STATEMENT OF WORK

BETWEEN

SYNGENTA AGRO GMBH

AND

THE NATIONAL INSTITUTE OF HORTICULTURAL RESEARCH IN SKIERNIEWICE

FOR THE PROVISION OF FIELD TRIAL SERVICES AND RESULTS

AND

EFFECTIVE ON 14.03.2022

Syngenta Agro GmbH, a corporation organized under the laws of **Germany** with offices at **Lindleystraße 8 D, 60314 Frankfurt am Main, Germany** (**"Syngenta"**, which term shall include its successors and permitted assigns)

and

The National Institute of Horticultural Research, a corporation organized under the laws of **Poland** with offices at **Konstytucji 3 Maja 1/3, 96-100 Skierniewice**, **Poland** (**"Supplier"**, which term shall include its successors and permitted assigns).

The Parties to this Statement of Work (hereinafter "SOW") agree to the following general terms and conditions for Trials, which will be further specified in exhibits to this SOW ("Operational SOW").

1. Definitions

In this SOW the following definitions apply:

"Background"	Know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that one Party owns, controls or has licensed rights in, and which that Party chooses to licence to the other Party, solely for the other Party to use in connection with a Trial and in Syngenta's case only, specifically including the Trial request and protocol/Trial plan and their contents and the Starting Materials; but in the case of both Parties, excluding any Outputs;
"Confidential Information"	includes: the Background; and any and all information of the other Party (or any of its Affiliates) to the extent that it is identified as confidential before or at the time of disclosure or it would reasonably be presumed by its nature to be confidential and information on Remunerations, rebates and discounts are presumed for these purposes to be confidential; and the terms of this Agreement and any Trials and the fact that Supplier is providing services to Syngenta and its Affiliates under this Agreement; and the Outputs (which shall be regarded as being the Confidential Information of Syngenta and its Affiliates);
"Results"	the Reports and all other materials and samples specifically required from the Trial in the format, quantities and specifications as set out in Operational SOW;

"Remuneration"	shall have the meaning as set forth in Section 6 of the Operational SOW.
"Effective Date"	the date stipulated in the front page of the SOW.
"Good Laboratory Practice" ("GLP")	the current principles of Good Laboratory Practice as published from time to time by the authorities specified in the Protocol/Trial Plan.
"Good Experimental Practice" ("GEP")	the current principles of Good Experimental Practice as published from time to time by recognised authorities on best practice for the conduct of field trials (e.g. FAO Guidelines on Efficacy Evaluation for the Registration of Plant Protection Products).
"Know-how"	technical information (including information relating to inventions, discoveries, improvements, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions other than facility-related data such as deep freeze temperature records and information necessary to reconstruct or support the Final Report) that is not in the public domain.
"Outputs"	the Results and all other outputs (of whatever nature or medium) generated or developed in the course of the Trial including: (i) data (including raw data) and reports, (ii) know-how; (iii) materials (including samples of animals, plants, seeds or processed products derived from them, soil, water, metabolites and other chemicals); (iv) improvements and developments but specifically excluding any improvements or developments to Supplier's Background.
"Report(s)"	the Interim Report and the Final Report (or any one or more of them), as follows:
"Interim Report"	the report(s) (if any) Syngenta requires at the intervals set out in the Operational SOW;
"Final Report"	the final version of the Report described in the Operational SOW.
"Starting Materials"	all materials supplied by Syngenta including samples, seeds, plants, products or experimental formulations, active ingredients, metabolites and other chemicals for use in connection with the Trial as set forth in the Operational SOW.
"Supplier Personnel"	Supplier's and its Affiliates' employees and its or their Growers and their personnel who work on a Trial.
"Grower"	a third party grower (including an Affiliate of Supplier), engaged by Supplier in accordance with the provisions of Section 10 (Grower).
"Scope of Services"	The specifications of the Services as mentioned in Section 1 of the Operational SOW.

"Test Crop"	any crop used for the purpose of any Trial (whether such crop belongs to Supplier or to any grower selected by Supplier.
"Trial"	the Services that Supplier is required to perform in accordance with the Operational SOW attached to this SOW.
"Services"	all work pursuant to an Operational SOW and further defined in an existing defined methodology referred to in the trial request, such as, OPPTS, CIPAC, EPPO, FAO or OECD.

