

# SEED PRODUCTION AGREEMENT

This Seed Production Agreement (the "Agreement") is effective as of

June 2024 ("Effective Date") by and between:

**Bayer Life Science Tanzania LTD**

**Reg. No. 112709**


a company organized under the laws of Tanzania, whose registered office is at Arusha, Tanzania (hereinafter referred to as "Bayer")

**AND**

**TOSHA FARMING LIMITED**

**Reg No. 164759350**

a company organized under the laws of Tanzania, whose registered office is in, Dar es salaam, Tanzania, ("Producer ")

Approved by EMY WANYAMA	Approved Date: AUGUST 2023	Classification: Company Confidential	Retention Period: Until superseded	Method of Disposal: Shred and or Delete
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**BACKGROUND:**

The Parties wish to set out herein the terms under which Producer shall produce and store the Commercial Seed in the Territory for Bayer.

**THE PARTIES AGREE AS FOLLOWS:****1. DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, the following terms (and variants of such terms) shall have the following respective meanings unless the context otherwise requires:

<b>Affiliate</b>	Any entity which Controls, is Controlled by or is under common Control with either Party to this Agreement. In this context, "Control" means the ability, directly or indirectly, to direct the affairs of another by means of: (i) ownership of at least fifty percent (50%) of the voting shares in any entity, or, in the case of an entity that has no outstanding securities, having the right to fifty percent (50%) or more of the profits of the entity, or having the right in the event of dissolution to fifty percent (50%) or more of the assets of the entity; or (ii) by contract or otherwise.
<b>Certified/ Certification</b>	Certification of the Commercial Seed pursuant to seed certification laws or rules in the Territory.
<b>Change of Control</b>	(i) a transaction or series of related transactions involving Producer and a third party (or a group of third parties acting in concert), as a result of which the persons or entities controlling Producer following such transaction or series of transactions are not the same as the persons or entities controlling Producer immediately prior to the effective date of such transaction or series of transactions; or (ii) a sale of all or a substantial proportion of Producer's assets to any entity or organization that was not an Affiliate of Producer before such sale. Changes due to transactions between the Producer and its group of companies shall not be considered as change of control.
<b>Commercial Seed</b>	Seed owned by Bayer intended for planting for production of a grain or fodder crop, which seed is produced by Producer using one or more Varieties of Foundation Seed provided by Bayer and which meets the Quality Standards set forth in <u>ANNEX 4</u> .
<b>Confidential Information</b>	Any and all data and information in any form whatsoever, including information regarding employee data, know-how and trade secrets relating to, or contained or embodied in the products, technology, processes, strategies, formulae, documentation, drawings, specifications, software, reports, studies, corporate structure and details, facilities and plants, price lists, customer lists, services, business, finances, marketing or other affairs disclosed by either Party and/or

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its Affiliates either before or after the Effective Date, whether or not it is marked confidential.

<b>Foundation Seed</b>	Seed owned and supplied by Bayer, which is planted to produce Commercial Seed.
<b>Intellectual Property Rights</b>	Any and all intellectual property rights in any country or jurisdiction including patents, plant breeder's rights, trade secrets and other rights in know-how, copyrights (including any extensions or renewals), rights affording equivalent protection to copyright, data, rights in databases, topography rights, moral rights, registered designs, design rights, Industrial designs and utility models, trademarks, service marks, trade names, business names, trade dress, brand names, logos, domain names, rights in computer software, rights to goodwill or to sue for passing off or for unfair competition, and all registrations or applications to register any of the foregoing.
<b>Territory</b>	Tanzania
<b>Force Majeure Event</b>	Any circumstances beyond the reasonable control of either Party including without limitation acts of God, governmental actions, war or national emergency or defence requirements, riot, civil commotion, fire, explosion, flood, extreme climatic conditions, pests and diseases, epidemic, injunction, embargoes, import or export regulations, national strikes or restraints or delays affecting carriers.
<b>Production</b>	All stages of production of Commercial Seed as detailed in this Agreement including <u>ANNEX 2</u> .
<b>Services</b>	All services to be performed by the Producer under this Agreement in accordance with the terms of this Agreement included but not limited to <u>ANNEX 2</u> .
<b>Service Fee</b>	The fee to be paid by Bayer to Producer for the Services provided under this Agreement, as specified in <u>ANNEX 3</u> .
<b>Production Season</b>	The period during which the Foundation Seed is planted, grown and harvested to produce Commercial Seed. The Production Season starts on June 2024 and ends in May 2025.
<b>Production Areas</b>	Fields mentioned in <u>ANNEX 3</u> or after signature of the Agreement, approved in writing by Bayer.
<b>Quality Standards</b>	The production and quality control standards of the Commercial Seed detailed in <u>ANNEX 4</u> , as modified from time to time by Bayer.

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<b>Varieties</b>	The varieties listed in <u>ANNEX 3</u> , as may be amended by the written agreement of the Parties.
<b>Agreement</b>	The main body of this agreement and all annexes and any appendices and materials referred to herein.
<b>Materials</b>	All materials, equipment, products and tools, as defined in <u>ANNEX 2</u> , supplied by Bayer to Producer to be used only for provision of Services under this Agreement in accordance with Bayer 's Instructions or authorization.

1.2. Headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.

1.3. Reference to (a) days means calendar days; (b) person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (c) one gender includes other genders; (d) a party includes that party's personal representatives, successors or permitted assigns; (e) a statute, statutory provision or subordinated legislation includes such items as amended or re-enacted from time to time, whether before or after the date of this Agreement; (f) writing or written does not include e-mail; (g) a document includes varied or novated documents; and (h) including, include, in particular or similar expressions is illustrative and does not limit the preceding words. Words in the singular include the plural and vice versa.

1.4. In the event of any inconsistency the order of priority shall be (a) main body of this Agreement (b) ANNEX A (c) ANNEX B and (d) ANNEX C.


## 2. APPOINTMENT

2.1. During the Term of this Agreement, Bayer hereby engages Producer and Producer agrees to produce, by providing the Services, for Bayer, on a non-exclusive basis, the Commercial Seed in the Territory, on the production area specified in ANNEX 2, by using the Foundation Seed supplied by Bayer and store the Commercial Seed and to hand it over in full to Bayer within the period indicated in ANNEX 2.

2.2. Bayer undertakes to take over the total volume of the Commercial Seed produced by Producer in accordance with the Agreement including all its Annexes, and to pay Producer the Service Fee indicated in ANNEX 3.

## 3. FOUNDATION SEED SUPPLY AND QUALITY


3.1. Foundation Seed shall be provided by Bayer and delivered to Producer in standard packaging before the Production Season.

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- 3.2. Bayer shall ensure that the Foundation Seed is treated and certified according to OECD/CE norms, and that it is accurately labelled and conforms to its description as to type, purity and germination and that it conforms to the provisions of seed legislation applicable in the Territory. All Foundation Seed that does not satisfy these requirements shall be replaced by Bayer free of charge prior to the beginning of the relevant Production Season, subject to availability, which shall be Producer's sole remedy. Producer shall properly inform Bayer of the correct seed legislation and legislation changes in the Territory in time to allow Bayer's timely adaptation of working methods and documents.
- 3.3. Foundation Seed will only be supplied to Producer after written approval of all the Production by a representative of Bayer.
- 3.4. The protocol of delivery and acceptance of the Foundation Seed is established in ANNEX 2.
- 3.5. Unless otherwise agreed in writing by the Parties, all Foundation Seed which, for any reason, is not planted during the Production Season shall be returned to a person or entity designated by Bayer immediately after the planting operations have been completed as Indicated in ANNEX 1.
- 3.6. Producer shall collect all empty Foundation Seed bags (sachets, containers) used to plant the seed crop and hold these empty bags (sachets, containers) in storage until the genetic purity of the crop is determined to be within the Quality Standards after harvest.

