7. SALE OF REGISTRATIONS AND REGISTRATION DATA

7.1 Product Registrations

(a) Seller hereby sells with commercial effect as of the Closing Date to Purchaser product registrations for the Products and Project Products as further specified in clause 7.1(b) (**Product Registrations**). Purchaser hereby accepts the sale of the Product Registrations.

(b) The Product Registrations sold under clause 7.1(a) consist of:

(i) the Product Registrations exclusively dedicated to the Business and listed in **Annex 7.1(b)(i)** (**Dedicated Product Registrations**); and

(ii) the Product Registrations partly relating to the Business and listed in **Annex 7.1(b)(ii)** (**Non-Dedicated Product Registrations**), but only to the extent they pertain to the Business. After the Closing Date, Sellers shall in coordination with the relevant regulatory authorities and, if required by regulatory provisions, the Purchasers, ensure that the Non-Dedicated Product Registrations are split into two separate product registrations, of which one product registration shall contain all uses of such Product related to the Business (**New Dedicated Product Registrations**), and the other registration shall contain all other uses (except the uses related to the Business) and shall not be sold and transferred and shall not be considered a Product Registration for purposes of this Agreement. Once such split of the Non-Dedicated Product Registrations has been effectuated, the New Dedicated Product Registration shall be transferred to Purchaser; and

(iii) the pending registrations for Products and Project Products as listed in **Annex 7.1(b)(iii)** (**Pending Product Registrations**), subject to the provisions of clause 7.1(f).

(c) Separate transfer agreements for the assignment and transfer of the ownership of the Dedicated Product Registrations and the New Dedicated Product Registrations shall be executed on the Closing Date between certain Sellers and certain Purchasers, substantially in the form as attached hereto as **Annex 7.1(c)** (**Registration Sale and Transfer and Interim Distribution Agreements**). The Parties acknowledge and agree that the transfer of the Product Registrations will be subject to, and will become effective upon approval of such transfer by the applicable regulatory authority.

(d) For Dedicated Product Registrations, Sellers and Purchasers shall, within a period of 180 (one hundred and eighty) days after the Closing Date, commence the filing of all applications, documents and supporting information with all applicable governmental authorities that are necessary or appropriate to effectuate transfers. Upon reasonable request from Purchaser, to be submitted to Seller latest by the Closing Date, all applications and filing for transfer shall already include any change requests by the Purchasers as to registration owner, marketing company, manufacturing and filling site, product name and, subject to Seller's consent, similar administrative changes. Any and all fees, expenses, whether internal or external, and other costs associated with effectuating the transfers of Dedicated Product Registrations shall be borne by Purchasers and none of the Sellers shall be responsible for the payment of such fees, expenses or costs.

(e) With respect to Non-Dedicated Product Registrations, Sellers shall use reasonable commercial efforts to split the Non-Dedicated Product Registration into two parts as outlined in **Annex 7.1(b)(ii)** as soon as practically possible after the Closing Date. Sellers shall have not less than 180 (one hundred and eighty) days after the Closing Date to file all respective submissions. Upon reasonable request by Purchaser, to be submitted to Seller

latest by the Closing Date, all applications and filings for splitting the Non-Dedicated Product Registrations shall already include any change requests by the Purchasers as to registration owner, marketing company, manufacturing and filling site, product name and, subject to Seller's consent, similar administrative changes. Any and all fees, expenses, whether internal or external, and other costs associated with effectuating the splitting of Non-Dedicated Product Registrations and the subsequent transfer of the New Dedicated Product Registrations shall be borne by Purchasers, and none of the Sellers shall be responsible for the payment of such fees, expenses or costs.

(f) Within a period of 180 (one hundred and eighty) days after the Closing Date, Sellers and Purchasers shall use commercially reasonable efforts to execute and file, or cause to be executed and filed, all applications and other documents necessary to effectuate the transfer to one of Purchasers of the Pending Product Registrations (or, with respect to Pending Product Registrations not exclusively pertaining to the Business, the part thereof that pertains to the Business) or, should such transfer of the Pending Product Registrations not be possible, the transfer of the respective Product Registration eventually granted upon such Pending Product Registration. Upon reasonable request by Purchaser, to be submitted to Seller latest by the Closing Date, all applications and filings for the transfer of the Pending Product Registrations (or, with respect to Pending Product Registrations not exclusively pertaining to the Business, the part thereof that pertains to the Business) or, should such transfer of the Pending Product Registrations not be possible, for the transfer of the respective Product Registration eventually granted upon such Pending Product Registration, shall already include any change requests by the Purchasers as to registration owner, marketing company, manufacturing and filling site, product name and, subject to Seller's consent, similar administrative changes. Any and all fees, expenses, whether internal or external, and other costs associated with effectuating the transfer of the Pending Product Registrations (or, with respect to Pending Product Registrations not exclusively pertaining to the Business, the part thereof that pertains to the Business) or with completing the Pending Product Registrations (or, with respect to Pending Product Registrations not exclusively pertaining to the Business, the part thereof that pertains to the Business) and subsequently transferring the Product Registration eventually granted upon such Pending Product Registration shall be borne by Purchasers, and none of the Sellers shall be responsible for the payment of such fees, expenses or costs. Notwithstanding anything herein to the contrary, (i) Seller makes no and expressly disclaims, and Purchaser agrees and acknowledges that Seller makes no and expressly disclaims, any representation or warranty of any kind with respect to (a) its ability to transfer the Pending Product Registrations (or, with respect to Pending Product Registrations not exclusively pertaining to the Business, the part thereof that pertains to the Business) or (b) the relevant regulatory authority's acceptance of the Pending Product Registrations or granting of registrations therefrom and (ii) except as otherwise explicitly provided for in this Agreement and/or the SA&TSA, none of Sellers shall be obligated to provide or generate any Registration Data in connection with any Pending Product Registrations.

