

**GENERAL TERMS AND CONDITIONS  
FOR CHEMICALS AND PACKAGING**

**(Effective as of August 28, 2015)**

These general terms and conditions for chemicals and packaging ("GTC") apply to **the named Syngenta entity in the Order which references this GTC** or its Affiliates as set forth in the Order on one side ("Syngenta") and Supplier and their respective Affiliates as indicated in the Order on the other side. The Order includes these GTC by reference.

**1. Definitions and Interpretation**

"Affiliate(s)" shall mean, with respect to a Party to this Agreement, another legal entity controlling, controlled by or under ultimate common control with such Party. Control shall mean, in this context, that the controlling entity has the power, directly or indirectly by means of voting power, contract or otherwise, to govern the operating and financial policies of the controlled entity;

"Agreement" shall mean these GTC including any and all exhibits and the Order which form an integral part of this Agreement.

"Confidential Information" shall have the meaning assigned to it in Section 8;

"Delivery Date" shall have the meaning assigned to it in Section 6.6;

"Intellectual Property Rights" shall mean all intellectual property rights, including patents, utility models, trade and service marks, trade or business names, domain names, rights in designs, copyrights, moral rights, topography rights, database rights, trade secrets and rights of confidence, know-how, in all cases whether or not registered or registrable in any country, for the full term of such rights including any extension to or renewal of the terms of such rights, rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"Party" and "Parties" shall mean Syngenta and/or Supplier;

"Products" shall mean such products as described in the relevant Order, but in any case all materials and products resulting from or in relation to the products and/or Services to be provided or developed under this Agreement, in particular chemicals or packaging, or otherwise provided by Supplier under this Agreement;

"Pre-Existing Material" shall have the meaning assigned to it in Section 5.5;

"Raw Material" shall mean raw materials which are required for the manufacture of the Product;

"Results" shall have the meaning assigned to it in Section 5.2;

"Service(s)" shall mean any of the services as described in the relevant Order;

"PO/Order" shall mean the document that includes the description of the services and or products to be purchased;

"VAT" shall mean Value Added Tax, Goods and Services Tax or any other similar Sales Tax.

**2. Order of Precedence**

In the case of any discrepancies, the following order of precedence in descending order shall apply in the interpretation of this Agreement and any Order under it:

- The relevant Order
- These GTC
- Exhibits to the GTC

Conditions which differ from, or are additional to, this Agreement - in particular also the general terms and conditions of the Supplier or of Supplier Affiliate(s) or of any other contracting party - are applicable only to the extent that they have been explicitly agreed in writing by Syngenta.

Any electronically processed Order shall have the same force and effect as a duly signed Order.

Supplier has read and understands the Terms & Conditions of this Order and agrees that Supplier's written acceptance or commencement of any work or services under this Order shall constitute Supplier's acceptance of these terms and conditions only.

### 3. Provision of Products and/or Services

- 3.1. Supplier shall provide the Products and/or Services as described in the relevant Order and in line with the provisions of this Agreement and the Exhibits and as instructed by Syngenta. Where so agreed in the respective Order or applicable, the Acceptance Procedure as per Exhibit D shall apply to the Services and/or Products.
- 3.2. This Agreement does not grant to Supplier any exclusivity with respect to the provision of any Products and/or Services and Supplier agrees and acknowledges that Syngenta may, in its sole discretion, appoint third parties to provide Products or Services or similar Products and/or Services.
- 3.3. Supplier shall periodically inform Syngenta on ways to improve the Products and/or Services. Syngenta shall have the right to periodically audit and or benchmark the Products and/or Services of the Supplier as agreed in this Agreement and / or an Order.
- 3.4. Supplier shall not act on behalf of Syngenta or any of its Affiliates or in any way bind Syngenta or its Affiliates, nor do anything likely to cause Supplier to be taken by third parties as acting as an agent or on behalf of Syngenta or its Affiliates, except with the specific prior written authorization of Syngenta.

### 4. Remuneration

- 4.1. For the provision of all Products and/or Services in connection with the relevant Order, Syngenta shall pay to the Supplier the charges agreed in the relevant Order.
- 4.2. In addition to the agreed charges, Syngenta shall not reimburse Supplier for any expenses (e.g. for travel and accommodation) unless such expenses have been approved by Syngenta in advance and in writing.
- 4.3. Supplier shall be responsible for all taxes (except VAT), contributions, charges and other public dues levied upon Supplier in connection with the manufacture of the Products and/or performance of Services under the Order hereunder.
- 4.4. The charges under Section 4.1 and the expenses as per Section 4.2 shall be invoiced by Supplier at such dates as the Parties have agreed in the relevant Order. Any invoice for expenses as per Section 4.2 shall be invoiced at cost (net of VAT if such VAT is recoverable by the Supplier), accompanied by such receipts (or copies of receipts, if originals are required to remain with the Supplier due to local in-country accounting requirements) and further details as Syngenta may reasonably request. Where Supplier issues invoices electronically to Syngenta, the procedure set out in Schedule A5 shall apply.
- 4.5. All invoices shall be payable by Syngenta within 30 days of the date of receipt of the respective invoice, unless otherwise stipulated in the Order. In cases of dispute Syngenta will withhold the payment until the dispute is settled between the Parties.
- 4.6. All amounts mentioned in this Agreement are exclusive of any VAT, which if applicable, will be added on top of the charges and/or expenses stipulated in this Agreement and/or the relevant Order.

- 4.7. The provision of any Products and/or Services for any Order under this Agreement, where applicable, shall be DAP (as defined in Incoterms 2010) unless otherwise stipulated in the Order.

