

Purchase of Market Research Services Framework Agreement

between

Bayer Yakuhin, Ltd.
Breeze Tower 2-4-9, Umeda
530-0001 Osaka, Kita-ku
Japan

and

r4 Technologies, Inc.
38 Grove Street, Building C
06877 Ridgefield, Connecticut
United States of America

The Parties agree as follows:

Article 1 Definitions

Annex D contains a list of defined terms, which, when used in this Agreement shall have the respective meaning set forth in Annex D.

Article 2 The Parties` Primary Obligations

2.1 r4's obligations

This Agreement shall govern certain categories of Services as set forth in Annex Framework of Services, which Bayer may purchase from time to time from r4 under this Agreement. Binding individual purchase obligations shall only take effect on the basis of (i) the issuance of a PO or (ii) the execution by the Parties of a SoW substantially in the form of Annex SoW.

RESTRICTED

2.2 Remuneration, Payment, Taxes

- a) As consideration for the performance of the obligations set forth herein, Bayer shall pay to r4 the remuneration set forth in further detail in Annex P.
- b) All payments hereunder shall be invoiced and effected in accordance with the payment terms and instructions set forth in Annex P.
- c) The remuneration is exclusive of VAT. If VAT is legally owed by r4, VAT applies and shall be invoiced additionally by r4. VAT has to be paid by Bayer after receipt of a correct invoice, which meets all legal requirements according to the applicable tax law.

2.3 Subcontracting

Any subcontracting of the obligations set forth in this Agreement to a Third Party shall be subject, on a case-by-case basis to Bayer's prior written approval which may not be unreasonably withheld.

Article 3 Covenants

3.1 Confidentiality

- a) For the term of this Agreement and for a period of 10 years thereafter, the receiving Party shall keep strictly confidential and agrees not to disclose to any Third Party, or use for any purpose other than the performance of this Agreement, any Confidential Information without the prior written approval of the disclosing Party. The receiving Party shall only disclose Confidential Information to its employees, advisors or Affiliates to the extent they need to know it to implement this Agreement, provided that the respective employee, advisor or Affiliate, in each case, is under substantially the same confidentiality obligation as set forth in this Agreement.
- b) The confidentiality obligations shall not apply to the extent that the receiving Party or its Affiliates, employees or advisors are required to disclose Confidential Information under Applicable Laws; provided that the receiving Party shall (unless otherwise prohibited) give prior written notice thereof to the disclosing Party and sufficient opportunity and collaboration to prevent or limit any such disclosure or to request confidential treatment thereof.
- c) Upon request by the disclosing Party, the receiving Party shall either return, delete or destroy Confidential Information. However, this obligation shall not apply to one copy of the Confidential Information stored in a secure place for the sole purpose of evidence as well as copies of Confidential Information, which are required to be retained under Applicable Laws or copies which have been created by automatic backup systems, provided that the confidentiality obligations herein shall continue to apply.

3.2 Compliance with Applicable Laws

In connection with the implementation of this Agreement, the Parties shall comply with all Applicable Laws. The Parties shall inform each other if they become aware of violations of Applicable Laws in relation to the implementation of this Agreement. Bayer shall be entitled to evaluate the compliance of r4, either by assessment (online, paper questionnaire, etc.) or by an onsite audit upon reasonable notice.

3.3 Sustainability

The Supplier is expected to organize its business with Bayer in line with the Bayer Supplier Code of Conduct which can be accessed through the following link:

<https://www.bayer.com/en/procurement/supplier-code-of-conduct>.

Bayer shall have the right to evaluate the sustainability performance of the supplier, either by assessment (online, paper questionnaire, etc.) or by an onsite audit upon reasonable notice. In addition, Bayer shall have the right to apply specific evaluation methods for relevant sustainability topics included in the Bayer Supplier Code of Conduct, such as greenhouse gas emissions and human rights. These evaluations will be executed directly by Bayer or by a third party and are evaluated by comparing it with the Bayer Supplier Code of Conduct principles.

3.4 Insurance

r4 shall maintain insurance coverage as set forth in Annex I.

3.5 Interaction with Healthcare Professionals

r4 shall not interact with any Healthcare Professionals ("HCx") (i) on behalf of Bayer, or (ii) in order to provide Products or Services to Bayer, in each case without the prior written consent of Bayer, and in view of Applicable Laws, without agreeing upon further reasonable terms and conditions regarding such interaction.

3.6 Intellectual Property Rights

The Parties agree on the ownership and use rights according to Annex IPR.

3.7 Labor Law Matters

The Parties shall perform the labor law specific obligations set forth in Annex L.

3.8 Further Covenants

The Parties agree to the additional covenants set out in Annex FC.

Article 4 Representations and Warranties

4.1 Representations and Warranties

- a) By r4. r4 represents and warrants that it will provide the services hereunder in a good and workmanlike manner. OTHERWISE, r4 DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION AND/OR DATA ACCURACY. r4 DOES NOT WARRANT THAT THE SERVICES PROVIDED BY r4 OR ANY OF ITS SUBCONTRACTORS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. r4'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, BREACHES OF SECURITY AND OTHER PROBLEMS INHERENT TO THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS.
- b) By Bayer. Bayer represents and warrants that all Bayer Content includes any and all proprietary notices of third parties and contains no material that violates the rights of any third party or that gives rise to any claim of such violation, including, without limitation, claims of libel, slander, defamation, violation of privacy, publicity, identity, or claims of infringement of any trademark, service mark, trade name, copyright, or other proprietary right. Bayer further represents and warrants that Bayer's use of the Bayer Content does not violate the rights of any third party or give rise to any claim of such violation, including, without limitation, claims of infringement of any trademark, service mark, trade name, or other proprietary right.r4

4.2 Liability, Remedies

- a) In the event of a breach of any of the obligations, covenants or representations and warranties set forth in this Agreement, the Party not in breach shall first give the other Party the opportunity to remedy the breach within a reasonable period of time, provided the breach is capable of being cured and such opportunity is appropriate..
- b) Should the breaching Party fail to cure such breach or shall no opportunity for remedy be feasible or appropriate, then the other Party shall be entitled to (i) in case of a breach of representations or warranties reasonably reduce the remuneration or withdraw from the underlying purchase and (ii) to receive compensation from the breaching Party for any Damages incurred as a consequence of the breach.

