

General Terms And Conditions for the purchase of goods and services for Hungary

Version V.2 in force since December 05, 2023

Syngenta is committed doing business with the highest possible standards of ethics and integrity. By accepting this order, Supplier confirms having read the full version of Syngenta's Supplier Code of conduct". You can find the full version on the internet:

<https://www.syngenta.com/en/company/supplier-code-of-conduct>

1. Definitions

1.1. Under these Conditions:

- **"Buyer"** means Syngenta entity represented by a duly authorized representative;
- **"Conditions"** means the general terms and conditions of contract for Goods and Services set forth herein;
- **"Contract"** means the contractual instrument formed by each Order together with these Terms, as well as any conditions set forth in the Order and any Specification or other written agreement between the Parties;
- **"Delivery Address"** means the physical address set out in the Order for the delivery or performance of the Goods or Services;
- **"Goods"** means the goods (if any, including any instalment of any goods or any part of them) described in the Order;
- **"Order"** means Syngenta's purchase order, to which these Terms are attached. Any order that includes the delivery of Goods and/or performance of Services in several deliveries or phases will be considered as a single order;
- **"Price"** means the price of the Goods and/or Services supplied;
- **"Party"** means, depending on the context, the Supplier and/or Syngenta;
- **"Services"** means the services (if any) described in the Order;
- **"Specification"** means any plans, drawings, data or other information relating to the Goods and/or Services;
- **"Supplier"** means the person so described in the Order and, in general, the contractor who, acting in his professional field, undertakes to provide the Service and/or deliver the Goods.

2. Purpose and scope

- 2.1. The purpose of these Terms is to establish the terms that will govern the contracting of Goods and/or Services by Syngenta to the Supplier, being applicable to all requests, orders and contracts for the provision of Services or supply of Goods between both Parties.
- 2.2. These Terms shall apply to all Transactions between the Parties as of the date of publication of this document, regardless of whether they are expressly referred to. These Terms are also available for consultation at any time at the following link:
<https://www.syngenta.com/en/company/supplier-terms-and-conditions>

- 2.3. These Terms apply regardless of the existence of any other terms and conditions of the Provider, the application of which is excluded regardless of their partial or total compliance by Syngenta (even if such compliance occurs with knowledge of the Provider's terms), unless Syngenta has expressly agreed to their validity in writing.
- 2.4. Any exclusions and/or deviations from these Terms shall be expressly set forth in writing and signed by valid representatives of both Parties, with express reference to the exclusion of the application of these Terms by any other terms, including the Provider's terms, if any.

3. Quotes, Orders and Order Confirmation

- 3.1. For the procurement of Goods and/or Services, Syngenta will forward to the Supplier the request corresponding to the desired Transaction and/or the Specifications of Goods or Services. Such request shall not be binding on Syngenta until a valid offer has been received from the Supplier and accepted in writing by the issuance of the relevant Order as described in this clause.
- 3.2. Upon receipt of a request, the Supplier will prepare, free of charge, an offer associated with the Transaction communicated by Syngenta, such offer being binding on the Supplier in the event that Syngenta accepts it. The foregoing shall admit of an agreement to the contrary between the Parties, duly reflected in writing.
- 3.3. The content of the offer must correspond exactly to the content of the request submitted by Syngenta, so any deviation must be expressly indicated. Notwithstanding the foregoing, the Provider may separately transfer alternatives to the content of the request. Likewise, any advice, recommendations and/or indications of the Provider may be binding in case of doubt as to their application.
- 3.4. Syngenta's acceptance of the offer may be total or partial with respect to the content of the offer and will be made, where appropriate, in writing. Upon such acceptance, Syngenta will issue the relevant Order and, upon acceptance and signature by the Supplier, the Contract between the Parties will be concluded. Syngenta reserves the right, in case of doubt regarding the nature and scope of the Transactions, to make any clarifications that may be necessary in the Order, which shall be directly applicable unless the Supplier immediately and expressly objects in writing.
- 3.5. Once the Order has been issued, the Supplier will confirm its receipt and execution without undue delay. The Order shall be deemed unconditionally accepted by the Supplier unless the Supplier notifies Syngenta otherwise in writing within seven (7) days of receipt.
- 3.6. The Order constitutes Syngenta's formal willingness to purchase the Goods and/or Services from Supplier under these Terms. Syngenta reserves the right to

amend Orders after they are issued, in which case the Supplier must submit a new offer that takes into account the modifications made by Syngenta to your Order. The new tender must be related to the original and shall take into account the impact on the costs associated with it and the delivery dates, if any.