## 5. Ownership of Results

- 5.1. Except as expressly stated in the Order nothing contained in this Agreement shall be construed as Syngenta granting Supplier, either expressly or implied, any right or license in Intellectual Property rights belonging to Syngenta or its respective Affiliate.
- 5.2. Unless otherwise explicitly agreed in the Order, any and all studies, analyses, creative materials, reports, inventions, improvements, Intellectual Property Rights, documents, and any other work product generated by Supplier in connection with the provision of Services and/or Products under a particular Order or the Products itself, and all rights thereto (collectively, the "Results"), shall be the exclusive property of Syngenta. Upon request of Syngenta, Supplier shall transfer all such Results to Syngenta free of charge.
- 5.3. To the extent any mandatory legal rules under national or international legal order should provide that any Results made by Supplier belong to Supplier, its employees, agents, contractors or subcontractors, Supplier - unless otherwise explicitly agreed in the Order - undertakes to assign or have assigned and transfer ownership to all such Results exclusively to Syngenta, at no cost to Syngenta, and to execute or have executed such documents and do or have done such other acts as are required therefore.
- 5.4. To the extent an assignment of such Results should not be feasible, Supplier grants Syngenta - except where otherwise explicitly agreed in an Order - a royalty-free, perpetual, exclusive, transferable, sub-licensable, irrevocable and world-wide license to use, copy, modify, distribute, display, broadcast and create derivative works of such Results. Such derivative works will be owned by Syngenta. To the extent necessary for the usage of such derivative works, Supplier hereby grants to Syngenta a royalty-free, perpetual, exclusive, transferable, sub-licensable, irrevocable and world-wide license to use, copy, modify, distribute, display or broadcast such derivative works.
- 5.5. For the avoidance of doubt, the Parties understand that - unless otherwise explicitly agreed in the Order - all intellectual property of Supplier existing as of the date of this Agreement as well as all intellectual property of Supplier amended by Supplier during the term of this Agreement (e.g. methodologies developed or amended by Supplier), which does not constitute Results (collectively, the "Pre-Existing Material"), shall be and remain the sole property of Supplier. As to any Pre-Existing Material of the Supplier, the Supplier grants to Syngenta and Syngenta Affiliate(s) a royalty-free, perpetual, exclusive, transferable, sub-licensable, irrevocable and world-wide license to use, copy, modify, distribute, display, broadcast and create derivative works of such Pre-Existing Material, including the right to have third parties do any of the foregoing, to the extent required for Syngenta's use in the project, of the Results, Products and/or Services.
- 5.6. To the extent the Intellectual Property Rights do not belong to Syngenta, Supplier herewith grants to Syngenta and its Affiliates an unlimited, worldwide, royalty-free, perpetual, sub-licensable licence to use the Products to manufacture intermediate or end-products in the agrochemical field.

## 6. Warranty and Indemnity

- 6.1. The Supplier warrants and represents that the Products and/or Services will be provided with all due care, skill, judgment and diligence and in a professional manner and in accordance with good industry standards and practices at the time of entering into the respective Order as well as the Supplier's own standards and practices and any additional standards and practices as explicitly agreed in an Order.
- 6.2. Supplier represents and warrants that (i) it is aware of the chemical, physical, toxicological and biological characteristics of the Raw Materials used in the Product as well as of their hazardous potential, (ii) that it possesses the required expertise, facilities, and resources to manufacture the Product and to load, unload, store, label, ship and otherwise handle all Raw Materials

as well as the Product, and that it will manufacture the Product and handle all Raw Materials and the Product, in a manner which will not cause personal injury, disease, death or property damage or damage to the environment.

6.3. Supplier further represents and warrants that

- (i) it has obtained and will maintain in effect during 1 year after the delivery all necessary permits, licenses and other authorizations required by law, regulations, orders or any competent authorities etc. in respect of the manufacture, transport and storage of the Product (including licenses to use third parties' Intellectual Property Rights, to the extent applicable),
- (ii) it complies and will comply in all respects with the prevailing laws and regulations,
- (iii a) it complies and will comply in all respects with prevailing laws and regulations on safety, occupational hygiene and environmental protection, including but not limited to the relevant requirements of the Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") and Regulation (EC) No. 1272/2008 on classification, labelling and packaging of substances and mixtures ("CLP"). In relation to REACH, Supplier represents and warrants that the Product, the Raw Materials and the precursors required to manufacture the Product are registered in accordance with or exempted from registration under REACH. In addition, Supplier shall ensure that all obligations of a supplier under REACH (within the meaning of Article 3(32) of REACH) in connection with the delivery of the Product are fulfilled. This includes specifically the coverage of identified uses and applications as made known by Syngenta to the Supplier and immediate notification to Syngenta by the Supplier if any of the Product components includes a substance meeting the criteria set out in Articles 57 and 59 of REACH above 0.1% of weight. The Supplier shall provide Syngenta with a safety data sheet consistent with Article 31 of REACH. The Supplier shall also provide Syngenta with a REACH status statement ("REACH Compliance Declaration") for the Product if the REACH status, particularly in the case of polymers, cannot be explicitly derived from the safety data sheet.
- (iii b) it complies and will comply in all respects with the prevailing laws and regulations on safety, occupational hygiene and environmental protection in the People's Republic of China (PRC), including but not limited to the Measures on Environmental Administration of New Chemical Substances (Order No. 7) of the Ministry of Environmental Protection (MEP) and the Regulations on Safe Management of Hazardous Chemicals (Decree 591) of the state Council of China, in particular but not limited to the respective supporting legislation being inter alia the Measures for the Administration of Registration of Hazardous Chemicals (Order No. 53) from the State Administration of Work Safety (SAWS) and the Measures for Environmental Administration Registration of Hazardous Chemicals (Order no. 22) from MEP. The Supplier shall provide Syngenta with a safety data sheet consistent with Chinese national standards. The Supplier shall also provide Syngenta with a Regulatory Status Statement ("Regulatory Compliance Declaration") for the Product if the status under Order No. 7 or any other subsequent or relevant legislation within the PRC, particularly in the case of polymers, cannot be explicitly derived from the safety data sheet,
- (iv) that it shall provide all current and any new information on the Product immediately to Syngenta that is relevant for safety, occupational hygiene, environmental protection, and classification and labelling purposes, and
- (v) that it shall provide full compositional information on the Product to Syngenta in case this is requested by Syngenta for regulatory submission and compliance purposes.

