

Annex 2: Syngenta's Policies

I Compliance Guide

Syngenta has set out the standards of conducting its business in its 3rd party ethics & integrity guides ("Compliance: A Guide For Third Parties").

Supplier agrees to provide Activities and/or Seeds in a manner that is consistent with our Compliance Guide, in particular it shall adhere to maintaining the highest standards of fairness, fair trade, honesty and integrity in its business.

Compliance Requirements

Doing the right thing - together

Supplier shall live up and comply to the Syngenta ethical standards as this is critical to the efficiency and reliability of Syngenta's operations.

Syngenta is committed to doing business with the highest possible standards of ethics and integrity. By upholding high standards, Syngenta ensures to maintain its good reputation, meet legal and regulatory requirements worldwide and build a firm foundation for future growth. When Syngenta needs to involve Third Parties, Syngenta requires that the same standards apply also to the Third Parties.

Syngenta has produced this guide to provide Supplier with the following minimum compliance standards which Supplier has to adhere to and shall ensure during the Manufacture of Product according to the Agreement. Supplier shall follow the principles set forth below so that legally, ethically and morally, Syngenta and Supplier are living up and comply to the same standards.

Supplier may already have its own ethical policies and procedures in place. Syngenta is not asking to replace any of Supplier's existing policies or contractual obligations. The aim of this guide is to share the Syngenta standards and principles with Supplier. Supplier shall act in accordance with them as well and live up to and comply with them as well.

- I. 'Third Parties', shall mean people or companies who supply products or services either to Syngenta or on Syngenta's behalf.
- II. '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. Supplier will not allow bribery, kickbacks or other unofficial payments

Syngenta is committed to conducting business properly with full transparency and without engaging in any form of bribery or other corrupt behavior. Supplier must not offer or accept bribes to obtain an undue or improper advantage for Syngenta.

Supplier shall be committed and apply the following principles:

A: Supplier will not pay bribes

Bribery goes against the Syngenta values. Supplier shall not pay, offer to pay or receive bribes in any form, including kickbacks and other unofficial or improper payments.

B: Supplier will 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: Supplier will not allow facilitation payments

Supplier 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: Supplier will not make any distinction between public and private bribery

Supplier shall not support bribery, whether it's to public officials, private business partners or members of their family.

E: Supplier shall keep records of business dealings

When Supplier supplies products or services to Syngenta, Supplier shall keep proper written records of this work. On occasion, Syngenta – or parties appointed by Syngenta – may request to see these records in order to check them.

2. Gifts and entertainment must not influence business decisions

While Syngenta recognizes 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.

Supplier ensures not to offer to a Syngenta employee, a government or public official or to any other party on Syngenta's behalf any gift or entertainment which is inappropriate, excessive or could be seen as attempting to improperly influence a business decision.

3. Supplier 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.

Supplier shall support anti-fraud stance and help Syngenta in any investigation of suspected fraud that involves or impacts the business with Syngenta.

4. Supplier will not condone, facilitate or support money laundering

Syngenta only conducts business with reputable third parties who are involved in legitimate business dealings, using funds derived from legitimate sources.

Supplier must comply with all applicable laws and regulations that prohibit money laundering. Syngenta business shall not be misused for money laundering purposes.

5. Supplier shall avoid conflicts of interest

All business transactions must be conducted with the best interests of Syngenta in mind.

Supplier must not benefit improperly through its relationships with Syngenta employees.

Equally, no Syngenta employee may personally benefit in an improper way from a relationship with another individual or organization.

6. Supplier shall 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.

Supplier must ensure that its business for Syngenta or 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. Supplier shall be committed to safe working conditions

Syngenta is committed to ensuring the safety of our employees and complying with all applicable health and safety laws and regulations.

Supplier shall 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 Supplier's control.

8. Supplier shall comply with environmental standards

Syngenta aims to minimize the environmental impact of our operations by complying with all applicable laws, international guidelines and industry standards.

Supplier must comply with all applicable environmental laws, guidelines and standards relevant to operations, whether at your own premises or those of Syngenta.

9. Supplier shall respect trade controls and economic sanctions

Syngenta follows 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, Supplier shall respect all relevant trade controls and economic sanctions.