(g) Subject to any legal requirements and Purchaser's obligations contained in this clause 7.1(g), for a term beginning on the Closing Date and ending on the date on which the respective Dedicated Product Registration or New Dedicated Product Registration has been transferred to Purchasers, Seller herewith appoints Purchaser as its exclusive distributor of the Products and the Project Products in the Field in the Territory under the Product Registrations. All details shall be governed by the Registration Sale and Transfer and Interim Distribution Agreements.

(h) Upon receipt of approvals from the appropriate regulatory authority regarding a transfer of a Product Registration, Purchasers shall comply with this Agreement and with all applicable laws and regulations for changeover of all packaging, labelling, material safety data sheets

and package inserts associated with the Products or Project Products that are the subject of such Product Registration. Notwithstanding anything to the contrary contained in this Agreement, and subject to compliance with applicable laws and regulations, (i) commencing as soon as reasonably practicable after the appropriate regulatory authority approves the transfer of a Product Registration for a Product or Project Product, Purchasers shall use Purchasers' approved packaging, labelling, material safety data sheets and package inserts for such Product or Project Product and cease using Sellers' packaging, labelling, and package inserts for such Product or Project Product and (ii) in any event, no later than 18 (eighteen) months from the date the appropriate regulatory authority approves a transfer of a Product Registration, Purchasers shall change the packaging, labels, material safety data sheets and package inserts included with such Product or Project Product produced prior to such approval to Purchasers approved labels and package inserts and in accordance with all applicable laws and regulations, and, except as explicitly allowed under the license agreement pursuant to clause 15(d) of this Agreement, shall remove Seller's name and telephone numbers from all packaging, labels, material safety data sheets and package inserts, and other supporting materials and information associated with such Product or Project Product including material safety data sheets. For the avoidance of doubt, nothing in this clause 7.1(h) shall be interpreted or deemed to extend the term of the licenses granted with regard to the Licenses Trademarks and/or the trademarks "Bayer" or the "Bayer Cross" under this Agreement and the SA&TSA.

(i) Except as otherwise provided in this Agreement or the SA&TSA, on and after the Closing Date, (i) Purchasers shall be solely responsible for the maintenance of all of the Product Registrations, including, but not limited to, answering to all questions of regulatory authorities, preparing and submitting Registration Data, and (ii) none of Sellers shall have any obligation to support or maintain such Product Registration and/or to generate any additional Registration Data. For the avoidance of doubt, Sellers shall remain solely responsible for performing, in Sellers discretion, but subject to clause 16.1, all regulatory activities related to the Product Registrations until the Closing Date. Notwithstanding the foregoing, following the Closing Date, Seller shall use its commercially reasonable efforts to provide copies of all written communications received by Sellers from any governmental authority with respect to the Product Registrations to Purchaser promptly following receipt thereof, and shall forward to the regulatory authorities any communication as reasonably requested by Purchaser. Purchaser shall be responsible for the content of any such communication submitted by Seller to regulatory authorities, and Purchaser shall indemnify and hold harmless Seller and any member of the Bayer Group from any claim or damage related to all documents and communication so submitted by Seller (except, for the avoidance of doubt, if and to the extent, Seller is liable towards Purchaser under the terms and conditions of the SA&TSA for any documents and/or communications prepared by Seller under the SA&TSA).

(j) Notwithstanding the foregoing, the Parties agree that Seller will inform Purchaser, in the JPSCC, about Seller's intention to generate product specific Registration Data (which are no Registration Data Active Ingredients) which are required to support both, (i) the New Dedicated Product Registrations, and (ii) the part of the Non-Dedicated Product Registrations which is not transferred to Purchaser or the Designated Purchasers. Should Seller decide to generate such Registration Data (**New Joint Registration Data**), Seller shall offer access to such New Joint Registration Data to Purchaser under terms and conditions and against compensation to be agreed in good faith in the JPSCC. For the avoidance of doubt, Seller shall be free to decide not to generate any New Joint Registration Data.

(k) The product registrations listed in **Annex 7.1(k)** **(Licensed Product Registrations)** shall not be transferred to Purchaser, and are not considered "Product Registrations" for purposes of this Agreement. Purchaser shall be entitled to distribute Products in the Field in the Territory

(on a standard-cost-basis for a two (2) year period as from the Closing Date and on a cost-plus-10%-basis thereafter) using the Licensed Product Registrations as defined in further detail in **Annex 7.1(k)**.

7.2 **Transferred Product Registration Data**

(a) Seller hereby sells with commercial effect as of the Closing Date to Purchaser all the studies, risk assessments, summary dossiers and additional regulatory documents (**Registration Data**) which

(i) are existing on the Closing Date;

(ii) are owned by Sellers;

(iii) were submitted to regulatory authorities and/or have been prepared to be submitted to regulatory authorities by Sellers in order to obtain, maintain or defend a Product Registration;

(iv) were/have been compiled for a Product and/or Project Product;

(v) are belonging to one of the following study categories: (a) Field specific PhysChem studies, e.g. when done to cover specific type of packaging only used in the Field, (b) specific amateur use risk assessments, either in human tox or environmental areas, (c) biological trials triggered to cover amateur uses only, and (d) generic studies or reports allowing higher tier approach for amateur use only risk assessment; and

(vi) are not currently used or intended to be used by Sellers or any member of the Bayer Group to obtain, maintain or support a registration of a plant protection product or a biocide outside of the Field and/or the Territory

(**Transferred Product Registration Data**). Purchaser hereby accepts the sale of the Transferred Product Registration Data.

For the avoidance of doubt and unless explicitly provided for otherwise in this Agreement, the Transferred Product Registration Data shall not include whole or part of any Registration Data Active Ingredients which shall be treated exclusively pursuant to clauses 7.4 and 7.6.

(b) As soon as possible following the Closing Date, Seller shall provide to Purchaser a CD containing copies of the final reports of all such Transferred Product Registration Data.

(c) For Transferred Product Registration Data, Sellers and Purchasers shall, as soon as practically possible after the Closing Date and within not less than 150 (one hundred and fifty) days, commence the filing of all applications, documents, and supporting information with all applicable governmental authorities that are necessary or appropriate to effectuate transfers. Any and all fees, expenses, whether internal or external, and other costs associated with effectuating such transfers shall be borne by Purchasers and none of the Sellers or Bayer AG shall be responsible for the payment of such fees, expenses or costs.