4.3 Limitations of Liability

- a) Notwithstanding anything provided for in this Agreement, a Party's liability under this Agreement shall be limited to fees paid to r4 during the 12 months immediately preceding the event giving rise to the action.

- b) Nothing in this Agreement shall exclude or limit a Party's liability (i) as a result of such Party's willful misconduct, tort or gross negligence, (ii) as a result of the death, an injury or damage to human health caused by such Party, or (iii) for other matters, for which liability, under the Applicable Laws, cannot be lawfully excluded or limited.
- c) In no event shall either Party be liable for any consequential, incidental, special, exemplary or punitive damages under this Agreement or relating to the Services, including but not limited to any lost profits or loss of data even if informed of the possibility of such damages. Any action by either Party must be brought within one (1) year after the cause of action arose.

4.4 Exclusive Remedies

Without prejudice to the termination rights set forth in this Agreement, the remedies set forth in this Agreement for breach of the obligations, covenants, representations and warranties are in lieu of all other remedies provided for under Applicable Laws and the Parties hereby disclaim all other representations and warranties, whether express or implied, including implied representations and warranties of merchantability and/or fitness for a particular use and/or purpose to the extent legally possible.

Article 5 Term and Termination

5.1 Term

This Agreement shall start upon signature and/or an equivalent local act under Applicable Laws by both Parties and unless earlier terminated as provided herein, shall have an initial term of three (3) years. Thereafter, the Agreement shall automatically renew for successive periods of 12 months, unless terminated by one of the Parties with 3.00 months' prior written notice to the end of the initial period or any successive period.

5.2 Termination / Survival of Open POs/SoWs

- a) Unless expressly stated otherwise therein, the expiration or termination of this Agreement does not affect the validity of individual PO/SoWs issued by Bayer or any Bayer Affiliate, as the case may be, with reference to this Agreement, and this Agreement (but solely with respect to such PO/SoWs) shall continue until the expiration date of such PO/SoW; however such PO/SoWs may be terminated separately in accordance with the relevant terms and conditions.
- b) Each Party may, without prejudice to any other right or remedy under this Agreement or otherwise, terminate any individual PO or SoW hereunder, as applicable, according to the Material Breach-provisions (including provisions for cure) applicable to this Agreement.

5.3 Extraordinary termination rights

- a) Each Party may, without prejudice to any other right or remedy under this Agreement or Applicable Laws, terminate this Agreement with immediate effect by giving unilateral written notice, if the other Party has materially breached this Agreement and such breach has not been cured within 20 Business Days following written notice from the terminating Party or, if not capable of being cured within said 20 Business Days period, immediately. A material breach includes, but is not limited to, a significant breach of representations and warranties under this Agreement.
- b) Each Party may, without prejudice to any other right or remedy under this Agreement or Applicable Laws, terminate this Agreement by giving unilateral written notice in case of (i) the filing of a voluntary or involuntary petition in bankruptcy by or against the other Party or (ii) the liquidation of the other Party.

5.4 Force Majeure

Where a Party is unable, wholly or in part, by reason of a Force Majeure Event to carry out its obligations under this Agreement, the non-performing Party shall be exempt from liability for non-performance of its duties and obligations pursuant to this Agreement (excluding obligations to effect payments) due to such Force Majeure Event, provided that the non-performing Party notifies the other Party in writing within 15 Business Days of the existence of such Force Majeure Event. The other Party shall be entitled to take all appropriate steps to mitigate the effects of the Force Majeure Event. If, after 1 month following notification of the Force Majeure Event, such condition persists, the other Party may terminate this Agreement in whole or in part, to the extent affected by the Force Majeure Event. Otherwise, Bayer and r4 shall agree upon a reasonable resumption of this Agreement.

5.5 Effect of Termination

In the event of a termination of this Agreement or any PO or SoW referencing this Agreement, as the case may be, entirely or partially,

- a) Bayer's only responsibility to r4 shall be to pay r4 for Services actually performed through the effective date of termination and to reimburse r4 for permitted expenses actually incurred by r4 during such time which cannot be terminated, cancelled or reasonably used for other purposes by r4. In any case r4 shall use, after notification of termination, reasonable commercial efforts to avoid the occurrence of any further costs which do not correspond to a benefit for Bayer and to redirect any planned capacities and expenses, and
- b) Bayer shall have no liability or obligation to r4 for any lost costs, including lost opportunity, lost overhead or lost profits for terminating the Agreement or any purchase order or statement of work referencing this Agreement and r4 shall have no other remedy other than that expressly provided herein.

Article 6 **Miscellaneous**

6.1 Use of Affiliates

Unless stipulated otherwise in this Agreement, the use of Affiliates or such Affiliates' right to exercise rights and perform obligations under this Agreement shall be subject to the other Party's prior written consent, which shall not be unreasonably withheld. *Inter alia*, regulatory requirements or specific confidentiality interests shall be considered reasonable to withhold such consent. In addition, in each case where an act or omission is required by a Party's Affiliate pursuant to this Agreement, (i) such Party shall cause and compel such Affiliate to perform such obligation and comply with the terms of this Agreement and (ii) any breach of the terms or conditions of this Agreement by such Affiliate shall be deemed a breach by such Party of such terms or conditions.

