

11/02/2023

Dear Paul Ongkiko,

I am pleased to offer you the position of Software Engineer Co-Op with Bayer U.S. LLC ("Bayer" or "the Company"). This position will be in MO-CREVE COEUR based and your anticipated date of employment is dependent on successful completion of the pre-employment requirements. Your tentative start date will be set for 01/08/2024.

You will report directly to David Carter. The term of this internship/co-op is expected to continue until 06/07/2024 (the "Internship/Co-op Term") with the possibility that it could be extended.

**Base Pay and Grade Level:** Your status will be noted as temporary, your job grade is N00 and hourly rate will be \$25 payable on the Company's normal pay dates (currently biweekly).

**Benefits:** As an intern/co-op, you are generally not eligible for the employee benefits that are provided to Bayer employees. You may, however, qualify for medical benefits if you work 90 days (28 days in Hawaii), and may qualify for the Bayer Savings & Retirement Plan if you work 1,000 hours in a calendar year, provided you meet all other terms and conditions of those benefit plans.

**Relocation:** You will receive Bayer's Lump Sum relocation benefit as a one-time payment equal to \$5,000, subject to the completion of a Relocation Payback Agreement. The lump sum payment is considered taxable income and is subject to all normal tax withholdings at your destination location and will not be grossed-up for income tax purposes. You will receive the payment after 30 days of employment in the destination location, subject to Bayer's published payroll deadlines.

An independent 3rd party relocation company has been retained by Bayer to provide administration of certain aspects of the Intern/Co-op Benefits. The services offered will assist you with locating housing.

**Contingencies:** The offer is contingent upon the successful completion of the following:

- County and Federal Criminal Check
- Education Verification
- Employment Verification

- Social Security Number Verification

Further, this offer is contingent upon:

- Your completion of Bayer's Employment Agreement, Authorization for Payroll Deductions Form, Bayer's Employment Policies and Practices Acknowledgment, Code of Conduct Certification Form, Non-compete agreement and Corporate Compliance Policy Certification Form (included with your onboarding paperwork);
- Your ability to provide the necessary documentation to demonstrate identity and work authorization under the Immigration Reform and Control Act of 1986;
- Pre-placement Medical Evaluation, which includes a drug screen [NOTE: You will be contacted by a representative from Bayer's Occupational Health office to schedule your pre-placement physical exam];
- Your satisfactory completion of any required training and certification within the parameters and time frames set forth in any training or curriculum applicable to your position.

**Note:** The Federal Insurance Contributions Act (FICA) is a federal law which requires employers to withhold and pay Social Security and Medicare taxes on the wages paid to employees. Social Security taxes are withheld from your pay until your earnings reach the annual Social Security wage base tax limit. In accordance with this law, all new hires, including employees who transfer from one legal entity to another must have their Social Security contributions restarted as of their date of transfer. Therefore, effective the date of your company change, the calculation of your Social Security earnings and corresponding withholdings will restart at zero. If you have questions regarding this statement, please contact your tax advisor.

**Employment-at-will:** Bayer maintains an employment-at-will relationship with its employees. This means that both you and the Company retain the right to terminate this employment relationship at any time and for any reason, without cause or notice. Nothing contained in this Offer Letter shall be construed to constitute guarantee of employment for a fixed term or to alter the employment-at-will relationship.

**Other:** The employment relationship and these terms and conditions of employment will be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without regard to its choice or conflict of law principles.

**Employee Notices:** The U.S. Department of Labor (DOL) and various state agencies require that certain employment-related statutory and regulation notices be provided to employees and/or posted in the workplace. While required employment notices and posters are located at the Company's physical sites, employees also have access to the notices through the Company's intranet, "BayerNet."

To access the electronic notices:

- Click on this [link](#) and enter "**bayer**" for **both username and password** [NOTE: You can also enter "Federal and State Labor Law Poster Resources" in the search function ( ) on the BayerNet home page to access the notices]
- **On the left of the page**, you may select either the Federal Posters (first on the list) or your

applicable state posters (listed alphabetically – including Puerto Rico)

- Within the state posters, there may be specific county or city notices. Continue to scroll to the end of the notices for your selected location
- You may also review the Company's **Equal Employment Opportunity Affirmative Action Statement** by using the Resources links on the right side of the page

If you have any questions, please do not hesitate to contact me. Please note your acceptance of this employment offer by close of business, 11/07/2023.

Congratulations! We are confident that your association with Bayer will be a mutually satisfying experience.

Sincerely,  
Caitlin Emhoff  
Bayer Recruiting Team

Offer accepted by: \_\_\_\_\_ Date: \_\_\_\_\_