2. Components of this Agreement

The following documents form integral parts of this Agreement:

This Agreement and its exhibits, including:

- Exhibit A: Operational SOW
- Exhibit B: Syngenta Policy "Compliance: A guide for third parties"
- Exhibit C: Non-Disclosure Agreement
- Exhibit D: Data Protection

3. General Commitments

3.1 This SOW does not constitute an exclusive arrangement and Supplier may carry out its own independent research, provided it does not make direct or indirect use of Syngenta's Confidential Information during the term of the SOW.

3.2 Supplier shall inform Syngenta promptly, of any potentially referable findings in connection with a Trial as such are defined in the various national and international regulations referred to in this General SOW.

Supplier shall issue the Outputs to Syngenta on or before the relevant dates stated in the Operational SOW.

Supplier shall provide all necessary human resources, materials, facilities and equipment as may be necessary for the proper performance of the Trial. In particular, only Supplier Personnel who are qualified and experienced will be engaged by Supplier to perform the Services in the Trial (together with appropriate supporting technical persons under their supervision and control).

3.3 If any part of the Trial is performed negligently or in breach of this SOW or not performed at all, then without prejudice to any other rights it may have, Syngenta may within an agreed timeframe of the date specified in the Operational SOW for completion of the tasks or Trial (whichever applies) require Supplier to re-perform the defective Results (or carry out the Results for the first time) at Supplier's cost. If Supplier fails to re-perform within a reasonable time or if the re-performed Results is still defective then, in addition to any other rights Syngenta might have under this SOW, Syngenta shall be entitled to (i) terminate the Trial with immediate effect (whereupon no further payments shall become due from Syngenta) (ii) recover any costs that have already been paid by Syngenta to Supplier in respect of its defective Results and/or (iii) carry out such Results itself or procure that such Results shall be carried out by a third party and recover any additional costs of doing so from Supplier on demand.

4. Delivery, Risk and Storage

4.1. Syngenta shall, after the Effective Date, deliver the Starting Materials to Supplier. The Starting Materials shall be at the risk of Supplier with effect from the date of delivery by Syngenta to Supplier until such time as the Starting Materials are delivered back to Syngenta or are otherwise disposed.

4.2. On request in writing from Syngenta, Supplier shall:

- deliver to Syngenta (or procure the delivery of) all Outputs by such mode of delivery and on such date and to such place as may be agreed in the SOW or as otherwise directed by Syngenta in writing (including by email); and
- where applicable (in order to comply with the provisions of GLP) provide full details of all Outputs delivered to Syngenta and/or retained by it and, if it applies, in the possession of any Growers.

4.3. Risk shall pass on delivery of Outputs by Supplier to Syngenta.

4.4. Supplier shall archive all relevant Outputs in a GLP or GEP approved secure and confidential archive.

5. Loss of Test Crop, Costs and Discounts

5.1. If, as a result of Trial, there is any loss of Test Crop arising because of;

5.1.1. the need to keep areas untreated; or
5.1.2. non-effectiveness of the material under test during the Trial; or
5.1.3. phytotoxic effects of the material under test during the Trial; or
5.1.4. destruction required because of residue levels following Trial; or
5.1.5. physical damage to the Test Crop unavoidably caused in gaining access to the Trial to apply treatments or make assessments,

then Syngenta shall reimburse Supplier for any reasonable compensation paid to the Grower provided that the amount of compensation is based on the reasonable market value and quantity of Test Crop lost as a result of the Trial.

5.2. This Section sets out Syngenta's entire liability to Supplier in respect of loss or destruction of Test Crops.

5.3. Syngenta shall not be liable for any additional costs, charges or taxes under this SOW including, in particular:

5.3.1. pass-through costs or sales taxes; or
5.3.2. governmental charges; or
5.3.3. employment, self-employment, or withholding taxes imposed as a result of Supplier's performance of an Operational SOW, including performance by Supplier, its agents, consultants or Supplier Personnel.

5.4. Supplier will offer Syngenta competitive prices for every single trial. Each price will be compared to Syngenta References.

Syngenta References are defined according to the following criteria:

- Type of trial
- Location of the trial

6. Reports

6.1. Supplier shall provide Syngenta with the agreed electronic data format for the Reports or, if requested, with a number of copies of the Reports specified in the Operational SOW. In addition, if so requested by Syngenta, Supplier shall provide Syngenta with all raw data generated in the Trial and information generated during processing of the Reports.