6.4. Supplier further represents and warrants that all the Product fully complies with the specifications (of the Products and the packaging requirements), are free from cross contamination (i.e. does not contain chemicals not specified in the Specifications at a content which exceeds 1000ppm or which would otherwise prejudice the safety or the efficacy of the Product), the manufacture is state of the art and that all Raw Materials for the Products as well as the Product itself shall not come from a conflict zone or embargoed country nor represent a conflict mineral according to the Rule 13p-1 under the US Securities Exchange Act of 1934 adopted by the Securities and Exchange Commission or similar national legislation.

6.5. Supplier represents and warrants that Supplier and its third party contractors, employees, agents and representatives are fully compliant with all applicable laws and regulations of his

country of residence in connection with Supplier's performance under this Agreement as well as the laws and regulations of any other countries or jurisdictions relating to anti-bribery and anti-corruption that are applicable to the transactions contemplated herein (including, but not limited, to the United States Foreign Corrupt Practices Act ("FCPA") or the United Kingdom Bribery Act 2010) and will remain in compliance with all such laws for the Term of this Agreement. All reasonable and appropriate gifts and entertainment provided by Supplier shall be in line with all applicable laws and regulations and duly declared by Supplier to the authorities.

- 6.6. Supplier agrees to correct, free of charge, and in a reasonable timeline, as defined by Syngenta, any defects notified by Syngenta within 2 (two) years from (i) the date of acceptance of the respective Product and/or Service, or (ii) if the acceptance procedure was not applicable, from the date of the last provision/delivery of a respective Product and/or Service (in case that several Order's are required to provide/deliver a respective Product and/or Service, the last Order shall be relevant to determine the respective date) (such date as per (i) or (ii) hereinafter "Delivery Date"), any defects of the Product and/or in the provision of the Services respectively and which either become apparent to Supplier or which are notified to the Supplier by Syngenta or its respective Affiliate.
- 6.7. After the expiry of the warranty period, Supplier shall continue to be liable for hidden defects. Syngenta shall notify Supplier of any hidden defects promptly after they have been detected. The rights of Syngenta in respect of hidden defects shall become time-barred 5 (five) years after the Delivery Date.
- 6.8. If Supplier is unable to cure any such breach in accordance with Section 6.6, Syngenta shall have at its sole discretion the option, by giving Supplier written notice (including e-mail, fax etc), notwithstanding any other rights or remedies that may be available to Syngenta under the Order or otherwise, to apply one or more of the following remedies as appropriate:
  - a) require the Supplier, at Supplier's cost and expense, to continue to promptly remedy any defect or to re-perform or re-deliver the Products and/or Services giving rise to the breach in an additional deadline;
  - b) Syngenta to remedy any defect or perform any non-conforming Products and/or Services itself or to have them remedied by a third party and at Supplier's cost;
  - c) to request adequate reduction of the remuneration or refund of part of the payments made in consideration of the reduced value of the Products and/or Services due to their defectiveness or to the undue performance of the relating Products and/or Services to be provided under the respective Order.
  - d) In case of material or defects: rescind the respective Order, as a result of which Supplier shall be obliged to promptly reimburse all remuneration already paid by Syngenta;
- 6.9. Supplier warrants that the Results and the Products and/or Services rendered by Supplier are free of third party rights which might exclude or impact their use by Syngenta.
- 6.10. Supplier shall indemnify and hold harmless, including payment of all damages, costs, expenses (including reasonable court and attorney charges) and losses, howsoever arising incurred by Syngenta to the extent any third party alleges that any of the Products and/or Services infringes any of its Intellectual Property Rights (a "Claim"), provided that: (i) Supplier is given written notice of the Claim, (ii) Supplier is given all reasonable information and assistance from Syngenta, which Supplier may require to defend the Claim, (iii) Supplier is, to the extent permissible by law, given sole control of the defence of the Claim, and all negotiations for its settlement or compromise thereof; and (iv) the alleged infringement does not result exclusively from any non-permitted uses, alterations, modifications or enhancements carried out by Syngenta or on its behalf by a third party. If such Claim has occurred, or in Supplier's opinion is likely to occur, Syngenta agrees to permit Supplier, at Supplier's sole option and expense, either to procure for Syngenta the right to continue using the Services and/or Products or to replace or modify the same so that it becomes non-infringing without loss of functionality, or if none of the foregoing alternatives is reasonably available, refund to Syngenta any charges paid in respect of the respective Services and/or Products. For avoidance of doubt, the Parties acknowledge and agree this Supplier's potential liability is uncapped.

## **7. Liability**

- 7.1. In case of light negligence Supplier shall be liable for any direct damages under the respective Order arising out of the non-compliance with its representations and warranties and all other terms of this Agreement, except where and to the extent caused by Syngenta's gross negligence or willful misconduct. The liability for personal and property damages as well as violations of Supplier's duties regarding confidentiality and data privacy shall be unlimited.
- 7.2. In case of wilful misconduct or gross negligence Supplier is liable for all direct and indirect damages arising out of the non-compliance with its representations and warranties and all other terms of this Agreement, except where and to the extent caused by Syngenta's gross negligence or willful misconduct.

## **8. Confidentiality**

The Parties undertake to comply with their respective duties as set forth in Exhibit B hereto.

## **9. Data Protection**

The Parties undertake to comply with their respective duties as set forth in Exhibit C hereto.

## **10. Insurance**

Supplier shall be obliged to conclude, procure and maintain with duly licensed insurance companies a professional indemnity and product liability insurance policy for its liability and all other insurances that may be relevant for providing the Products and/or Services. Syngenta may demand at any time a proof of this insurance coverage, including an indication of the amount insured.

## **11. Term & Termination**

- 11.1. This Agreement shall become effective from the date stipulated in the Order and shall expire on the date stipulated in the Order, unless extended by means of a written agreement.
- 11.2. If the Supplier is in material or persistent non-material breach of its obligations under the Agreement and/or any Order and shall fail to remedy the same after receiving a 10 day notice from Syngenta specifying the breach and requiring its remedy, then Syngenta shall be entitled to terminate the Agreement and/or Order with immediate effect. This right includes but is not limited to a termination as per 6.8.
- 11.3. Non-completed Order's shall not be affected by the termination of this Agreement.
- 11.4. The following provisions will survive any termination or expiration of this Agreement: 5 ("Ownership in Results"), 6 ("Warranty and Indemnity"), 7 ("Liability"), 8 ("Confidentiality"), 9 ("Data Protection) and 18 ("Law and Jurisdiction").

