplier are not in accordance with the provisions of this clause, or if the required documents are not presented, BAYER shall withhold the gross value of the nota fiscal, at the rate deemed applicable, in accordance with legislation in effect at the time of providing the services.
- 4.6. The Supplier shall notify BAYER in writing 30 (thirty) days in advance of any change in the bank account indicated for paying the price. If this notification is not sent, BAYER shall continue making the respective payments to the bank account initially indicated by the Supplier and under no circumstances shall this be considered as a breach of its obligations. If the bank transfer cannot be made because the account indicated by the Supplier has been closed or for any reason beyond BAYER's control, an alternative payment method shall be agreed between the Parties.
- 4.7. In order to avoid delays in payment, the Supplier shall include in the invoices and receipts a description of the Product, as indicated in the Purchase Order, and the respective number, in addition to all mandatory information for these documents, according to BAYER's guidelines and internal policies.
- 4.8. The Supplier assumes the responsibility to keep all pertinent documentation regarding the Products updated, in accordance with current legislation, in order to not make incorrect withholding, and agrees to deliver to BAYER the documentation it requests as quickly as possible.
- 4.9. The Supplier may not assign the rights and/or obligations related to the invoices it generated without BAYER's prior written authorization. The Supplier agrees to pledge [sic] this CGF or Purchase Order, nor to issue, pledge, discount or trade securities for services rendered or its supply without BAYER's written consent, subject to the penalty of paying BAYER a fine equal to two times the amounts pledged or the securities issued, pledged, discounted or otherwise traded.
- 4.10. BAYER reserves the right to challenge or dispute the invoice and other billing documents at any time in the commercial relationship.
- 4.11. Unless otherwise indicated in the Purchase Order, in the event that an irregularities is detected in the nota fiscal or invoice presented to BAYER, the respective payment shall only be made according to the weekly payment schedule on Fridays, after the duly corrected document has been resubmitted and recorded in our system. Payment(s) for fiscal document(s) recorded in the system by Wednesday shall be made by Friday of the same week. Otherwise, payment shall be made in the following week.
- 4.12. In relation to services rendered, if the labor is assigned or contracted, the Supplier shall specify in the nota fiscal and/or collection document the percentage of the price that refers to labor and the percentage that refers to the materials used, providing details of such materials, so that BAYER can withhold from the percentage related to labor the legally required percentage in accordance with INSS - National Social Security Institute regulations, under penalty, if not indicated, of considering the percentage described in specific legislation for withholding purposes.

5. Obligations, Warranties and Liability of the Supplier

- 5.1. The Supplier agrees to perform the supply assigned to it in accordance with applicable laws and regulations, including all anti-bribery, anti-corruption, money laundering, labor, tax and social benefits laws, as well as current anti-trust laws and standards and/or supplemental rules that may be issued in the future. In addition, the Supplier agrees to not offer any payment or benefit, directly or indirectly, to government officials, customers, business partners, health care professionals or any other person in order to secure an undue benefit or unfair business advantage, affect private or official decision-making or induce someone to breach professional duties or standards.
- 5.1.1. The Supplier shall present to BAYER, before beginning to perform the Purchase Order and thereafter, whenever so requested by BAYER, vouchers evidencing performance of the obligations indicated in this section, under penalty of withholding by BAYER of payments due until the respective obligation is performed, if not presented or in the event of breach of this obligation.
- 5.2. The supplier acknowledges and expressly accepts that it is prohibited from assigning, transferring, subcontracting, delegating, attributing and/or assigning [sic] any of its rights or obligations pursuant to this agreement without BAYER's prior written consent. If subcontracting is authorized, the Supplier shall be responsible for: (a) the quality of the services provided by said third parties and for performance in full of the obligations assigned to them; (b) any and all damage caused by them and affiliated persons to BAYER, its employees or affiliated third parties. The Purchase Order is binding upon the parties and their respective successors and assigns. In the case of subcontracting, the Supplier shall remain solely and fully liable for the obligations assumed hereunder with respect to BAYER.