4. Price

- 4.1. The Price of the Goods and/or Services shall be as determined in the Order and, unless otherwise stated, shall include the cost of packing, packaging, shipping, carriage, insurance and the delivery or performance of the Goods and/or Services (as applicable) to the Delivery Address, as well as any taxes, charge or lien. The Prices set out in the Order shall be binding from the moment of acceptance.
- 4.2. Notwithstanding the foregoing, if at the time of placing the Order the Prices have not yet been set, they must be indicated at the time of acceptance of the Order and approved by Syngenta in writing prior to the delivery or execution of the contracted service.
- 4.3. The Supplier may not change the Price after the conclusion of the Contract and in particular after the acceptance of the Order. Price increase clauses or similar clauses shall not be accepted or considered valid unless expressly agreed by the Parties.

5. Payment & Billing

- 5.1. The Supplier shall invoice Syngenta at the time of actual receipt of the Goods and/or provision of Services, as applicable, or at a later time after the date of such actual receipt, but in any event no later than thirty (30) days from such date. Each invoice shall include the Order number or any other reference agreed between the Parties.
- 5.2. Invoices should be submitted via the Ariba Network, unless the Parties expressly agree to the use of any other means, which must be duly stated in the Order or in any other documents signed by the Parties. Details regarding email address for invoice submission are available in Syngenta Invoice Portal: <https://www.syngenta.com/company/supplier-centre/invoicing>
- 5.3. The Supplier shall be liable for any consequences arising from the failure to comply with the obligations set out in these Terms.
- 5.4. Syngenta reserves the right to request from the Supplier, in the event of incorrectly or incompletely issued invoices, any proof of payment of the amount of the incorrect invoice together with new correct invoices payable by the Supplier.
- 5.5. Unless otherwise stated in the Order, Syngenta will pay the invoice within (60) days from the date of actual receipt of the Goods and/or Services.
- 5.6. Upon payment in full of the price, the Goods or Services (as applicable) shall become the sole property of the Buyer.

6. Delivery of Goods and Execution of Services

- 6.1. The Goods will be delivered and/or the Services will be executed at the Delivery Address and on the date set out in the Order, within the opening hours of Syngenta's offices or, where applicable, the hours established by Syngenta for this purpose. Unless otherwise agreed, all deliveries and/or executions will be made in accordance with the contents of the DDP Incoterms ("**Incoterms 2020**") at the destination designated by Syngenta.
- 6.2. Unless otherwise agreed, the Supplier shall bear the accidental risk of loss or deterioration of the Goods until delivery of the Goods or acceptance of the performance of the work. This shall also apply if the Supplier ships the Goods or performs the Services at a location other than the stated Delivery Address. If a work execution has been agreed, the Supplier is obliged, at Syngenta's request, to insure the Goods against accidental loss and damage.
- 6.3. The date of delivery of the Goods and/or the provision of the Services may be indicated after the Order has been placed, in which case Syngenta will give the Supplier reasonable notice of the expected delivery date. If either Party breaches its obligations in this regard, the other Party shall be entitled to terminate this Agreement early and claim damages from the breaching Party.
- 6.4. In the event of delay in the delivery of the Goods and/or performance of the Services, the provisions of clause 8 of these Terms shall apply.
- 6.5. Each delivery of Goods must be accompanied by: (i) a delivery note clearly and conspicuously stating the Order number to which it relates, as well as (ii) any documents necessary for the purpose of delivery or deposit of the Goods, such as invoices and/or correspondence in general, all of which must also indicate the Order number.

Notwithstanding the foregoing, the delivery note must state precisely, depending on the nature of the Goods, the type of Goods in question, the quantity and weight of the delivery, the place where the delivery is made, the name of the customer or buyer (in this case, the relevant Syngenta Group entity) and the date of delivery of the Goods or performance of the Service.

The documentation accompanying the delivery must also include the user guides, instruction manuals, certifications, approvals and other documentation, in the agreed format and language. Supplier shall also provide Syngenta with all documents necessary for export, import and transit or transportation. Otherwise, Syngenta shall have the right to refuse or refuse to accept delivery.