## **12. Force Majeure**

- 12.1. Neither Party to this Agreement or to an Order shall be deemed to be in breach or otherwise liable as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is caused by Force Majeure (any unavoidable circumstance that is beyond the reasonable control of the Party) and the time for performance of the relevant obligation(s) shall be extended accordingly.
- 12.2. A Party whose performance of its obligations under this Agreement or any Order is delayed or prevented by Force Majeure:
- a) shall notify in writing the other Party and keep the other Party at all times informed of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure;

- b) shall use all reasonable endeavours to minimise the effect of the Force Majeure on its performance of its obligations under this Agreement and any Order including the making of any alternative arrangements for resuming the performance of its obligations which may be practicable; and
- c) shall after the cessation of the Force Majeure, notify the other Party thereof and resume full performance of its obligations under this Agreement and any Order.

12.3. If Supplier is relieved from its obligations based on Force Majeure, then Syngenta shall be relieved from the corresponding payment obligations.

### 13. Subcontracting

- 13.1. Supplier shall not, without the express prior written consent of Syngenta, which may be withheld at Syngenta's sole discretion, assign, sub-contract or otherwise delegate in any way the performance of any of its obligations under this Agreement and / or a respective Order.
- 13.2. Supplier ensures that any contract with its authorized subcontractors is in compliance with the terms of this Agreement and that such compliance can be audited. Notwithstanding any other provision of this Agreement, Supplier shall at all times be responsible and liable for the performance of its obligations under this Agreement, including any failure of any authorized subcontractor or other third party to perform Supplier's obligations under or to comply with this Agreement and / or a respective Order.

### 14. Notices

All notices under this Agreement shall be made in writing and shall be deemed to have been properly received (i) if delivered by messenger: when delivered, (ii) if mailed postage prepaid: when delivered, (iii) if delivered by reputable overnight express courier, freight prepaid: when delivered. Notices can also be sent by electronic means if and under the conditions agreed in a respective Order.

Notices shall be sent to the persons indicated in the respective Order.

### 15. Compliance / Audit

- 15.1. Supplier is responsible for ensuring compliance with all applicable laws and regulations (including but not limited to national work rules). Amongst others, Supplier will hold and maintain appropriate valid permits for its personnel providing the Products or involved in delivering the Products, such as residence and work permits. Supplier will provide Syngenta with copies of such permits before such personnel starts providing Products and/or Services or at any later time upon Syngenta's request.
- 15.2. Supplier shall adhere to the Syngenta Policies as set forth in Exhibit A. When accessing Syngenta's premises or (IT) systems Supplier will adhere to all respective policies (including but not limited to those related to HSE and IT security) communicated to Supplier.
- 15.3. Supplier will keep accurate books and records in connection with its services to be performed under this Agreement (including details of all payments made or received in connection with the performance of the services). Once every calendar year, Syngenta may conduct an audit of Supplier's books and records, IT systems, premises etc. relating to the Products and/or Services performed under this Agreement and/or a respective Order. Syngenta shall be entitled to delegate this task to a third party that is subject to similar confidentiality obligations as those agreed in this Agreement or a respective Order.
- 15.4. Syngenta has committed to upholding the principles set out in the Universal Declaration of Human Rights of the United Nations and the International Labour Organisation's Core Conventions. In light of this, Syngenta requires all suppliers to comply with certain minimum labour standards including respecting employees' rights to become member of relevant labor unions and/or other employee organizations, not using forced labor nor exploitative child labor prac-

tices and not tolerating discrimination or harassment at the workplace. Supplier agrees to – and to have all agents, subcontractors and Affiliates – comply at all times during the validity of this Agreement with these standards.

- 15.5. Supplier shall not pay, offer, promise, or authorize any payment or other advantage, whether directly or through intermediaries, to a public official or a business partner (individual, institution, commercial or non-profit organization etc.) to improperly obtain, retain or direct business or to secure any other improper advantage in the conduct of business in connection with the performance of this Agreement.
- 15.6. Supplier warrants that neither Supplier nor any owner, partner, officer, director or employee of Supplier or of any affiliate company nor any close relative of the foregoing is a public official (meaning any person holding an office or working for or on behalf of a government entity or government funded entity at any level) who is in a position to affect or influence the award of business or any other advantage to Syngenta during the term of this Agreement unless disclosed to Syngenta in advance and approved in writing. Supplier shall immediately notify Syngenta if a public official who is in a position to affect or influence the award of business or any other advantage to Syngenta becomes an officer or employee of Supplier or acquires a direct or indirect interest in Supplier during the term of this Agreement;
- 15.7. Supplier shall indemnify, defend and hold harmless Syngenta, its Affiliates, and their respective directors, officers, employees, agents, representatives, distributors, suppliers or customers from and against all losses, expenses (including reasonable attorney's charges), damages, fines, penalties, liability, judgments and settlements suffered or incurred howsoever relating to, in connection with or arising as a result of Supplier's breach of or failure to perform its obligations with respect to compliance set out in Section 15. Any violation of Section 15 shall constitute a material breach of the Agreement / Order and trigger the respective consequences.
- 15.8. Supplier can report any suspected violations of this section through Syngenta's Compliance Helpline, which can be accessed through the internet at [www.syngentacompliancehelpline.com](http://www.syngentacompliancehelpline.com)

## **16. No Assignment**

Neither Party shall assign any of its rights or obligations under this Agreement to any Party without the prior written consent of the other Party. Any assignment in violation of this section shall be null and void. Notwithstanding the above, Syngenta shall be entitled to assign this Agreement to any of its Affiliates upon written notice of such assignment to Supplier.