6.2. The agreed Interim Report and/or Final Report are to be delivered at the defined timelines in the Operational SOW.

6.3. Supplier may request confirmation of approval of the Final Report after delivery. Promptly after receipt of such request Syngenta shall notify Supplier when its proposed amendments (if any) shall be made available.

7. Compliance with GLP, GEP, Industry Standards, Regulations and Laws

7.1 Supplier shall ensure that all working conditions, employment practices, applicable safety, health and environmental legislation and facilities, that are required for the proper performance of each Trial, comply with international standards applicable to research.

7.2 Supplier will comply with all relevant statutory, governmental and regulatory obligations applicable to the labelling, packaging and transportation of samples and research materials that apply in relevant countries; and shall provide or obtain all records and consents and approvals necessary for such compliance.

7.3 Supplier acknowledges that the Starting Materials, processes and methodologies will be research materials and will not have been fully tested by Syngenta and they are supplied to Supplier for use in connection with the Trial entirely at Supplier's risk. Supplier agrees that proper procedures will be implemented and used throughout their handling and use in connection with the Trial. In particular, Supplier shall ensure that no hazardous materials, processes or methodologies shall be made available to Supplier Personnel who are not fully trained in such procedures.

7.4 Without prejudice to the foregoing, Syngenta shall supply to Supplier all toxicological data and other information in its possession as at the Effective Date regarding the known actual or potential hazards associated with the use of the Starting Material for the purposes of the Trial.

7.5 Supplier shall:

- comply with applicable local, national, regional and international laws, decrees, rules, regulations, orders, actions and requests of national and local courts and government bodies and industry best practice regarding the conduct of field trials including (without limitation) any requirements specified in EC Directive 545/2011/EEC and EC Regulation 1107/2009 and similar or equivalent legislation in any jurisdiction and including (without limitation) any requirements concerning animal welfare;
- if requested in the Operational SOW it shall have and shall maintain at all times a GEP certification with the regulatory body with responsibility for plant protection products in the country in which it is performing the Trial and, unless otherwise agreed in the SOW, that it will ensure that the Trial is carried out in accordance with GEP. Supplier acknowledges and accepts that test results arising from a Trial which does not comply with such standards may not qualify for product registration and 'data protection' (as referred to in EC Directive 545/2011/EEC and EC Regulation 1107/2009 and similar or equivalent legislation in any jurisdiction) and therefore that the value of the Outputs to Syngenta and its Affiliates will be significantly adversely affected;
- if requested in the Operational SOW comply with current principles of GLP and any additional reasonable instructions on GLP specified by Syngenta;

7.6 For the purpose of this Section "CLP Regulation" means Regulation (EC) no 1272/2008 of the European Union and the of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC, and amending Regulation (EC) No 1907/2009.

7.7 If Supplier shall be required to supply or make available one or more substances to an entity (including a Syngenta entity) in the European Economic Area under or in connection with this SOW:

7.7.1 Supplier shall first notify the principal Syngenta contact for this SOW of such planned supply and provide him/ her with such information about the substance(s) concerned and the planned supply as he/ she shall require and Supplier shall have available;

7.7.2 Supplier shall suspend the planned supply of such substance(s) until Supplier receives permission to proceed with such supply from the principal Syngenta contact;

7.7.3 unless otherwise required by Syngenta, Syngenta and/or its Affiliates shall (and are hereby permitted to) make any notification required by Article 40 of the CLP Regulation on behalf of Syngenta and/or its Affiliates and Supplier, and Supplier shall provide additional information and other support to Syngenta and its Affiliates to enable them (or any one of them) to make such notification within the time frame required by Article 40 and claim any desired confidential treatment in connection with such notification; and

7.7.4 the Supplier shall ensure that any and all such substances shall be packaged and labelled in accordance with, and shall otherwise comply with, the CLP Regulation and other applicable legislation.