- 6.6. Syngenta will have thirty (30) days after delivery of the Goods to inspect the Goods to determine whether there are obvious and visible defects. In this regard, Syngenta shall have the right to refuse delivered Goods that do not comply with the terms of the

Contract. In no event shall Syngenta be deemed to have accepted the Goods until the aforementioned thirty (30) days have elapsed since delivery. In any event, Syngenta's acceptance shall not relieve the Supplier of any obligations and/or liabilities in relation to the Goods delivered, nor shall it limit Syngenta's legal rights.

- 6.7. Unless otherwise expressly agreed, the Supplier shall refrain from making early or partial deliveries or executions, as well as over- or under-deliveries. Syngenta may refuse such deliveries and, in the case of the Goods, return them at Supplier's expense or store them at Supplier's expense and risk until the agreed date of delivery.
- 6.8. The quantity, quality and description of the Goods and/or Services shall be subject to these Terms and shall comply with (i) as specified in the Order, (ii) as set forth in any applicable Specification supplied by Syngenta to the Supplier or prepared by the Supplier and accepted by Syngenta in writing, and/or (iii) as approved by Syngenta by any written means after the Order has been placed.

7. Means, resources and equipment

- 7.1. The Supplier must have all the means and material and human resources for the correct performance of the Services and execution of the Order. However, in the event that Syngenta requires all or part of the Services to be performed using (i) Syngenta's computer resources (personal computers or any other computer device), (ii) technological assets owned by Syngenta and/or third parties contracted by it, (iii) specific equipment or tools owned by Syngenta, the Supplier will use these resources exclusively for the execution of the corresponding Order and its preservation in good condition shall be the sole responsibility of the Supplier, who shall observe due diligence and care.
- 7.2. Provider shall store such media in a professional manner and mark it in such a way that it is clearly recognizable as the property of Syngenta. They may not be transferred to third parties or used by the Provider and/or any third party (including any legal successor) for purposes other than those for which they were made available to the Supplier by Syngenta. Such means must be protected against misuse and kept secret from unauthorized persons.
- 7.3. Upon termination of the Contract, such media shall be immediately returned to Syngenta.
- 7.4. Any production equipment, including, but not limited to, tools or similar devices manufactured by Supplier and paid for by Syngenta shall be the exclusive property of Syngenta and shall be returned to Syngenta immediately upon request by Syngenta or upon termination of the Agreement. Modifications to such equipment may only be made with the prior, express and written approval of Syngenta, which reserves the right to periodically check the condition of such equipment and its functional capacity, among others.

- 7.5. The costs of replacing or repairing any of Syngenta's resources due to improper handling by the Supplier shall be borne by the latter. The costs of replacing or repairing any resources due to normal wear and tear resulting from their proper use shall be reported immediately and shall be borne as agreed by both Parties in the Order.
- 7.6. The Supplier shall be obliged to conserve production resources for at least 7 years after its last use. Destruction or return of such property may only be carried out with the written consent of Syngenta, and the Supplier shall be responsible for any costs and expenses arising from such destruction or return, if any.
- 7.7. If any competent authority orders the seizure of any means used in the framework of the Contract, the Supplier shall inform Syngenta immediately so that it may, if necessary, take any legal action it may take to protect its rights.

8. Liability for defects or damages

- 8.1. The Goods and Services provided by the Supplier shall in all cases be completely free of defects, charges and encumbrances, and shall not be subject to any third-party rights which may hinder, prohibit or in any way limit Syngenta's ability to dispose of them.
- 8.2. In the event that any Service or Goods is defective, such defect shall be deemed to affect the whole of the Service, even if the defects are only present in some of the parts of which it is composed, unless the Provider proves conclusively that such defects affect only a part of the Goods or Services.
- 8.3. In the event that Syngenta becomes aware of defects within three (3) months of receipt of the Goods or provision of Services, such defects shall be deemed to have already existed at the time of receipt and, therefore, the Supplier shall be obliged to make the correct restitution.
- 8.4. In the event that Syngenta detects a defect, it will notify the Supplier and the Supplier shall immediately remedy such defect(s) upon receipt of such request. If the Supplier fails to comply with this obligation, Syngenta may request that delivery be delayed or, failing that, that the defect be remedied, at its discretion. In the event of an imminent danger or a special urgency arises for any reason of relevance, Syngenta shall be entitled to take the necessary measures, by itself or through third parties, and the Supplier shall bear any costs and expenses incurred in this regard. Likewise, in this case, Syngenta shall have the right to withdraw from the affected Order, as well as from other deliveries of Goods and/or performance of Services in which it has no interest due to the Supplier's non-compliance. Alternatively, you may request a reduction in the Price.
- 8.5. All costs of remedying defects and all costs of installation and removal in relation to defective Goods or Services shall be borne by the Supplier.