## **17. Miscellaneous**

- 17.1. In the event that one or several of the provisions of this Agreement and / or a Order are or become invalid or unenforceable, the remainder of this Agreement and / or a Order shall not be affected. The Parties shall agree appropriate provisions to replace any invalid or unenforceable provisions, or to filling an omission of this Agreement by a valid provision which comes as close as possible to the commercial purposes both Parties intended with the initial provision or which corresponds to that commercial purpose which, according to the sense and purpose of this Agreement, the Parties would have intended, had they considered the matter.
- 17.2. Supplier shall be acting in the capacity of an independent contractor and nothing in this Agreement, the Exhibits or an Order shall be construed as creating any contract of employment or the relationship of a joint venture of any kind between the Parties, its Affiliates, subcontractors or employees.
- 17.3. Neither Party shall use the other Party's names, logos or other trademarks in its marketing materials, on its web site, in press releases or for any similar purpose without the other Party's prior written consent.



17.4. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof. No amendment, modification or discharge of this Agreement, including this sentence, and/or any Order and no waiver hereunder shall be valid or binding unless set forth in writing and signed by the Parties hereto. Supplier agrees that no failure or delay by Syngenta in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right under this Agreement.

## 18. Law and Jurisdiction

18.1. This Agreement shall be subject to **Singapore laws**, without any regard to its conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980).

18.2. All disputes arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the ordinary courts of Singapore, with the right of appeals.

Exhibit A: Syngenta Policies

Exhibit B: Non-Disclosure Agreement

Exhibit C: Data Protection

Exhibit D: Acceptance Procedure

### A Syngenta Policies

#### A1 Syngenta Electronic Invoicing Requirements and Steps

Supplier adheres to the principles of electronic invoicing as set forth in

<http://www.syngenta.com/global/corporate/en/about-syngenta/pages/contracts.aspx>

under the second column (**Electronic Invoicing Guidelines**).

#### A2 Compliance: a Guide for third parties

##### Doing the right thing - together

Living up to our ethical standards is not only the right thing to do but it is also critical to the efficiency and reliability of our operations. Syngenta is committed to doing business with the highest possible standards of ethics and integrity. By upholding high standards, we can ensure we maintain our good reputation, meet legal and regulatory requirements worldwide and build a firm foundation for future growth. When our work involves the use of third parties, we want the same standards to apply. We've produced this guide to give you an overview of the minimum standards to adhere to when we conduct our business together. When we work together, we would like you to follow these principles so that legally, ethically and morally, we're living up to the same standards. Many of you may already have your own ethical policies and procedures in place. We're not asking to supersede or replace any of your existing policies or contractual obligations. The aim of this guide is to share our standards and principles with you and ask you to act in accordance with them and live up to them when you're working with us. If you have any questions, please get in touch with your Syngenta contact. Together we can ensure that we do business in the right way.

i By 'third parties', we mean people or companies who supply products or services either to Syngenta or on our behalf.

ii A 'public official' may include, but is not limited to:

- Any person holding an office or working for or on behalf of a government entity at any level (e.g. a regulatory official or government inspector)
- Any person working for a government-owned or controlled enterprise, or a public national or international organization (e.g. a government-owned school or university)
- Any person performing a public function or providing a public service, even if that person works for a non-governmental institution

- Any person who is considered a public official under local law.

### **1. We don't allow bribery, kickbacks or other unofficial payments**

We are committed to conducting business properly with full transparency and without engaging in any form of bribery or other corrupt behavior. You must not offer or accept bribes to obtain an undue or improper advantage for Syngenta. We expect you to understand and apply the following principles:

#### **A: We don't pay bribes**

Bribery goes against our values. We don't pay, offer to pay or receive bribes in any form, including kickbacks and other unofficial or improper payments.

#### **B: We prohibit all types of bribes**

A bribe is a bribe, regardless of whether it takes the form of cash, an excessive or lavish gift, an employment offer or a charitable contribution. Anything which is offered or received with the intention of improperly influencing a business decision for or on behalf of Syngenta is considered a bribe.

#### **C: We don't allow facilitation payments**

You must not offer or make any 'facilitation payments' to public officials when acting on behalf of Syngenta. These unofficial, nominal fees are designed to secure or speed up a routine action that the official is obliged to perform, such as issuing a license or allowing goods through customs.

#### **D: We make no distinction between public and private bribery**

We don't support bribery, whether it's to public officials, private business partners or members of their family.

#### **E: We keep records of business dealings**

When you supply products or services to Syngenta, we ask you to keep proper written records of this work. On occasion, Syngenta – or parties appointed by us – may ask to see these records in order to check them.

### **2. Gifts and entertainment must not influence business decisions**

While we recognize that gifts and entertainment are often seen as an established part of business, it is vital that they must never improperly influence, or seem to improperly influence, a business decision. Gifts and entertainment which are provided in the absence of any clear business justification or legitimate purpose, and are intended to improperly influence or obtain a business decision, are considered a bribe. All forms of bribes are prohibited by Syngenta. When doing business with or on behalf of Syngenta, you must not offer to a Syngenta employee, a government or public official or to any other party on our behalf any gift or entertainment which is inappropriate, excessive or could be seen as attempting to improperly influence a business decision

### **3. We will not tolerate fraud**

The deliberate misuse of company resources for personal enrichment by Syngenta employees or third parties is fraud. Syngenta has zero tolerance for the act or concealment of fraud. When you're doing business with Syngenta, we require that you support our anti-fraud stance and help us in any investigation of suspected fraud that involves or impacts our business

### **4. We do not condone, facilitate or support money laundering**

We only conduct business with reputable third parties who are involved in legitimate business dealings, using funds derived from legitimate sources. You must comply with all applicable laws and regulations that prohibit money laundering. Syngenta business shall not be misused for money laundering purposes.

### **5. We avoid conflicts of interest**

All business transactions must be conducted with the best interests of Syngenta in mind. You must not benefit improperly through your relationships with Syngenta employees. Equally, no Syngenta employee may personally benefit in an improper way from a relationship with another individual or organization.

### **6. We prohibit anti-competitive behavior**

Competition laws apply to all business arrangements, whether they are in written, oral or any other form. Price fixing, bid rigging and other anti-competitive behaviors are prohibited. You must ensure that your business on behalf of Syngenta is conducted in an open and competitive manner, and that all

business practices fully comply with applicable competition laws wherever they are conducted.