6.2 Assignability

This Agreement or any rights or obligations under this Agreement may not be assigned in full or in part by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Each Party may, however, assign this Agreement to any Affiliate of such Party, or to a Third Party in connection with the sale or transfer of all or substantially all of (i) its business, (ii) a given business unit or (iii) a given site, or in connection with a merger or other consolidation of a Party or any of its Affiliates with a Third Party.

6.3 Severability

If a provision of this Agreement is found by any Governmental Authority to be wholly or partly illegal, invalid, void, voidable or unenforceable, it shall, to the extent of such illegality, invalidity, voidness, voidability or unenforceability be deemed severable and the remaining provisions shall continue in full force and effect.

6.4 Governing Law

This Agreement and all matters relating to this Agreement shall be governed by and construed in accordance with the laws of New York (without giving effect to the choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG)).

6.5 Dispute Resolution

The exclusive jurisdiction for any claim or matter, whether of a contractual or a non-contractual nature, arising under or in connection with this Agreement shall be finally settled by the competent courts of the country in which Bayer is incorporated.

6.6 Entire Agreement, Amendments

- a) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. Any reference to standard terms and conditions by either of the Parties is considered void.
- b) This Agreement, including this provision, may only be amended either (i) by a written instrument duly executed by the Parties (ii) or in the form pursuant to which this Agreement was signed.
- c) This Agreement may be executed by electronic signature in portable document format (.pdf) and constitutes an original for all purposes.
- d) Provided that this Agreement should be signed in bi-lingual form and the English version should differ from the version in the respective other language, the English version shall prevail.
- e) The Parties agree that any additional or different terms and conditions proposed by a Party (except for any terms and conditions contained in any document incorporated by reference into a PO, Order Form or SoW or any other general terms and conditions of a Party) are hereby objected to and rejected by the other Party and shall be deemed a material alteration, which shall not be valid unless expressly assented to in writing by the other Party. Furthermore, no Party shall be bound by any “disclaimers” or “click to approve” terms or conditions now or hereafter contained in any website used in connection with the Products/Services or the PO/SoW. The course of dealing and conduct of the Parties shall not cause a result contrary to that specified herein.

r4 Technologies, Inc.

Matthew Breitenbach

3/29/2022

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Matthew Breitenbach

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Annex FC – Further Covenants

1. Further Definitions

- 1.1. **PMR or Primary Market Research** means data collected from its original source and generally gathered for a specific purpose defined by Bayer before conducting the study.
- 1.2. **SMR or Secondary Market Research** means data and reports based on previously gathered information from original sources and owned by R4. The result of such research is provided in the form of reports, presentations, raw data etc. and usually made available in open market for anyone to purchase.
- 1.3. **Syndicated Studies** are a part of **SMR** and mean research studies which are conducted and funded by R4 but not specific for Bayer. The result of such research is provided in the form of reports, presentations, raw data etc. and usually made available in open market for anyone to purchase.

2. Research purpose

- 2.1. Market Research services performed for Bayer under this Agreement must be kept separate from any form of promotional intent or selling purpose. They must not be a vehicle for disguised promotion.

3. Anti-bribery

- 3.1. r4 has not made or provided, and will not make or provide any payment or benefit, directly or indirectly, in a manner inconsistent with applicable laws and regulations including all applicable anti-bribery laws, to government officials, Bayer employees, customers, business partners, healthcare professionals or any other person in order to secure an improper benefit or unfair business advantage, affect private or official decision-making, affect prescription behavior, or induce someone to breach professional duties or standards.

4. Consent

- 4.1. r4 shall ensure that respondents give their informed consent before information is collected from them. That consent must be free (voluntary and able to be withdrawn at any time), specific (relating to one or more identified purposes), and informed (in full awareness of all relevant consequences of giving consent). Only personal data that is necessary for the research purpose must be collected as part of the Services. Information detailing an individual's physical or mental health is classified as 'sensitive personal data' under the Data Protection Directive and requires explicit consent of the respective respondent for its use. r4 will document and file respondents consent at least until the end of each primary market research project, if not otherwise required by law.

- 4.2. In Germany, in case of long term or longitudinal research, informed consent shall be gained from the respective respondents on a regular basis as laid out in the respectively valid version of the EphMRA Code of Conduct.

- 4.3. Conflict of interest

In the event r4 provides Services in connection with any products, brands or compounds (whether marketed or in development) competing such that they offer an alternative to any Bayer products, brands or compounds in the specific engagement and geography and for which r4 has received from Bayer Confidential Information ("Competitive Services") in furtherance of the confidentiality provisions of this Agreement, r4 shall, in particular, ensure that (i) each member of the personnel of r4 or subcontractors who had or has access to Confidential Information relating to Bayer shall not make use of such Confidential Information for purposes other than the provision of Services to Bayer and (ii) that any likelihood of confusion of Services provided to Bayer or a Bayer Affiliate with any services provided in connection with the Competitive Services shall be avoided.