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- 5.2.1. In the case of services rendered, the Supplier shall keep one of its officials available to BAYER, at no additional charge, who shall be responsible for guiding and supervising activities, inspections, technical and administrative management of its employees used in performing and/or delivering the Products, as the sole and exclusive employee and contracting party, in the event that subcontractors are used.
- 5.3. The Supplier shall guarantee to BAYER free supervision and inspection of the Products to be delivered and/or work to be performed, and the Supplier shall provide all facilities in order to do so.
- 5.4. The Supplier shall notify BAYER of any defect or imperfection in the Products delivered as soon as such defects or imperfections are identified by the Supplier.
- 5.5. If the Products delivered and/or services do not comply with the agreed specifications or present any imperfection, BAYER may demand, at its discretion:
- (i) that the defect be remedied, or Products supplied without defects, and/or
 - (ii) cancellation of the Purchase Order or a reduction in the purchase price according to legal provisions, and/or
 - (iii) compensation or reimbursement of the unnecessary expense. The selection of one of these options does not exclude the others.
- 5.6. The liability attributed to the Supplier according to this CGF also includes any product manufactured by third parties contracted or subcontracted by the Supplier.
- 5.7. If the Supplier is notified of a defect, the warranty expiration shall be extended by the time elapsed between notification and repair of the defects. If the Product delivered by the Supplier is completely replaced by another, the time period shall begin again; if the Product is partially replaced, the warranty period shall begin again for the new parts.
- 5.8. Products or services that are subject to a warranty claim shall remain at BAYER's disposal until replaced.
- 5.9. In urgent cases, or if the Supplier fails to or is unsuccessful in repairing a defect, BAYER may eliminate the defect itself and reduce the payment to the Supplier or assert one of the rights and warranties mentioned in this CGF.
- 5.10. Acceptance of the Products and/or services of the Supplier by BAYER shall not affect the obligations pursuant to the Supplier's warranty.
- 5.11. The Supplier shall carry liability insurance, when applicable and at its own expense, covering any damage caused by the Supplier and its employees and/or subcontractors derived from the Products and/or services delivered and/or provided. The Supplier shall deliver to BAYER a copy of the policy, indicating the insured amount for each claim whenever BAYER so requests. In addition, the Supplier shall carry transportation insurance on the Products, the cost of which it shall assume, unless otherwise agreed.
- 5.12. Any machine, device, etc., loaned to BAYER on a gratuitous basis shall be insured by the Supplier against usual perils. Any other liability of BAYER related to such machines, devices, etc. or damage shall be excluded, unless caused voluntarily or by negligence.
- 5.13. The Supplier shall choose the mode of transportation that is most favorable and convenient for BAYER, notwithstanding specific instructions to the contrary from BAYER in this respect.
- 5.14. The Supplier shall always package, mark and deliver hazardous Products in accordance with pertinent domestic or international regulations. The documents accompanying these Products shall indicate any details required by transportation rules and regulations.
- 5.15. The Supplier shall be liable for any damage caused by breach of these provisions and shall pay any expense derived from such breach. It shall likewise be liable for ensuring that these delivery requirements are observed by its subcontractors.
- 5.16. Any delivery of Products for which BAYER cannot accept delivery due to failure to comply with these provisions shall be stored at the expense and risk of the Supplier. BAYER shall be entitled to verify the contents and condition of these deliveries.
- 5.17. Title to the Products or goods provided by the Supplier shall be transferred insofar as BAYER accepts them to its entire satisfaction, and the Supplier assumes the risk for loss until they are delivered to BAYER to its entire satisfaction.
- 5.18. The Supplier warrants that third-party patents, licenses or intellectual property rights shall not be infringed as a result of delivery and/or use of the Products. In this respect, any amount due as a result of licensing and/or assigning these rights shall be assumed exclusively by the Supplier.
- 5.19. The forms, models, tools, films, technical drawings, reproductions, draft and/or final artwork that may be made by the Supplier to allow it to fill the Purchase Order are part of the total value to be paid by BAYER for filling the Purchase Order.
- 5.19.1. The forms, models, tools, films, technical drawings, reproductions, draft and/or final artwork shall be BAYER's property even if they remain in the possession of the Supplier. The Supplier shall be required to deliver them upon BAYER's request, and to transfer title, when applicable, after the supply pursuant to this Purchase Order has been completed.
- 5.20. The Supplier shall deliver to BAYER, in a timely manner, at no charge for BAYER and without the need for a special request to do so, all documentation needed for the use, installation, processing, storage, operation, service, inspection, maintenance or repair of the Products.
- 5.21. The Supplier shall be liable for and shall hold BAYER harmless from any loss, damage or sanction incurred as a result of a violation or breach of any of the obligations set forth in this CGF by the Supplier.
- 5.22. The Supplier is not permitted to refer, directly or indirectly, to BAYER, the Purchase Order, Services and/or Products contracted hereunder for any kind of marketing, promotion, or publication, without the express written consent of BAYER.
- 5.23. The Supplier shall be fully liable at all times for conducting its business, and there shall be no employment relationship between BAYER, the Supplier and/or its third parties and/or subcontractors, acting as an independent company, on its own behalf and at its own risk. The Supplier shall deliver the Product in full compliance with the normal and specific activities of its commercial operations.
- 5.24. If contracting, maintenance, inspection, repair work, etc. is performed at any BAYER facility, this work shall comply with BAYER's Safety Rules. This documentation shall be delivered at the start of work or shall be requested from BAYER's Safety Department. BAYER shall not be responsible for any property of the Supplier or its personnel that may be used in BAYER facilities for delivery of the Products.
- 5.25. The Supplier shall be fully liable for payment of wages, benefits and for enrolling its employees and/or third parties used for performing its obligations in Workmen's Compensation Insurance and for performing the other obligations derived from labor, insurance and tax laws. Upon BAYER's request, the Supplier shall acknowledge compliance with labor obligations, and for this purpose shall deliver copies of the corresponding documentation upon BAYER's request. If this requirement is not observed, BAYER shall be automatically authorized to rescind the effects of the Purchase Order due to the exclusive fault of the Supplier, without requiring prior judicial notice, and without generating any entitlement by the Supplier to compensation.