#### 4. USE AND OWNERSHIP OF SEEDS AND RISK OF LOSS

- 4.1. Bayer is the sole and exclusive owner of the Foundation Seed, the Commercial Seed and the seed crop at each and every stage of Production, and of all Intellectual Property Rights therein. Bayer intends and desires that its Foundation Seed will be consumed in the normal Production of Commercial Seed in the manner envisioned by this Agreement. Producer recognizes that it has no right or title to such Foundation Seed, Commercial Seed or seed crop, except the right to use the Foundation Seed for the Production of Commercial Seed under this Agreement. The fact that BAYER makes the Foundation Seed available to Producer does not constitute a sale of such Foundation Seed to Producer and shall not generate any transfer of rights to Producer in relation to the Foundation Seed.
- 4.2. Producer shall not use any Foundation Seed for any purpose other than to produce one crop of Commercial Seed for Bayer, as directed by Bayer in accordance with this Agreement.
- 4.3. Except the extent allowed under applicable law, Producer shall not use (or allow to be used) the Foundation Seed in any breeding programs, scientific research, nor for any other purpose not specified in this Agreement or expressly authorized in writing by Bayer. Without limiting the generality of the foregoing, Producer shall not undertake any of the following acts, nor allow any third Party to undertake such acts:
- (a) multiplication of the Foundation Seeds or Commercial Seeds for subsequent production or for production of second-generation seed;

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- (b) bi-parental crossing of Foundation Seed except to produce the one crop of Commercial Seed under this Agreement;
- (c) backcrossing of the Foundation Seed of any form;
- (d) biotechnological processes, including such technologies as tissue culture, mutagenesis, or transformations utilizing any plants, plant parts or progeny seed derived from the Foundation Seed;
- (e) selection, including collecting pollen, seeds, or other plant parts from a single plant or a population of seeds or plants derived from the Foundation Seed for the purpose of propagating and identifying unique individuals from the population; and
- (f) use of pollen, seeds, or other plant parts derived from the Foundation Seed for any purpose other than to produce the Commercial Seed.

- 4.4. Producer shall only plant Foundation Seed on Production Areas.
- 4.5. Producer shall take all necessary measures to protect the Foundation Seed and the Commercial Seed from any damage, including without limitation any damage which may result from the elements or pests.
- 4.6. Producer shall provide security for the Foundation Seed, the Commercial Seed and the plant material in the seed crop, following any directions provided by Bayer. Producer shall remove all male plants from the production fields within 1 (one) week of Bayer's written request and shall destroy them. Producer shall not allow such male plants to be used for oil production or for any other purpose. Producer shall prevent, within the possibilities of field production, all access to the Foundation Seed, the Commercial Seed and the plant material in the seed crop, by persons not authorized by Bayer.
- 4.7. Producer shall carry the risk of loss of the Foundation Seed and the Commercial Seed while in Producer's possession or under its control if the loss is not attributable to Bayer. Producer shall insure the Foundation Seed and the Commercial Seed against any possible damage or loss. Producer shall supply sufficient proof of such insurance to Bayer upon request by Bayer.

In case of (i) any damage caused to the Foundation Seed or to any Intellectual Property Rights of Bayer therein, by reasons attributable to the Producer, or (ii) in case Bayer or any of its Affiliates become aware that any third party has had access to the Foundation Seed through the reasons attributable to the Producer without Bayer's prior written consent, Producer shall pay Bayer liquidated damages in the amount of market value of Commercial Seed in addition to any indemnification for all proved damages resulting from these cases and Bayer shall have the right to terminate all Agreements between Bayer and Producer by written notice of termination with immediate effect sent to Producer. The above provision does not apply, if access shall be granted based on the provision of the law or on the order of an authority.

#### 5. PRODUCER'S OBLIGATIONS


Producer shall, in addition to its other obligations under this Agreement:

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- 5.1. only produce the volume and Commercial varieties of Seed requested, In Production Areas and hand over all seed produced under this Agreement exclusively to Bayer as per details in ANNEX 1.
- 5.2. Perform the Services as defined in this Agreement, including without limitation in ANNEX 2. In addition to those services the producer agrees on :
- 5.2.1 **Materials.** Materials supplied by Bayer to Producer for provision of Services under the Agreement as defined in ANNEX 1 shall, at all times, be and remain the exclusive property of Bayer, but shall be held by Producer in safe custody at its own risk and maintained and kept in good condition by Producer until returned to Bayer. Bayer property shall not be disposed of or used other than in accordance with Bayer 's instructions or authorization. Upon any termination or expiration of this Agreement, Producer shall return to Bayer, all Materials or, for consumable goods, any unused Bayer Materials in Producer's possession at the time of termination or expiration.
- 5.2.2 **Certification.** Where applicable, Producer shall arrange for the Commercial Seed to be reported and inspected in accordance with the laws and regulations of the Territory and officially certified by the official entities of the Territory where legally required or as otherwise specified by Bayer in writing.
- 5.2.3 **Records.** Producer shall keep complete books and records of the Foundation Seed used and the Commercial Seed produced and Bayer 's representatives shall have access to such books and records during normal business hours without advance written notice to Producer. Bayer may, at its own expense, have such books and records, as well as actual inventories reported in such books and records, audited on its own behalf.
- 5.2.4 **Priority to Bayer.** Producer shall give Bayer placement priority of crops during the Production Season, as well as for the following Production Season. Producer shall give Bayer priority for harvesting the Commercial Seed.
- 5.2.5 **Information from Official Services.** Producer authorizes the official service in the Territory to provide Bayer with all information concerning the Production of the Commercial Seed (including without limitation production, acreage, and certification). Producer shall from time to time deliver such information received from these authorities to Bayer as Bayer may from time to time request.
- 5.3. Adhere strictly to Bayer 's directions, Quality Standards (ANNEX 4) and all applicable laws, rules, regulations and guidelines in the Territory, and will apply the highest standards of skill, care and diligence.
- 5.4. Declare that it is fully informed about the technical practices concerning the Production (ANNEX 2) and will apply them, and that It has the necessary competent people, financial resources and equipment to carry out the Services in accordance with this Agreement.
- 5.5. Allow Bayer personnel to visit at any time and as much as needed the Production areas, and to monitor field quality, take samples and to provide directions where necessary, which Producer shall strictly adhere to.
- 5.6. allow Bayer, at its own expense and discretion, to execute all the analyses it wishes to perform at any stages of Production and to conduct quality control and supervision (physiological, physical, genetic purity) of the Production of the Commercial Seed in order to reach the best quality.

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- 5.7. Comply with any new instruction requested by Bayer, during the Term of this Agreement. In case this new instruction has an actual impact on the Producer's cost of production, the Parties will meet together to determine the new compensation to be paid by Bayer to the Producer under this Agreement;
- 5.8. Allow Bayer to exclude and destroy, in the presence of Producer the plants or seed quantities produced, under the conditions of ANNEX 2; and
- 5.9. Advise Bayer immediately in case of natural disasters or other unexpected events occurring on the Production Areas.