- 4.4. r4 agrees that, during the term of each PO/SOW or a project/campaign consisting of multiple PO/SOWs, and for one year after the relevant completion of the related Services, r4 shall neither directly nor indirectly assist any business or enterprise in connection with any Competitive Services, for which Services are provided by r4, without prior written approval by Bayer which shall not be unreasonably delayed or withheld. r4 shall consult Bayer in case of uncertainty about the competing character of a product, brand or compound.
- 4.5. During the term of each PO/SOW or a project/campaign consisting of multiple PO/SOWs, and for one year after the relevant completion of the related Services but in no case longer than the duration of their employment contract with R4 or subcontractor, as applicable, a member of the personnel of R4 or subcontractors involved in the performance of Services may not perform any work or services on any project involving Competitive Services without prior written approval by Bayer which shall not be unreasonably delayed or withheld. R4 shall ensure that this clause applies equally, during the duration of their employment contract with R4 or subcontractor, as applicable, to any employee or personnel of R4 and any third parties involved by R4, that (i) have rendered or will render Services to Bayer hereunder, or (ii) have access to Confidential Information relating to Bayer. R4 acknowledges that any violation of the above may cause Bayer irreparable harm and significant damages, the degree of which may be difficult to ascertain.
- 4.6. Where r4 provides or proposes to provide services to any competitor for Competitive Services, r4 will impose arrangements which are necessary (to the reasonable satisfaction of Bayer) to protect Bayer's proprietary information (including Confidential Information) that is within the possession, custody or control of members of r4 so that such information is withheld from and is not used by any party other than members of r4 on behalf of Bayer. Such arrangements be mutually agreed and may include but shall not be limited to:

- the Competitive Services are provided by a legal entity that is different and separate from r4;
- ensuring that members of r4 involved in the performance of the Services and the other personnel engaged in performing services for Competitors are physically separated;
- compiling a list of individuals in r4 working for Bayer and any Competitor and ensuring that only r4 personnel engaged in the Services is in possession of or has access to Bayer's Confidential Information and providing this list to Bayer upon request;
- ensuring that all r4 personnel engaged in the Services are aware of and comply with the rules concerning client confidentiality, which shall include a "clean desk" policy applicable to personnel involved in the performance of the Services;
- use of appropriate restrictions on access to Bayer's information (including but not limited to Confidential Information) on r4's computer systems and ensuring sensitive information is ring fenced by means of firewalls, information barriers, passwords and other reasonable IT and/or physical security measures; and
- regular monitoring of the effectiveness of the above measures and appropriate disciplinary sanctions where there has been a breach of the above.

4.7. For the avoidance of doubt, in the event that personnel outside of r4 are engaged in the provision of the Services, r4 undertake to procure that the measures set out above shall apply to such personnel.

5. Inspection and Audit

5.1. At reasonable times and not more than once annually, Bayer, via mutually acceptable reputable independent consultant in respect of a performance audit or a suitably qualified, independent, Certified Public Accounting Firm (provided that any such third party is subject to the same confidentiality obligations as set forth herein) in respect of a financial audit or via its own internal corporate auditing department with respect to an invoice audit, as is mutually acceptable to the Parties, and as paid for by Bayer (each an "Auditor"), shall, upon 15 (fifteen) business days' written notice, have the right during normal business hours and for the duration of this Agreement and for a period of 5 (five) years following the termination of this Agreement and for any reason, to examine and copy such books and records and all other documents and materials (at Bayer expense), in the possession of and/or under the control of r4 with respect to the subject matter and terms of this Agreement that, in Bayer reasonable judgment, have a direct bearing on or pertain to payments due under this Agreement, except that no access shall be given to any:

- individual salary information;

- personnel files;
 - any information relating to any r4 other clients;
 - any of r4 overhead costs or related information;
 - any other internal r4 costs or non-billable expenses;
 - any information subject to restrictions in r4 agreements with third-parties.
- 5.2. Bayer via its Auditor shall have reasonable access to r4's facilities, shall be allowed to interview then-current key employees of r4 who performed Services related to this Agreement with respect to matters pertinent to the performance of this Agreement, and shall have access to all reasonably necessary records subject to audit hereunder and shall be furnished (without charge) reasonably adequate and appropriate workspace in order to perform the examinations provided for herein. Bayer costs for any such on-site audit shall be borne by Bayer.
- 5.3. The Auditor must generally adhere to and utilize professional standards of its industry and agree in writing to continue to do so in the audit permitted hereunder. The Auditor shall execute a r4 provided confidentiality agreement prior to conducting the examination. Any information obtained in the course of the audit concerning services hereunder will be kept in the strictest confidence and not used by the Auditor for any purpose other than the proper conduct of the audit. The scope of the audit shall be agreed in advance for appropriateness. r4 shall be permitted to review and comment on a draft audit report prior to the report being presented to Bayer. In addition to the above, but subject at all times to the same conditions, timings, restrictions, and obligations, including but not limited to those relating to notice, frequency, and access, as set forth herein, Bayer via its own internal audit unit/staff shall be entitled to carry out a basic compliance audit (for example, for the purposes of checking the media booking process). Again, the precise scope of the audit shall be agreed in advance by the Parties, and shall be subject to said Bayer internal audit staff entering into confidentiality agreements provided by the relevant r4, prior to conducting the examination. Should an audit of r4 financial invoices, for survey costs and expenses submitted to Bayer in any annual period, reveal an overpayment of more than 10% (ten percent) of the total aggregate fees and costs payable and paid to r4 in the previous 12 (twelve) months, r4 shall promptly repay any such overpayment.
- 5.4. r4 shall, at its sole cost and expense and consistent with Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS), as applicable, maintain complete and accurate books and records, specifically including, without limitation, the originals or copies of documents supporting entries to r4 books of account such as time registers and related third party invoices covering all activities and transactions arising out of, or relating to this Agreement and subject to audit per the terms above, and shall keep such records in a manner suitable to conduct a complete and accurate audit. Notwithstanding anything to the contrary contained herein, Bayer/Bayer-Affiliate shall reserve the right to

terminate the relevant agreement within 20 (twenty) business days if any such audit reveals a material failure on r4 part to comply with the terms of this Agreement and Bayer/Bayer-Affiliate has notified r4 thereof and r4 has failed to cure same within 90 (ninety) business days of the date of such notice. All papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the work to be performed under this Agreement and any projects to this Agreement and required to be retained hereunder shall be retained by r4 for a period of 2 (two) years after completion of the Services outlined in a CPA.