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- 5.26. The Supplier assumes all labor, insurance and tax liability, including those derived from any changes in current legislation, related to its personnel and subcontractors. In the event that a labor claim is filed involving services provided to BAYER, the Supplier shall endeavor to hold it harmless and, if it is unable to do so, if an order against it is handed down and BAYER is required to pay any amounts, including but not limited to court costs and legal fees, BAYER is authorized to compensation between the amounts that the Supplier is to receive and the amount paid or to request reimbursement of the amount, at its exclusive discretion, within the firm term of 10 (ten) business days from the date of actual payment. Said amounts shall be monetarily restated based on the variation of the IGP-M [General Price Index - Market]/FGV [Getulio Vargas Foundation], from the date of disbursement until the date of repayment.
- 5.27. BAYER and the Supplier state that there is no parent or subsidiary relationship between them and that they are not affiliated companies.
- 5.28. The Supplier is required to allow inspections and/or audits in all cases required by BAYER, which may be scheduled or conducted as deemed appropriate by BAYER. BAYER is authorized to inspect the Products and/or Services when they are performed in a BAYER unit and/or facility of the Supplier, in order to verify that all of the conditions agreed herein are duly performed. Payment for the Purchase Order shall be in proportion to actual delivery by the Supplier of the Products and/or Services.
- 5.29. If testing is necessary for the Products, the Supplier shall assume the cost of such testing, including personnel expenses. These costs may be assumed by BAYER if established in prior negotiations and included in the Purchase Order.
- 5.30. If, due to any defect detected in the Products, it is necessary to repeat any testing or conduct additional testing, the Supplier shall pay all personnel expenses and other related costs. The Supplier shall also pay all personnel expenses and other costs incurred in relation to testing the materials it uses in performing the order.
- 5.31. Notwithstanding the other obligations assumed pursuant to this Purchase Order or law, the Supplier agrees to:
- (i) Keep as employees all labor necessary to perform the Purchase Order, paying the wages or any other compensation due and assuming all tax, labor, insurance and social security obligations, and present to BAYER the respective proof of payment, whenever requested, under penalty of BAYER withholding the payments due until the obligation is performed, in the event of failure to present proof or breach of such obligations.
 - (ii) Assume liability, during and after the term of validity of the Purchase Order, for any claim from its employees and/or contracted personnel against BAYER or its affiliates in relation to performing the services;
 - (iii) Compensate BAYER for any expense that may be incurred as a result of breach of the obligations assumed hereunder;
 - (iv) Assume liability for work-related risks and accidents occurring to its employees/contracted personnel in performing the services and/or delivering the products;
 - (v) Adopt its own professional identity for use by its employees/personnel in performing the services;
 - (vi) When performing services in BAYER facilities, comply with and ensure that its employees/contracted personnel comply with BAYER's rules and instructions related quality, health, the environment and safety, as well as keep areas for delivering products and/or performing services clean and in perfect condition for use;
 - (vii) Properly use all tangible and intangible assets made available to it by BAYER for performing the services, following applicable technical guidelines, as appropriate;
 - (viii) Assume liability for any damage that may be caused to BAYER or third parties while performing this Purchase Order, including liability for its subcontractors, with regard to any indemnity due;
 - (ix) Assume liability for any labor claims and petitions filed by its employees or contracted personnel against BAYER, in relation to performing the services contracted hereunder;
 - (x) Protect and hold BAYER harmless, as applicable, in relation to any claims, losses, proceedings, and actions derived from the items it supplies, or from breach of the terms and conditions established herein and/or in current legislation;
 - (xi) Obtain any and all legal authorizations necessary for proper performance of the Purchase Order.