7.3 **Non-Dedicated Product Registration Data**

(a) Seller shall grant Purchaser irrevocable, exclusive (subject to the provisions of clause 7.3(c)), fully paid-up, assignable and sub-licensable (subject to the provisions of clause 7.6(l)) licenses to use the Registration Data which

(i) are existing on the Closing Date;

(ii) are owned by Sellers;

(iii) were submitted to regulatory authorities and/or have been prepared to be submitted to regulatory authorities by Sellers in order to obtain, maintain or defend a Product Registration;

(iv) were/have been compiled for a Product and/or Project Product; and

(v) are not Transferred Product Registration Data

(**Non-Dedicated Product Registration Data**), as of the Closing Date for the sole purpose of allowing Purchaser to obtain, defend and/or maintain a Product Registration for use in the Field in the Territory.

For the avoidance of doubt, the Non-Dedicated Product Registration Data shall not contain any Registration Data Active Ingredients (as defined below) which shall be treated exclusively pursuant to clauses 7.4 and 7.6.

(b) The licensing of the Non-Dedicated Product Registration Data to Purchasers shall be effected on the Closing Date by virtue of separate licensing agreements to be executed between Sellers and Purchasers, substantially in the form as attached hereto as **Annex 7.3(b)(i)** (**Separate Licensing Agreements Product Registration Data**). In addition, Seller shall issue letters of access addressed to the respective regulatory authorities for the Non-Dedicated Product Registration Data, substantially in the form attached as **Annex 7.3(b)(ii)** (**Letter of Access Registration Data**) and for the sole purpose of allowing Purchasers to obtain, defend and/or maintain a Product Registration for use in the Field in the Territory. With regard to Non-Dedicated Product Registration Data which are *not* currently used by Seller or any member of the Bayer Group in order to obtain, maintain or defend a registration of a plant protection product or a biocide for use in the crop protection field, Purchasers shall have access to copies of the final reports of the respective Registration Data in electronic format. As soon as possible following the Closing Date, Seller shall provide to Purchaser a CD containing copies of the final reports of such Registration Data. For the avoidance of doubt, with regard to Non-Dedicated Product Registration Data which are currently used by Seller or any member of the Bayer Group in order to obtain, maintain or defend a registration of a plant protection product or a biocide for use in the crop protection field, Purchasers shall not have access to any hardcopies or electronic copies of the respective final reports of the Registration Data, but Seller shall provide to Purchaser end-points of such Non-Dedicated Product Registration Data upon reasonable request.

(c) The grant of the exclusive license under clause 7.3(a) shall not be construed as to hinder Sellers to use, have used, to grant access to and/or license the Non-Dedicated Product Registration Data to any third party for use in the Field in the Territory (i) as far as required under applicable regulatory rules and legislation, (ii) to the extent ordered by competent authorities, courts or arbitration tribunals, (iii) to the extent required for the conduct of the Specialty Actives Business, (iv) to the extent required to fulfil contractual obligations towards third parties which Seller or a member of the Bayer Group has entered into prior to the Closing Date, or (v) to fulfil their obligations under this Agreement and/or under the SA&TSA.

7.4 **Registration Data Active Ingredients**

(a) During the period in which Purchasers source any Active Ingredient from Sellers under the SA&TSA, Seller shall grant Purchasers a non-exclusive (subject to the provision of clause 16.5(b)), fully paid-up right of access to the Registration Data which

(i) are owned by Sellers and

(ii) were submitted to regulatory authorities and/or have been prepared to be submitted to regulatory authorities by Sellers in order to obtain, maintain or defend a registration for such Active Ingredient

(**Registration Data Active Ingredients**), as of the Closing Date for the sole purpose of allowing Purchaser to obtain, defend and/or maintain a Product Registration for use in the Field in the Territory. Such license shall not include a right for Purchasers to obtain, maintain or defend a registration for an Active Ingredient.

For the avoidance of doubt, the Purchasers shall not have access to any hardcopies or electronic copies of the Registration Data Active Ingredients, and/or the underlying studies, but Seller shall provide to Purchaser end-points of such Registration Data Active Ingredient upon reasonable request.

(b) Notwithstanding clause 7.4(a), for the Active Ingredients listed in **Annex 7.4(b)** (**Specified Active Ingredients**), Seller shall grant access to the respective Registration Data Active Ingredients to Purchasers under the terms and conditions of the separate licensing agreement referred to in clause 15(d), without Purchaser being obliged to source such Specified Active Ingredients from Sellers under the SA&TSA.

(c) The right of access to the Registration Data Active Ingredients to Purchaser shall be granted by virtue of the SA&TSA. Seller shall issue letters of access and letters of supply addressed to the respective regulatory authorities for the Registration Data Active Ingredients, substantially in the form attached as **Annex 7.4(c)** (**Letter of Access Active Ingredients**) and for the sole purpose of allowing Purchasers to obtain, defend and/or maintain a Product Registration for use in the Field in the Territory.

(d) For the avoidance of doubt, Sellers shall not be obliged to grant Purchasers access to any Registration Data for Active Ingredients, other than as provided for in this clause 7.4 or in clause7.8.

7.5 **Pending Product Related Studies**

(a) Seller also sells and Purchaser hereby purchases product related studies for product registrations pertaining to the Business which are currently on-going, a list of which is attached as **Annex 7.5(a)** (**Pending Product Related Studies**). For the avoidance of doubt, this clause 7.5(a) shall not apply to any study related to an Active Ingredient.

(b) If between Signing and Closing, a Pending Product Related Study has been completed, the respective Pending Product Related Study shall be considered Transferred Product Registration Data or Non-Dedicated Product Registration Data as per the terms of this Agreement. **Annex 7.5(a)** shall indicate, to the extent possible, with respect to every Pending Product Related Study to which of the categories listed in clauses 7.1(b)(i) and 7.1(b)(ii) the respective Pending Product Related Study would belong upon its completion.