#### 6. BAYER 'S OBLIGATIONS

Bayer shall, in addition to its other obligations under this Agreement:

- 6.1. provide Foundation to the Producer and as needed, for the Production of the Commercial Seed before the Production Season provide, at its discretion, technical information and instructions to the Producer for the Production of the Commercial Seed;
- 6.2. provide a yield plan by Variety, which shall serve as a basis for quantity acceptance and financial settlement;
- 6.3. conduct the Services mentioned in ANNEX 2 as to be conducted by Bayer and provide, if applicable, bags or big bags or containers, free of charge, for packaging the Commercial Seed in accordance with the instructions of Bayer ;
- 6.4. accept the Seed produced in accordance with this Agreement which meet the Quality Standards of ANNEX 4
- 6.5. pay Producer the Production Fee for the Commercial Seed accepted in accordance with the Agreement;
- 6.6. Obtain in its name and at its own cost all registrations of the Varieties including parental lines necessary for the implementation of this Agreement in accordance with local requirements in the Territory.
- 6.7. Communicate the results of the quality test in writing to the Producer for each of the lots concerned, as well as its decision concerning acceptance of the seed produced.
- 6.8. Reserve the right to demand destruction of crops during the growing part of the Production Season, and to offer the Producer a compensation (cancelation indemnity) as mentioned in ANNEX 2.

#### 7. COMMERCIAL SEED DELIVERY AND QUALITY

- 7.1. Producer undertakes to do everything in its power to ensure that the Commercial Seed meets the Quality Standards and is delivered in the location set forth in ANNEX 3 within seven days after harvest or specified by Bayer, at the latest by the delivery deadline specified in ANNEX 3.  
The delivered Commercial Seed is subject to the acceptance by Bayer and must meet the Quality Standards as set forth in ANNEX 4. Bayer has to accept the Commercial Seeds that meet the Quality

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Standards. The delivered Commercial Seed must be accompanied by a delivery note from the Producer and a full set of government inspection sheets namely: (1) SR 5 (SEED REGULATION 5). This document is completed by the Bayer representative after planting the fields. All labels of the parental seed to plant the fields are also attached to the document. This is used for crop registration by the government. (2) SR 6 (SEED REGULATION 6). This document is completed by the government inspectors upon doing field inspection. (3) SR 9 (SEED REGULATION 9). This document is issued by the government inspector upon taking any sample for analysis for quality and germination.

**7.2. Seed Not Meeting Quality Standards.** If the produced seed is not yet delivered to Bayer, the Producer shall destroy at Producer's cost all seed produced hereunder that at any time fails to meet Bayer's Quality Standards as set forth in ANNEX 4. Producer's destruction of such seed shall be in a manner approved by Bayer that guarantees that the destroyed seed will never be used for planting or otherwise. Producer shall advise Bayer of any seed to be destroyed pursuant to this provision, and permit Bayer to witness the destruction. Producer shall confirm in writing to Bayer each destruction, providing all details hereof.


**7.3. Quality Disputes.** In disputes regarding the quality of the seed (with the exception of the genetic purity), official sampling shall be conducted by official services of control in the Territory in the presence of representatives of Bayer and Producer. The samples shall be sent for tests by an independent ISTA certified laboratory and the results shall be accepted by both Parties. Any question of genetic purity shall be resolved by Bayer's standard laboratory procedures and protocols as applied by Bayer in the laboratory of its choice. The results shall be accepted by both Parties.

#### **8. SERVICE FEE & PAYMENT**

**8.1. Service Fee.** Bayer shall pay Producer the Service Fee as specified in ANNEX 3 for the Commercial Seed meeting the Quality Standards produced in accordance with the Agreement and accepted by Bayer. Only Commercial Seed meeting the Quality Standards and accepted by Bayer shall be taken into consideration for the calculation and payment of the Service Fee.

**8.2. Taxes.** Save for where the payment of value added tax (or similar) is properly chargeable on the Service Fee paid by Bayer to Producer under this Agreement, Producer shall be solely responsible for payment of all taxes, contributions or other mandatory charges. No deduction shall be made for expenses of currency conversion, import duties, taxes or other charges.

**8.3. Payment terms.** Payment can only be effected upon presentation of the original invoice. All invoices from Producer shall be sent to Bayer at its registered office address indicated at the head of this Agreement, or such other address as it may designate by written notice to Producer. Amounts indicated on the invoice must match the value of the Commercial Seed delivered to and accepted by Bayer. Payment of the Service Fee shall be made by bank transfer (SWIFT) to the bank account of Producer as specified in ANNEX 1.

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**8.4. Set-Off.** Producer agrees that if it has debts towards Bayer and/or its Affiliates under any business relationship, Bayer may set-off those amounts against the Service Fee.

## **9. INDEMNIFICATION**

**9.1.** Producer shall indemnify and hold Bayer, its Affiliates, its agents, and their employees, officers and directors, harmless from and against any and all suits, actions, proceedings, claims, damages, fines, costs, losses, liabilities, demands and expenses (including reasonable attorney's fees, the expense of defence and settlement) whatsoever arising under this Agreement, on account of (i) any misrepresentation, breach of warranty or non-fulfilment of or failure to perform any agreement or covenant made by Producer in this Agreement (ii) any injury or death of persons or damage to property or (iii) caused by or arising out of the Producer's tort or breach of this Agreement by Producer. Indemnities provided in this paragraph shall survive the termination or expiration of this Agreement.

## **10. WARRANTIES**

**10.1.** The Parties represent and warrant that they have the right to enter into this Agreement.

**10.2.** Bayer hereby warrants that the Foundation Seed furnished hereunder is certified under the rules of the OECD, accurately labelled and conform to its description as true to type, purity and germination. This is in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**10.3.** Producer represents and warrants that it is authorized by the applicable governmental authority(ies) to perform the Services hereunder, that it has obtained and will maintain, at its own cost any permits, licenses, registrations, governmental approvals and authorizations required to perform the Services hereunder and that it will perform all Services in accordance with all applicable laws, regulations and guidelines. Producer shall be responsible for the payment of any fines imposed on Producer or Bayer that might be levied as the result of a compliance breach by Producer.

**10.4.** Producer shall transfer to Bayer or its designee, promptly upon request, free of charge, any right, title or interest which Producer may acquire in relation to any Variety in connection with its performance of the Services under this Agreement by operation of law, it being understood that the Parties do not intend Producer to acquire any such rights.

**10.5.** Producer represents and warrants that it will respect the applicable safety norms and those which may be directed by representatives of Bayer during the Production of Commercial Seed.

## **11. LIMITATION OF LIABILITY**

**11.1.** WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, EXCEPT IN THE EVENT THAT THE LOSS OR DAMAGE IS THE CONSEQUENCE OF AN INTENTIONAL

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ACT OR INTENTIONAL OMISSION OR OF GROSS NEGLIGENCE OF A PARTY'S EXECUTIVE MANAGEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED CONTRACTS.

- 11.2.** BAYER 'S LIABILITY SHALL NOT EXCEED THE SERVICE FEE. SUBJECT TO THE FOREGOING, BAYER 'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE AND WHETHER IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED CONTRACTS, SHALL IN NO CIRCUMSTANCES EXCEED ONE HUNDRED PERCENT (100 %) OF PAYMENTS DUE TO PRODUCER BY BAYER IN THE PREVIOUS TWELVE (12) MONTH PERIOD. THE FOREGOING RESTRICTIONS WITH RESPECT TO LIABILITY WILL NOT APPLY IN THE EVENT THAT THE DAMAGE IS THE CONSEQUENCE OF AN INTENTIONAL ACT OR INTENTIONAL OMISSION OR OF GROSS NEGLIGENCE ON THE PART OF BAYER 'S EXECUTIVE MANAGEMENT.