7.8 The Parties acknowledge and agree that:

7.8.1 Each notification required by Article 40 of the CLP Regulation shall be publically accessible except to the extent confidential treatment in connection with such notification is available, applied for and granted;

7.8.2 Syngenta and its Affiliates may at their discretion request that information notified under Article 40 of the CLP Regulation be treated as confidential, but shall not be obliged to request confidential treatment in relation to any notification unless Supplier so requests in writing to the principal Syngenta contact for this SOW, which request must be received at least five (5) business days prior to the Article 40 notification being submitted;

7.8.3 regardless of Syngenta or its Affiliates making a request for confidential treatment in relation to any Article 40 notification, such treatment is at the discretion of the European Chemicals Agency; and

7.8.4 Syngenta and its Affiliates shall not be liable to Supplier should confidential treatment in relation to any Article 40 notification not be granted by the Agency as requested by Syngenta and/ or its Affiliates.

7.9 Upon termination of a Trial, or at the time of submission of the Final Report, or sooner (if requested by Syngenta in writing), Supplier shall either (as Syngenta directs and at the cost of Supplier) dispose of as waste in accordance with all applicable legislation in force at that time or return to Syngenta any Starting Materials which have not been used, and which are still in existence.

8. Syngenta Inspection

8.1 Supplier agrees that (and in respect of Growers agrees to procure that) at any time during the period of validity of the SOW (whatever ends later) and for 2 years afterwards Syngenta and/or its authorized representatives shall have the right, on giving reasonable prior notice in writing to Supplier and/or its Growers, to:

8.1.1 carry out inspections of the facilities where the Trial is being, or has been, carried out; and/or

8.1.2 examine or audit Supplier's Results under each Operational SOW and to evaluate the results to determine if the Trial is being or has been performed in accordance with the SOW and Supplier has complied with the terms of this SOW. Each Party shall bear its own costs associated with the audit. If the audit reveals a breach of any provision of the SOW, Syngenta shall have the right to terminate the SOW with immediate effect.

9. Government Inspection

9.1 If any governmental or other authority wishes to carry out any inspection in relation to a Trial, Supplier shall immediately notify Syngenta's authorised representative by telephone, and follow up by giving details in writing, including e-mail or fax.

9.2 Supplier shall not disclose any information relating to the Trial and inspection to any third party, excluding governmental authorities, without Syngenta's prior approval. Such approval, if given, will be provided to Supplier's authorised representative by telephone and then confirmed in writing including by e-mail or fax.

10. Subcontracting

10.1. Supplier shall not - without the express prior written consent of Syngenta (email is sufficient), 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 SOW.

10.2. Supplier ensures that any contract with its authorized subcontractors is in compliance with the terms of this SOW and that such compliance can be audited. Notwithstanding any other provision of this SOW, Supplier shall at all times be responsible and liable for the performance of its obligations under this SOW, including any failure of any authorized Sub-Contractor or any authorized third party to perform Supplier's obligations under this SOW.

11. Growers

Nothing within Section13 shall limit Supplier's ability to contract with a Grower to use such third party's crop as a Test Crop.

All relationships with Growers shall be directly between Supplier and the relevant Grower and Supplier shall bear all liability and responsibility arising out of the Grower's and Supplier's failure to correctly follow the Trial Plan. Unless previously agreed in writing between the parties, Syngenta shall not be obliged to have any contact with the Grower.

Supplier shall ensure that its contractual arrangements with Growers enable Syngenta to fully exercise its rights under this Agreement, including any rights to inspect the Test Crop.

12. Liability

12.1 Supplier is liable for damages based on wilful misconduct or gross negligence without limitation.

12.2 In case of light and medium negligence, Supplier shall be liable for any damages up to two times the aggregate of all Fees due under this SOW. The liability for personal and property damages as well as violations of Supplier's duties regarding confidentiality and data privacy shall be unlimited.

13. Data Protection

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

14. Insurance

Supplier shall be obliged to conclude, procure and maintain with a duly licensed insurance company a professional indemnity and product liability insurance policy as well as all other insurances that may be relevant for providing the Results and Services provided under this SOW.

Syngenta may demand at any time a proof of this insurance coverage, including an indication of the amount insured.

15. Intellectual Property

15.1. Background

All IP rights subsisting in the Background remain the property of the Party which provides such Background. All IP rights subsisting in any improvements to Background shall vest in the Party which provides such Background.

With effect from the Effective Date (so far as applicable) each Party grants to the other a non-exclusive, royalty free, worldwide licence to use its Background solely for the purposes of performing the Trial.