- 8.6. Unless otherwise agreed in writing, claims for defects shall be time-barred two (2) years from the date of actual delivery of the Goods or the final performance of the Service or, in the case of the execution of the work, after the acceptance of the work (if acceptance has been agreed).

9. Liability for Delays in Compliance

- 9.1. The delivery or execution dates set out in the Orders are binding and must be complied with, constituting an essential obligation of the Contract for the Supplier.
- 9.2. The obligation of delivery or performance assumed by the Supplier shall not be deemed to have been fulfilled unless all the obligations assumed under this Agreement have previously been fulfilled. In the event that the Supplier does not comply with its obligations in a timely manner, or does not comply with the stipulated delivery or execution deadlines, it will be understood that it has been delayed and that, therefore, there is a delay in the fulfillment of its obligations. The Provider will also incur delay due to any circumstances that are established by law.
- 9.3. In the event of a delay in performance, the Supplier shall compensate Syngenta for any damage or loss to be incurred by Syngenta as a result of this delay, as well as for any indirect damages arising therefrom.
- 9.4. In the event that the Supplier is late in complying with any of its obligations set out in these Terms, Syngenta shall be entitled to impose on the Supplier a penalty of up to 0.5% of the value of the Order, for all those Transactions effectively affected by this delay, for each working day during which such delay is extended, up to a maximum of 5% of the total value of the Order. If, as a result of the delay, Syngenta is entitled to compensation for the damages caused, the contractual penalty for delay shall be compensated by such compensation.
- 9.5. Where the delay refers to a delay in the delivery of the Goods and/or the performance of Services, the following penalties shall apply:
- Delays of between one (1) and five (5) days: Supplier shall pay Syngenta the penalty stipulated in the Order in the event of delays. If no specific penalty is established in this regard, it will amount to 5% of the value of the Goods and/or Services established in the Order.
 - Delays of more than five (5) days (except where otherwise agreed with Syngenta) shall constitute a material breach of the Contract and Syngenta shall therefore have the right, at its discretion, to refuse the Goods and/or Services and the payment of their Price, as well as to apply the appropriate penalty. In the absence of provision in the Contract, such penalty will amount to 5% of the value of the Goods and/or Services established in the Order, in addition to the penalty that would have already been applicable for the initial delay of the first 5 days.

10. Guarantee

- 10.1. The Goods and Services provided by the Supplier shall be guaranteed for twelve (12) months from the date of delivery or performance, unless otherwise agreed by the Parties in relation to a particular Order.
- 10.2. In any event, these Terms shall not affect any warranties to which Syngenta may be entitled under any purchase contracts and/or works and materials contracts entered into with the Supplier or any other warranty resulting from these Terms.

11. Obligations of the Parties

- 11.1. The Parties undertake to correctly and completely comply with the obligations set forth in the Contract.
- 11.2. In particular, the Parties undertake to cooperate at all times for the proper execution of the Services and/or delivery of the Goods. In the absence of an express provision in the Contract, the Parties undertake to maintain fluid communication that ensures the highest level of cooperation. If Syngenta fails to act within the terms of cooperation established between the Parties, the Supplier shall immediately notify the Supplier in writing. If the Supplier fails to comply with this notification obligation, Syngenta will understand that its level of compliance with this duty of cooperation is adequate and therefore the Supplier will not be able to allege a breach by Syngenta in this area.
- 11.3. The fulfillment of the obligations assumed by Syngenta under the Contract shall in all cases require the correct and adequate performance of the obligations assumed by the Supplier on the basis of the Contract and any other obligations and duties assumed for the proper performance of the contracted Goods or Services.

