

General Terms and Conditions of Syngenta on the Procurement of Products and Services

Version V.4 effective as of June 21st, 2024

SCOPE: These General Terms and Conditions ("**GTC**") are incorporated by reference and shall apply to all purchase orders issued by Syngenta for the supply of goods and/or the provision of services by a third party (the "**Supplier**"), unless Syngenta and the Supplier (together, the "**Parties**") have entered into a separate written contract signed by both Parties, in which case the terms of such contract shall prevail over these GTCs. These GTCs shall apply to the exclusion of any other terms and conditions a Supplier seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing. Syngenta reserves the right to unilaterally amend these GTC. All of these GTC shall apply the supply of both goods and services except where the application to one or the other is specified.

- 1. OFFER / ACCEPTANCE / CONTENT OF CONTRACT:** Syngenta shall issue a purchase order ("**PO**") to the Supplier. The PO is considered a legally binding offer ("**Offer**") to purchase the goods and/or services in accordance with these GTCs. The Offer shall be deemed to be accepted on the earlier of (a) the Supplier issuing a written acceptance of the Offer; or (b) the Supplier doing any act consistent with fulfilling the Offer, at which point and on which date a contract comprising: (a) the PO; (b) these GTCs; and (c) any goods specification ("**Specification**") and/or (d) any services statement of work ("**SOW**") proposed by Syngenta in writing (including by email) or otherwise attached to the PO in relation to the goods and/or services (the "**Contract**") shall come into existence between the parties. Any acceptance must correspond exactly to the Offer. Any deviations from the Offer are regarded as a counteroffer which Syngenta must explicitly agree to ("**Agreed Deviations**") otherwise such deviations shall not form part of the Contract. Any Agreed Deviations shall take precedence over these GTC in case of deviations or discrepancies. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these GTC.
- 2. PRICES / PAYMENTS:** Supplier shall supply products or services to Syngenta at the price set forth in the Contract. Unless otherwise specified in the Contract, the price shall be understood as a fixed price. Supplier shall not be entitled to any additional remuneration for any additional costs unless otherwise agreed between parties in writing. If the Contract concerns the supply of goods, unless otherwise agreed in the Contract, the prices shall be DDP (place of delivery specified by Syngenta in the Contract) Incoterms® 2020. If the prices have not yet been fixed at the time of issue of the PO, they must be specified at the time of acceptance of the PO and approved by Syngenta in writing prior to delivery. If it is agreed that a certain quantity shall only be delivered by the Supplier on call or similar, any costs that were not agreed upon in advance or those costs that exceed the agreed range must be approved by Syngenta in writing prior to delivery. Unless otherwise stated in the Contract, the Supplier shall invoice Syngenta: (a) for goods, on or at any time after completion of delivery; and (b) for the provision of services, on completion of the services. Each invoice shall include such supporting information required by Syngenta to verify the accuracy of the invoice, including the relevant PO number. Unless otherwise agreed in the Contract, Syngenta shall pay undisputed invoices within sixty (60) days from date of receipt. All amounts payable by Syngenta under the Contract are exclusive of VAT which shall be payable by Syngenta in addition on receipt of a valid and correct VAT invoice from the Supplier.