6. Intellectual Property, Patents and Rights of Third Parties, Designs, Tools, Forms, Patterns

- 6.1. The Supplier agrees that BAYER shall own, irrevocably and gratuitously, all rights to creations resulting from this contract, whether copyrights or intellectual property, and BAYER shall have all forms of use, enjoyment and disposal thereof, without any restriction, including in relation to space, language, territory, time, quantity of copies, number of issuances, transmissions, retransmissions, editions, re-editions, printings and conveyances, without any compensation due to the Supplier for intellectual property equity rights, and also may reproduce and register and/or patent them in its own name or in the name of third parties that it designates, at any time and place, in Brazil or abroad, without any charge, in which case the Supplier shall be required to sign the documents and cooperate as necessary to transfer the rights and obtain the registration or patent. Any and all intellectual property materials or items made available by BAYER to the Supplier shall remain the exclusive property of BAYER and may not be used for any purpose not established in the Purchase Order or contract, and must be immediately returned to BAYER upon request.
- 6.1.1. The Supplier shall obtain from its employees, directors, associates and service providers the assignment of intellectual property equity rights necessary to comply with the provisions of the foregoing item.
- 6.2. The Supplier hereby acknowledges and agrees to respect the intellectual property of Bayer Intellectual Property and/or any company in the same economic group as BAYER, in its capacity as holder of the rights and BAYER, in its capacity as licensee to trademarks directly or indirectly related to the purpose of the services or supply, as well as BAYER's right to develop, insure, register, license, sublicense, use and reproduce them, related to marketing, advertising and promotion in Brazil.
- 6.3. The Supplier is prohibited from using its commercial relationship with BAYER for any advertising purposes, whether printed or disclosed in other media, without BAYER's prior written consent. In addition, the Supplier, unless previously authorized in writing by BAYER, shall not use the BAYER S.A. name, trademarks, logos or designs held by BAYER, Bayer Intellectual Property or companies affiliated with them.
- 6.4. Industrial designs, projects, utility models, inventions, any information or documents delivered by BAYER to the Supplier or prepared by the Supplier derived from the Contract and/or using the resources, means, data, materials, facilities or equipment provided by BAYER shall remain the exclusive property of BAYER, and may not be used for any purpose not established in the Contract, and must be immediately returned to BAYER upon request.