- 5.5. Should an audit show that r4 has overcharged Bayer, Bayer shall be entitled to a refund in the amount of the overcharge. The exercise by Bayer of any right to audit at any time or times or the acceptance by Bayer of any invoice statement or the payment thereof by Bayer shall be without prejudice to any of Bayer's rights or remedies and shall not bar Bayer from thereafter disputing the accuracy of any payment or invoice statement, and each party shall remain fully liable for any amounts found to be due under the CPA. r4's acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without r4's express prior written approval.

6. Publicity

- 6.1. Each Party shall not in any manner, directly or indirectly, utilize or refer to the other Party's name in any customer lists/disclosures, advertisements, sales promotions, press releases or releases to professional or trade publications, without the other Party's prior express written approval which may not be unreasonably delayed or withheld. The use of Bayer's trademarks (and in particular the "BAYER cross") by r4 is not permissible in any event without the express prior written approval of Bayer's trademark department.

Annex D

The following terms shall have the respective meanings set forth below:

Bayer shall mean Bayer Yakuhin, Ltd., Breeze Tower 2-4-9, Umeda, 530-0001 Osaka, Kita-ku, Japan.

r4 shall mean r4 Technologies, Inc., 38 Grove Street, Building C, 06877, Ridgefield, United States of America.

Affiliate of a Party shall mean any individual, corporation or other business entity that, either directly or indirectly, controls such Party, is controlled by such Party, or is under common control with such Party. As used herein, "control" means the power to direct the decisions of an entity by possession of more than 50% of the voting rights in an entity, by contract, or otherwise.

Agreement shall mean this Agreement including its Annexes.

Applicable Laws shall mean all laws (including local labour laws), orders, statutes industry codes, regulations, ordinances, decrees, rules or other requirements with similar effect of any Governmental Authority and applicable to the Parties when implementing this Agreement.

Business Day shall mean a day on which banks are generally open for business at the corporate seat of one of the Parties.

Confidential Information shall mean the content of this Agreement, and any information relating to the subject matter of this Agreement, which the receiving Party receives from the disclosing Party or its Affiliates. Confidential Information shall not include information that (i) was or becomes generally available to the public other than as a result of an unauthorized disclosure by the receiving Party or any of the receiving Party's Affiliates; or (ii) was or becomes available to the receiving Party or any of its Affiliates on a non-confidential basis from a source other than the disclosing Party or its Affiliates; provided that such source was under no duty to maintain confidentiality to Bayer or its Affiliates; or (iii) was known to the receiving Party before the date of its disclosure to the receiving Party by the disclosing Party; or (iv) was or is developed independently by the receiving Party or any of its Affiliates without using Confidential Information.

Damages shall mean actual losses, liabilities, damages, claims (including Third Party claims) and expenses actually incurred by a Party or its Affiliates as a consequence of a breach of any obligation, covenant or representation and warranty under this Agreement by the other Party if and to the extent these are typically comprised by the purpose and intent of the respective contractual provision that has been breached.

Defect shall mean (i) with respect to a Product any event, in which a Product does not comply with the Specifications or Applicable Laws at the time of delivery or (ii) with respect to a Service any event, in which a Service does not comply with the terms and conditions of the Agreement including its Annexes, applicable professional standards or Applicable Laws.

Force Majeure Event shall mean an act, event or cause beyond that Party's reasonable control (including but not limited to, fire, strikes not related to decisions, acts or omissions of the Party, flood, earthquake, explosion, epidemic, riot, civil commotion, act of God, war or war like hostilities or threat of war, terrorist activities) and not resulting in any way from its negligence or willful misconduct.

Governmental Authority shall mean any entity or body exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to governments (including courts), and any multinational organization or body (including the European Commission).

HCx shall mean:

healthcare organization, i.e. an organization that is typically comprised of healthcare professionals and/or provides healthcare to human or animal patients and/or conducts healthcare research, and/or

healthcare professional, i.e. any member of the medical, dental, veterinary, pharmacy or nursing professions or any other person who in the course of his or her professional activities may prescribe, recommend, purchase, supply, administer or provide information about any Bayer Product, and/or

U.S. Source of Sales or Referrals, i.e. anybody who can refer, recommend or arrange for ordering, prescribing or purchasing Bayer-U.S. Products, for example, a U.S. patient organization. Bayer-U.S. Products are all Bayer pharmaceutical products and devices, which are sold in the USA and reimbursed by U.S. federal healthcare programs.

Party shall mean either Bayer or r4, and Parties shall mean both of Bayer and r4.

Product shall mean any goods delivered under this Agreement together or in connection with the Services as specified in Annex Scope of Services or in Annex Framework of Services and the related SoW, as the case may be.

Purchase Order/ PO/SOW shall mean purchase order, SOW or Order Form, i.e. the acceptance of a specific offer of r4 or an offer by Bayer to be accepted by r4.

Services shall mean the services to be delivered under either a PO , Order Form or a SoW, including any work products to be completed and any deliverables to be delivered to Bayer as an output of such work, as specified in more detail in the PO, Order Form or in the SoW, as the case may be.

SoW shall mean a statement of work agreed between the Parties laying out specific Services to be provided with reference to the terms and conditions of this Agreement, substantially in the form set forth in Annex SoW.