## **12. CONFIDENTIALITY AND PUBLICITY**

- 12.1.** In connection with this Agreement, the Parties may exchange proprietary Confidential Information. Each receiving Party hereby agrees to :

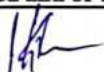
- (a) use the Confidential Information solely for the purpose of performance of this Agreement;
- (b) provide the same care to avoid disclosure to third parties or unauthorized use of the Confidential Information as it would provide to maintain the confidentiality of its own such information, but in no event less than reasonable and prudent care;
- (c) retain all Confidential Information in a secure place with access limited only to those employees, agents, officers and authorized sub-contractors who are reasonably concerned with the performance of this Agreement and who are bound by confidentiality terms substantially similar to those in this Agreement;
- (d) upon request (at any time) from the disclosing Party to return to the disclosing Party or to destroy, at the disclosing Party's discretion, all written and/or other materials containing Confidential Information provided to it by the disclosing Party in connection with this Agreement within thirty (30) days of receipt of such request, except if the Producer shall use it to enforce a claim arisen in connection with the present Agreement or the Producer has to use it in an official procedure that was initiated against the Producer in relation with the present Agreement. In this case, the Party may retain one copy of the written and/or other material containing the Confidential Information. The receiving Party shall certify destruction in writing and shall provide confirmation within five (5) days after destruction; and
- (e) notify the disclosing Party immediately if it knows or reasonably suspects that the terms of this Agreement have been breached and to take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions and other breach of this Agreement.

- 12.2.** The obligation of confidentiality shall not apply to information which is proven by the receiving Party:

- (a) to have been in its lawful possession prior to disclosure;

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- (b) to have lawfully come into its possession from sources other than the disclosing Party without obligations of confidentiality;
  - (c) to be available in the public domain or to have later become part of the public domain through no fault of the receiving Party; and
  - (d) to have been developed independently by the receiving Party without use of the Confidential Information;
- 12.3.** In the event the receiving Party is required by law in any judicial or governmental proceeding or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information belonging to the disclosing Party, the receiving Party shall give to the disclosing Party prompt written notice of such request so that the disclosing Party may seek a protective order or appropriate remedy. In the event that such protective order or other remedy is not obtained, or that the disclosing Party agrees to the disclosure of the Confidential Information, the receiving Party agrees to furnish only that portion of the Confidential Information that it is advised by counsel is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information.
- 12.4.** The foregoing obligations shall terminate ten (10) years from the Effective Date or for so long as the Confidential Information remains confidential whichever is the longer period.
- 12.5.** No press release, public announcement or confirmation regarding this Agreement or its subject matter shall be made by either Party without the prior written consent of the other Party, except as required by law. Neither Party shall use the name of the other Party nor of any member of that Party's personnel, staff, or agents in any publicity, advertising, or news release without the prior written approval of the other Party.

### **13. TERM AND TERMINATION**

- 13.1.** This Agreement commences on the Effective Date and, unless earlier terminated under this Agreement, shall continue in effect until the first anniversary of the Effective Date ("Term").
- 13.2.** Either Party may terminate this Agreement by giving written notice to the other Party with immediate effect, if the other Party:
- a) commits a continuing or material breach of this Agreement and where a breach is capable of remedy fails to remedy it within thirty (30) days of a written notice requiring the breach to be remedied;
  - b) is dissolved, becomes insolvent, fails or is unable to or states in writing its inability to pay its debts, institutes or has instituted against it proceedings seeking a judgment of insolvency or bankruptcy, has a resolution passed for its winding up or liquidation, seeks or becomes the subject of an administrator's appointment, receiver or similar official regarding its assets; or
  - c) Pursuant to clause 16.1 (Force Majeure).

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- 13.3.** Bayer may terminate this Agreement in whole or in part, by giving written notice to Producer, with immediate effect:
- (a) on a Change of Control of Producer;
  - (b) pursuant to clause 14 (Compliance with the U.S. Foreign Corrupt Practices Act); or
  - (c) where Producer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 13.4.** Bayer may terminate this Agreement for convenience on six (6) months written notice to Producer.
- 13.5.** Upon any termination or expiration of this Agreement, Producer shall:
- (i) immediately discontinue the Production of any Commercial Seed which are the subject of this Agreement;
  - (ii) either destroy or return to Bayer or to a third party designated by Bayer, upon Bayer's written request and/or direction, any and all Foundation Seed, Commercial Seed and Confidential Information in Producer's possession or under its control (if they are held by growers) as well as the packaging (bags, containers, boxes and palettes) and all Confidential Information that may have been provided to it by Bayer in connection with this Agreement, at the time of termination or expiration, except if the Producer shall use Confidential Information to enforce a claim arisen in connection with the present Agreement or the Producer has to use it in an official procedure that was initiated against the Producer in relation with the present Agreement. In this case, the Party may retain one copy of the written and/or other material containing the Confidential Information; and
  - (iii) Destroy any growing crops of the Commercial Seed upon Bayer's written request and/or direction.
- 13.6.** The provisions of Clauses 4 (Use and Ownership of Seed and Risk of Loss), 9 (Indemnification), 10 (Warranties), 12 (Confidentiality and Publicity), 11 (Limitation of Liability), 14 (Compliance with Bayer Corporate Compliance Policy) and 16.6 (Applicable Law and Jurisdiction) shall survive the expiration or termination of this Agreement.

#### **14. BAYER CORPORATE COMPLIANCE POLICY**

- 14.1** Bayer, as part of the Bayer Group, is fully and unconditionally committed to compliance with all applicable laws and regulations as evidenced by the Bayer Corporate Compliance Policy. In view of this, the Parties have agreed on the following principles: Producer shall perform all work performed as part of the contractual relationship with Bayer in a manner consistent with all applicable laws and regulations including all applicable anti-bribery and antitrust laws. Producer will not make or provide, any payment or benefit, directly or indirectly, to government officials, customers, business partners, or any other person in order to secure an improper benefit or unfair business advantage, improperly affect private or official decision-making, or induce someone to breach professional duties. Producer acknowledges receipt of the Bayer Corporate Compliance Policy (<https://www.bayer.com/en/corporate-compliance-policy.aspx>).
- 14.2** Producer will immediately report to Bayer in writing any suspected or detected violation of the above principles in connection with Bayer's business and, in such cases, will cooperate fully with Bayer in reviewing the matter. In the event that Bayer believes, in good faith, that Producer has violated any

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of the above principles, Bayer shall request a written statement concerning such allegations from Producer and Producer shall provide such written statement without undue delay. If such written statement fails to remove reasonable doubts as to the violation of above principles, Bayer shall have the unilateral right to terminate the contractual relationship with immediate effect to the extent this is proportionate taking into account the nature and significance of the violation as well as likely legal or reputational implications for Bayer in case the contractual relationship is continued.

- 14.3** Producer acknowledges that it is prohibited from subcontracting, delegating or assigning any of its rights or obligations under the agreement without Bayer's prior written consent. In case of subcontracting Producer shall enter into a written agreement with the subcontractor containing terms that are similar to and at least as stringent as the terms of this Agreement.
- 14.4** During the term of this Agreement and for the one (1) year period following the termination or expiration of this Agreement, Bayer or its duly authorized third-party auditor, upon reasonable advance notice to Producer and at Bayer's sole expense, shall have the right during normal business hours to examine and copy such books, records, and other documents and materials, except Individual salary information, for the sole purpose of verifying whether Producer has complied with the compliance obligations stated in Section 14.