(c) With respect to the Pending Product Related Studies not completed prior to Closing, Seller and Purchasers shall cooperate in accordance with and under the provisions of the SA&TSA and the relevant transition services schedule.

(d) Subject to any regulatory support to be provided by Seller subject to the SA&TSA (including monitoring of the Pending Product Related Studies as provided for in the SA&TSA), Purchaser shall be responsible for compiling dossiers from data obtained in the Pending Product Related Studies and for effecting regulatory submissions, as Purchaser may deem required. Any and all fees, expenses, whether internal or external, and other costs associated with compiling dossiers and making filings with respect to Pending Product Related Studies relating exclusively to the Business shall be borne by the Purchasers and none of Sellers shall be responsible for the payment of such fees, expenses or costs. Any and all fees, expenses, whether internal or external, and other costs associated with compiling dossiers and making filings with respect to Pending Product Related Studies relating to Sellers' businesses other than the Business shall be borne by the Sellers and none of Purchasers shall be responsible for the payment of such fees, expenses or costs.

7.6 **Stewardship and other Limitations**

(a) The rights granted in these clauses 7.3, 7.4 (with the exception of 7.4(b)) and 7.5 are given only to the extent that Products and Project Products contain (i) Active Ingredients or Formulations which Purchaser has solely bought from Bayer Group, or (ii) with regard to the rights granted to Non-Dedicated Product Registration Data, upon expiration or termination of the SA&TSA materially equivalent Active Ingredients or Formulations. Purchaser shall not assign the Product Registrations, based on a referral to the Registration Data Active Ingredients or Non-Dedicated Product Registration Data, to any third party without the explicit written consent of Seller, which shall not be unreasonably withheld.

(b) Notwithstanding a potential agreement of the Parties according to clause 1.5, for the avoidance of doubt, Purchaser shall not, and shall cause the Designated Purchasers not to, use the rights granted under this Agreement to the Registration Data Active Ingredients and/or the Non-Dedicated Product Registration Data for any purpose (including, but not limited, to any regulatory purpose) outside of the Field and/or outside of the Territory.

(c) If Purchaser becomes aware of any studies and/or experiments and/or findings which would reveal any adverse or potentially adverse results with respect to the Products, the Project Products and/or the Active Ingredients contained in the Products or Project Products which could adversely impact Sellers' businesses (other than the Business), Purchaser shall immediately inform Sellers of such information and provide Sellers with a copy of such studies and/or experiments or report related thereto prior to publication thereof.

During the term of the SA&TSA, each Party shall promptly advise the other of any decisions or actions taken by any registration authority, or any other third party, that come to its knowledge, which decisions or actions may result in a suspension, cancellation, modification or other material change with respect to the Products or Project Products which are either (i) supplied by Seller to Purchaser under the SA&TSA, or (ii) contain one of the Active Ingredients supplied by Seller to Purchaser under the SA&TSA.

(d) Sellers do not give any warranty, representation or guarantee that the Registration Data Active Ingredients, Transferred Product Registration Data and Non-Dedicated Product Registration Data prepared for sustaining the registrations of the Active Ingredients, Products and Project Products will be acceptable to any regulatory authority to which they have been or will be submitted, or that any application based on the Registration Data Active Ingredients and Transferred Product Registration Data and Non-Dedicated Product Registration Data will be successful.

(e) In countries of the Territory where Sellers are, due to applicable laws and regulations, not able to grant the access to Registration Data (as provided for in this clause 7) by submitting letters of access to the respective regulatory authorities, Sellers shall provide regulatory support to Purchaser to effect the licenses and access rights to Registration Data granted in this clause 7. Seller shall however in no way be obliged to grant access to hard-copies of Registration Data to Purchaser, unless otherwise provided in this clause 7. Any and all respective fees, expenses, whether internal or external, and other costs associated with this clause 7.6(e) shall be borne by Purchasers, and none of the Sellers shall be responsible for the payment of such fees, expenses or costs.

(f) Except as provided for specifically in clauses 7.6(g) through (k) below, during the term Purchaser sources an Active Ingredient from Seller under the terms and conditions of the SA&TSA, Seller shall, and shall cause the Designated Sellers to, use reasonable best efforts to defend and maintain the existing registrations in the Territory for such Active Ingredient. For the avoidance of doubt, Seller and Designated Sellers shall have no obligation whatsoever to defend and/or maintain the registrations for the Specified Active Ingredients.

(g) If at any time a registration authority in a certain country in the Territory cancels or suspends Seller's registration for any of the Active Ingredients used in the Business and/or any of the Product Registrations, Sellers' obligations to (i) sell and/or deliver the respective Active Ingredients for use in the concerned Products or Project Products for the respective country under the SA&TSA, (ii) sell and/or deliver the respective Products for the respective country under the SA&TSA and (iii) grant access to the respective Registration Data Active Ingredients and Non-Dedicated Product Registration Data will be terminated or, if applicable, suspended until the respective registrations have been reinstated. In any case, if such cancellation or suspension of the registration of an Active Ingredient occurs during the term in which Seller supplies such Active Ingredient to Purchasers under the SA&TSA, Sellers shall (i) forthwith inform in writing the Purchasers of such cancellation or suspension, (ii) determine in good faith with Purchaser the impact of such cancellation or suspension on the forecasts, orders and annual supply or purchase obligations of the Parties under the SA&TSA, and (iii), if the cancellation or suspension occurs during a period of 7 (seven) years from Closing Date, upon request of Purchaser to be raised in a meeting of the JPSCC, discuss with Purchaser in good faith, whether and under which conditions Sellers could grant Purchasers access to any alternative products or active ingredients. Neither Seller nor Purchaser shall be committed to the payment of any compensation to the respective other Party in such instance.