7. Default and Breach

- 7.1. Except in the cases already established in the CGF, in the event of default, the injured party, when applicable, shall notify the other party in writing to take the necessary steps to remedy the default within no more than 30 (thirty) calendar days from the date on which it received of



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said notice. If not applicable or if the default is not remedied, the injured party may rescind this Purchase Order by simply notifying the defaulting party, notwithstanding any compensation for any loss and damage/loss of income due by the defaulting party.

- 7.2. In the event of failure by the Supplier to deliver the Product(s) requested by means of a Purchase Order, BAYER shall be entitled to deduct the equivalent of two percent (2%) of the invoice corresponding to the Product(s) delivered late for each day of delay in delivery, as a penalty.
- 7.3. In addition to the provisions in the previous point, BAYER reserves the right to rescind all or part of the Purchase Order if the Supplier does not perform the conditions of the Purchase Order and/or the CGF.

8. Tolerance

- 8.1. The fact that BAYER at any time does not require the Supplier to perform any of the provisions established in this CGF shall in no way affect its right to require such performance at any time in the future.
- 8.2. Failure by BAYER to assert its rights and authority does not imply any waiver thereof, which it reserves the right to exercise at the time it deems appropriate.
- 8.3. Any tolerance or concession of the parties shall be considered discretionary, without constituting novation, enforceable precedent, waiver or loss of any rights or rights acquired by the other party.

9. Term/Validity and Effectiveness

- 9.1. Unless otherwise expressly established, and except in cases of purchasing products or materials, the Purchase Order shall become effective on the date on which it is signed and shall be valid for 12 (twelve) months, and may be rescinded by either party at any time, without penalty, by means of a written notice sent 30 (thirty) days in advance.
- 9.2. If any of the provisions of this CGF and/or Purchase Order is invalid according to any current or future law, the other provisions shall remain in effect in all other aspects.
- 9.3. This CGF is valid until final delivery/performance of the Product.