**15. SUSTAINABILITY /SAFETY REQUIREMENTS**

- 15.1.** Supplier is obligated to organize its business with Bayer in compliance with Bayer's human rights-related and environment-related expectations as well as other sustainability topics as outlined in Bayer's Supplier Code of Conduct ("Bayer SCoC"), Version dated December 31, 2022, which can be accessed through <https://www.bayer.com/en/procurement/supplier-code-of-conduct>. Bayer reserves the right to amend this Sustainability Clause as well as the Bayer SCoC if Bayer's human rights-related and environment-related expectations change and will inform Supplier thereof as soon as reasonably possible. Supplier shall acknowledge continued compliance to such amended Bayer SCoC or clause, as the case may be.

Supplier will address the substantive provisions of the Bayer SCoC to its suppliers and ensures that the substantive provisions of the Bayer SCoC are adhered to by itself and its suppliers, including access to Bayer's complaint portal specified in the Bayer SCoC.

Bayer reserves the right to evaluate, control or audit (onsite or remote audit, online or paper questionnaire, recognized certification systems or audit-systems, etc.) to ensure and verify compliance with the aforementioned. An evaluation, control or audit can be executed directly by Bayer or by a qualified third party.

Supplier shall, without undue delay, (i) report to Bayer in writing any identified risks for and violations of the principles outlined in Bayer SCoC and (ii) take appropriate remedial actions to prevent, end, or minimize the violation. Bayer reserves the right to (i) apply a concept for ending or minimizing a violation and (ii) ask for Supplier's cooperation in this respect. If Supplier fails to comply with the requirements of the Bayer SCoC, and after a grace period of three months has lapsed without the violations having been eliminated, Bayer reserves the right to either (i) suspend the agreement until such violations have been remedied, or (ii) give extraordinary notice of termination after the aligned timeline for execution has lapsed unfruitful and at Bayer's exclusive discretion.

Supplier acknowledges and supports Bayer's Supplier Inclusion & Diversity efforts, its commitment to the participation of diverse businesses and the prohibition of discriminatory treatment in the

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supply chain as outlined in Bayer SCoC. Supplier will use reasonable efforts to employ qualified diverse suppliers and subcontractors where appropriate and feasible, keep record of their use, and be able to produce a report upon Bayer's request of spend percentages with diverse suppliers.

Supplier shall indemnify and keep Bayer and its affiliates, including Bayer AG (all Bayer affiliates listed at [https://www.bayer.com/sites/default/files/GDIS\\_Companies\\_EN.pdf](https://www.bayer.com/sites/default/files/GDIS_Companies_EN.pdf)) harmless from any damages, 3rd party claims, fines, or losses arising out of violations of the obligations described either herein or in the Bayer SCoC.

- 15.2. Safety Requirements:** Producer acknowledges that it has received and read The Field Operations Guidelines and the Safety Requirements ANNEX 6 and will conduct its business with Bayer in compliance with the principles set forth in this document.

**16. GENERAL PROVISIONS**


- 16.1. Force Majeure.** Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event. Upon occurrence of such a Force Majeure Event, the affected Party shall notify within ten (10) days of the first day of such Force Majeure Event specifying the matters constituting Force Majeure Event, together with such evidence as it reasonably can give and a non-binding, good faith estimate of the anticipated duration of such Force Majeure Event, the other Party with as much detail as possible and shall use all reasonable commercial endeavours to mitigate against the consequences of such event. Provided that, if the event in question continues for a continuous period in excess of three (3) months, either Party may terminate this Agreement by notice to the other Party with immediate effect, in which case no Party shall have any liability or obligation under this Agreement.

An event shall not be a Force Majeure Event if, and to the extent that, it arises, directly or indirectly, from the act or omission of the Party claiming Force Majeure Event or from such Party's lack of funds.

This provision shall not relieve either Party of the responsibility to carry out all such obligations as are within that Party's control and shall not relieve Producer from its obligations to protect the Foundation Seed and the Commercial Seed from loss or damage to the best of its abilities.

- 16.2. Waiver.** Failure or delay by either Party in enforcing or partially enforcing a provision of this Agreement will not be construed as a waiver of its rights. A waiver by one Party of a breach or default by the other Party will not be deemed a waiver of a subsequent breach or default and will not affect the other terms of this Agreement.

- 16.3. Relationship between the Parties.** Producer is an independent contractor and nothing in this Agreement is intended to, or shall be deemed to, establish any association, partnership or joint venture, relationship of principal and agent, franchisee, legal representative, or employer and employee relationship between the Parties or any of Producer's employees, contractors, agents and representatives within the meaning of any law. Neither Producer nor its employees is authorized, nor shall it purport to be authorized, to bind Bayer or its Affiliates.

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- 16.4. Subcontracting.** Producer shall not subcontract its relevant obligations under this Agreement without Bayer's prior written consent. No such consent shall relieve Producer of such obligations. Producer shall be responsible for its subcontractors' compliance with such obligations and for subcontractors' acts or omissions. Nothing in any agreement with Producer's subcontractors shall contravene, or impair Producer's ability to perform, this Agreement. Producer shall not require Bayer's approval to subcontract growers to grow the Commercial Seed crop. All other obligations of Producer regarding subcontracting shall apply to its engagement of the growers particularly with respect to the Use and ownership of the Foundation Seed and Commercial Seed. Producer agrees to include appropriate provisions in the contracts to be signed, in advance, with the growers. If Producer fails to pay growers on the determined dates for any payment due, Producer shall give written notice to Bayer of such default. Bayer may, at its sole discretion, pay the amounts due by Producer and deduct them from the Service Fee.
- 16.5. Assignment.** Producer shall not, nor purport to, assign or encumber all or any part of its obligations or rights hereunder without Bayer's prior written consent. Any assignment made without such consent has no effect. Bayer may assign all or any part of its obligations or rights hereunder without prior written consent of Producer.
- 16.6. Applicable law and Jurisdiction.** This Agreement and disputes arising out of or connected to the Agreement, including disputes regarding the existence, validity, enforceability, breach or termination thereof shall be governed by and construed in accordance with the laws of Tanzania with the exception of its choice or conflicts of law provisions. Any dispute arising out of or connected to this Agreement, which cannot be settled by discussions between senior representatives of each Party within thirty (30) days of notification of such dispute by a Party to the other Party, shall be finally settled by a court of competent Jurisdiction. The venue shall be Nairobi and the proceedings shall be conducted in the English language. Bayer may nevertheless bring claims in other courts of competent jurisdiction, including without limitation in the country in which Producer has a registered office.
- 16.7. Entire Agreement.** This Agreement comprises the entire agreement between the Parties and supersedes all previous drafts, agreements, arrangements and understandings, whether oral or written, between the Parties on the subject matter hereof. Producer's terms and conditions shall not apply to this Agreement.
- 16.8. Severability.** If a provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions and sub-provision shall continue in full force and effect.
- 16.9. Amendment.** Except as expressly provided otherwise in this Agreement, this Agreement shall not be amended except by agreement in writing signed by an authorized representative of each Party.
- 16.10. Language.** This Agreement may be translated into other languages, but the Local "Country" language version prevails.
- 16.11. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.

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**16.12. Legal Notices.** Notices given under this Agreement by one Party to the other Party shall be in writing and may be delivered personally with signed confirmation of receipt, by registered post or courier. Notice will be deemed to have been given in the case of personal delivery at the time of delivery, in the case of registered post or courier five (5) days after the date of posting. Notices shall be sent to the addresses of the Parties set out below, or to any other address notified in writing by one Party to the other at any time after the Effective Date for the purpose of receiving notices.