Third Party shall mean any person or legal entity that is neither a Party nor an Affiliate.

VAT shall mean value added tax on goods and/or services in terms of the applicable tax law.

Annex Framework of Services

- Forecasting & Market Modeling
- Positioning
- Analysis of Marketing Potentials
- Market Segmentation
- Detailing Communication
- Advanced Analytics

Annex I – Insurance

1. General

r4 agrees to procure and maintain insurance coverage, at its cost and expense, with limits and conditions as specified below (except as noted). The coverage amounts set forth below may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required.

A. Commercial General Liability Insurance and Excess Liability (Umbrella), written on an occurrence form, including but not limited to premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury and advertising injury and liability assumed under an insured contract, with limits of \$5,000,000 per occurrence and in the aggregate.

B. Worker's Compensation Insurance with benefits afforded under the laws of the state in which the Services are to be performed and Employers Liability insurance with limits of \$500,000 for Bodily Injury – each accident, \$500,000 for Bodily Injury by disease – policy limit and \$500,000 for Bodily Injury by disease – each employee. A qualified self-insured plan is acceptable or r4 may maintain an Occupational Accident Policy where allowed by law.

C. Business Automobile Liability Insurance including coverage for owned, hired, and non-owned vehicles with a combined single limit including bodily injury and property damage of \$1,000,000 each accident and in the aggregate.

D. Professional Liability Insurance with a limit of \$1,000,000 covering Errors & Omissions of r4 arising from the acts when providing or failing to provide professional services.

E. Commercial Crime Insurance coverage with a \$1,000,000 Theft of Customer Property Endorsement.

F. Technology/Professional Liability Insurance, and Data Protection Liability Insurance (Cyber Liability) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering all of the licenses and intellectual property rights for which r4 or Bayer, as the case may be, are paid consideration hereunder, or in connection with the services provided under this Master Services Agreement:

(i) Intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);

(ii) Breaches of security;

(iii) Violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations

(iv) Data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party; collectively limited to \$5,000,000 each and every claim and in the aggregate.

Annex IPR – Intellectual Property Rights

1.1 Authorized Users. Unless otherwise limited hereunder, r4 grants Bayer a nonexclusive, royalty-free, non-transferable right during the Term of this Agreement (a) for any Bayer employee (or such agents, contractors, consumer end users, machine interfaces, etc. as may be designated in an SOW)(each, an “Authorized User”) to access and use the r4 Service solely for purposes of improving, marketing, or distributing Bayer’s products and services by the Bayer business units or entities identified in an Order Form, Purchase Order or SOW, subject to any limitations on access or usage set forth in such Order Form, Purchase Order or SOW; and (b) to use the r4 trademarks and/or service marks associated with the Services and identified in the Order Form, Purchase Order or SOW solely in connection with the Services and in a manner consistent with the Order Form, Purchase Order or SOW. Notwithstanding the foregoing, Bayer is responsible for its own Authorized Users’ compliance with the terms of this Agreement. r4 has no delivery obligation and it will not ship copies of the software used to provide the r4 Service. Bayer does not acquire under this Agreement any license to use the r4 Service in excess of the scope and/or duration of the Services. Continued use of the r4 Service is contingent on Bayer continuing to pay for the Services. Upon the termination or expiration of the Agreement, Bayer’s right to access or use the Services shall terminate.

1.2 Bayer Responsibilities. Except as expressly provided in an Order Form, Purchase Order or SOW, Bayer shall be responsible for obtaining, at its own expense, any hardware, software or Internet connectivity required to use the r4 Service. r4 shall provide Bayer with the capability to link to and otherwise integrate content (such as data, graphics, images, or Bayer proprietary data provided to r4 and the output data provided to Bayer by r4, etc.) (collectively, “Bayer Content”) with the r4 Service. r4 shall have no duty to preview, verify, maintain, or correct Bayer Content. r4 shall provide Bayer with the ability to administer aspects of the r4 Service, including the creation of individual accounts and passwords for Authorized Users (“Bayer Accounts”). It shall be Bayer’s sole responsibility to administer the use and disclosure of such passwords by Bayer’s personnel and implement such security measures as Bayer deems appropriate to control such use and disclosure. r4 shall have no liability for any unauthorized use of an active password, except if and to the extent that such use is determined to have resulted primarily and directly from r4’s gross negligence or willful misconduct. Bayer shall comply with all applicable laws in its use of the Services and, with respect to any Authorized User, Bayer’s privacy policy. Bayer understands that data provided by r4 to Bayer for Bayer’s use via portal, API or commercial presentation software such as Power BI may contain Bayer Content.

1.3 r4 Ownership. r4 retains all ownership and intellectual property rights to the Services and the underlying programs, processes, models, attribute models, methods, etc. Bayer may not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services. Bayer may not license, sell, rent, lease, assign, transfer, distribute, display, host, outsource, disclose, permit any timesharing or service bureau use, or otherwise commercially exploit or make the Services or any portion thereof available to any third party except Authorized Users as permitted under Section 1.1. Bayer may not remove or modify any program markings or any notice of r4’s intellectual property rights hereunder. During the Term, Bayer may from time to time provide suggestions, comments or other feedback (“Feedback”) to r4 concerning

the Services, including the features, functionality and user experience associated with the Services. Bayer agrees that all such Feedback, provided that the Feedback cannot be attributed to Bayer, will be the sole and exclusive property of r4, and Bayer hereby transfers to r4 any rights Bayer may have in any Feedback.