(h) The Parties agree that Sellers shall have the right to discontinue support, defence and/or maintenance (including the right not to conduct and/or submit any required new Registration Data) of their registrations for any of the Active Ingredients used in the Business in a particular country or group of countries due to good business reasons, without any obligation to Purchaser, except that, in case Seller takes a respective decision for any of the Active Ingredients during the term in which such Active Ingredient is supplied by Seller to Purchaser under the SA&TSA, Seller shall (i) immediately inform Purchaser in writing of such decision, with a view to grant Purchaser sufficient time to enable Purchaser to support, defend and/or maintain such registration in its own name and on its own behalf and cost, and (ii) offer to Purchaser to acquire, at conditions to be negotiated in good faith, access to Seller's registrations, Registration Data and or ongoing regulatory work with a view to allow Purchaser to support, defend and/or maintain the respective registration.

(i) The Parties agree that Sellers shall have the right to divest any registration for an Active Ingredient, any Registration Data Active Ingredients, any Licensed IP Rights and/or any Non-Dedicated Product Registration Data, to any third party, provided that Seller shall (i) promptly inform in writing Purchaser about such divestment and (ii) ensure the full respect

by any third party acquirer of the rights granted to Purchaser under this Agreement and/or the SA&TSA to the respective Registration Data Active Ingredient, Non-Dedicated Product Registration Data and/or Licensed IP Rights. In case such decision to divest is taken by Seller during the term in which the respective Active Ingredient is supplied to Purchaser under the SA&TSA, and in case Seller decides to issue a respective call for tenders, Seller shall grant Purchaser the right to participate as a potential purchaser in the respective divestment process.

(j) Sellers and Purchasers acknowledge the importance of complying with all applicable laws, rules, regulations or guidelines regarding the commercialization of the Products, Project Products and New Products, as well as all applicable general stewardship principles (i.e. industry standards and good practices regarding the commercialization of biocides and plant protection and rodenticide products by consumers in the home and garden field). Should any of the Purchasers be in a material breach of the abovementioned laws, rules, regulations, guidelines or stewardship principles, Seller shall give notice to the Purchaser to remedy such material breach within a period of 45 (forty-five) calendar days. If the breach is not remedied within such period, the Seller is entitled to immediately (i) cease supply of the concerned Products, Project Products, New Products and/or Active Ingredients under the SA&TSA and (ii) withdraw the licenses and access rights granted to Registration Data Active Ingredients and Non-Dedicated Product Registration Data to Purchaser pursuant to clause 7, to the extent related to products with regard to which the breach occurred.

(k) Sellers reserve the right to withdraw, fully or partially, the licenses and access rights granted to Purchaser pursuant to clause 7 to the Registration Data Active Ingredients and Non-Dedicated Product Registration Data at their discretion with respect to any Active Ingredient, New Product, Project Product or Product, if Sellers are under constraint by any regulatory or governmental authority, or if any laws, rules, regulations or guidelines, including but not limited to risk-cup (human or environmental aggregate and/or cumulative exposure issue), or acceptable daily intake issued by any regulatory or governmental authority, oblige or induce Sellers to withdraw such access, or if Sellers decide for stewardship reasons to withdraw the Active Ingredients or Products or their respective Registration Data for use in the Field. In case of any such withdrawal of the licenses and access rights, also the related supply obligations of Sellers under the SA&TSA shall be terminated. For the avoidance of doubt, this clause 7.6(k) shall not be applicable in all cases in which a registration authority cancels or suspends a registration, and in such cases solely clause 7.6(g) shall apply.

In case Seller withdraws, according to the provisions of this clause 7.6(k), the licenses and access rights granted to the Registration Data Active Ingredient for any Development Active Ingredient during the term in which such Development Active Ingredient is supplied to Purchaser under the SA&TSA, Seller shall (i) upon request of Purchaser to be raised in a JPSCC meeting, discuss in good faith if and under which conditions Seller could give access to Purchaser to any alternative Active Ingredient and (ii) compensate Purchaser in cash, according to the conditions laid down for such compensation in **Annex 7.6(k)**. The foregoing obligations of Seller shall not apply in case Seller was obliged or induced to effect such withdrawal related to (i) any risk-cup issue (human or environmental aggregate and/or cumulative exposure issue), (ii) the acceptable daily intake issued by any regulatory or governmental authority, (iii) any adverse event, i.e. a factual event that is alleged, claimed, reported or determined to have negative toxicological or eco-toxicological effects on humans, animals, living organisms or the environment, such as an abnormal, harmful, or undesirable effect that causes anatomical or functional damage, irreversible physical changes, or increases the susceptibility to other biological, chemical, or environmental stresses (**Adverse Event**), or (iv) the issuance of an ECHA or EU opinion proposing a

classification/reclassification of a Development Active Ingredient, or a respective decision by the EU Commission or any other regulatory authority.

In case, within the period between 20 January 2016 and the Closing Date, the Seller withdraws any Development Active Ingredient from use in the Field in the Territory for any of the reasons laid down in this clause 7.6(k), Seller, as of the Closing Date, shall compensate Purchaser in cash, according to the conditions laid down for such compensation in **Annex 7.6(k)**. Such compensation shall not be owed if Seller was obliged or induced to effect such withdrawal related to (i) any risk-cup issue (human or environmental aggregate and/or cumulative exposure issue), (ii) the acceptable daily intake issued by any regulatory or governmental authority, (iii) any Adverse Event, or (iv) the issuance of an ECHA or EU opinion proposing a classification/reclassification of a Development Active Ingredient, or a respective decision by the EU Commission or any other regulatory authority. In case Seller compensates Purchaser pursuant to the preceding sentence, Purchaser shall have no other claims in connection with such withdrawal.