#### **7. We are committed to safe working conditions**

We are committed to ensuring the safety of our employees and complying with all applicable health and safety laws and regulations. When you work with us, we ask you to comply with all applicable health and safety laws and regulations, and to create safe working conditions and a healthy work environment for workers at all premises under your control.

#### **8. We comply with environmental standards**

We aim to minimize the environmental impact of our operations by complying with all applicable laws, international guidelines and industry standards. You must comply with all applicable environmental laws, guidelines and standards relevant to operations, whether at your own premises or those of Syngenta

#### **9. We respect trade controls and economic sanctions**

We follow applicable international trade control laws and regulations, including those relating to economic sanctions, customs requirements and export controls. Such requirements also include not participating in boycotts or other restrictive trade practices. Likewise, we require you to respect all relevant trade controls and economic sanctions.

#### **10. We source materials responsibly**

We are committed to sourcing all materials used in our business responsibly. We ask you to take a similarly responsible approach. This includes implementing supply chain due diligence policies and making sure that the money you pay to others for materials does not go to groups or people who violate employment laws, engage in violence or are involved in the abuse of human rights.

#### **11. We respect intellectual property and confidential information**

We retain the ownership of all intellectual property that we create. You must respect intellectual property rights and safeguard Syngenta confidential information, customer and employee information.

You should only use Syngenta information and property (including equipment, drawings and specifications) for the purpose for which they were originally provided.

You should take appropriate steps to safeguard and maintain the confidentiality of Syngenta's proprietary information, including maintaining it in confidence and in secure work areas and not disclosing it to third parties (including other customers, subcontractors, etc.) without the express prior written permission of Syngenta.

#### **12. We respect data privacy**

We take strict measures to protect the data in our care. You should keep all personal and sensitive information relating to Syngenta employees and business partners confidential and in accordance with applicable data privacy standards and contractual requirements. You should not transfer, sell or trade personal information with other third parties

#### **13. Subcontractors must uphold the same standards**

We require subcontractors working on our behalf to ensure that they comply with our standards. We ask you to make sure that any subcontractors you employ to carry out business for Syngenta also comply with our standards. In addition, you must notify Syngenta in writing prior to using subcontractors, and the use of contractors must be expressly permitted by the relevant contractual agreements between us

#### **How to report/raise concerns**

Syngenta takes compliance with this guide seriously. If you suspect that somebody is not complying with the principles of this guide then please let us know immediately so that we can look into the matter. You can do this by sending an email to [ABCDD.compliance@syngenta.com](mailto:ABCDD.compliance@syngenta.com)

#### **Any questions?**

We hope this guide gives you a clear idea of how we would like you to do business when you work with Syngenta. If you have any questions please get in touch with your usual contact at Syngenta or email [ABCDD.compliance@syngenta.com](mailto:ABCDD.compliance@syngenta.com) and we'll do our best to help.

## Exhibit B Non-Disclosure Agreement

1. Syngenta and its Affiliates have and/or will disclose to Supplier certain information that is either identified as confidential at the time of disclosure or should be understood by a reasonable person to be confidential in nature ("Confidential Information").
2. Excepted from the above obligations shall be Confidential Information that Supplier can prove:
  - a) was in the public domain at the time of disclosure by or on behalf of Syngenta or after disclosure became part of the public domain, other than by breach of this Agreement by Supplier, its employees, officers, directors, agents or subcontractors;
  - b) was acquired without any confidentiality obligation from a third party who had no respective confidentiality obligations towards Syngenta or any of its Affiliates
  - c) was at Supplier's possession without any confidentiality obligations;
  - d) was developed independently by the Supplier with no reliance at all on any Confidential Information; or
  - e) Supplier might be under a legal obligation to disclose to a government or other public authority, provided that Supplier immediately upon learning of such obligation, and prior to disclosure, if lawfully possible, notifies Syngenta of such disclosure obligation and reasonably cooperates with Syngenta in limiting the scope of disclosure, if lawfully possible.
  - f) Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is (i) specific and merely embraced by more general information in the public domain or Supplier's possession or (ii) a combination which can be pieced together to re-construct the Confidential Information from multiple sources, none of which shows the whole combination, its principle of operation and method of use.
3. Supplier undertakes to maintain strictly confidential at all times for an indefinite period of time any and all Confidential Information that it either receives or has received from or on behalf of Syngenta and not to use any Confidential Information for any purpose whatsoever other than the provision of the Products and/or Services in line with this Agreement. Supplier shall only disclose Confidential Information to those employees, officers, authorised agents and subcontractors who have a need to know in order to properly provide the Products and/or Services. Supplier will request its authorised agents and subcontractors to sign a secrecy undertaking substantially similar to this Exhibit C and provide this to Syngenta promptly upon Syngenta's request.
4. The Supplier shall ensure that there are implemented at all times appropriate technical and organisational security measures in accordance with Best Industry Practice ("Security Measures") to protect the security of all stored or processed Confidential Information. The Security Measures shall include (without limitation) the technical and organizational measures as agreed in a Order; provided always that the measures implemented by the Supplier shall provide at least the same level of protection for the Confidential Information as is provided for by Syngenta's internal corporate security and information security policies, codes of practice and procedures in force (and as updated) from time to time.
5. If Supplier becomes aware of any unauthorised use, disclosure, access, possession or knowledge of all or any of the Confidential Information, Supplier shall immediately notify Syngenta and take all reasonable steps requested by Syngenta to protect the confidentiality of such Confidential Information.
6. Unless otherwise agreed, the above confidentiality obligations remain valid for a period of 5 (five) years from the date of termination of the Order.
7. Supplier acknowledges that in the event of a breach of the confidentiality provisions of this Agreement Syngenta may suffer irreparable harm and money damages may not be a sufficient remedy for any breach of this Agreement by Supplier, in addition to all other remedies, Syngenta shall be entitled to the remedy of an injunction for the breach or threatened breach of the terms of this Agreement.
8. Upon termination of this Agreement, Supplier shall destroy or – if Syngenta requests in writing - return to Syngenta within thirty (30) days any Confidential Information. However Supplier may

keep an archival set of its working papers together with such copies of Syngenta's Confidential Information necessary to comply with applicable laws, regulations and professional standards.