1.4 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of r4. Except as otherwise specified in an Order Form, Purchase Order or SOW, the Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

1.5 Use of Bayer Content

A. **Bayer Ownership.** Bayer retains all ownership and intellectual property rights in and to Bayer Content as provided for herein. Bayer hereby grants r4 a nonexclusive, limited, revocable, royalty-free license to use the Bayer Content during the Term of the Agreement for the sole purpose of performing the Services. Bayer agrees that r4: (i) may create aggregate and/or de-identified information from Bayer Content (“Aggregate Data”); (ii) may provide the r4 Services based in whole or in part on the Aggregate Data; (iii) may combine such aggregated and/or de-identified information with that of other r4 Bayers or create derivative data, products and services with such Aggregate Data; and, (iv) has the exclusive ownership of any Aggregate Data and the exclusive right to use Aggregate Data for any purpose as long as r4 does not use or distribute any Aggregate Data in a way which identifies Bayer or reveals Bayer Content in an identifiable manner. r4 shall not be limited in its ability to modify, optimize and improve its products and services as a result of providing the Services.

Annex P – Prices

1. Quotation

Before r4 begins to perform Services for BAYER, r4 shall provide a detailed proposal or quotation specifying the related scope of work, the proposed Services, Work Results, related timelines, total cost to BAYER (including costs of out-of-pocket expenses and third-party costs) as well as the name and address of the R4 affiliate that should receive the PO and shall send the invoice(s) at the request of BAYER, whether as a lump price or cost estimate – in the latter case indicating a maximum price (“Quotation”). BAYER may provide relevant Quotation forms to r4.

BAYER may at its discretion discuss the proposal further with r4 and/or issue a PO to r4 (which may entirely or partially reflect r4's proposal) or BAYER may reject the proposal.

2. Purchase Orders

r4 is aware that BAYER procures goods and services only on the basis of Purchase Orders (“POs”). The performance of the Services may only be started on the basis of a specific PO.

Invoices – one per PO number – shall be sent to BAYER or its Affiliate, as applicable. Invoices must include BAYER's/BAYER's Affiliate's relevant order data. These are:

- Applicable PO number
- Agreed payment term
- Source document's title(s)
- Name of requester(s)
- Provided Services
- Correct address of the Service Provider, which is mentioned on the respective PO.

3. Lump Sum or Maximum price

If the Parties agreed on a lump sum or maximum price, then such price shall be the maximum amount of fees and expenses which BAYER shall pay under the respective Agreement or, in case of a Framework Agreement, the respective PO or SoW, unless a duly authorized BAYER representative has agreed in writing (including electronic mail) to such additional charges in advance of the costs being incurred.

4. Invoices

r4 shall only invoice BAYER together with or after delivery of products respectively when Services have been completed or as otherwise provided for in an PO/SOW or Order Form. BAYER shall only provide advance or partial payments, set forth in the applicable PO/SOW between the Parties, in exceptional cases customary in the applicable market and pre-approved by BAYER.

Any invoices for reimbursable expenses required to perform the Services must include a copy of the original receipt or invoice from the third party to r4 and, if the Services are being charged on a time and materials basis, copies of the relevant timesheets.

BAYER shall issue a PO with a unique PO number as well as stating the address to which invoices shall be send. r4 acknowledges that BAYER can only process invoices clearly indicating the relevant PO number and having been send to the correct address as indicated above. r4 shall use reasonable commercial efforts to take part in electronic invoicing, if requested by BAYER.

5. Payment Terms

BAYER shall pay invoiced amounts due to r4 within 30 (thirty) days from the date of BAYER's receipt of r4's invoice issued in accordance with this Agreement, except for any amounts disputed by BAYER or its Affiliate, in which case BAYER shall so notify r4 and the Parties agree to work in good faith to promptly resolve any such disputes.

6. Notification

In case the Parties have not agreed on a lump or maximum price and if during the performance of the relevant Services it becomes apparent or likely that the relevant scope of work, estimated work hours or any kind of relevant expenses may have to be adjusted, leading to expected additional costs, r4 must promptly inform BAYER in writing. The Parties shall discuss in good faith an adjusted quotation. If, within 10 (ten) Business Days, the Parties cannot reach an agreement on an adjusted quotation, the matter will be escalated to high levels of management. Should agreement not be reached either Party may terminate the Agreement . In such case, (i) BAYER shall not be liable for paying any Services or expenses in excess of those already agreed upon and (ii) r4 shall only be entitled to a part of the remuneration that corresponds to the work performed up to the date of the termination and to reimbursement of those expenses already incurred up to the date of termination which cannot be terminated, cancelled or reasonably used for other purposes by r4. In case BAYER does not terminate the respective Service within such period, r4 shall continue to provide the Services and shall be entitled to invoice the additional costs which reasonably occur due to the required adjustment of the relevant scope of work, estimated work hours or any kind of relevant expenses.

7. Withholding Tax Clause

Any Party required to make a payment pursuant to this Agreement shall be entitled to deduct and withhold from the amount payable the tax for which paying Party is liable on behalf of payee under any provisions of tax law. If the withholding tax rate is reduced according to the regulations in the Double Tax Treaty or local law, no deduction shall be made or a reduced amount shall be deducted only if paying Party is timely furnished with the necessary documents by payee issued from the relevant

tax authority which certify that the payment is exempt from tax or subject to a reduced tax rate.

Any withheld tax shall be treated as having been paid by paying Party to payee for all purposes of this Agreement. Paying Party shall timely forward the tax receipts certifying the payments of withholding tax on behalf of payee. In case paying Party must pay but cannot deduct the withholding tax due to fulfilment and completion of payment obligation by settlement or set-off, payee will pay the withholding tax to paying Party separately. If paying Party failed to deduct withholding tax but is still required by tax law to pay withholding tax on behalf of payee to the tax authorities, payee shall assist paying Party with regard to all procedures required in order to obtain reimbursement by tax authorities or, in case tax authorities will not reimburse withholding tax to paying Party, payee will immediately refund the tax amount.

