

Bay G.A.P. Verify – Standard terms and conditions

The Bayer G.A.P. Verify web application (“application”) is operated by Bayer CropScience Limited and its affiliates (hereinafter collectively referred to as “Facilitator”) which would help farmers to provide information on their farm produce and become more aware and capable in meeting the expectations of purchasers of farm produce and give them opportunity to get a better price for their farm produce. The application would also help purchasers to better meet their expectations and requirements of farm produce to be purchased.

These Terms of Service (hereinafter "T&C") create a legal agreement between Purchaser and Facilitator pursuant to a specific request made by the Purchaser to the Facilitator to receive the application services, including updates, new versions and any other messages pertaining to the requested application. By accessing, browsing, using, subscribing to, or registering for the application, or any other explicit acceptance of these T&C, the Purchaser acknowledges that it has the power and authority to enter into these T&C and have read, understood, and agree to be bound by these T&C. In case the Purchaser does not understand or agree to these T&C, it is advised that the Purchaser does not register for or use the application.

I. Role of Facilitator

- i. The application shall have farmers and purchasers of farm produce present on the application as enabled by the Facilitator. Facilitator shall strive that genuine farmers producing farm produce are present on the application.
- ii. Purchaser of farm produce (“Purchaser”) may have prior expectations regarding the nature and manner of farm produce it wishes to purchase. Facilitator shall work with farmers to facilitate the meeting of prior expectations of Purchaser to facilitate the fulfilment of expectations of Purchaser as regards the nature and manner of farm produce it seeks to purchase. The nature of such work will include providing training modules to the farmers, collecting appropriate information from farmer which would include physical interaction with farmer and visits to the farm for the purpose of helping Purchaser to meet its expectations as regards the nature and manner of farm produce it seeks to purchase.
- iii. Facilitator, in connection with its role, shall do its best to enable Purchaser to have access to various information on or through the application as shall be of help to Purchaser to purchase farm produce as in the nature and manner required by it.

II. Role of Purchaser

- i. Purchaser joining the application would select or indicate the parameters or expectations it has as regards the nature and manner of farm produce it seeks to purchase.
- ii. Purchaser, in connection with the aims and functions of the application, would be accessing the various manner of information and data available on the application towards fulfilment of its expectations with respect to the nature and manner of farm produce it would be purchasing utilising the application.

- iii. Purchaser acknowledges that the services provided by Facilitator by and through the application would be of such nature and manner involving remote verification and physical interaction with farmer as required with respect to fulfilment of purchaser's targets, prior expectations as regards the nature and manner of farm produce it seeks to purchase.
- iv. Purchaser acknowledges that it would be purchasing directly from the farmer and the role of Facilitator is in the capacity of facilitating the meeting of targets and expectations of Purchaser through various tasks and services being undertaken by Facilitator in connection with the same.
- v. Purchaser agrees and acknowledges that if there is any breach on part of farmer as regards the T&C directly entered into by farmer and Purchaser, then Facilitator shall not bear responsibility or liability to the Purchaser for any actions or omissions of the farmer, or any failure or delay in performing or observing its duties in accordance with the terms thereof.
- vi. Purchaser acknowledges that Facilitator, with the functions and operations that it undertakes, has requisite expertise and competence to act as Facilitator in the present case.

III. Consideration

- i. Based on the role and tasks of Facilitator as also the nature and manner of information and uses available on the application, Purchaser acknowledges that the same is of service and benefit to Purchaser for which Purchaser agrees to pay charges. Such charges would be of two kinds:

- 1) Subscription charges for joining the application irrespective of whether the Purchaser actually makes any use or not of the benefits offered and present on the application. Such charges shall be payable in a single, annual subscription fee as indicated below. The Facilitator shall not be entitled to a refund of the Subscription fees already paid.

Category	Number of sourcing campaigns	Subscription fees (INR)*
Small Business	1-5	237,000
Medium Business	5-15	592,000
Large Business	15-25	948,000
Corporate	More than 25	Negotiable

** GST shall be charged, as applicable*

Sourcing campaign shall be defined as campaign launched by the Purchaser in the application for one crop in a season. It is clarified that a sourcing campaign can include up to 7 (seven) collection centers and maximum of 100 (hundred) farmers can participate in each sourcing campaign.

- 2) Commission fee for facilitating the purchase of products which shall be calculated basis the volumes purchased and, in the manner, agreed with the Facilitator.

- ii. The Purchaser and the Facilitator shall agree on the price and payment terms for the subscription and commission fee vide a commercial letter executed separately.

IV. Compliance with legal and administrative regime

Facilitator and Purchaser shall, particularly for the purposes of the application, comply with all rules, regulations, instructions and/or requirements as may be applicable in and under the applicable law and/or applicable administrative regime.

V. Employees & personnel

Purchaser with respect to any employee or personnel used in connection with the aims or functions of the application shall remain solely and exclusively responsible with respect to such employees or personnel. If the Facilitator has to incur costs or liability in connection with allegations made by or against any employee or personnel of the Purchaser in relation to the aims and functions of the application, then Purchaser would have to duly compensate the Facilitator.

VI. Termination & expiry

- i. Facilitator in its discretion can shut down the application or remove the application from any further use.
- ii. Facilitator while continuing the use of the application, in its discretion, can remove Purchaser from the application and/or discontinue the use of the application any further on part of Purchaser.
- iii. If the Purchaser commits a breach the T&C including non-payment of charges on part of Purchaser as in the manner required under this T&C, then the Facilitator shall require the Purchaser to remedy or remove such breach within a period of fifteen days from communication sent by the Facilitator. Failing such removal as aforesaid by the Purchaser, the Facilitator shall be at liberty to remove the Purchaser from the application.
- iv. Without prejudice to the generality of the contents of the paragraph immediately above, the Facilitator agree that in all cases of discontinuance of use of application, including the ones listed above; Purchaser will remain liable for any outstanding charges payable by him to Facilitator.