Syngenta acknowledges that the skill and expertise developed and/or used by Supplier or any Growers in performing the Trial, whether developed before, during or after completion of the Trial, are "tools of their trade" and shall be and remain their property (including their IP) without prejudice to Syngenta's rights of ownership and IP in its Background and Outputs.

15.2. Outputs

Supplier shall notify Syngenta immediately in writing of any invention and/or improvement it makes in its performance of the Trial.

Save where IP rights subsist in Supplier's Background and the Outputs comprise improvements in its Background, Syngenta shall own the Outputs (and shall be entitled to all IP rights subsisting in the Outputs) as soon as they come into existence.

Supplier grants to Syngenta a non-exclusive, royalty free, worldwide, irrevocable, perpetual licence to use such of its Background (and any improvements thereto) as is required in order to exploit the Outputs solely for the purpose of exploiting the Outputs or carrying out research and development activities using the Outputs.

Syngenta shall have all rights to exploit all Outputs at its own discretion without liability to account further to Supplier. Syngenta shall have the right to file appropriate patent applications in respect of all Outputs in

its own name (or at Syngenta's sole discretion in the name of its Affiliate) and at its own cost, and without liability to account to Supplier in respect of such patent applications.

Without prejudice to Syngenta's rights Supplier shall, and shall procure that each Growers shall, at Syngenta's request, execute all documents and do all things necessary to assign all IP rights in the Outputs to Syngenta (or at Syngenta's sole discretion to an Affiliate) and to grant a waiver all moral rights in the Outputs in favour of Syngenta and its Affiliates.

Supplier hereby assigns to Syngenta all right, title and interest in and to all Outputs by way of present assignment of future rights (where permissible) together with the right to sue for damages for infringement or misuse occurring before the date of assignment of any such Outputs.

To the extent an assignment of such Outputs should not be feasible, Supplier grants Syngenta, except where otherwise explicitly agreed in a Scope of Services, a royalty-free, perpetual, exclusive, transferable, sub-licensable and world-wide license to use, copy, modify, distribute, display, broadcast and create derivative works of such Outputs. 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 world-wide, royalty-free, perpetual, exclusive, transferable and sub-licensable license to use, copy, modify, distribute, display, broadcast such derivative works.

Syngenta hereby grants to Supplier a non-exclusive, royalty free, worldwide licence for the duration of the Trial to use the Outputs for the sole purpose of the completion of the Trial.

16. Confidentiality

Supplier adheres to the terms of confidentiality as set forth in Exhibit C of the Supply Agreement. In addition, the Supplier agrees to keep confidential all Confidential Information for a period of ten (10) years from the date of termination of a Trial.

17. Warranties, Indemnity, Liability

Supplier warrants that:

- it owns or controls or has licensed rights to (as appropriate) its Background;
- it has and will continue to have the right to use or permit use of its Background for the purposes of carrying out each Trial;
- the contracts of employment or engagement (as the case may be) of its Supplier Personnel who work on each Trial, shall provide that all IP arising from each Scope of Services, save for improvements made by Supplier to its Background, shall vest in Supplier to allow Supplier to assign IP rights, to Syngenta.
- it has full capacity and authority and all necessary consents, to enter into and perform the obligations contained in this Agreement and its obligations shall be executed by duly authorised Supplier Personnel and, where appropriate, it will ensure that Supplier Personnel are properly supervised in performing their duties under each Scope of Services;
- Supplier undertakes that it has the necessary facilities to carry out the Services and, where the Trial must be GLP or GEP compliant, that its testing facility is GLP or GEP approved by the relevant

government body and will remain so approved during the period of any Trial; to the extent that specifications are defined in this Agreement or the Scope of Services, to meet these specifications;
- the Outputs rendered by Supplier are free of third party rights which exclude or impact their use by Syngenta.

The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law. Such exclusion shall not, however, cover fraud.

18. Term

This General SOW shall be effective as per the 14.03.2022 ("Effective Date") and remain in force until all Trials have been successfully concluded and reported at the Deadline set forth in the Operational SOW.

19. Law and Jurisdiction

19.1 This Agreement shall be subject to Germany law, without any regard to its conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) shall not apply.