For Bayer Life Science Tanzania:  
**BAYER LIFE SCIENCE TANZANIA LIMITED,**  
**BOX 2039,**  
**ARUSHA, TANZANIA.**

For:  
**TOSHA FARMING LIMITED,**  
**P. O. BOX 21343,**  
**DAR ES SALAAM, TANZANIA.**

With a copy to:  
 Bayer Crop Science Schweiz AG  
 Peter Merlan  
 Strasse 84,4052 Basel  
 Switzerland.

Any notice given under or in connection with this Agreement shall be in the English language unless otherwise required by applicable law in which case a certified English translation shall be provided together with the notice.

**IN WITNESS, WHEREOF,** the undersigned have hereunto set their hands and seal on the Effective Date. Executed in two counterparts, each of which shall be deemed an original

**AS WITNESSES:**

1. Name KHADAR HERSI HUSSEIN Title DIRECTOR

Date 22<sup>ND</sup> MAY 2024 Sign [Signature]

2. Name SAID ISALE MMANYWA Title COMPANY SECRETARY

Date 22<sup>ND</sup> MAY 2024 Sign [Signature]

For The Producer

**TOSHA FARMING LIMITED**  
**P. O. Box 21343**  
**DAR ES SALAAM, TANZANIA**

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SIGNED at ..... on this ..... day of .....

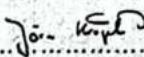
AS WITNESSES:

Name: JOERN KRAEGELOH

Title: DIRECTOR


Date: 22/05/2024

Sign

DocuSigned by:  
  
1E50B5C44B23471...

Bayer Life Science Tanzania Limited, ....

For Bayer

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**ANNEX 1****PRODUCER INFORMATION, DELIVERY ADDRESSES, VOLUME, HYBRIDS AND MATERIALS****1. PRODUCER INFORMATION**

Owner/Tenant/Director/Trustee	Khadar Hersi Hussein Hurre Rashid Koje
Company Registration Number	164759350
Farm name	Mngeta Plantation
District	Kilombero
Address	Ifakara-Mngeta
Postal Code	67521
Telephone/Cellular phone number	+255 716 325 858 +1(952) 486 1049
Bank Name	CRDB BANK PLC
Name and Account number	TOSHA FARMING LIMITED 0150747474000 TZS
VAT Registration number	
Income Tax number	164-759-350
Tax office	Dar es Salaam
Vendor Number	941009

**2. FOUNDATION SEEDS:**

- 2.1 Notwithstanding the delivery of the Foundation Seed, to the Producer, Bayer remains the owner of the Foundation Seed at all time.
- 2.2 Bayer shall provide the Foundation Seed to the Producer. The cost of these foundation seed to the producer will be covered Bayer. If the field is rejected, the producer will be charged 13738.5 /kg of foundation seed used.
- 2.3 All unused Foundation Seed must be handed over to the Bayer representative within 14 days after completion of the planting process.
- 2.4 Details of Bayer Representatives:

**Bayer Field Managers Tel: Jllala Nhega +255 678 193 975**

- 2.5 All empty bags and labels of foundation seed must be kept at the producer's farm in safe storage until the end of the season and be available for inspection throughout the season

Approved by  
EMY WANYAMA

Approved Date:  
AUGUST 2023

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**3. COMMERCIAL HYBRIDS AND VOLUME TO BE PRODUCED**

The Producer undertakes to produce the following Seed Corn Hybrid:

3.1	Hybrid	DKC90-89
3.2	Seed Parent	SY549ZXQDZ
3.3	Pollen Parent	S3903Z
3.4	Agreed Ha	154
3.5	Planting split male:female	7F-1M <sub>1</sub> -7M <sub>2</sub>
3.6	Planting ratio	6F:2M or 3F:1M
3.7	Plant Density	75000
3.8	Target Yield t/ha	5.2
3.9	Production area/ District	Kilombero
4.0	Planting Period	June 2024 - July 2024

3.1	Hybrid	DK777
3.2	Seed Parent	KT147Z
3.3	Pollen Parent	S3903Z
3.4	Agreed Ha	77
3.5	Planting split male:female	5F-1M <sub>1</sub> -5M <sub>2</sub>
3.6	Planting ratio	6F:2M or 3F:1M
3.7	Plant Density	70000
3.8	Target Yield t/ha	5.2
3.9	Production area/ District	Kilombero
4.0	Planting Period	June 2024 - July2024

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**ANNEX 2**  
**SCOPE OF SERVICES**


The Producer agrees to provide Bayer with the following services related to the production of commercial seeds:

**1. FIELD SERVICES:**

Activity / Entity In charge	Producer	Bayer	Not applicable
Governmental Seed Crop Registration		X	
Government registration and inspection charges		X	
Soil Preparation	X		
Planting	X		
Pesticide application	X		
Fertilizer application	X		
Irrigation	X		
Rouging	X		
Manual Detasseling	X		
Mechanical Detasseling	X		
Male Removal	X		
Harvesting	X		
Harvest transportation to plant or dryer	X		
Shelling and packing seed maize	X		
Government Field Inspections		X	

**2. DESCRIPTION OF SERVICES**

- 2.1. **Soil preparations:** is the seed bed preparation done by mechanical agitation of various types, such as digging, stirring, and overturning.
- 2.2. **Planting:** Sow the Foundation Seeds in the seedbed using a pneumatic or finger planter following planting pattern, the density recommendation and the planting split for each parental (male and female). The Producer agrees to plant on planting date specified as per the Planting Instructions and per the technical specifications as specified in ANNEX 5.
- 2.3. **Pesticide application:** refers to the practical way in which pesticides, (including herbicides, fungicides, insecticides, or nematode control agents) are delivered to the field. It can be applied pre-planting, pre-emergent or post-emergent, referring to the timing on when the application is done during the process. Refer to ANNEX 5.
- 2.4. **Fertilizer application:** refers to the practical way in which fertilizers are delivered to the field. It includes three main macronutrients: nitrogen (N), phosphorus (P), potassium (K). It can be applied during soil preparation or during vegetation period. Refer to ANNEX 5.
- 2.5. **Irrigation:** The artificial application of water to the land or soil. Producer should follow safety requirement specified on ANNEX 6.
- 2.6. **Rouging:** Rouging is when a team of workers walk through the fields to find off type plants and cut them. Refer to ANNEX 4.
- 2.7. **Detasseling (corn only):** Detasseling corn is removing the pollen-producing flowers, the tassel, which is at the tops of corn plant. The operation must be achieved before the tassel flowers <http://en.wikipedia.org/wiki/Detasseling>. Detasseling is done in two or three steps; in the case of mechanical the field is first detasseled by machine 1 or 2 times and then finished manually for small/late plants, otherwise it is done manually. Refer to ANNEX 4. Field production standards on **Female pollen shedding**.
- 2.8. **Male removal:** When the male plants are completely cut and crushed when the pollination is done. This operation must be achieved at the latest three weeks before harvest.
- 2.9. **Harvesting:** is the process of gathering mature crops from the fields. Harvesting planning dates will be provided by Bayer and must be followed by the Producer.