VII. Confidentiality

Except for such information, material, data or document, as is already in the public domain or has a sound case of requirement of disclosure or submission to the appropriate authorities or quarters under any statutory provision; the Purchaser shall keep confidential information, material, data or document relating to the Facilitator that it gets access to in relation to the T&C of this application.

VIII. Indemnification

- i. Purchaser acknowledges that any agreement it shall enter into with any farmer for the purposes of the application shall be directly between such farmer and itself and per the free will and consent of Purchaser itself. Purchaser acknowledges that if any issues or proceedings arise in relation to the agreement between farmer and Purchaser and if the Facilitator is required to contest such issues and proceedings, then Purchaser shall

compensate Facilitator for any costs, expenses or liability arising to Facilitator on account of the same.

- ii. The Purchaser directly or through employees, agents, representatives or personnel working or purportedly working, including omissions and commissions in relation thereto, breaches or is alleged to breach any law or any binding executive regulation or rule otherwise or misrepresents or is alleged to misrepresent in relation to this T&C or the aims and functions of the application or allegedly commits any wrong whether under statutory law or otherwise and if on account of the Purchaser, Facilitator incurs costs and liability; then such costs and liabilities shall be duly and promptly compensated and indemnified by the Purchaser in such alleged breach or misrepresentation or wrong as in the manner afore-stated.

IX. Intellectual property rights

Purchaser shall duly respect and recognise the intellectual property rights of the Facilitator and shall not undertake, or purport to undertake, anything whether directly or indirectly which infringes upon the intellectual property rights of the Facilitator.

X. Miscellaneous

- i. **Severability**: If any part or any provision of this T&C is or becomes illegal, invalid or unenforceable, then that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this T&C.
- ii. **Communications**: All communications under or in relation to this application shall be done in writing and be sent to the email address or the postal address provided for such purposes by the Facilitator as hereinbelow.

Email and postal address of Facilitator

Email: Irfan Khan <irfan.khan@bayer.com>

Bayer CropScience Limited
Bayer House, Hiranandani Estate,
Central Avenue
Thane- 400 607

- iii. **Force Majeure**: Facilitator shall not be liable for performing their obligations contemplated herein if such performance is impacted or affected in the event of occurrence of vandalism, law and order problem, public unrest, lockdown or restrictions on account of pandemic and like, or events like war, riots, strikes and acts of God and such events alone shall constitute Force Majeure.

- iv. **Waiver:** Failure by any of parties to exercise promptly any option or right granted, or to require strict performance of any obligation herein imposed shall not be deemed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein imposed.
- v. **Governing law and jurisdiction:** This T&C shall be governed by the laws of India. The courts at Mumbai shall have the exclusive jurisdiction to entertain any dispute or proceeding arising out of or in relation to this T&C.
- vi. **Use of application:** The Purchaser shall be provided with a username and password for access to the application. The Purchaser shall keep its password confidential. The Purchaser shall be solely responsible for maintaining the confidentiality of its account and password and for restricting access to its account, and the Purchaser shall be responsible for all activities that occur under its account or password. Purchaser shall be liable for the losses incurred by the Facilitator due to any unauthorized use of the account.
- vii. **Warranty Disclaimer:** The application is provided pursuant to a specific request made by the Purchaser and is provided on an "AS-IS" basis. The application may contain errors and other problems which may result in inability to use the application and loss of data. Purchaser will not act solely on the basis of the information provided by Facilitator, without independently verifying the same. Purchaser's use of the application is at its own risk. To the fullest extent permitted by applicable law, regulation, rule or act, Purchaser disclaims any and all warranties, written, spoken or implied, including any warranties of title, merchantability, data, fitness for a particular purpose, non-interference with or non-infringement of any intellectual property rights, or the accuracy, quality or content in or linked to the application, and those arising from a course of dealing or usage of trade, with respect to the application. The Facilitator acknowledges that the application may be subject to operating errors or defects including, but not limited to loss of data, delays, non-deliveries, errors, system down time, misdeliveries, network or system outages, file corruption, or service interruptions. No such event will constitute a breach of this or any other contract on the part of the Facilitator, even if caused by the negligence or gross negligence of Facilitator or any of its affiliates, employees, agents, licensors or subcontractors.
- viii. **Updation:** Facilitator may amend these T&Cs at any time by posting an updated version on the application. The updated version of these T&C shall supersede the previous version of the T&C and take effect immediately upon its publishing on the application. It is recommended that the Purchaser to keep checking the T&C often to be familiar with any updates and changes. The Purchaser's continued use of the application after the posting of changes constitutes the Purchaser's binding acceptance of such changes.
- ix. **Support:** For any issues in relation to all or any part of the application, the Facilitator can reach out to the respective advisor in the State. The option can be accessed at the Support page in the application.
- x. **Waiver:** A provision of these T&C may be waived only by a written instrument executed by the waiving party. The failure of any party at any time to require performance of any provision of

these T&C will in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these T&C will not be construed as a continuing waiver of other breaches of the same provision or other provisions of these T&C.

- xi. **Independent Contractors:** Facilitator and Purchaser are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. These T&C will not be construed to create or imply any partnership, agency or joint venture, or employer-employee relationship.
- xii. **Entire Agreement:** These T&C, together with any pricing terms separately provided to the Purchaser as a part of the application, are the entire agreement between Facilitator and Purchaser relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these T&C made by Facilitator as allowed under these T&C.