12. Supplier's Obligations

- 12.1. All obligations set forth for the Supplier under these Terms are material and essential obligations of the Contract and shall be fully binding.
- 12.2. In addition to the obligations set forth in these Conditions, as well as those that may be specifically included in an Order and/or Specification, the Supplier shall be obliged to:
- a) Properly marking/identifying deliveries and, unless otherwise agreed, transport them packaged in such a way as to avoid damage during transport. Packaging materials shall only be used to the extent necessary to achieve this end. The Supplier will be responsible for the costs of returning the packaging used.
 - b) Comply with agreed delivery and/or execution deadlines. In this regard, for the purposes of the Contract, the agreed delivery and/or performance dates are binding on the Supplier. If a delay in delivery and/or execution occurs or becomes apparent, the Supplier shall immediately notify Syngenta in writing, stating the reasons.
 - c) For the content, type and scope of the deliveries and Services and in particular for the quality, dimensions

and quantities, as well as the packaging and means of transport, the Supplier shall in all cases comply - unless expressly agreed in writing otherwise - with the following: (i) the usual type and quality and the most recent state of science and technology; as well as (ii) ISO standards, or equivalent industry standards.

- d) Comply with all legal and public law provisions.
- e) Label the Goods and packaging in accordance with the agreement between the Parties. The Supplier shall in any case ensure that the labelling of the Packaged Goods is legible (including during transport and storage). The Supplier undertakes to ensure the traceability of the Goods delivered. If Syngenta detects a defect, the Supplier shall ensure by any means the traceability of the defective Goods or batches and, where appropriate, the correction of the existing defects and/or defects.
- f) Verify that the Goods bear the CE marking and are accompanied by an EC/EU declaration of conformity, in the event that this is required for the Goods contracted, in the territory of the European Union. Likewise, the Supplier undertakes to strictly comply with local legislation and European legislation regarding the marking and labelling of the Goods and their components, including the packaging and the means of transport of said Goods. The Supplier shall ensure, as far as possible, compliance with European Union regulations in these respects, and shall in any event support Syngenta in complying with any requirements established by the European Union.
- g) The Supplier undertakes to comply with applicable laws in relation to the Services or Goods to be supplied under the Contract, as well as any rules, laws, regulations or bodies of rules that may apply to the Contract.
- h) In addition, the Supplier commits to comply with Syngenta's Supplier Code of Conduct, available at the following link:
<https://www.syngenta.com/en/company/supplier-code-of-conduct>.
- i) The Supplier undertakes to comply with the relevant data protection regulations and to take all necessary technical and organisational measures to ensure the security of the data stored by it and to bind its employees and other third parties used for the provision of the Service accordingly.

13. Termination of the Contract

- 13.1. To the extent that the manufacture or supply of Non-Expendable Goods or the provision of Works Execution Services has been agreed, Syngenta shall be entitled to terminate the Contract at any time upon notice to the Supplier. In the event that Syngenta urges termination under these terms, the Supplier shall be entitled to claim payment of the agreed Price. Notwithstanding the foregoing, any expenses that the Supplier may bear as a result of the provision of the Service or the delivery of the Goods that are no longer applicable, will be subtracted from the Price, and Syngenta will not be obliged to pay them.

- 13.2. Syngenta may terminate the Agreement at any time, upon notice to the Supplier, in any of the following circumstances:

- a) Supplier's breach of material obligations under this Agreement, if, having previously required Supplier to perform the unfulfilled obligation(s), Supplier has failed to cure its breach within fifteen (15) days from the date of such request.
- b) Failure of the Supplier to meet deadlines or other delivery obligations that are not remediable or essential. In this case, Syngenta may withdraw from the Contract or the Order in question immediately, which may extend to other deliveries or services pending in other Orders entered into with the Supplier.
- c) If one of the Parties is subject to a voluntary process or imposed by law, of dissolution with or without liquidation, cessation or suspension of the business activity or radical modification thereof, if the seizure or judicial administration of the company is agreed, if a bankruptcy or suspension of payments process is initiated or admitted to process. Such resolution must be notified seven (7) days in advance.
- d) The lack of understanding or constant disagreement between the Parties in the development of the same.

- 13.3. Without prejudice to and as a consequence of the termination of the Contract, Syngenta retains the right to take any legal action to compensate or compensate for the damage caused by the Supplier's breach.