9. Notwithstanding anything to the contrary in this Agreement, Supplier may disclose Confidential Information as may be required by law, including any subpoena or other similar form of process. Supplier will provide Syngenta with prompt notice of any such request (to the extent as such notice is not prohibited by law), so that Syngenta may object to the request and/or seek an appropriate protective order.

## Exhibit C Data Protection

- 1.1 In this Exhibit the following definitions apply unless the context otherwise requires:

**"Data Protection Legislation"** shall mean laws, enactments, regulations, orders, standards and other similar instruments applicable in the country from which data originates or, if there are no such defining laws or regulations in the respective country, as set forth in the EU Directive on Data Protection (95/46/EC);

**"Data Subject"** shall mean an identifiable or identified person who is the subject of Personal Data (including, where local laws and regulations treat data relating to legal entities as personal data, legal persons);

**"Personal Data"** shall mean any personal data (as such expression (or equivalent expression) is defined in the by the Data Protection Legislation);

**"Process", "processing"** and cognate expressions shall have the meaning assigned to the term "processing of personal data" (and cognate expressions) in the EU Directive on Data Protection (95/46/EC);

- 1.2 Syngenta and the Supplier acknowledge that for the purposes of the Data Protection Legislation, Syngenta (or one or more of its Affiliates) is the data controller and the Supplier is the data processor of any Personal Data.

- 1.3 The Supplier warrants that it will process the Personal Data at all times in compliance with all applicable Data Protection Legislation and will not do any act or omit to do any act which would place Syngenta or any of its Affiliates in breach of the Data Protection Legislation.

- 1.4 The Supplier shall:

- 1.4.1 process the Personal Data only for to the extent, and in such a manner, as is strictly necessary for the purpose of fulfilling its obligations under this Agreement, only for Syngenta or its Affiliates, and in accordance with Syngenta's instructions from time to time (including instructions regarding the amendment, transfer, deletion and destruction of Personal Data);

- 1.4.2 give Syngenta and its Affiliates reasonable assistance as Syngenta and its Affiliate reasonably require in connection with giving notice of the Supplier's processing activities to Data Subjects and any applicable governmental or regulatory authority and responding to requests relating to the Supplier's processing activities made by any applicable governmental or regulatory authority and shall abide by the advice of any regulatory authority with regarding to the processing of Personal Data.

- 1.4.3 not (where the Syngenta Affiliate from which the data originates is based in the European Economic Area or Switzerland) transfer that Personal Data or allow such Personal Data to be processed from, outside the European Economic Area or Switzerland without the prior written consent of Syngenta unless such transfer is to or such processing is from a country which has been formally recognized by the EU as affording the Personal Data an adequate level of protection or is otherwise permitted to be done by the relevant Data Protection Legislation.

- 1.4.4 not (where the Syngenta Affiliate from which the data originates is based in a country other than a member state of the European Economic Area or Switzerland) transfer that Personal Data to any other country or allow the processing of such Personal Data from another country without the prior written consent of Syngenta unless such transfer or processing is permitted in such other country by the relevant Data Protection Legislation.
- 1.4.5 ensure that access to the Personal Data is limited to those employees who are reliable and trustworthy and who need access to the Personal Data to meet the Supplier's obligations under this Agreement and who are informed of the confidential nature of the Personal Data. The Supplier shall ensure that all such employees have undertaken training in the relevant Data Protection Legislation and their duties under this Agreement.
- 1.4.6 notify Syngenta in writing within 48 hours if it receives a request from a Data Subject for access to that person's Personal Data and shall comply with Syngenta's instructions and provide Syngenta with full co-operation and assistance (including providing any relevant documents or files) in relation to any such request.
- 1.4.7 (on receipt of reasonable notice) give Syngenta and its representative or independent auditors (bound by a duty of confidentiality) any regulatory authority access to its records and facilities so as to allow Syngenta or its representatives or independent auditors, or the regulatory authority, to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier.
- 1.4.8 ensure that there are implemented at all times appropriate technical and organisational security measures against the unauthorised or unlawful processing of personal data, including (without limitation) against the accidental or unlawful loss or destruction of, alteration of, damage to, unauthorised disclosure of or access to personal data (in particular where the processing involves transmission of data over a network, to ensure Syngenta's compliance the Data Protection Legislation in accordance with Best Industry Practice ("**Security Measures**"). The Security Measures shall include (without limitation) back-up encryption, encryption of mobile media devices, and disaster recovery, and the technical and organizational measures as agreed in the Order provided always that the measures implemented by the Supplier shall provide at least the same level of protection for the Personal Data as is provided for by Syngenta's internal corporate security, information security and data protection policies, procedures and codes of practice in force (and as updated) from time to time.
- 1.4.9 monitor the Security Measures (and compliance with them) and shall notify Syngenta immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to, corruption or destruction of the Personal Data ("**Security Breach**"). The Supplier shall co-operate with any Syngenta investigation of such Security Breach, restore such Personal Data and mitigate, remediate and otherwise respond to the Security Breach and associated risks as Syngenta requests and at the expense of the Supplier.
- 1.4.10 promptly upon request, the Supplier shall provide to Syngenta a summary of the Security Measures which it has in place in order to satisfy its obligations of this Exhibit.
- 1.4.11 If requested by Syngenta (such request to be made no more than once a year), an authorised representative of the Supplier shall certify to Syngenta that it has complied (and all of its sub-contractors who process the Personal Data have complied) with the terms of this Agreement, including (without limitation) the obligations contained in this Exhibit.
- 1.5 The Supplier shall (if permitted by law) promptly notify Syngenta if it receives any legally binding request for disclosure of Personal Data by a law enforcement authority.
- 1.6 For the purpose of this Exhibit in the event of any disagreement between the Parties as to whether the relevant Data Protection Legislation permits a transfer of Personal Data to another

er country or processing of Personal Data from another country, the decision of Syngenta shall be final.