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**ANNEX 3**  
**PAYMENT TERMS AND PRICE**

**1. PAYMENT TERMS**

- 1.1** Bayer will compensate the Producer for Dry & Shelled (DS) bulk seed by weight, weighed at Bayer Life Science Tanzania approved weighbridge, which is duly certified by weight and Measure Agency (WMA).
- 1.2** The Producer will be compensated for seed received in accordance with the Price model.
- 1.3** An advanced payment up to 20% per hectare may be paid by Bayer upon the request of the Producer. If Bayer will decide to make advance payment based on field inspection and approval by Bayer the payment will be made prior to detasseling. This advanced payment shall be done by Bayer to input supplier or grower to cover input & casual Labour for detasseling. (Fertilizer & chemicals and detasseling). Any advanced payments will be deducted from the final contractual payment. The grower eligibility for advance payment will be defined by Bayer based on grower evaluation of last production seasons or the current crop at early stage for new growers. The decision to pay advance will be remain with Bayer.
- 1.4** Assuming the Quality of Seed received conforms to the quality standards as specified in ANNEX 4, Bayer shall make the final payment to the Producer 21 days after Bayer receives the invoice for the whole field from the Producer. After this date, Bayer will be liable to pay the Producer interest on the amount due. The interest rate will be based on the Central Bank rate at the time of invoicing.
- 1.5** In case of a lot being suspected not to meet quality standards as specified in ANNEX 4 (Suspect Lot), Bayer will withhold the payment of such lots until they are fully checked and approved by Bayer Life Science Quality and TOSCI. If the batch meets quality standards after approved quality testing, it will be paid. Otherwise, the Producer will have to sell it as grain to a Bayer authorized Grain Dealer and under no circumstance is it to be sold as seed. The income generated from this sale, will be used to cover costs, including advanced payments, that Bayer incurred up to that point. If there are any funds remaining, it will be paid to the Producer. If the sale of this grain is not sufficient to cover costs incurred, including advanced payments, up to that point, Bayer Life Science reserves the right to recover these remaining costs from other contracted productions at the same Producer.
- 1.6** In case part of or all a production is cancelled by Bayer Life Science during the production season (not based on technical or quality aspects or any other breach of the contractual provisions by the Producer), Bayer Life Science will compensate the Producer for the cancelled area based on the costs incurred up to the cancellation date.
- 1.7** This contract is only valid for both parties for one-year season from the date of signing this contract and not valid for any future seasons. This is also not a guarantee for any future contracts. Bayer Life Science will take the final decision on contracting a Producer.

**2. PRICING MODEL**

Delivery Point	Hybrid	Hybrid Yield Potential	Price/Kg
Mbeya	DKC90-89	5200kg/ha	TZS 1980
Mbeya	DK8031	5200kg/ha	0
Mbeya	DK777	5200kg/ha	TZS 1980
Mbeya	DKC80-53	5200kg/ha	0
Mbeya	DKC80-33	5200kg/ha	0

**2.1** Approved clean seeds will be delivered to Bayer Warehouse- Mbeya by the grower

**2.2** Any advanced payments made will be deducted from the payment due to the producer.

**2.3** The delivery weight needs to be reconciled and communicated to the Producer, by Bayer within 3 days of delivery and invoicing by the Producer should be done within 14 days after the consolidated delivered weights and quality results from Bayer Lab or TOSCI. Invoicing can be done per delivered batch, and or upon delivery of the final batch from a field.

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**ANNEX 4****SEED QUALITY STANDARDS****3. TECHNICAL ASSISTANCE AND QUALITY CONTROL**

3.1 Bayer and TOSCI personnel will regularly monitor production and make recommendations where necessary, which shall be strictly adhered to.

**4. REMOVAL OF OFF-TYPE PLANTS:**

4.1 Producer must remove all off-type plants in female and male parents.

4.2 Tolerances for off-type shedding plants, for both the male and female parents, may not exceed **0.3% per inspection.**

**5. DETASSELING:**

5.1 Male rows must be marked on both ends of the field.

5.2 All small plants and tillers in the seed parent must be removed, before the detasseling process commences unless otherwise recommended by the Bayer field manager

5.3 Seed parent plants must be detasseled on a daily basis, to ensure continual compliance of quality requirements, as long as receptive silks are present on the seed parent. The Bayer representative will, after a field inspection, certify that there are no receptive silks in the field and that detasseling can consequently be stopped.

**5.4 Three and Four-way Hybrids:**

5.4.1 A maximum of **0.25% pollen shedders** in the Seed parent is allowed during any single inspection.

5.4.2 The total number of pollen shedders in the Seed parent during 3 consecutive inspections, may not exceed **0.5%.**

5.5 Bayer reserves the right to halt the detasseling process during any inspection, until completion of said inspection.

5.6 Plant is calculated as a pollen shedder when a total of 5 cm of the main branch and/or side branches of the tassel are shedding pollen separately or in combination. All tillers are counted as whole plants.

5.7 Bayer reserves the right to assist in the detasseling process. The Producer remains responsible for the detasseling of the productions.

**6. MALE REMOVAL**

6.1 After completion of pollination, the Pollen parent must be removed within four (4) days after the Producer was requested to do so by Bayer

6.2 . The Producer undertakes to destroy the male plants and not to use it for any other purpose.

**7. HARVESTING PROCEDURE**

7.1 Bayer will complete an inspection on the ears and will inform the Producer within a reasonable time, but not less than eight days, when the harvesting process will commence.

7.2 In the event of hand harvesting, the process must be completed within five days per field to ensure uniform moisture percentages. Bayer reserves the right to assist in the harvesting process.

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4.1 Producer must remove all off-type plants in female and male parents.

4.2 Tolerances for off-type shedding plants, for both the male and female parents, may not exceed 0.3% per inspection.

**5. DETASSELING:**

5.1 Male rows must be marked on both ends of the field.

5.2 All small plants and tillers in the seed parent must be removed, before the detasseling process commences unless otherwise recommended by the Bayer field manager

5.3 Seed parent plants must be detasseled on a daily basis, to ensure continual compliance of quality requirements, as long as receptive silks are present on the seed parent. The Bayer representative will, after a field inspection, certify that there are no receptive silks in the field and that detasseling can consequently be stopped.

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5.4.2 The total number of pollen shedders in the Seed parent during 3 consecutive inspections, may not exceed 0.5%.

5.5 Bayer reserves the right to halt the detasseling process during any inspection, until completion of said inspection.

5.6 Plant is calculated as a pollen shedder when a total of 5 cm of the main branch and/or side branches of the tassel are shedding pollen separately or in combination. All tillers are counted as whole plants.

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7.1 Bayer will complete an inspection on the ears and will inform the Producer within a reasonable time, but not less than eight days, when the harvesting process will commence.

7.2 In the event of hand harvesting, the process must be completed within five days per field to ensure uniform moisture percentages. Bayer reserves the right to assist in the harvesting process.

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**8. PACKAGING**

8.1 The Commercial Seed shall be packed in bags provided by Bayer

**9. SHELLED GRAIN QUALITY REQUIREMENTS:**

9.1 Approved germination and genetic purity tests will be performed by TOSCI/Bayer Lab on basis of samples taken on each lot.

9.2 It must be free of all weed seed, other corn seed, yellow in white or any other seed or objects that cannot be removed from the seed mechanically.

9.3 Any disputes regarding the quality of the seed (with the exception of the genetic purity), official sampling shall be conducted by a TOSCI official in the presence of representatives from Bayer and the Producer. The samples shall be sent for tests to an International Seed Testing Association (ISTA) certified laboratory and the results shall be accepted by both Parties.

Any queries about the genetic purity shall be resolved by Bayer 's standard laboratory procedures and protocols as applied by Bayer in the laboratory of its choice. The results shall be accepted by both Parties.