- 13.4. Upon termination of the Contract, the Supplier shall return to Syngenta all materials, information, documents and any other items owned by Syngenta that Syngenta has provided to Syngenta for the purpose of performing the Contract.

14. Removal of Goods

- 14.1. Notwithstanding the foregoing, Syngenta may use its own disposal channels for the removal and disposal of batteries, in accordance with EU regulations on this matter.
- 14.2. Syngenta may require the Supplier to remove the Goods for at least two (2) years from the date on which it is notified of the termination of the use of the Goods to be removed.
- 14.3. The Supplier shall be liable for any breach of this obligation and shall also be obliged to indemnify Syngenta for any damages arising from such breach.

15. Force majeure

- 15.1. Neither Party shall be liable to the other for delay in performance or failure to perform its obligations when this is due to force majeure. For these purposes, any event or circumstance beyond the reasonable control of a Party shall be considered a cause of force majeure, provided that such Party was not the cause of such situation. In particular, but not limited to, the

following shall be considered to be causes of force majeure:

- Natural disasters such as earthquakes, hurricanes, floods;
- Fires, accidents, chemical, biological or nuclear-related contamination;
- Wars or threats of war, terrorist attacks, civil war;
- Civil unrest;
- Labour disputes, including lockouts and strikes (provided that they are not caused by the Party seeking to rely on this clause, or companies in the same group);
- Commercial disputes;
- Laws, regulations, regulations, orders or any other measure of a similar nature adopted by a governmental or public authority, including foreign exchange, as well as those relating to imports or exports, embargoes.

In the event of a force majeure event, the affected Party shall notify the other Party without undue delay and the period for compliance, which shall be extended by as many days as the force majeure circumstance lasts, shall be resumed once the force majeure has been resolved.

- 15.2. Without prejudice to the provisions of the previous section, the Supplier may only allege force majeure in the delivery of Goods or execution of the Service if it is not responsible for the event and had taken the appropriate precautions, which did not take effect due to unforeseeable causes. In such a case, Syngenta may determine whether to continue the contractual relationship with the Supplier or to terminate it.

16. Indemnity

- 16.1. Regardless of the degree of liability, the Supplier shall be obliged to indemnify Syngenta for all damages arising directly or indirectly as a result of its non-performance, in particular in the event of defective delivery and performance, delay, non-delivery or breach of ancillary obligations or for any other reasons attributable to the Supplier. In addition, the Supplier shall be liable for all damages arising from defects in the delivery/performance of the Goods/Services or for any economic losses incurred by Syngenta in this regard.
- 16.2. This Agreement does not in any way recognize the possibility of limitation of liability of the Supplier.
- 16.3. The Supplier shall indemnify, restate and indemnify, to the extent that the Supplier is responsible, at least in part, for any third-party claims and in particular with respect to claims directed at Syngenta for defects in the Goods or Services to the extent that the cause is within its scope of control and organization. Within the framework of this liability, the Supplier shall also be obliged to reimburse Syngenta for the expenses incurred by Syngenta, if any, and in particular for the eventual exercise by Syngenta of any recall action that may be necessary in view of defects associated with the Goods or Services. In this sense, a withdrawal action shall mean any action by Syngenta or a

company involved in the provision of the Goods or Services aimed at removing the Goods or Services in question from the market, as well as any action or claim for withdrawal issued by an authority authorized for that purpose.

- 16.4. The Supplier shall take out comprehensive liability insurance covering liability for the Goods and Services, as well as, broadly, the fulfilment of its contractual obligations. The limit of such insurance must be at least equal to the value of the Contract. Supplier shall contract with an insurer of recognized repute and reasonably satisfactory to Syngenta for the purposes of this section. The Supplier shall provide Syngenta, upon request, with certificates attesting to the coverage, validity and validity of the insurance contracted.

17. Right of inspection

- 17.1. Syngenta reserves the right to inspect and examine the Goods during their manufacture, processing or storage at the premises of the Supplier or any third party prior to delivery, and the Supplier may not object to this. In addition, Supplier shall provide Syngenta with all facilities reasonably required to conduct such inspection or examination.
- 17.2. If, as a result of the inspection, Syngenta is not satisfied that the Goods will comply with the Contract in all respects and Syngenta informs the Supplier thereof within fourteen (14) days of the inspection, the Supplier shall take such steps as may be necessary to ensure compliance. Failure by the Supplier to comply with this shall entitle Syngenta to terminate the Agreement.