- 3. SUPPLY OF GOODS:** The Supplier shall ensure that any goods shall: (a) correspond with their description and any Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Syngenta, expressly or by implication, and in this respect Syngenta relies on the Supplier's skill and judgement; (c) where the goods are manufactured products, be free from defects in design, materials, workmanship and remain so for 24 months after delivery; and (d) comply with all applicable statutory and regulatory requirements including but not limited to the manufacture, labelling, packaging storage, handling and delivery of the goods. Syngenta shall be entitled to give notice of defects at any time after discovery of the defect during the warranty period. Syngenta shall therefore not be obliged to report any defects immediately or to give notice of defects. Syngenta shall be entitled, at its sole discretion, to the following rights in respect of defects: rescission, reduction of payment, replacement, discard, repair, replacement cost of products and, additionally, damages.
- 4. DELIVERY OF GOODS:** Goods shall be supplied DDP (place of delivery specified by Syngenta in the Contract) Incoterms® 2020. The Supplier shall ensure that: (a) each delivery of the goods is accompanied by a delivery note which shows the date of the order, the PO number, the type and quantity of the goods (including the code number of the goods (where applicable)), special storage instructions (if any); and (b) if the Supplier requires Syngenta to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier. In addition, all deliveries of chemical products shall be accompanied by a certificate of analysis confirming the products' conformity with the required product specifications and materials safety data sheet (if required under applicable law). If preferential origin can be declared under any free trade agreement or program (e.g. GSP, etc.), Supplier shall provide a preferential certificate of origin and demonstrate reasonable care in compliance with the requirements of the applicable program and laws. The Supplier shall deliver the goods: (a) on the delivery date as specified in the Contract, or if none is specified in the Contract as instructed by Syngenta; (b) at the delivery location as specified in the PO; and (c) during business hours as instructed by Syngenta.. Syngenta may resell or use the goods in the ordinary course of its business before the Supplier receives payment for the goods. However, if Syngenta resells or uses the goods before that time: (a) it does so as principal; and (b) title to such goods shall pass from the Supplier to Syngenta immediately before the time at which resale or use by Syngenta occurs. Title in the goods shall accordingly not pass to Syngenta until the earlier of: (a) payment by Syngenta of the Supplier's invoice for the goods, in which case title to the goods shall pass at the time of payment; or (b) the time immediately before Syngenta resells or uses or incorporates those goods into other products. Early deliveries, as well as any delivery comprising over or under the quantity of goods ordered shall not be permitted and Syngenta may, at its sole discretion, reject the goods which shall be returnable at the Supplier's risk and expense or to store them at Supplier's expense and risk until the delivery date. If the Supplier delivers more or less than the quantity of goods ordered, and Syngenta accepts the delivery, the Supplier shall make a pro-rata adjustment to any invoice for

the goods. Supplier is solely responsible for costs related to unused transportation capacities, and any demurrage that occurred due to the Supplier's failure to deliver in a timely manner. For the content, type and scope of deliveries and services, in particular, for quality, dimensions and quantities as well as packaging and means of transport, the customary type and quality and the latest state of science and technology as well as DIN, EN-, ISO-, VDE-, VDI- or equivalent standards and industry standards shall be complied with.

The Supplier undertakes to ensure the traceability of the products supplied by them.

5. **SUPPLY OF SERVICES:** The Supplier shall supply the services to Syngenta in accordance with the terms of the Contract. In providing the services, the Supplier shall: (a) cooperate with Syngenta in all matters relating to the services and comply with all instructions of Syngenta; (b) perform the services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; (c) ensure that the services conform with all descriptions, standards and specifications set out in the Contract and any deliverables shall be fit for any purpose that Syngenta expressly or impliedly makes known to the Supplier; (d) obtain and at all times maintain all licences and consents which may be required for the provision of the Services; and (e) if relevant, use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract.
6. **RIGHT TO REFUSE PERFORMANCE:** In the event of incorrect, defective or late delivery or performance by the Supplier, or in the event the Supplier has delivered goods that are not compliant with undertakings in clause 4, or supplied services that are not compliant with undertakings in clause 6 Syngenta shall, without limiting or affecting other rights or remedies available to it, be entitled to: (a) refuse payment as well as any other performance owed by Syngenta to the Supplier until all obligations of the Supplier have been duly and timely fulfilled; (b) terminate the contract with immediate effect by giving written notice to the Supplier; (c) refuse any subsequent performance which the Supplier attempts to make; (d) require a refund from the Supplier or any sums paid for in advance for goods and/or services that have not been delivered; and (e) to claim damages for any additional costs, loss or expenses incurred by Syngenta which are in any way attributable to the Supplier's failure to meet such dates. Syngenta's rights and remedies under these GTCs are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
7. **OFFSET:** Syngenta and its affiliated companies (owned or controlled directly or indirectly by Syngenta Group Co. Ltd.) have the right to set-off any amount payable to the Supplier under any contract between the Supplier and Syngenta or its affiliates. The Supplier shall not be entitled to set off its claims against Syngenta.
8. **ASSIGNMENT AND SUBCONTRACTING:** Syngenta shall have the right to assign and transfer any of its rights or obligations, in whole or in part, to any Syngenta affiliate without the prior consent of the Supplier. The Supplier shall have no right to assign, sub-contractor transfer any of its rights or obligations, wholly or partially to a third party without the prior consent of Syngenta. If Syngenta consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
9. **FORCE MAJEURE:** Neither party shall be liable for failing to perform its obligations on time herein if such delay or failure arises from events beyond its control and which could not be