(l) Subject to the terms and conditions of the licenses and access rights to Registration Data granted in this clause 7, Purchaser may assign or sublicense the right to the Non-Dedicated Product Registration Data granted to it under this Agreement to any person for the sole purpose to allow such person to maintain, obtain and/or defend a Product Registration in the Field in the Territory, provided, however, that (i) Purchaser shall provide written notice to Seller of the assignment or granting of any sublicense pursuant to this clause 7.6(l) within 5 (five) days of such grant, (ii) Purchaser shall not provide physical copies or electronic copies of the Non-Dedicated Product Registration Data to any assignee or sub-licensee and (iii) Purchaser shall not permit any assignee or sub-licensee to assign or sublicense such rights to the Non-Dedicated Product Registration Data. Solely in connection with the foregoing, Purchaser's assignee or sub-licensees shall, where permitted by applicable laws and regulations, be entitled to refer to the Non-Dedicated Product Registration Data assigned or sub-licensed to such assignee or sub-licensees. Solely to the extent necessary to effect the foregoing, upon the written request of such assignees or sub-licensees containing (i) the full addresses of the regulatory authority to whom letters of access should be sent and (ii) the specific Non-Dedicated Product Registration Data for which such assignees or sub-licensees require a letter of access, Seller shall, or shall cause a Designated Seller to, use commercially reasonable efforts to, within 30 (thirty) **Business Days**, whereas a Business Day is a day on which banks are open for business in Frankfurt am Main, Germany, from the receipt of such written request, file with the relevant regulatory authority a letter of access authorizing such sub-licensees to cite to or rely upon the applicable Non-Dedicated Product Registration Data in accordance with this clause 7.6(l).

(m) With regard to any Registration Data which are, as of the Closing Date, used by Sellers in order to obtain, maintain or defend any of the Product Registrations, and which Registration Data are not owned by Sellers or a member of the Bayer Group (**Third Party Registration Data**), the following shall apply:

(i) if Sellers' right to use such Third Party Registration Data is governed by an Assumed Contract, such right shall be transferred to Purchasers according to the provisions of clause 3;

(ii) if the aforementioned (i) above is not applicable, Sellers shall use their reasonable best efforts to find an alternative for the Purchasers with an economic effect most similar to a situation in which (i) above would have been applicable, which may include the granting of a sublicense to Purchasers to use the Third Party Registration Data.

The Parties acknowledge that, if Seller has, with regard to any Registration Data Active Ingredients or Non-Dedicated Product Registration Data, entered into any contractual relationship with Third Parties regarding the generation, compilation, referencing, filing or submission of such Registration Data for regulatory purposes (**Taskforce Agreements**), such Taskforce Agreement may contain restrictions for Seller with regard to the licensing of such Registration Data to Purchaser. In this case, the Parties shall seek a mutually acceptable commercial solution, which may include, subject to Seller's existing contractual rights and obligations, the accession of Purchaser to the respective Taskforce Agreement. Seller shall be under no obligation to make any payments to any Third Party in order to secure access for Purchaser to any Registration Data Active Ingredients covered by Taskforce Agreements.

(n) In case any Project is not or only partially successful (i.e. because no registration can be achieved, or because the Project is otherwise dropped before a respective Project Product is commercialized, Seller shall, at the request of Purchaser to be raised in a JPSCC meeting, discuss in good faith with Purchaser whether, and under which conditions, Seller can offer access to an alternative product to Purchaser.

7.7 License Back on Product Registrations and Transferred Product Registration Data

Purchaser herewith grants a non-exclusive, sub-licensable, paid-up and perpetual license back to Seller on the Transferred Product Registration Data and Product Registrations for Seller to obtain, defend and/or maintain registrations for Active Ingredients and/or Formulations for any use outside the Field and/or, with regard to Australia and Turkey, within the Field, including, for the avoidance of doubt, for any use relating to the Specialty Actives Business. Seller shall not assign such right to the Transferred Product Registration Data or Product Registrations to any third party without the explicit written consent of Purchaser, which shall not be unreasonably withheld.

7.8 Development of New Products, Conduct of New Regulatory Studies

Subject to the terms and conditions set forth in this clause 7.8, in case Purchaser intends to (i) develop new formulated products (which are neither a Product nor a Project Product) for use in the Field in the Territory (each a **New Product)** or (ii) amend, modify or extend the label for any Product or Project Product to include a new use of such Product or Project Product in the Field in the Territory, which new use requires a new or amended registration of such Product or Project Product, including a new registration in a jurisdiction that is within the Territory and that such Product or Project Product was not registered in as of the Closing Date (each a **New Product Use**), Seller agrees to support such development of a New Product or New Product Use as follows:

(a) Seller shall grant Purchasers an irrevocable, fully paid-up right of access to the Registration Data for the Active Ingredients listed in **Annex 7.8(a)** (**Development Active Ingredients**), as of the Closing Date and for the term of the respective SA&TSA (i.e. the longer of (a) five years as of the Closing Date, and (b) the expiration of the compound patents covering such Development Active Ingredient) for the supply of such Development Active Ingredient, for the sole purpose of allowing Purchaser to obtain, defend and/or maintain registrations for New Products and/or New Product Uses for use in the Field in the Territory. Such access right shall be exclusive to Purchasers during the respective term set out for each Development Active Ingredient in **Annex 7.8(a)**. Such access right shall be granted to Purchaser by way of the SA&TSA. Upon respective request from Purchaser, Seller shall issue letters of access addressed to the respective regulatory authorities for the Registration Data for such Development Active Ingredients, for the sole purpose of allowing Purchasers to obtain, defend and/or maintain registrations for New Products and/or New Product Uses for use in the Field in the Territory, as provided for in more detail in the SA&TSA.

(b) Seller shall grant Purchasers an irrevocable, non-exclusive, fully paid-up license to use the Non-Dedicated Product Registration Data as of the Closing Date for the sole purpose of

allowing Purchasers to obtain, defend and/or maintain registrations for New Products and/or New Product Uses for use in the Field in the Territory. Such license shall be granted to Purchaser by way of the Separate Licensing Agreement Product Registration Data. Upon respective request from Purchaser, Seller shall issue letters of access addressed to the respective regulatory authorities for the Non-Dedicated Product Registration Data, for the sole purpose of allowing Purchasers to obtain, defend and/or maintain registrations for New Products and/or New Product Uses for use in the Field in the Territory, as provided for in the Separate Licensing Agreement Product Registration Data.