10. Supplier shall source materials responsibly

Syngenta is committed to sourcing all materials used in our business responsibly.

Supplier shall take a similarly responsible approach. This includes implementing supply chain due diligence policies and making sure that the remuneration Supplier is paying 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. Supplier shall respect intellectual property and confidential information

Syngenta shall retain the ownership of all intellectual property that Syngenta is creating. Supplier must respect intellectual property rights and safeguard Syngenta confidential information, customer and employee information.

Supplier should only use Syngenta information and property (including equipment, drawings and specifications) for the purpose of the Agreement.

Supplier shall 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. Supplier shall respect data privacy

Syngenta shall take strict measures to protect the data in its care.

Supplier shall 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.

Supplier shall not transfer, sell or trade personal information with other Third Parties.

13. Subcontractors must uphold the same standards

Syngenta requires subcontractors working on Syngenta's behalf to ensure that they comply with the Syngenta standards.

Supplier shall make sure that any subcontractors that will carry out business for Syngenta also comply with the Syngenta standards. In addition, Supplier must notify Syngenta in writing prior to using subcontractors, and the use of contractors must be expressly permitted by the Agreement.

How to report/raise concerns

Syngenta takes compliance with this guide seriously. In case Supplier suspects that somebody is not complying with the principles of this guide then Supplier shall be committed to inform Syngenta immediately per

email to Syngenta.compliance@syngenta.com

Any questions?

In case of questions Supplier shall liaise with its usual contact at Syngenta or per email syngenta.compliance@syngenta.com.

II Minimum Requirements of Suppliers

1 Introduction

Syngenta has committed to upholding the principles set out in the Universal Declaration of Human Rights of the United Nations and the International Labour Organization's Core Conventions. These include: freedom of association; the right to organize and collective bargaining; non-discriminatory remuneration; and minimum working age. The core conventions forbid practices such as unlawful discrimination, child labour, bonded labour and slavery. This Annex is based on the key rules and regulations which apply within Syngenta and which implement the above commitments which are specified in detail in Sections 22 to 24 of the Syngenta Code of Conduct. This Annex forms an integral and binding part of the contractual relationship between Syngenta and the Supplier.

2 Freedom of Association and Collective Bargaining

- Where recognized in accordance with local laws, the Supplier shall recognize unions and collective worker representations for collective bargaining and negotiation purposes regarding the terms and conditions of employment.
- No employee or employee representative of the Supplier must be subject to discharge, discrimination, harassment, intimidation or retaliation for exercising his or her lawful right to associate or bargain collectively.

3 Working Hours / Wages & Benefits / Conditions of Work

- The regular working hours of the Supplier's employees must not exceed any limits defined by local laws. If there are no local laws requiring overtime payments, the Supplier must follow ILO regulations which require that any working hours in excess of 48 during any workweek must be voluntary and must be compensated at one and one quarter times the employee's regular rate.
- All employees of the Supplier must receive a wage no less than the national minimum wage.
- The Supplier shall ensure that all employees work in a safe environment at all premises under the Supplier's control.

- The Supplier shall comply with all applicable environmental rules, obligations and laws applicable to the operations at the Supplier's premises.

4 Child Labour

- The Supplier must not use any child labor. Child labor is considered any work or activity that interferes with the full time schooling of a child and/or is mentally, physically, socially or morally dangerous and harmful to children. In addition, the Supplier must not employ children younger than the legal minimum working age for children, and must not employ young person's to undertake dangerous or hazardous work.

5 Discrimination

- The Supplier shall ensure that hiring, placement, remuneration, advancement, training and disciplinary decisions within the Supplier are consistent with local law. If there are no local laws prohibiting discrimination in the workplace, Supplier agrees not to make any employment decisions on an individual's gender, age, nationality, ethnicity, race, color, creed, caste, language, disability, organizational membership, opinion, health status, marital status, maternity, sexual orientation, or the employee's civic, social, or political distinctiveness.

6 Illegal, Forced, Bonded & Compulsory Labour

- The Supplier must not use or benefit from any illegal labor, including illegal migrant labor, nor shall the Supplier use or benefit from any forced, compulsory and/or bonded labor.