reasonably foreseen upon the acceptance of the PO such as fire, war, general mobilization or unforeseen military mobilizations to a similar extent, requisition, seizure, currency restrictions, insurrection and civil commotion, pandemics, epidemics, acts of God, flood, drought, earthquake or other natural disaster, as well as lawful decisions by local, regional, national or supranational governing bodies ("**Force Majeure**"), and the time for performance of the relevant obligations shall be extended accordingly. The affected party shall promptly notify the other in writing and shall use all reasonable endeavours to minimise the effect of the Force Majeure on the performance of its obligations. Upon cessation of the Force Majeure, the affected party shall promptly resume its contractual obligations unless waived in writing by the other party. If the Supplier is relieved from its obligations as a result of this clause, Syngenta's payment obligations shall also be suspended. The non-affected party may, in any case, cancel any Contract with immediate effect without liability if the delivery is delayed by Force Majeure.

In any case, Syngenta may cancel any PO immediately by notice in writing to Supplier if delivery of products or supply of services is delayed by reason of Force Majeure for over sixty (60) days.

10. **INTELLECTUAL PROPERTY RIGHTS:**

If the Contract involves the provision of services, in consideration of the price paid by Syngenta, the Supplier hereby assigns all existing and future intellectual property rights created by the Supplier in the performance of the services and creation of any output or deliverables to Syngenta on creation. Insofar as they do not vest automatically by operation of law, the Supplier shall hold legal title in those rights on trust for Syngenta.

If the Contract involves the supply of goods, in consideration of the price paid by Syngenta:

- (a) in relation to bespoke goods created using Syngenta or their affiliates' intellectual property or confidential information ("**Bespoke Goods**") the Supplier hereby assigns to Syngenta all existing and future intellectual property rights created by the Supplier in the supply of the Bespoke Goods and which may be used by Syngenta when using the Bespoke Goods for its business purposes including (where relevant) within Syngenta's production process. Insofar as they do not vest automatically by operation of law, the Supplier shall hold legal title in those rights on trust for Syngenta; and
- (b) in relation to goods which do not incorporate Syngenta intellectual property or confidential information ("**Other Goods**"), the Supplier and its licensors shall retain ownership of all intellectual property rights within the Other Goods, and shall grant or shall procure the grant to Syngenta of a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use any intellectual property rights contained within the Other Goods for the purpose of using the goods for its business purposes, including (where relevant) within Syngenta's production process.

The Supplier agrees to document all intellectual property rights in order to establish their time of creation and whether or not Syngenta's confidential information was used to create such intellectual property right. Any dispute regarding the source of an intellectual property right shall be decided by an expert determination. Such decision shall be binding and final.

In relation to both goods and services, the Supplier warrants to Syngenta that the Supplier shall not, without the prior approval of Syngenta, use or incorporate into any goods, services and/or deliverables any pre-existing works or materials, in which the intellectual property rights belong to a third party or the Supplier ("**Pre-existing IPR**"). For the

purposes of this clause, "pre-existing" means created prior to the date of signature of this Contract, and other than for the purposes of this Contract.

Unless agreed otherwise between the parties, where Syngenta approves the use of any Pre-existing IPR, the Supplier will, at its own cost, obtain for Syngenta a non-exclusive, irrevocable, worldwide, royalty free licence to use, modify, distribute, adapt and exploit such intellectual property rights for the purposes of using the goods and/or services. Where alternative licence terms are approved by Syngenta ("**Alternative Terms**"), the Supplier warrants and undertakes that:

- (a) the Pre-existing IPR is licensed on the Alternative Terms; and
- (b) the use of the Pre-existing IPR complies with the applicable Alternative Terms.

10.5 The Supplier will indemnify Syngenta and keep it indemnified at all times against all losses, costs, claims, damages or expenses of any nature (including legal costs) arising from or relating to any claim arising from a breach or alleged breach by the Supplier of clause 10.3 or 10.4. Syngenta may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

11. **INDEMNITY AGAINST THIRD PARTIES' CLAIMS:** The Supplier shall indemnify Syngenta upon first request against any direct or indirect claims of third parties arising from any infringement or alleged infringement of the Supplier, in particular (but without limitation) the infringement or alleged infringement of intellectual property rights or ABS Laws (as defined in clause 16), and shall bear all costs incurred by Syngenta in connection with the infringement or alleged infringement of any such right. The Supplier undertakes to defend Syngenta against such claims, including the provision of all necessary information, and to bear all costs incurred in this connection (in particular court costs and attorney's fees), including possible damages resulting from such claims. Without the prior consent of Syngenta, the Supplier shall not enter into any agreements with third parties or authorities to the disadvantage of Syngenta.