19.2 All disputes arising in connection with this SOW shall be submitted to the exclusive jurisdiction of the ordinary courts of law, with the right of appeals.

In witness whereof, the Parties have executed this SOW in two original copies on the date written below:

Signed for and on behalf of **Syngenta Agro GmbH**	Signed for and on behalf of **Research Institute of Horticulture, Skierniewice**
Name: ppa Dr. Anja Pires **Job Title: CP Business Unit Head DACH** **Location: Frankfurt am Main/ Germany** **Date:**	**Name: Prof. dr hab. Dorota Konopacka** **Job Title: Head of the Institute** **Location: Skierniewice/ Poland** **Date:**
Name: ppa Klaus Stolze **Job Title: External Trialing Lead** **Location: Frankfurt am Main/ Germany** **Date:**	

EXHIBIT A – OPERATIONAL SOW ("OPERATIONAL SOW")

1 Trials

The Supplier will conduct 11 (eleven) trials (collectively "Trials") following protocol(s) provided by Syngenta (Unique-Id. of protocols as outlined in Attachment 1) with the targets and crops as outlined in Attachment 1. Three (3) of these trials will be conducted by Department of Phytopathology (Vegetables), six (6) trials by Department of Phytopathology (Orchard, Fruits) and two (2) Department of Plant Protection, Entomology.

Number of treatments and replications will be as described in Attachment 1.

Experimental data and final reports ("Results") will be delivered to Syngenta using ARM (Syngenta Cloud Version) DAT-files based on PRT- files provided by Syngenta. Those Results will be written in English or local language as required by Syngenta.

During the Trial process, Syngenta may request adjustments or the cancellation of the Trial. In this case the Supplier will take all actions to minimize the costs impact. Syngenta will be then charged works already completed. If it occurs that additional works are required, the price will be adjusted accordingly with the consent of Syngenta.

The Supplier grants no other explicit or implicit guarantee, nor does it assume any other implicit or explicit liability beyond what is described in the Agreement.

2 Timelines

2.1 The Supplier agrees to below mentioned timelines, in addition to those outlined in Attachment 1:

DAT-file must be updated in Syngenta cloud no later than 14 days after each event (if the cloud is not available, send by email).

Interim (if applicable) and Final Reports (DAT-file) need to be submitted no later than as described in Attachment 1 and the Supplier shall inform Syngenta by email. Below the definition of Interim and Final is given:

- **Interim**
  - Content as stated in protocol instructions.
  - If not defined in protocol: all data related information and comments available at this date.
  - Trial status to be set to INTERIM once this data is contained correctly in the data set (not before). The interim status allows the data analysis for the contained results.
- **Final:**
  - all data, comments and conclusions.
  - Trial status to be set to FINAL

2.2 Deadlines will be communicated during work placement and it is responsibility of the Supplier to assess feasibility and feedback if dates can't be met. In case of an unexpected delay the Supplier shall inform Syngenta as soon as possible and the Parties shall discuss next steps.

Agreement will be found to either postpone the deadline to have the full dataset or accept the partial dataset to be delivered at deadline, in which case additional data will be submitted timely afterwards, as available.

If the Final Report is expected not to be ready according to the timelines as specified in Attachment 1 Syngenta reserves the right to reduce the agreed payment amount or to terminate this Operational SOW with immediate effect without further payment.

Upon the termination of this Operational SOW the Supplier will immediately deliver to Syngenta (or destroy at Syngenta's option) all copies of the Confidential Information and all other correspondence, documents, specifications, and any other property related thereto which is in the Supplier's possession or control.

3 Starting Materials for the Trials

3.1 The Starting Materials (incl. products) necessary for the Trials as described in Attachment 1 will be provided by the Supplier. In case this might be not possible the Starting Materials will be supplied by Syngenta.

3.2 Syngenta will provide relevant test formulations for trial conduct free of charge. Those products which are possible to be purchased in the country of the Supplier could also be purchased locally by the Supplier.

4 Quality Assessment

At the end of the season Parties shall discuss the trial quality in a review meeting using the following scale to assess the trials performed by the Supplier.