(c) Sellers shall grant Purchasers an irrevocable, exclusive, fully paid-up license to use, have used, make, have made, sell and/or have sold New Products and New Product Uses in the Territory in the Field under

(i) the patents and patent applications covering the Development Active Ingredients, as identified in **Annex 7.8(c)(i)** , in each case such license to be granted until expiry of the patents and

(ii) the packaging patents and patent applications, as identified in **Annex 7.8(c)(ii)** in each case such license to be granted until expiry of the patents.

(d) Sellers shall grant Purchasers an irrevocable, exclusive, fully paid-up license to use, have used, make, have made, sell and/or have sold New Products and New Product Uses in the Territory in the Field under

(i) the Technical Know-how;

(ii) the Commercial Know-how; and

(iii) the Project Know-how,

with a duration, for each specific element of Technical Know-how, Commercial Know-how and Project Know-how, until the date on which such specific element of Technical Know-how, Commercial Know-how or Project Know-how becomes public knowledge.

The respective licensing described in clauses 7.8(c) and 7.8(d) shall be effected on the Closing Date by virtue of separate licensing agreements to be executed between Sellers and Purchasers, substantially in the form as attached hereto as **Annex 7.8(d)**.

(e) Purchasers shall be entitled to purchase and the members of the Bayer Group shall supply Purchasers with their respective requirement of Development Active Ingredients to produce New Products from Seller under the terms and conditions of the SA&TSA. Sellers shall, during the respective term set out for each Development Active Ingredient in **Annex 7.8(a)**, not supply the respective Development Active Ingredient to any third party for use in the Field in the Territory

(f) For the avoidance of doubt, the rights granted under clause 7.8(a) through 7.8(e) shall only apply to any New Product (or Product or Project Product for which a New Product Use is intended) which contains at least one of the Development Active Ingredients, but shall not apply to any New Product (or Product or Project Product for which a New Product Use is intended) which contains an Active Ingredient currently commercialized by Seller (within the Business or outside of the Business), and which Active Ingredient is not a Development Active Ingredient. Furthermore, the rights granted under clauses 7.8(a) through 7.8(e) shall only apply to any New Product or New Product Use that is in conformance with the special conditions and limitations (concerning territory and/or field of use) for each respective Development Active Ingredient as provided for in **Annex 7.8(a)**. The rights granted under

clause 7.8(a) through 7.8(e) shall not be assignable or sub-licensable without the explicit prior written consent of Seller which shall not be unreasonably withheld.

(g) It shall not be considered a breach of the exclusivity undertakings entered into by Sellers in this clause 7.8 if Sellers sell Development Active Ingredients or products containing Development Active Ingredients to any third party, license the patents and patent applications listed in **Annex 7.8(c)(i)** or in **Annex 7.8(c)(ii)** to any third party, license or grant access to the Project Know-how, the Technical Know-how or the Commercial Know-how to any third party, or grant access to the Registration Data Active Ingredients for the Development Active Ingredients to any third party

(i) as far as required under applicable regulatory rules and legislation;

(ii) to the extent ordered by competent authorities, courts or arbitration tribunals;

(iii) to the extent required to fulfil contractual obligations towards third parties which Seller or a member of the Bayer Group has entered into prior to the Closing Date;

(iv) to fulfil their obligations under this Agreement and/or under the SA&TSA; or

(v) as provided for in **Annex 7.8(a)**.

(h) Seller shall forthwith inform Purchasers of any new Active Ingredient (which is not a Development Active Ingredient) registered by Seller within a period of 7 (seven) years as from the Closing Date, in case Seller has taken the decision to allow for such new Active Ingredient to be used in the Field in the Territory. Seller may choose at its sole discretion whether or not to introduce any new Active Ingredient (which is not a Development Active Ingredient) to the market for use in the Field in the Territory. Seller may decide not to introduce an Active Ingredient for various reasons, including without limitation for stewardship considerations (e.g. and without limitation for not affecting the registration status of Seller's other end-use products outside of the Field and the Territory). If Seller decides to introduce such new Active Ingredient to the market for use in the Field in the Territory within a term of 7 (seven) years as from the Closing Date, Seller shall, upon respective request from Purchaser to be raised within a JPSCC meeting, discuss in good faith under which conditions Seller could give access to Registration Data and/or Intellectual Property Rights for the purpose of developing New Products and/or New Product Uses in the Field in the Territory (right of first negotiation for Purchaser). In case, despite using good faith efforts, the Parties are unable to agree on respective terms and conditions, Seller shall be free to negotiate with and grant access to such new Active Ingredient to any third party.

(i) Purchasers shall grant Seller a non-exclusive, sub-licensable, fully paid-up, perpetual and assignable license back to Seller regarding any new inventions generated by or on behalf of Purchasers related to or covering any of the Active Ingredients, Products, Project Products or New Products which are covered by Licensed Product Patents or Licensed Project Patents for use of such inventions outside of the Field (worldwide), and/or, with regard to Australia and Turkey, within the Field. The respective licensing shall be effected on the Closing Date by virtue of the respective provisions in the patent license agreements substantially in the form as provided for in **Annex 6.10** and **Annex 7.8(d)**.