12. **LIABILITY:** The Supplier shall, irrespective of the degree of negligence or fault, shall compensate Syngenta for the entire cost and damage, whether direct, indirect, consequential or purely financial, as a result of its breach of obligations, in particular in case of defective delivery and performance, default, delay, non-delivery or breach of ancillary obligations or for other reasons attributable to the Supplier. Syngenta, for its part, excludes all contractual and non-contractual liability to the extent permitted by law, in particular liability for indirect and consequential damages, lost profits and Force Majeure.

13. **INSURANCE:** During the term of the Contract and for a period of two (2) years afterwards, the Supplier shall maintain in force with a reputable insurance company: (a) professional indemnity insurance (in respect of any professional services provided); (b) product liability insurance (in respect of any goods supplied); and (c) public liability insurance (for any goods and/or services supplied), to cover the liabilities that may arise under or in connection with the supply of goods and/or services in connection with the Contract. The Supplier shall provide Syngenta with copies of all relevant insurance certificates on request. Supplier shall support Syngenta in case of any product recall.

14. **DATA PROTECTION:**
The following definitions apply in this clause 15:
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

UK GDPR: has the meaning given to it in section 3(10) of the Data Protection Act 2018.

The parties agree that the provisions of this clause 15 will apply unless it is specifically agreed otherwise between parties in the Contract or otherwise in writing. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. The parties agree to comply with the Data Protection Legislation. The parties shall process personal data only to the extent relevant and necessary in relation to the Contract and obligations under applicable law. Each party shall implement technical and organizational measures to adequately protect and safeguard personal data which are appropriate to the risk involved in the respective processing of personal data. At Syngenta's request and without undue delay, the Supplier shall provide the support necessary for Syngenta to comply with its obligations under applicable data protection law, in particular: (a) to respond lawfully to any data subject request exercising the data subject's rights under applicable data protection law, and (b) to comply with any enquiry or other measure by a supervisory authority.

If the Contract requires the Supplier to carry out data processing activities as a data processor for Syngenta as the data controller, then the Supplier shall:

- (a) process that Personal Data only on the documented written instructions of Syngenta unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing, the Supplier shall promptly notify Syngenta of this before performing the processing unless the Domestic Law prohibits the Supplier from so notifying Syngenta;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, or accidental loss or destruction of, or damage to Personal Data;
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside the UK unless the prior written consent of Syngenta has been obtained and the following conditions are fulfilled:
 - i. Syngenta or the Supplier has provided appropriate safeguards in relation to the transfer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. the Supplier complies with reasonable instructions notified to it in advance by Syngenta with respect to the processing of the Personal Data;
- (e) assist Syngenta, at Syngenta's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation including consultations with supervisory authorities or regulators;
- (f) notify Syngenta without undue delay (an in any event within 48 hours) on becoming aware of a Personal Data Breach;
- (g) at the written direction of Syngenta, delete or return Personal Data and copies thereof to Syngenta on termination of the Contract unless required by Domestic

Law to store the Personal Data; and (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 14.

Syngenta does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.