Value	Success	Report Quality	Deadline Conformity
4	Target level o.k., solid difference btw. UT and T	No or some corrections to be requested, however quickly solved	Before or at deadline
3	Target at low level, esp. Difference btw. Check and Treatments small	Corrections necessary which needed clarifications in the field site	Within 1 week after
2	Partly usable (Phytotoxicity results)	Major amount of corrections, could only be solved via ticket	Btw. 1 and 2 weeks after
1	Not usable	Major amount of corrections or questions, export/ upload to database not possible	Later than 2 weeks after

5 Payment Schedule

5.1 Cost of each single Trial will be as indicated in Attachment 1 and total charges for the Trials and Outputs (incl. Results) shall not exceed € 82'280 (€ 21.450 for Department of Phytopathology ,Vegetables/, € 49.080 for Department of Phytopathology, Orchard, Fruits/ and € 11.750 Department of Plant Protectio, Entomology.) (VAT excluded). These costs are the complete costs ("Remuneration") and no further costs shall be raised by the Supplier. Should under exceptional circumstances any additional costs or expenses arise then these costs or expenses must be agreed in advance in writing with Syngenta.

The payment schedule is the following:

Event	%	**Amount (Euro) Total**
Signature of Contract, placement of order Vegetables Orchard, Fruits Entomology	50	 10'725, - € 24'540, - € 5'875, - €
Final Payment (after completion of delivery) Vegetables Orchard, Fruits Entomology	50	 10'725, - € 24'540, - € 5'875, - €
Total Remuneration (Euro)	100	82'280, - €

5.2 In case of substantial deviation from the expected data and reports specified in the protocols, and without any influence of unexpected factors like climate that is outside the supplier control, Syngenta will be allowed to reduce the agreed payment amount.

	Reduction applicable * (indicative)
Main Target not present or insufficient pressure and no secondary target assessed	20%-50%
Mistake in trial execution or deviations to protocol: **- with minor negative impact on trial results** **- with major negative impact on trial results** *Examples:* *- No adequate trial placement* *- No trial placement* *- inadequate crop variety (e.g. resistant)* *- Error in maintenance* *- The protocol instructions are not followed, wrongly implemented or deviations are not justified (e.g. application or assessment timings)* *- Complete or partial destruction of the trial before finish*	 5%-25% 25%-100%

* depending on activities performed and effective workload, after consultation in good faith between the parties.

5.3 The Charges shall be invoiced by Supplier at such dates as the Parties have agreed in this section. All amounts mentioned in this Agreement are exclusive of any VAT, which if applicable, will be paid upon receipt of a valid VAT invoice. Where Supplier issues invoices electronically to Syngenta, the Syngenta procedure stipulated in the Electronic Invoicing Requirements which can be found here: https://www.syngenta.com/en/company/supplier-center/invoicing. Physical invoices can be posted at the address detailed on the Syngenta Purchase Order. The invoices will be paid 60 days after date of receipt by Syngenta.

6 Term

This Operational SOW shall be effective as per 14/03/2022 ("Effective Date") and remain in force until all Trials have been successfully concluded and reported at the Deadline set forth in Attachment 1 (last column) the latest ("Term"). In case of any defects in the Results and/or Services the Term shall be extended according to Section 6 of the Supply Agreement and the Remuneration of Syngenta shall be withheld until all defects in the Results or Services are cured.