18. Intellectual and industrial property rights

- 18.1. Each of the Parties acknowledges the ownership of the other or any other third parties in respect of all its intellectual and industrial property rights and/or similar rights in raw working documents, matrices, models, templates, drawings and other documents, as well as tangible and intangible information, in particular in electronic form, as well as all data, experience, know-how, information, own image, editable files, processes, procedures, tools, software, source code, images, drawings, illustrations, creatives, texts and any other elements, creations, materials, tools and methodologies (as well as any modification or improvement thereof), developed prior to or independently of this document, and nothing established herein shall imply the granting to the other Party of any rights or licenses with respect thereto, unless there is a prior and express agreement in writing and signed by both Parties.
- 18.2. It is well understood between the Parties that no assignment or transfer of intellectual, industrial or similar property rights of each party shall be made unless otherwise agreed.
- 18.3. Notwithstanding the foregoing, if the Supplier carries out any design or development work for Syngenta, all intellectual and industrial property rights and/or

analogues, including but not limited to trademarks, copyrights, patents and design rights, shall automatically belong to and be vested in Syngenta; To this end, the Supplier shall, at the request and at the expense of Syngenta, execute all assignment documents required by Syngenta.

- 18.4. Any "**Results**", meaning all results and works created by the Supplier as a result of the performance of its obligations under this Agreement, shall be assigned to Syngenta exclusively and without limitation. The Results will include, but are not limited to, elements and materials such as developments protected by intellectual property rights (including source code and object code), databases, know-how, documentation, sketches, presentations, images, graphics, texts, among others, as well as all the parts or modules that make them up and any elements generated in their different phases of development. including any descriptions, documents, and drafts.
- 18.5. This transfer will take place from the moment of its creation, without restrictions of space, time and content, exclusively and irrevocably for all types of exploitation. In addition, Supplier shall grant Syngenta an exclusive and unlimited right of ownership in such Results in which such right may be established and transferred. In particular, Syngenta shall have the right, without limitation, to reproduce, edit, transform, modify and supplement the Results, as well as to create derivative works thereof, to distribute them in unmodified and modified form, to publicly reproduce them by wire and wireless means, to make them available to the public, to grant licenses and sublicenses and to transfer all rights of use granted in the scope of the business, both for consideration and free of charge.
- 18.6. The Supplier shall not receive any remuneration other than that expressly set forth in this Agreement by reason of this assignment.

19. Confidentiality

- 19.1. Each Party (hereinafter referred to as the "Receiving Party") shall maintain in strict secrecy and undertake not to disclose, copy, reproduce or otherwise make use of confidential information, know-how, techniques, fees, marketing reports and data, marketing research information, business strategies, marketing and advertising, sales reports, results of investigations, negotiations and other data pertaining to the other Party's products or business (hereinafter, "Issuing Party"), any data that they have obtained in the past or may obtain in the future under this Agreement and, in particular, the information and data of the other Party, its management and operation, methods, procedures, technical, commercial or financial information and any other information to the that you access both before and during the execution of this Agreement, to which you have access orally, in writing or in any medium of the other Party and which may only be used for the purpose of this Agreement (hereinafter, "**Confidential Information**").
- 19.2. This obligation of confidentiality shall remain in effect for the duration of this Agreement and shall survive indefinitely upon termination or expiration of the Agreement for any reason.
- 19.3. Unless expressly authorized in writing by the Sending Party, the Receiving Party shall:
- limit access to any Confidential Information received strictly to those employees of the Receiving Party who have a need to have knowledge of it for the purposes of the proper performance of the Agreement;
 - warn those of your employees who have access to the Confidential Information of the confidential nature of the Confidential Information and of your obligations under this Agreement;
 - take appropriate steps to ensure that those of its employees who have access to Confidential Information comply with their obligations under this Agreement;
 - jointly and severally liable for any breach of the obligations of this Agreement by its employees;
 - protect the Confidential Information received by employing a maximum degree of care, which in no event shall be less than the standard of care employed by the Receiving Party to protect its own confidential information or material;
 - not to disclose the Confidential Information to any third party;
 - use the Confidential Information received only for the proper performance of the Services or supply of the Goods and the respective obligations of the Parties under the Contract.
- 19.4. Restrictions on the use, reproduction, transformation or access to Confidential Information shall not apply in cases where such information:
- was out of the public domain prior to the date of this Agreement or became publicly accessible in print or in publications of general circulation, without any breach by the Receiving Party;
 - must be compulsorily provided by virtue of a legal provision or by a resolution validly issued by any administratively competent authority, court or tribunal, legally empowered to compel such availability, only with respect to the information to be provided, provided that the Receiving Party of the Confidential Information so requires to immediately notify the Issuing Party of such Confidential Information upon receipt of such request, in order to enable the Issuing Party to assess whether there is a possibility of circumvention thereof or to provide any support reasonably requested by the Receiving Party.
- 19.5. Each Party declares itself jointly and severally liable to the other for any breach committed by its current shareholders or partners, directors or managers, employees or by persons for whom it is civilly liable.
- 19.6. Upon request, but no later than after the completion of the Order or the termination of the Contract, all Confidential Information shall be returned to the Issuing Party or, as the case may be, destroyed,