15. **CONFIDENTIALITY:** Except for disclosure to sub-contractors, and affiliated companies on a need-to-know basis to obtain and provide products or services or, where required, to any court or governmental authority, Supplier shall not, during the term of the Contract and thereafter, disclose or provide to any third party any: (a) technical, or commercial information, pertaining to Syngenta or any of its affiliated companies; or (b) in the case of physical samples of materials provided by Syngenta to Supplier, the materials, derivatives of such materials resulting from performance of the Contract and information derived from or relating to such materials and any derivatives thereof (“**Confidential Information**”) and shall not use such Confidential Information other than for the supply of goods and/or services under the Contract. Unless otherwise agreed, the confidentiality provisions shall subsist during the term of the Contract and for a period of five (5) years from the date of termination or expiry of the Contract.
16. **GENETIC RESOURCES: “ABS Laws”** means the Convention on Biological Diversity (“**CBD**”), the Nagoya Protocol and associated national legislation. “**Genetic Resources**” has the meaning defined in the CBD. If Supplier’s performance of the Contract requires supply or use of Genetic Resources, the Supplier shall, as soon as possible (and in any event, before commencement of the relevant supply or service), inform Syngenta in writing of the country of origin and date of first access from nature of such Genetic Resources. The Supplier warrants that such Genetic Resources (i) have been accessed in full compliance with applicable ABS Laws; and (ii) are supplied free from ABS Laws obligations which would impact their use by Syngenta.
17. **COMPLIANCE OF SUPPLIER:** The Supplier guarantees to hold all required licenses, permits, and to comply with all applicable national (including federal, state/provincial, and local) and international laws, conventions, and regulations. The Supplier shall adhere to the Syngenta Supplier Code of Conduct which is accessible at www.compliance.syngenta.com. The Supplier shall comply with all applicable laws, regulations, policies, codes and sanctions and in particular (but without limitation) those relating to anti-bribery and anti-corruption including the Bribery Act 2010.
- A Supplier’s failure to comply with the requirements of this clause 17 shall be deemed to be a material breach under clause 20 (Termination).
18. **AUDITS:** The Supplier shall maintain detailed records to substantiate compliance with the Contract and to enable Syngenta to fulfil its legal obligations in areas such as accounting, customs, and taxation. Syngenta, or its authorised third-party auditors, may conduct audits at the Supplier’s facilities with two (2) working days’ prior notice, during regular business hours. Audits will assess the Supplier’s compliance with the Contract, including, but not limited to, production, storage, packaging, and health, safety, and environmental (HSE) practices. The Supplier is required to grant access to the relevant premises, documentation, and records, and to provide reasonable assistance to facilitate a comprehensive compliance review. The Supplier shall bear the costs of the audit costs if significant non-compliance is identified. This clause does not limit Syngenta’s other rights and remedies under the Contract or applicable law.
19. **FORECASTS:** Syngenta may provide Supplier with non-binding periodical purchase forecasts. Such forecasts shall not in any way be considered as a binding purchase commitment from Syngenta or be deemed to be a PO, and no compensation whatsoever shall be paid to Supplier for any deviation to the forecasted volumes.
20. **TERMINATION:** Either party may terminate the Contract with immediate effect, and may cancel any Contract without liability if the other party: a) becomes or is deemed to be insolvent; b) makes an assignment for the benefit of the creditors; c) becomes subject to direct control of a trustee, receiver or similar authority; d) is subject to any liquidation, bankruptcy, receivership or trustee proceedings; e) suspends or terminates its business activities; f) commits a material or repeated breach of the Contract; g) commits a breach of any term of the Contract which, as determined by the non-defaulting party, is not remedied (if remediable) within fifteen (15) calendar days after receipt of notice thereof. In addition, Syngenta may terminate the Contract with immediate effect and may cancel any Contract without liability if: a) the Supplier experiences changes in ultimate control, major asset sales relevant for the manufacture of the product, takeovers, mergers, organizational or legal form changes, or parent company’s being taken over by or merging (provided in such case that the third party merging with or taking over Supplier is acquiring the major part of Supplier’s business). In any of such events, Supplier shall promptly inform Syngenta about the occurrence of such events.
- Syngenta may terminate the Contract for convenience by any time by giving seven (7) days written notice, in which case Syngenta shall be liable for payment of charges due to Supplier for goods and/or services satisfactorily completed or delivered up until the date of termination.
- Expiration or termination of the Contract shall not relieve the parties respectively of outstanding obligations or liabilities under the Contract or any PO unless specifically canceled by the terminating party.
21. **STATUS.** The relationship of the supplier to Syngenta will be that of independent contractor and nothing in the Contract shall render them an employee, worker, agent or partner of Syngenta and the Supplier shall not hold themselves out as such. The Contract constitutes a contract for the provision of goods and/ or services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify Syngenta or any affiliated company for and in respect of:
- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the services, where the recovery is not prohibited by law. The Supplier shall further indemnify Syngenta against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Syngenta in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Syngenta’s negligence or wilful default; and
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier against Syngenta arising out of or in connection with the provision of the goods and/or services, except where such claim is as a result of any act or omission of Syngenta.
- Syngenta may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

Off Payroll-Working Legislation. If the Contract includes the provision of services by the Supplier, then the Supplier shall comply with Exhibit A.