- 1.7 Notwithstanding anything to the contrary in this Agreement, the Supplier may not authorise any third party or sub-contractor to process the Personal Data without the prior written consent of Syngenta.
- 1.8 The appointment of a sub-contractor in accordance with the terms of this Agreement shall not relieve the Supplier of liability in respect of or responsibility for the acts and omissions of such sub-contractor and the Supplier shall remain liable for such acts and omissions as if such acts and omissions were done by the Supplier.
- 1.9 The Supplier agrees to indemnify and keep indemnified Syngenta, its Affiliates and their Data Subjects against all losses, costs, claims, damages, fines, penalties or expenses (including reasonable lawyers' and experts' fees) directly or indirectly incurred by Syngenta (and its Affiliates and Data Subjects) or for which Syngenta (and its Affiliates and Data Subjects) may become liable due to any failure by the Supplier or its employees, agents or permitted sub-contractors to comply with any of its obligations under this Exhibit and any subsequent agreement entered into with Syngenta or any of its Affiliates relating to the processing of Personal Data. Notwithstanding anything to the contrary in this Agreement, no limitation of liability shall apply to this indemnity.
- 1.10 Upon termination of this Agreement and, specifically, any data processing services, the Supplier and any sub-contractors shall (at the choice of Syngenta) either return all the Personal Data processed by the Supplier or its sub-contractors and the copies thereof to Syngenta or shall destroy all the Personal Data and certify to Syngenta that it has done so (unless legislation imposed on the Supplier or its sub-contractors prevents it or them from returning or destroying all or part of the Personal data. In that case, the Supplier warrants that it will guarantee the confidentiality of the Personal Data and will not actively process the Personal Data after the termination of this Agreement.
- 1.11 The terms of this Exhibit shall survive the expiration or sooner termination of this Agreement, however arising.
- 1.12 A breach of this Exhibit shall be deemed to be a material breach of this Agreement incapable of remedy, entitling (but not obligating) Syngenta to terminate this Agreement with immediate effect.

#### Exhibit D Acceptance Procedure

Terms in capital letters shall have the meaning as attributed to them in the Agreement.

- 1.1 Where the Services are comprised of or include Products, any and all such Products shall be subject to written acceptance by Syngenta in accordance with this paragraph 1.1 and paragraphs 1.2 to 1.6.
- 1.2 The Supplier shall prepare and deliver, where applicable with Syngenta's input and assistance, the Products to Syngenta in accordance with this Agreement in a timely manner respectively in accordance with the time indicated (if indicated, otherwise in a timely manner) in the Order, as may be the case.
- 1.3 Syngenta shall **in due course** evaluate the Products delivered by the Supplier upon receipt of the Products, and
  - (A) in the event that Syngenta, acting reasonably, considers that the Products delivered to it comply with the contractually agreed specifications of the Services and the obligations of the Supplier under the Order and the Agreement, Syngenta shall notify the Supplier in writing of its acceptance of the Products; or

- (B) in the event that Syngenta, acting reasonably, considers that the Products (or any material part of the Products) do not comply with the contractually agreed specifications of the Services, Syngenta shall notify the Supplier in writing of:
- (a) those areas of non-conformance that, notwithstanding such non-conformance, are accepted by Syngenta in its absolute discretion, and
  - (b) those areas of non-conformance that are not accepted by Syngenta. In such circumstances the Supplier, in consultation with Syngenta, shall cure the relevant defects promptly and in any event in a timely manner and resubmit any such Products to Syngenta for acceptance. Following any such resubmission, clauses 1.1 to 1.3 shall apply as though references to the Products were references to the Products (or any part thereof) as resubmitted.
- 1.4 In the event that Syngenta does not accept the submitted (or resubmitted as the case may be) Products and does not identify to the Supplier in due course the areas or points of non-conformance of the Products or Syngenta has not notified the Supplier that it requires a reasonable extension of time (which the Supplier hereby grants provided any such extension shall, if notified at the time of such grant by the Supplier to Syngenta in writing, be taken into account in any delay to meet any relevant milestone dates) in order to determine whether or not the Products are acceptable to Syngenta, then the Products shall not be deemed accepted by Syngenta and the matter shall be solved between the Parties appropriately without prejudice to any other rights or remedies of either Party or its Affiliates in the circumstances.
- 1.5 In the event that the Products (or any of them) have not been accepted by Syngenta pursuant to clauses 1.1 to 1.4 by the relevant date, then the Parties shall meet to discuss a suitable way forward and shall formulate and agree those steps required to be taken by the Parties with a view to enabling the Products to be promptly accepted by Syngenta without prejudice to any other rights or remedies either party or its Affiliates may have in the circumstances.
- 1.6 Acceptance by Syngenta of the Services (or any element thereof) shall not relieve the Supplier of any applicable continuing obligation of the Supplier set out in the Agreement respectively in the Order.
- 1.7 In the event that Syngenta does not accept the Services (or any element of them in accordance with this Exhibit by any relevant agreed date, Syngenta shall be entitled to terminate the Order in whole or in part. In any case, the Supplier shall, subject to Syngenta's request, repay to Syngenta all charges paid by Syngenta relating to those Services (provided that prepayment for such non accepted Services has been made by Syngenta) and the Intellectual Property Rights in such non accepted Services shall revert to the Supplier by automatic assignment on receipt by Syngenta of such repayment. This paragraph 1.7 shall be without prejudice to any other rights or remedies of Syngenta or any Affiliate of Syngenta under this Agreement respectively under the Order or otherwise.
- 1.8 Acceptance by Syngenta of any element of the Services at any time shall be subject to Syngenta giving to the Supplier written notice confirming acceptance of those Services (the "Acceptance Certificate").
- 1.9 The Supplier agrees that any payment made by Syngenta to the Supplier shall not be deemed to be an acceptance by Syngenta of the Services (nor any element of them) and any acceptance of Services (or any element of them) shall be without prejudice to any rights and remedies of Syngenta and/or its Affiliates under this Agreement respectively under the Order or otherwise.