subject to consultation with the Issuing Party, which, among others, shall indicate the means of destruction of such Confidential Information and may request proof and certificate of the actual destruction thereof.

For any litigious matter arising from this commercial relationship, the competent jurisdiction will be that of the Central District Court of Buda with the Parties expressly and voluntarily waiving any other jurisdiction that may correspond to them.

20. Protection of personal data

20.1. The personal data of the signatories of the Contract by the Supplier, as well as others belonging to representatives or employees of the Supplier and exchanged with Syngenta during the execution of the Contract, will be processed by the latter in order to allow the development, compliance and control of the established obligations, the basis of this processing being the fulfilment of the contractual relationship and the data being kept for as long as it subsists and, even afterwards, in a blocked manner until the statute of limitations expires for any liabilities arising from it.

20.2. The Provider undertakes to inform the owners of the data provided of their right to exercise their rights of access, rectification, deletion, limitation of processing, portability and opposition at the following address: dataprivacy.hu@syngenta.com

Likewise, interested parties will have the right to file a complaint with the Data Protection Agency, when they understand that any of their rights have been violated or their data has been processed illegitimately.

20.3. In the event that, within the framework of the provision of the Services, the Provider has access to personal data under the responsibility of Syngenta, and the Provider is considered to be the Data Processor, the Parties will enter into the corresponding contract for access to personal data in accordance with the applicable regulations in this area.

21. Jurisdiction and Applicable Law

21.1. These Conditions, the Orders executed under them, as well as any Specification, will be interpreted and fulfilled in their own terms, and in matters not foreseen, as well as in any conflicts that may arise in their interpretation, application or execution, they will be governed by the **Hungarian** legislation in force at any given time, and the obligations and responsibilities of the Parties will be adjusted to it. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

22. Miscellany

22.1. The Agreement consisting of these Terms and any Order or Specification executed between the Parties supersedes all prior agreements, covenants, oral or written, entered into between the Parties with respect to the subject matter hereof and constitutes the entire Agreement governing the relationship between the Parties in relation to such subject matter.

22.2. The headings of the various provisions are for informational purposes only and shall not affect, qualify or extend the interpretation of these Terms.

22.3. The invalidity of any provision of these Terms shall not affect the validity of any other provisions. The invalid or void provision shall be replaced by a legally valid provision that comes as close as possible to the purpose of this document. In the event of a lacuna in these Conditions, it shall apply in the same way.

22.4. Syngenta's failure to exercise or enforce any right or provision contained in the Agreement shall not constitute a waiver thereof, unless expressly acknowledged in writing by Syngenta.

22.5. In the event that these Terms are displayed in multiple languages, the english version shall prevail.

22.6. Supplier may not assign any of its obligations and/or rights under this Agreement to any third party without the express prior written consent of Syngenta.

22.7. The Agreement is not exclusive to either Party.

22.8. Syngenta may unilaterally modify these Terms at any time. Orders in progress at the time of publication of the new amended Terms will not be affected by the change, remaining under the Terms accepted at the time of execution of the Contract. However, any new Orders that may be executed between the Parties from the date of their entry into force will be governed by such new Terms.