22. **NOTICES:** Any notice under the Contract shall be made in writing and sent by either: (a) courier; or (b) registered prepaid mail to the other party's address as stated in the PO. To be effective, notices to Syngenta shall be to the registered office address. Notices are deemed received: (a) in the case of couriers, on delivery; and (b) in the case of registered prepaid mail, five (5) business days from the date after dispatch.
23. **NON-WAIVER:** Failure to enforce a provision shall not waive the right to enforce it later or waive any other rights, powers, or privilege.
24. **SEVERANCE:** Should one or more parts of these GTC or the Contract prove to be invalid, illegal or unenforceable, it shall be deemed deleted but the remaining provisions shall remain unaffected and enforceable. If any provision of these GTC is
- deemed deleted, the parties shall negotiate in good faith to agree a replacement to the greatest extent possible, achieves the parties' original intent.
25. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
26. **THIRD PARTY RIGHTS.** Unless it expressly states otherwise, this Contract do not give rise to any rights for any third party to enforce or otherwise invoke any term of these GTCs.
27. **GOVERNING LAW AND JURISDICTION:** The Contract shall be governed and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to resolve any dispute arising under this letter (including any dispute as to its existence, validity or termination).

Exhibit A: Compliance with Off-Payroll Working Legislation

1. Definitions:

“**ITEPA**”: the Income Tax (Earnings and Pensions) Act 2003 (as amended)

“**Off-payroll Working Legislation**”: Chapter 10 of ITEPA or any new relevant legislation

“**PSC**”: an intermediary as described in section 61M(1)(c) of ITEPA

“**Status Determination**”: any status determination process under the Off-payroll Working Legislation

“**Status Determination Statement**”: a status determination statement as required by the Off-payroll Working Legislation

“**PSC Resource**”: an individual, including any substitute, providing services through a PSC to Syngenta

2. Off-Payroll Working Legislation:

- a. The Supplier will be providing a fully contracted out service and the parties consider that the Off-payroll Working Legislation does not apply to the Contract. However, if Syngenta determines that the Off-Payroll Working Legislation does apply to the Contract, Syngenta shall notify the Supplier accordingly and the obligations set out in paragraphs 8, 9 and 10 of this Exhibit A will apply.

CHANGE TO THE CONTRACTED OUT SERVICE

- b. The Supplier shall notify Syngenta as soon as possible in the event that there is a change to the way in which any services are provided which, in the Supplier's reasonable opinion, means that any services will not (or may not) be fully contracted out and therefore the Off-payroll Working Legislation will or may apply to the Contract. The parties will enter into good faith discussions in order to decide how to proceed.
- c. Every year during the term of the Agreement, the Supplier shall carefully consider the position with regard to the way the services are provided and, on each anniversary of the date of the Agreement, notify Syngenta whether or not the Supplier reasonably considers that the services (or any element thereof) are fully contracted out. If there have been changes to the way the services are provided which may, in the Supplier's reasonable opinion, result in the Off-payroll Working Legislation applying to the Contract, the Supplier shall provide details and comply with paragraphs 10 and 4 of this Exhibit A (without limiting any other obligations under this Exhibit A).

3. The Supplier's obligations:

The parties agree that the Supplier will have responsibility for the performance and method for delivering the services including the management of all personnel who will provide the services.

4. Engagement with PSCs:

The Supplier shall not directly or indirectly provide Syngenta with the services of a PSC Resource without the prior written consent of Syngenta.

The Supplier shall not, under any circumstances, engage with any PSC that is not registered as a company in the United Kingdom in respect of the services provided by the Supplier under the Contract.

5. Sub-Suppliers:

- a. Where the Supplier uses an approved sub-Supplier in accordance with the Agreement, the Supplier warrants that it shall not engage such sub-Supplier who is contracting through a PSC without the prior written approval of Syngenta.
- b. The Supplier shall ensure that any sub-Supplier shall be bound in writing by terms equivalent in all respects to those set out in the Contract. The Supplier shall provide evidence in writing of Syngenta's compliance with this paragraph 5 promptly on Syngenta's request.

6. Audit rights:

- a. The Supplier agrees that Syngenta shall have the right, from time to time and, for the avoidance of doubt, including during review meetings, to request that the Supplier provides details of the number of its personnel who provide any services to Syngenta and how they are engaged by the Supplier.
- b. The Supplier agrees that Syngenta shall have the right, from time to time, upon written notice to the Supplier, to conduct an investigation and audit of the Supplier to verify compliance with this Exhibit A. The Supplier agrees to cooperate fully with such investigation and audit, the scope, method, nature and duration of which shall be at the sole discretion of Syngenta.