10. Confidentiality and Data Privacy

- 10.1. The Supplier shall use the information and/or documentation (written, verbal or by any other means) to which it has access by virtue of the issuance, performance and/or finalization of this CGF and/or Purchase Order or the commercial relationship derived therefrom, in accordance with current legislation in the territory regarding confidentiality and data privacy, and may not use it for its own benefit and/or the benefit of third parties.
- 10.2. The Supplier shall take the necessary precautions to maintain confidentiality during and after the term of validity of its relationship with BAYER.
- 10.3. For further clarification, all materials, documents, information and/or intellectual property right and/or know-how owned by BAYER delivered to and/or brought to the attention of the Supplier as a result of the Purchase Agreement shall remain in BAYER's possession and shall not be used for other purposes or reasons not expressly agreed, nor may be reproduced or delivered to third parties by the Supplier.
- 10.4. The Supplier shall deliver to BAYER, when so requested, all materials, copies and/or duplicates thereof issued, without any restriction or delay.
- 10.5. In the event of a breach of confidentiality assumed by the Supplier, BAYER shall be entitled to claim damages, notwithstanding the actions to which it is entitled and applicable criminal rules for breaching secrecy, as applicable.
- 10.6. In order to provide the Services as agreed within the context of this Contract, the Supplier may come into contact with personal data of interest to BAYER, i.e., any information related to an identified or identifiable person or company, including but not limited to: names, personal phone numbers, contact information (such as address, e-mail address, work phone number, cell phone number, fax number), work information, bank information, employment status, corporate organizational data, Information Technology data (such as access codes, usage data, last login data, incident data), details of electronic messages sent, requests for service or any other relevant information related to business involving officers, clients, suppliers or contractors (individuals or institutions) of BAYER ("Personal Data"). Especially in relation to Personal Data, the Supplier may collect, process and use personal data on behalf of and as instructed by BAYER. The Supplier therefore shall use the Personal Data exclusively within the necessary scope for providing the Services pursuant to this Contract.
- 10.7. With regard to protecting information and data privacy, including Personal Data, the Supplier warrants that it shall render the Services pursuant to this Contract in compliance with the security requirements imposed by current applicable legislation, especially the Internet Civil Framework Law no. 12.965/14, General Data Protection Law no. 13.709/18, and the security specifications established in ISO/IEC standards 27001, specifically applicable to the scope of this Contract, ISAE 3402, SOC2 and SOC3, and further warrants the availability, integrity and confidentiality of the information obtained, processed, trafficked and stored.
- 10.8. Insofar as the Supplier collects, processes and uses Personal Data on behalf of BAYER, the Supplier shall:
 - (i) process it only according to BAYER's instructions and in compliance with the mandatory legal obligations applicable in Brazil and in all countries and/or relevant jurisdictions;
 - (ii) adopt, maintain and apply appropriate safety policies, including but not limited to (a) access control, (b) data entry control, (c) control on data transfer and processing, and (d) availability control;
 - (iii) protect and safeguard the BAYER Personal Data as if it were its own; and
 - (iv) confirm that it has obtained all legally required authorizations to transfer any of BAYER's Personal Data within the Supplier's organization.
- 10.9. All subcontracts or agreements that the Supplier may enter into in relation to this contract shall include similar provisions with regard to protecting Personal Data.
- 10.10. Notwithstanding each party's duty to comply with the respective obligations in accordance with privacy and/or data protection laws, the Supplier shall also be responsible for (i) using the Personal Data in accordance with the provisions appearing in current data protection legislation; and (ii) prohibit its officers and other persons involved in data processing from the unauthorized collection, processing or use of Personal Data.
- 10.11. The Supplier may not respond to any external requests for information and shall notify BAYER immediately in the event that any such request is made. Data secrecy survives the expiration, rescission or termination of this contract
- 10.12. The Supplier agrees to honor requests for Personal Data from BAYER with regard to correction, deletion, blocking and/or disclosure to third parties within 5 business days. BAYER is entitled to instruct the Supplier at any time with regard to the type, extent and procedures for using Personal Data.



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- 10.13. BAYER reserves the right, before beginning any data processing on behalf of BAYER and at regular intervals thereafter, to audit the technical and organizational resources used by the Supplier. The Supplier, at BAYER's request, shall present any and all information, documentation and other forms of proof necessary for conducting an audit. During the course of this audit, BAYER may, at its exclusive discretion, and not limited to this measure, conduct an inspection of the Supplier's commercial operations site or have it conducted by a qualified third party, during normal business hours and without interrupting the Supplier's commercial operations.
- 10.14. The Supplier shall be liable for compensating any person suffering damage as a result of any exclusive [sic] violation of the provisions contained in this Section. If BAYER is required to pay any costs, charges, expenses or compensation for this purpose, it shall be reimbursed by the Supplier within 10 (ten) days from receipt of the notice to this effect.
- 10.15. At the end of the Contract, for whatever reason, or during the term of validity hereof, within 15 (fifteen) days from a written request from BAYER, the Supplier agrees to return to BAYER or reliably destroy all Confidential Information (and the media on which such information is recorded) that it may have been given based upon this Contract, including all backups made during the term of validity hereof, without retaining any copies. The termination of this Contract between the parties, for any reason, immediately revokes any authorization to use and process Personal Data, and the Supplier is expressly prohibited from using it for any purpose established by this Contract, under penalty of civil and criminal liability.

11. Information Security

- 11.1. With regard to protecting information and data privacy, the Supplier, when applicable, warrants that the service provider it contracts to provide the Product(s) pursuant to the Purchase Order and/or contract shall comply with the security requirements imposed by current applicable legislation, especially the Internet Civil Framework Law no. 12.965/14 and the security specifications established in ISO/IEC standards 27001, specifically applicable to the scope of this Contract, ISAE 3402, SOC2 and SOC3 and any subsequent legislative updates, and further warrants the availability, integrity and confidentiality of the information obtained, processed, trafficked and stored.
- 11.2. Whenever the Products require access to BAYER information systems, the Parties shall jointly establish the access necessary for performing such activities.
- 11.3. The Supplier shall follow the procedures (encryption, access controls, security levels, among other measures) indicated by BAYER, related to processing and handling BAYER's information. These precautions may only be eliminated or changed by means of a written communication from BAYER.