8. Travel expenses

Prevailing any other terms and conditions in this Agreement or its Annexes, and unless agreed upon otherwise in an individual case, travel expenses are invoiced as per the BAYER regulations pertaining to reimbursing travel costs and associated expenses for external providers; to be provided by BAYER on request.

r4 respectively its employees pay for relevant costs themselves, e.g. hotel accommodation, taxi fares, parking, etc. as and when they occur and then may reclaim such costs in the invoice according to the aforementioned regulations.

BAYER shall reimburse r4 for pre-approved travel costs that they need to incur for the performance of the contract. Ancillary costs, out-of-pocket expenses, etc. shall only be reimbursed following prior written approval by BAYER.

The following rules always apply universally:

- a) BAYER shall only reimburse travel costs on submission of the receipts in copy.
- b) BAYER shall not reimburse costs of subsistence, time spent traveling or waiting (e.g. hourly compensation) independently from the destination of the trip.
- c) The costs to be reimbursed by BAYER must actually have been incurred and, except for customary personal air mile schemes operated by airlines (such as Lufthansa Miles & More), must take into account all refunds, discounts and extras.
- d) Air fares subject to restrictions and/or special fares (flight prices with restrictions relating to validity, rebooking fees and refunds) are reimbursable. Reimbursement of flexible fares shall be limited to exceptions and require prior written approval from BAYER.
- e) BAYER shall only reimburse costs that are essential to provide BAYER with the relevant service and can be assigned exclusively to providing BAYER with this service. This is not the case, for example, if the expenses were (also) incurred for the purpose of providing other customers with a service or for purely internal purposes of the r4.

Annex SoW – Statement of Work (master template)

Statement of Work

between

Bayer Yakuhin, Ltd.
Breeze Tower 2-4-9, Umeda
530-0001 Osaka, Kita-ku
Japan

and

r4 Technologies, Inc.
38 Grove Street, Building C
06877 Ridgefield, Connecticut
United States of America

The Parties make reference to that certain Framework Agreement on purchasing certain Services dated [____] (hereinafter referred to as FWA) and agree as follows:

1. [Contract Partner] agrees to provide to Bayer the following Services and to deliver the respective deliverables on the date referenced under Due Date for the respective Service:

SCOPE OF WORK

r4 Implementation Services will be rendered to provision and configure a unique instance of the r4 XEM software platform and to support its adoption by Customer as Software Subscription Services. This SOW includes only the configuration of r4 standard software products and does not include any custom development for Customer.

r4 follows an industry-standard deployment methodology to include rapid Project Initiation, Design, Configuration, Discovery, In-Market Validation, Roll-Out, Implementation, and Project Close. An r4 Implementation Services Team will work with Customer project team members using our standardized Delivery Methodology. Project team membership is described in the Governance section of this SOW.

Software Module Configuration

The following activities are related to the configuration of r4 software modules and packages:

Package/Module	Activity Description
----------------	----------------------

r4 XEM Foundation Package	<ul style="list-style-type: none"> Configure and provision virtual private cloud environment and provision r4 software modules Configure r4 Market Model for Current and Prospective Elevit Consumers as entity class set Configure the r4 Market Model to generate “potential scores” for each entity Ingest Customer internal data and approved external data Map all data to the r4 AI Market Model Configure and train algorithms and test output Configure XEM User Interface for Customer users
---------------------------	--

Business Scope: Out of Scope

The following activities are not included in this SOW:

- Activities identified in the proposal document for future phases supporting new or different use cases
- Creation of data extracts for commercial use by Customer
- Installation of any third-party product, third-party product interface
- Customization of r4 software modules or user interface
- Configuration of Customer network or system infrastructure in order to support access to the r4 Service (collaboration and technical support will be provided to enable these items as needed).

2. In performing Services, [Contract Partner] will follow the following process phases, which may be modified based on the needs for each Service:

Relevant Phase	Description and Content	Timeline
Kick-off	Project initiation and solution design	Jan. 2022
Execution	Data ingest and r4 system configuration Market opportunity discovery and elevit growth strategy Facilitate creation of the elevit execution plan	Feb. – Mar. 2022
Delivery	Review	Mar./Apr. 2022

3. Bayer shall pay to [Contract Partner] a purchase price of [currency] [price] for Services, including any Deliverables as set forth in the Order Form.

[Signature Block]

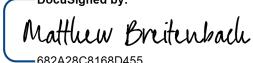
Certificate Of Completion

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 Subject: Bayer CLMS - Action required: Contract JP009422018114P for signing
 Source Envelope:
 Document Pages: 26
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Status: Sent

 Envelope Originator:
 Liezl Umbrero
 liezl.umbromo@bayer.com
 IP Address: 212.64.228.100
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Status: Original 3/28/2022 9:57:45 PM	Holder: Liezl Umbrero liezl.umbromo@bayer.com	Location: DocuSign
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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:

Accepted: 3/28/2022 10:00:00 PM
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Hiroyuki Furuya
hiroyuki.furuya@bayer.com
Security Level: Email, Account Authentication (None)

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Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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electronically from us.

How to contact Bayer U.S. LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alexander.gossrau@bayer.com

To advise Bayer U.S. LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at alexander.gossrau@bayer.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to alexander.gossrau@bayer.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Bayer U.S. LLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to alexander.gossrau@bayer.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®,ç 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Bayer U.S. LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Bayer U.S. LLC during the course of my relationship with you.