7. Indemnities:

- a. The Supplier shall be responsible for deduction and payment of all tax, National Insurance contributions and other taxes and levies in respect of any PSC Resource and shall keep Syngenta and any successor indemnified against all liability to make such statutory payments that may be suffered or incurred by Syngenta.
- b. The Supplier shall indemnify Syngenta and any successor against all liability, assessment or claim (including Syngenta's reasonable legal fees incurred in defending any such assessment or claim) arising out of or in connection with any breach by the Supplier of any obligations under this Exhibit A.

8. Off-payroll working obligations:

Where Syngenta determines that the Off-payroll Working Legislation applies to the Contract, the Supplier will be subject to the following obligations:

- a. The Supplier warrants that it will cooperate with Syngenta throughout the determination process required under the Off-payroll Working Legislation (the “**Status Determination**”).
- b. The Supplier further warrants that it shall not provide Syngenta with the services on or following the implementation of the Off-payroll Working Legislation prior to a status determination statement as required by the Off-payroll Working Legislation (the “**Status Determination Statement**”) being issued to a PSC Resource in accordance with the process below.
- c. The Supplier agrees to promptly provide Syngenta with such information and documentation as it may reasonably require in order to carry out a Status Determination. The Supplier shall, and shall procure that the PSC Resource shall, promptly inform Syngenta of any material change to any information or documentation previously provided in compliance with this paragraph and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to carrying out a Status Determination.
- d. Upon receipt of the Status Determination Statement from Syngenta, the Supplier warrants that it will ensure that the PSC Resource is provided with the Status Determination Statement relating to them, together with Syngenta's reasons for making the Status Determination, within three working days and will confirm in writing to Syngenta that the PSC Worker has received the Status Determination Statement and reasons.
- e. Where Syngenta updates the Status Determination at such intervals as may reasonably be necessary, the Supplier will notify the PSC Resource of any

changes in accordance with its obligations under paragraph 8d.

- f. In accordance with paragraph 8c above, the Supplier agrees to provide Syngenta with the most recent contact details of the PSC Resource (and ensure any changes are communicated to Syngenta promptly) for the purpose of communicating the Status Determination.
- g. Syngenta may provide to the Supplier a Status Determination disagreement process in accordance with the Off-Payroll Working Legislation (the “**Disagreement Process**”). In that event, the Supplier undertakes to comply with the Disagreement Process and will procure that the PSC Resource shall comply with it.
- h. Where a representation made by or on behalf of a PSC Resource in respect of a Status Determination Statement has been given to the Supplier (whether orally or in writing), the Supplier shall immediately notify the person or role nominated by Syngenta of such representations and in any case within five working days from receipt.
- i. Where the Supplier disagrees with the Status Determination Statement, it must promptly provide Syngenta with its reasons (including, where applicable, any supporting evidence) in writing and in any case within three working days from receipt of the Status Determination Statement.
- j. The Supplier agrees to keep detailed records of all things done in connection with any Status Determination and shall, at Syngenta’s request, make such records available for inspection and/or provide copies thereof to Syngenta within three working days.
- k. The Supplier agrees to maintain the information and records obtained in accordance with paragraph 8j for

a period of at least seven years from the date on which such records are created.

9. Additional Supplier obligations:

The Supplier represents, warrants and undertakes that from the date that Syngenta informs it that the Agreement falls within the scope of the Off-Payroll Working Legislation, and during the continuation of the Agreement from that date, the Supplier:

- a. agrees that it will not directly or indirectly provide Syngenta with the services of a PSC Resource without the prior written consent of Syngenta;
- b. warrants that it is registered in the United Kingdom and is therefore subject to the relevant taxation legislation in the United Kingdom, and further warrants that it will remain so during the course of the Contract; and
- c. where the Supplier uses a sub-Supplier in accordance with the Contract, the Supplier warrants that it shall not engage such sub-Supplier who is contracting through a PSC without the prior written approval of Syngenta. Where approval is given, the Supplier warrants that it shall comply with its obligations under paragraph 9 of this Exhibit A (without limiting any other obligations) in relation to the sub-Supplier and or any PSC Resource supplied by such sub-Supplier.

10. Payment terms:

In the event that Syngenta determines that any services under the Contract fall within the scope of the Off-payroll Working Legislation, the Supplier will make any such deductions or withholdings in order to comply with any obligation on the Supplier to deduct and account for tax or National Insurance contributions from the Contract Price and/or any other service fee and/or cost paid in accordance with the Contract as required by law.