12. Pharmacovigilance (where applicable)

- 12.1. If it becomes aware of adverse effects, adverse reactions or other relevant drug safety information of BAYER, or receives technical claims regarding said products, the Supplier shall notify BAYER to this effect as quickly as possible and under no circumstances more than 1 (one) business day after becoming apprised thereof. For this purpose, the Supplier shall contact BAYER by phone (+55 11 56945150) or e-mail (drugsafety.brasil@bayer.com).

13. Consent

- 13.1. By means of this instrument and in accordance with current legislation, the Supplier expressly authorizes BAYER to use, transfer and share with third parties (including other companies in its Economic Group) the information that may be derived from this commercial relationship, in order to be stored, processed, handled, analyzed and/or used for promoting said commercial relationship and for furtherance by BAYER of its corporate purpose.

14. Compliance with Laws and Anti-Corruption Measures

- 14.1. The Supplier represents, on behalf of its shareholders, directors, officials, interns, agents and/or subcontractors, that:
- 14.2. It shall perform any activity related to this Contract in a manner consistent with applicable laws and regulations, including any Anti-Corruption and Anti-Trust Laws.
- 14.3. It did not and shall not offer, promise or authorize an offer, donation or payment, directly or indirectly, of any amount or anything of value to benefit clients, business partners, health care professionals or any other person, for the purpose of securing an improper benefit or unfair commercial advantage, influence someone to make a given decision or medical prescription*, or even to induce someone to violate professional duties or standards.
- 14.4. It did not and shall not offer, promise or authorize an offer, donation or payment, directly or indirectly, of any amount or anything of value to benefit any Authority, for the purpose of unduly influencing any act omission or decision by said Authority, in order to obtain or retain business or advantages and/or include anyone to engage in activities that violate or potentially violate any Anti-Corruption Law, including engaging in the conduct established in article 5 of Law 12.846/2013.
- 14.5. It is not directly or indirectly (i) under investigation or monitored by virtue of a report related to violation of the Anti-Corruption Law; (ii) subject to ongoing judicial and/or administrative proceedings or was accused and convicted of violating the Anti-Corruption Law; (iii) punished, listed as disreputable or prohibited or with restricted rights to contract with any Government Authority; (iv) subject to restrictions or economic and business sanctions by any Government Authority; (v) publicly accused or suspected of corrupt practices or injurious actions against the public administration.
- 14.6. No Director, Partner or Shareholder of the Supplier and Authority, and no Authority [sic] is entitled to or has an interest in any payment or anything of value provided by BAYER to the Supplier.
- 14.7. It does not and shall not engage in any of the conduct established in article 5, section IV, of Law 12.846/2013 in government tenders and/or contracts in which it participates or shall participate, including but not limited to those involving BAYER Products.
- 14.8. For purposes of this Section, "Authority" means any authority, official, agent, representative or any other person acting officially or on behalf of (i) any body or entity of the domestic or foreign, federal, state or municipal public administration; (ii) any political party or candidate; or (iii) any public international organization.
- 14.9. For purposes of this Section, "Anti-Corruption Law" means:
- (i) the "US Foreign Corrupt Practices Act - FCPA" of 1977;
 - (ii) the "UK Bribery Act" of 2010;
 - (iii) Law 12.486/2013; or
 - (iv) any other federal, state or municipal law or decree that in any way regulates "anti-corruption" matters.
- 14.10. The Supplier shall immediately report to BAYER, in writing, any suspicion or finding of violation of the aforementioned principles, when relating to BAYER's business and, in these cases, shall cooperate fully with BAYER in the examination of the matter.