Attachment 1 to Operational SOW

PL T	MP Shortnan	MP Owner	t	C	Site / Compa	Trial n	Site Ty	Plot F	Trial P	Crop N	Target Name TR	C-	P T	P D	P A	P CFF	P I	P C	P D	P Sta	P Mi	Uni	P Interim D	P Final Dat
BST	PDPF06RC-2022U	Di Bianco, Domenico	Efficacy trials to evaluate Isabion to mitigate frost damage in spring in pome fruits - field	PL	Fruits Skiernie wice	IS105	FIELD	250	6000	APPLE		C-	6	4	1	Yes	Yes	Yes	No	RACOBL	30	SQUAR	15-Jun-2022	30-Sep-2022
BST	PDPF06RC-2022U	Di Bianco, Domenico	Efficacy trials to evaluate Isabion to mitigate frost damage in spring in pome fruits - field	PL	Fruits Skiernie wice	IS106	FIELD	270	6480	ORIENTAL PEAR		C-	6	4	1	Yes	Yes	Yes	No	RACOBL	30	SQUAR	15-Jun-2022	30-Sep-2022
SpFu	FDAP31RC-2022U	San Andres, Victoria	Registration trials with Elatus Plus (A15457H) on apple against scab EAME 2022 - Efficacy	PL	Fruits Skiernie wice	IS101	FIELD	250	9000	APPLE	VENTURIA INAEQUALIS	C-	9	4	12	Yes	No	Yes	No	RACOBL	4	TREE	31-Aug-2022	15-Oct-2022
SpFu	FDAP30RC-2022U	San Andres, Victoria	Registration trials with Elatus Plus (A15457H) in apple against PM EAME 2022 - Efficacy	PL	Fruits Skiernie wice	IS102	FIELD	250	9000	APPLE, PE	PODOSPHAERA LEUCOTRICHA	C-	9	4	12	Yes	No	Yes	No	RACOBL	3	TREE	30-Sep-2022	15-Oct-2022
BCF-Sp	FDPF26RC-2022U	Sowinski, Grzegorz	Profiling and registration trials with A20881A and other phosphonates in apple against scab EAME - 2022	PL	Fruits Skiernie wice	IS103	FIELD	250	9000	APPLE	VENTURIA INAEQUALIS	C-	9	4	10	Yes	No	Yes	No	RACOBL	5	TREE	31-Aug-2022	30-Nov-2022
BCF-Sp	FDPF80RC-2022U	Zuffa, Marco	LEX Taegro A20570A in EAME, 2022: Registration trials on pome fruits against storage diseases	PL	Fruits Skiernie wice	IS104	FIELD	300	9600	APPLE, PE	GLOEOSPORIUM SP., PENICILLIUM	C-	8	4	5	Yes	Yes	Yes	No	RACOBL	3	TREE	20-Oct-2022	10-Mar-2023
IC	IDRU01BB-2022I	Amor, Fermin	Profiling – Efficacy of Spiropidion 300 SC (A20262B) and Spiropidion 100 SC (A19526X) against Amphorophora idaei in	PL	Insects Skiernie wice	II102	FIELD	190	6080	WILD RAS	AMPHOROPHORA IDAEI	B-	8	4	1	Yes	No	Yes	No	RACOBL	10	PLANT	01-Sep-2022	01-Oct-2022
IC	IDCR01RB-2022U	Amor, Fermin	Profiling – Efficacy of Spiropidion 300 SC (A20262B) and Spiropidion 100 SC (A19526X) against Myzus cerasi in cherries	PL	Insects Skiernie wice	II103	FIELD	210	5670	CHERRY	MYZUS CERASI	B-	9	3	1	Yes	No	Yes	No	RACOBL	2	TREE	01-Jul-2022	01-Sep-2022
BCF-Sp	FDTO51RC-2022I	Arnsek, Simon	Basic substances - Evaluation for Disease control in EU 2022 - Tomato in open field Alternaria & Phytophthora	PL	Vegetables Skiernie	IW101	FIELD	162.5	7150	TOMATO	ALTERNARIA SOLANI, ALTERNARIA	C-	11	4	6	Yes	No	Yes	No	RACOBL	15	SQUAR	30-Sep-2022	30-Nov-2022
BCF-Sp	FDCU50RC-2022I	Arnsek, Simon	Basic substances - Evaluation for Disease control in EU 2022 - cucumber PM GH	PL	Vegetables Skiernie	IW102	GREENHOUSE	162.5	7150	CUCUMBE	GOLOVINOMYCES CICHORACEAR	C-	11	4	6	Yes	No	Yes	No	RACOBL	5	PLANT	30-Sep-2022	30-Nov-2022
BCF-Sp	FDTO50RC-2022I	Arnsek, Simon	Basic substances - Evaluation for Disease control in EU 2022 - Tomato PM in GH	PL	Vegetables Skiernie	IW103	GREENHOUSE	162.5	7150	TOMATO	OIDIUM NEOLYCOPERSICI,	C-	11	4	5	Yes	No	Yes	No	RACOBL	10	SQUAR	15-Oct-2022	30-Nov-2022

EXHIBIT B – SYNGENTA POLICY: 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 behaviour. 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 behaviour

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 behaviours 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@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@syngenta.com and we'll do our best to help.

EXHIBIT C – 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 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 SOW; 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 SOW.

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 or a SOW, 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.

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 D – 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 a SOW 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 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.