9.4 Refer to section 8 (below) for further requirements.

9.5 Bayer reserve the right to accept moisture content greater than 12% when needed.

**10. CONSOLIDATION OF QUALITY REQUIREMENTS:**

Consolidated of Quality requirements	
BULK STAGE DEFINITION	Seed which has been dried, pre-cleaned through a cleaner equipped with upper and lower screen, treated and bagged
LOT DEFINITION	EACH PART OF 40 Ton = 1 LOT
Moisture content	12 % maximum
B. Inert matter (Stones, clods, cob pieces)	0 (Non)
C. Broken kernels	< 1.0 %
D. Pre-germinated-, insects damage-, moldy kernels/discolored	< 1.0 %
Combination C + D	< 2.5 %
E. % below bottom screen	< 5.0 %
Bottom screen	6.8 mm round screen
Weight of 1000 kernels	n/a
F. Minimum purity % by weight	99%
G. Other species	0 (Non)
H. Germination	Minimum = 90% (TOSCI /Bayer Authorized Laboratory)
I. Cold test	Minimum = 80% ( TOSCI /Bayer Authorized laboratory)
Genetic purity per lot (2)	
% maximum off-types & self's	≤ 5%
obvious off-types > 30 cm (field control, in case of dispute)	≤ 0.5%
GMO contents on grades	0%
Dent in flint corn	N/A
Sizing requirements	N/A
Phytosanitary requirements	As per additional declaration as required by growing/importing country

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Living insects	0
Treatment	N/A
Bagging	BAYER approved bags
Certification	TOSCI & Bayer

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**ANNEX 5**  
**PRODUCTION STANDARDS AND PROCEDURES**

**1. FIELD REQUIREMENTS:**

- 1.1. Planting may only be done on the units identified for seed production during contracting.
- 1.2. The field unit may only be used for Seed production purposes, as long as the unit adheres to the specifications in table 1.3.
- 1.3. Time periods for the production of different seed types are tabulated in the table below. Bayer reserves the right to change the specifications as needed.

Table 1.3 Time periods:

CORN TYPE	TIME PERIOD
Conventional Hybrid	12 months plus crop in between

**2. ISOLATION REQUIREMENTS:**

- 2.1. The unit must comply with the requirements of isolation, during the flowering period.
- 2.2. Isolation specifications for different hybrids, table 2.1. Bayer reserves the right to change the specifications.
- 2.3. Time isolation will only be allowed through written approval of Bayer and TOSCI.

Table 2.1 Isolation specifications:

Corn Type	Isolation Distances
Corn with same colour	400 meters
Corn with different colour	500 meters

**3. PRODUCTION PRESCRIPTIONS:**

- 3.1. Bayer prescribes spacing within rows 75 cm.
- 3.2. Bayer prescribed standard ratio between Males and Females as in planting instruction.
- 3.3. The Producer undertakes to plant the unit according to planting instructions.
- 3.4. The Producer will make use of a planter approved by the field manager representing Bayer.
- 3.5. The producer is responsible to select, provide and apply all weed control on contracted hectares.

**4. TECHNICAL SPECIFICATIONS AND PLANTING INSTRUCTIONS**

- 4.1. The Producer agrees to follow the technical recommendations as per the planting instructions.

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**ANNEX 6**  
**SAFETY REQUIREMENTS**

**1. GENERAL SAFETY**

Safety is a top priority for Bayer, and we expect our Producers to respect and follow the "FIELD SAFETY GUIDELINE" provided by Bayer.

**2. PRODUCER IRRIGATION SAFETY REQUIREMENTS**

If the irrigation system of the Producer is electrically managed the Producer must comply with Company's irrigation safety requirements that the company will provide to the Producer. If Producer fails to comply with the Producer Irrigation Safety requirements, then Bayer shall have the right to immediately terminate this contract. These principles are minimum requirements which may have to be completed by additional requirements in application of legal regulations or because of the location, climate, neighborhood or specificities of the irrigation equipment or other equipment used in the area.

**2.1 DEFINITIONS**

Terms used in this requirement are defined as follows:

- **Qualified Electrician:** An individual who is engaged in the electrical construction and maintenance profession and possesses training and certification in all applicable electrical codes.
- **Electrical Power Source:** A component that supplies power to an electrical device
- **System Owner:** The individual or entity responsible for operation and maintenance of the irrigation system.
- **Field:** Any outdoor area where Bayer seed growing occurs, including contracted areas, common areas, access points, and parking lots.
- **Machine Field Operations:** Any task that involves riding on field equipment, including but not limited to, tractors, combines, harvesters.
- **Hand Labor Activities:** Means agricultural activities or agricultural operations performed by hand or with hand tools in field operations. Some examples of hand-labor operations are hand-cultivation, hand-weeding, stalk cutting, roguing, hand-detasseling, hand-planting, hand-pollination, silk cutting, thinning and hand-harvesting. Field-trial data gathering is not a hand labor activity for purposes of this policy.
- **Minimum Safe Distance:** 6 meters (20 feet) which is the distance from any electrically conductive component of an irrigation system at which there is no difference in the voltage between a workers' feet and the ground.

**3. SYSTEM INSPECTIONS****3.1. Annual Pre-season Electrical Safeguard Inspection**

The annual pre-season electrical safeguard inspection shall be performed by a qualified electrician. System Owner shall be responsible for arranging for this inspection and providing a copy of the completed inspection to the Bayer site representative.

**3.2. In season Safeguard Inspection**


An in-season inspection shall be performed by Bayer personnel, on the day of and prior to any Bayer Company worker entering the field, any time the minimum safe distance of 6 meters (20 feet) to an electrically conductive component of an irrigation system cannot be maintained.

The in-season inspection may also be utilized to assess storm damage. This VISUAL inspection is meant to verify there is no observable physical damage to the equipment.

If the annual pre-season electrical safeguard inspection or the in-season inspection indicates a potential problem or any other cause for concern, no Bayer worker shall be allowed within the minimum safe distance until the irrigation system is de-energized and locked out.

**4. DISTANCE REQUIREMENTS**

The minimum safe distance of 6 meters shall be maintained by all Bayer workers from any potentially electrically conductive component of an irrigation system.

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- Machine Field Operations: Minimum safe distance does not apply as long as the operator remains on the machine. If the operator leaves the machine for any reason within the minimum safe distance, the criteria for Hand Labor Activities shall apply.
- Hand Labor Activities: For all hand labor activities, the minimum safe distance shall be maintained. If the minimum safe distance cannot be maintained for any reason, the In-season safeguard inspection shall be performed or the irrigation system shall be de-energized and locked out prior to entry into the field.

5. DE-ENERGIZING

If at any point in the annual pre-season electrical safeguard inspection, the In-season inspection or otherwise it is determined that the irrigation system may not be safe, no Bayer worker may enter the field until the System Owner has de-energized and locked out the system.

For non-Bayer owned/operated irrigation systems, if the System Owner has de-energized and locked out the irrigation system, Bayer will verify the system is de-energized per the Bayer Fundamental Requirement 5, Lockout/Tag out and locked out and apply a Bayer lockout lock to the disconnect prior to any Bayer worker entering the field.

6. COMMUNICATION

Whenever an electrically powered irrigation system is determined or suspected to be unsafe, the System Owner will notify the Bayer site immediately and no Bayer worker may enter the field until the system is de-energized and locked out or is repaired.

SEALED with the Common Seal of TOSHA FARMING LIMITED

In the presence of: -

Name: KHADAR HERSI HUSSEIN Title: DIRECTOR

Signature: [Signature] Date: 22ND MAY 2024

Stamp/seal: TOSHA FARMING LIMITED  
P. O. Box 21343  
DAR ES SALAAM, TANZANIA

For The Producer

SEALED with the Common Seal of BAYER LIFE SCIENCE TANZANIA LIMITED

In the presence of: -

Name: JOERN KRAEGELOH Title: DIRECTOR

Signature: [Signature] Date: 22/05/2024

Stamp/seal: [Bayer Logo]

For Bayer

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