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- 14.11. If BAYER becomes aware of or has sufficient evidence to determine that the Supplier violated any of the principles indicated above, BAYER may immediately rescind the contract, by operation of law. In the event of rescission according to this Section, the Supplier shall not be entitled to any compensation or additional payment as a result of this rescission.
- 14.12. During the term of validity of this Contract and for 1 (one) year BAYER or its duly authorized external auditors, by means of a notice sent to the Supplier with reasonable advance notice, at BAYER's expense, shall be entitled to examine and copy books, recordings and other documents or materials related to performing this Contract, except salary information, for the sole purpose of verifying whether the Supplier has performed the *Compliance* obligations established in this Section.

15. Human Rights

- 15.1. BAYER supports and respects human rights in all locations where it operates, both internally and in its external sphere of influence. That being said, the Supplier agrees to act fairly and legally, and agrees to observe and promote the respect of human rights, including in its supply chain. It shall be the duty of the Supplier to ensure that safety measures are taken by personnel under its direction for compliance with the obligations established in the Purchase Order. Among others, this includes the safe control of work tools and providing employees with appropriate safety equipment, when applicable. BAYER's position regarding human rights is unequivocal and consequently, the Supplier agrees to: (i) not employ youth under the age of 16 (sixteen), except as apprentices, and in this case only those aged 14 (fourteen) and older, and require sub-suppliers authorized by BAYER to comply with this obligation; (ii) not employ youth under the age of 18 (eighteen) for working night shifts, hazardous or unhealthy duty, and require sub-suppliers authorized by BAYER to comply with this obligation; and (iii) not engage under any circumstances in work similar to slavery, child labor, and not employ adolescents to work night shifts, hazardous or unhealthy duty, in accordance with Law no. 8.069/90 - Statute on Children and Adolescents.

16. Code of Conduct for Suppliers

- 16.1. The Supplier states that it is aware of the contents of BAYER's Code of Conduct for Suppliers, which is available at the following link: <https://www.bayer.com.br/static/documents/pdf/codigo-conduta-fornecedores.pdf>, and agrees to perform the supply/provide the services in accordance therewith. BAYER shall be entitled, at its discretion, to audit compliance with said Code by the Supplier, either by an evaluation (online, printed questionnaire or another form determined by BAYER) or by an on-site audit, to be conducted directly by BAYER or a third party it designates.

17. Act of God or Force Majeure

- 17.1. Neither of the parties shall be considered liable nor shall be subject to sanctions for default or delay in performing its obligations pursuant to this CGF and/or Purchase Order when such default or delay is caused by an act of God or force majeure, according to current legislation. Acts of God or force majeure include but are not limited to: war, guerrilla warfare, acts of terrorism, abduction, riot, disturbance, picketing, fire, flood, tremor, earthquake, erosion, cataclysm, pandemics, changes in legislation or standards (not limited to exchange regulations) or in general, any cause beyond the control of either of the parties or not attributable to them, provided that it prevents delivery of the Products. In this case, the affected party shall notify the other party of the situation within five business days following the event, including all available information related to it, insofar as circumstances so allow. For purposes of this section, strikes shall not be considered an act of God or force majeure unless it involves unforeseen or unforeseeable labor movements, or an entire industry involved in delivery of the Products.

18. Notices and Applicable Law

- 18.1. All notices or information sent pursuant to the Purchase Order shall be made in writing and by any means that ensures receipt, with an acknowledgment of receipt. For this purpose, the Supplier and BAYER establish their domicile at the address indicated in the Purchase Order.
- 18.2. [sic] The Parties shall use their best efforts to amicably resolve any doubts or disputes arising out of the interpretation of the provisions of this CGF, and any other issues related to the relationship established between the Parties ("Conflict"). Nevertheless, if it is not possible to reach an amicable resolution within 20 (twenty) days from the date of notification by one Party to the other of the existence of a Conflict, the matter shall be submitted to the courts. In order to resolve any dispute, the Parties shall be subject to Brazilian law and the jurisdiction of the district of the capital of the State of São Paulo, waiving any other venue and/or jurisdiction that may correspond.