(j) In the event that Purchaser or any of the Dedicated Purchasers intends to engage in the generation, creation or replication of any new Registration Data with respect to the Products, the Project Products, New Products or the Active Ingredients used in the Business (**Planned New Study**), Purchaser shall, prior to engaging in such Planned New Study, notify Seller in writing of such intent and describe, in reasonable detail Purchaser's proposed methodology

for generating, creating, or replicating such Registration Data (**New Study Notice**). In case of Planned New Studies which are required for the first registration of a New Product or a New Product use, Purchaser shall submit the respective New Study Notice to Seller either in March or in October of a given calendar year (**New Project Notice**). Within 30 (thirty) days after receipt of a New Study Notice respectively 60 (sixty) days after receipt of a New Project Notice, Seller and Purchaser shall, in good faith, consult with each other regarding Purchaser's Planned New Study and develop an assessment of registration and resistance issues under applicable laws and regulations in connection with such Planned New Study(s), including the potential impact on the risk cup pursuant to the FQPA (**Consultation Period**). During the Consultation Period, Purchaser shall provide to Seller all information reasonably requested by Seller in connection with such assessment of the registration and resistance issues and the parties shall jointly agree when such consultation and assessment shall be completed (**Consultation Completion Date**). For 30 (thirty) days following the Consultation Completion Date (**Seller New Study Objection Period**), Seller shall have the right to object to the Planned New Study by notifying Purchaser in writing (**Seller New Study Objection Notice**), provided, however, that Seller may only object to a Planned New Study for which it has received a New Study Notice if Seller determines, in its commercially reasonable judgment exercised in good faith, that such Planned New Study could (i) have an adverse effect on the registerability or registration status of (a) a Seller product containing an Active Ingredient or (b) an Active Ingredient, or (ii) result in a use inconsistent with resistance management practices designed to preserve the biological efficacy of the Active Ingredients. If, with respect to a Planned New Study for which Seller has received a New Study Notice, Seller delivers a Seller New Study Objection Notice prior to the expiration of the Seller New Study Objection Period, Purchaser shall have no right to engage in such Planned New Study.

(k) If Seller does not deliver a Seller New Study Objection Notice prior to the expiration of the Seller New Study Objection Period with respect to a Planned New Study as provided in clause 7.8(j), Purchaser shall have the right to engage in such Planned New Study. Purchaser shall in all events have the sole responsibility for, and shall bear all costs associated with, any New Product and/or New Study, including submitting all New Product applications for registration, generating and submitting all New Product-specific Registration Data for obtaining and maintaining the registration of such New Product, and all testing protocols, studies and labelling. Seller's responsibility in connection with such New Products shall be limited to providing, when reasonably requested by Purchaser, access to Registration Data Active Ingredients and to Non-Dedicated Product Registration Data in accordance with, and subject to, the terms and conditions of this clause 7. Except as provided in the SA&TSA, Seller shall have no responsibility or obligations to Purchaser in connection with any New Study. Purchaser acknowledges and agrees that (i) Seller's review of any planned new product activity is intended solely to ensure that a New Product complies with the terms and conditions of this Agreement, (ii) Seller's review of any Planned New Study is intended solely to protect Seller's registrations, (iii) Seller's actions under this clause 7 including delivery or non-delivery of a Seller New Product Objection Notice or a Seller New Study Objection Notice, shall not constitute any representation, warranty, promise or guaranty of any kind whatsoever (in each case, whether express or implied) with respect to any New Product or New Study, (iv) Seller expressly disclaims any and all liability or obligations arising out of or relating to (in each case, whether directly or indirectly) any New Product or New Study, and (v) Purchaser accepts all responsibility for ensuring (a) the safety of any New Product, including any potential harm to humans, the environment or desirable species and (b) the adequacy, accuracy or regulatory impact of any New Study regardless of Seller's decisions under this clause 7 and will not rely on Seller's delivery or non-delivery of a Seller New Product Objection Notice or a Seller New Study Objection Notice in determining the safety of any New Product or the adequacy, accuracy or regulatory impact of any New Study.

7.9 **Joint Planning and Service Coordination Committee**

(a) For purposes of coordinating the regulatory and development cooperation under this Agreement and the SA&TSA, the Parties agree to establish a Joint Planning and Service Coordination Committee (**JPSCC**). The JPSCC shall be set-up for a term of 5 (five) years after the Closing Date, unless the Parties mutually agree to prolong such term.

(b) In particular, the JPSCC shall serve as a

(i) forum for coordination of the services to be provided by Seller in the area of regulatory and development under the SA&TSA;

(ii) forum for the Parties to discuss Planned New Studies and new projects as provided for in clauses 7.8 (j) and (k); and

(iii) discussion forum in all other instances in which this Agreement explicitly takes reference to the JPSCC.

(c) The JPSCC shall consist of 4 (four) members, with each of Seller and Purchaser appointing 2 (two) members from its in-house regulatory and/or development experts. One of the experts of each Party shall be designated as coordinator for such Party and shall be deemed to be a duly empowered representative of his/her company for the purpose of this Agreement (**Representative**). Any Party may, at any time, change its members and/or the Representative by filing with the Chairman of the JPSCC (who shall be appointed in accordance with clause 7.9(d)) a written notice and designating a new member and/or Representative.

(d) The members of the JPSCC shall appoint a chairman (**Chairman**). The position of the Chairman shall be held by Seller. The Chairman shall preside over all meetings of the JPSCC.

(e) The Chairman shall convene all meetings of the JPSCC by giving at least 4 (four) weeks' notice to the Representative of the other Party. Except if otherwise mutually agreed by all members of the JPSCC, the JPSCC shall convene 2 (two) times per calendar year, 1 (one) time in June and 1 (one) time in January. In case the Chairman fails to convene meetings of the JPSCC accordingly, Purchaser shall be entitled to convene the meetings instead of the Chairman. Purchaser shall also be entitled to convene meetings of the JPSCC in case of emergency, with 4 (four) weeks' notice to the Representative of Seller. Unless otherwise agreed (e.g. in case of telephone or video conferences), meetings shall be held alternately at the Parties' offices. An agenda for all meetings shall be circulated by the Chairman and agreed by the Parties not less than 10 (ten) days in advance of the meeting. Additional items may be tabled at the meeting upon unanimous agreement by the Parties.

(f) Each Party may, from time to time and provided the other Party agrees (which agreement shall not unreasonably be withheld), propose the attendance of additional experts in a reasonable manner at any JPSCC meeting provided that such experts shall undertake to be bound by the same confidentiality obligations as the Parties.

(g) The Chairman shall maintain a written record of all JPSCC meetings in the form of meeting minutes circulated within 10 (ten) Business Days after the meeting and signed and returned by each Party to the Chairman latest by additional 10 (ten) Business Days later.

(h) Each Party shall bear its own cost and expenses in attending the JPSCC meetings.