

regarding the application of any of the above exceptions **shall be solely on the Recipient.**

### 1. Scope of application

**1.1.** These Confidentiality General Terms and Conditions (hereinafter, the "**Confidentiality Conditions**") regulate the processing, protection and use of all confidential information exchanged between BASF Agricultural Solutions Spain, S.L.U. (hereinafter, "**BASF**") and the recipient of such information (hereinafter, the "**Recipient**"), within the framework of any contractual, pre-contractual, commercial or technical relationship between the parties.

**1.2.** These Confidentiality Conditions shall apply to all Confidential Information disclosed by BASF to the Recipient.

**1.3.** These Confidentiality Conditions shall apply regardless of the existence of a main contract between the parties, and shall remain in force even in the absence of a formal agreement, provided that the exchange of confidential information has taken place.

**1.4.** In the event of any contradiction or inconsistency between these Confidentiality Conditions and any other specific confidentiality agreement entered into between the parties, the provisions of the specific agreement shall prevail, to the extent that they expressly conflict with what is set forth herein.

### 2. Definition of Confidential Information

**2.1.** For the purposes of these Confidentiality Conditions, "**Confidential Information**" means any information, documentation, data, know-how, formulas, products, inventions, operations, processes, plans or intentions, specifications, designs, samples, test results, trade strategies and secrets, business plans, prices, customer lists, contracts, correspondence, and any other type of information, whether of a technical, commercial, financial or otherwise, that BASF discloses to the Recipient, directly or indirectly, by any means or medium, including but not limited to oral, written, electronic, visual or through access to facilities or systems.

**2.2.** Confidential Information shall also include any information generated by the Recipient that derives, contains or is based on the information disclosed by BASF.

**2.3.** Confidential Information shall not lose its character by the fact that it is not expressly marked as "confidential", provided that, by its nature or by the circumstances of its disclosure, it should reasonably be understood as confidential.

### 3. Confidentiality Obligations

**3.1.** The Recipient undertakes to keep the Confidential Information in strict confidence and not to disclose it, in whole or in part, to any third party without the prior written consent of BASF.

**3.2.** The Recipient shall use the Confidential Information exclusively for the purposes previously agreed with BASF and shall not use it, directly or indirectly, for its own benefit or that of third parties, unless expressly authorized in writing by BASF.

**3.3.** Without prejudice to clauses 5 and 6 below, the Recipient shall take all necessary technical, organisational and contractual measures to protect the Confidential Information against any unauthorised access, use, disclosure, alteration, loss, or destruction, including, but not limited to, restricting access only to those employees, representatives, collaborators, consultants, agents or subcontractors who need to know such information, information for authorized purposes, and that are subject to confidentiality obligations equivalent to those set forth herein (the "**Authorized Personnel**"). At the request of BASF, the Recipient must prove compliance with the confidentiality obligations applicable to Authorized Personnel.

**3.4.** The Recipient shall be responsible for the fulfilment of these obligations by the Authorized Personnel and any third party to whom it has disclosed the Confidential Information with BASF's authorisation.

### 4. Exceptions to Confidentiality

**4.1.** Information that the Recipient can reliably demonstrate that:

- It was already in the public domain at the time of its disclosure by BASF, or has subsequently become so without this being due to an act or omission of the Recipient in breach of these conditions;
  - It was already legitimately in the possession of the Recipient prior to its disclosure by BASF, without being subject to any obligation of confidentiality;
  - It has been disclosed to the Recipient by a third party authorized to do so, without this implying a breach of a confidentiality obligation towards BASF;
  - Has been independently developed by the Recipient without any reference to BASF's Confidential Information.
- 4.2.** The burden of proof

### 5. Security Measures

**5.1.** The Recipient, in accordance with the provisions of clause 3.3. above, undertakes to implement and maintain appropriate technical and organizational measures to protect the Confidential Information against any unauthorized access, use, disclosure, alteration, loss or destruction.

**5.2.** Such measures must be, at least, equivalent to those applied by the Recipient to protect its own confidential information of a similar nature and sensitivity, and in no case inferior to those required by the applicable regulations on data protection and information security.

**5.3.** Security measures shall include, but are not limited to, physical and logical access controls, data encryption where appropriate, strong password policies, training of authorised personnel, and security incident management procedures.

**5.4.** The Recipient shall periodically review and update such measures to ensure their effectiveness against new threats or vulnerabilities.

### 6. Access and Internal Control

**6.1.** Subject to clause 3.3 above, the Recipient agrees to limit access to the Confidential Information to Authorized Personnel only.

**6.2.** The Recipient shall implement appropriate internal controls to ensure that access to Confidential Information is made in accordance with the "need-to-know" principle, and that such access is properly recorded, monitored, and restricted.

**6.3.** The Recipient shall provide specific and periodic training to its Authorized Personnel on the secure handling of Confidential Information and on the legal and contractual consequences of non-compliance with these obligations.

**6.4.** In the event that any person with authorised access no longer needs it, changes their role or terminates their relationship with the Recipient, the Recipient shall immediately revoke such access and take the necessary measures to prevent any further unauthorised use.

### 7. Duration of the Confidentiality Obligation

**7.1.** The confidentiality obligations set out in these Confidentiality Conditions shall come into force from the moment the Recipient receives the Confidential Information and shall remain in force for the entire duration of the contractual, commercial or any other relationship between the parties.

**7.2.** After the termination, termination or expiration of such relationship, for any reason, the Recipient will continue to be obliged to maintain the confidentiality of the Confidential Information for an additional period of **five (5) years**, unless the applicable regulations require a longer period or the nature of the information justifies a longer protection.

**7.3.** In the event that the Confidential Information consists of trade or industrial secrets, the obligation of confidentiality shall remain in force for as long as such information retains such character in accordance with applicable law.

**7.4.** In the event that the Confidential Information includes personal data, the duty to maintain confidentiality will be for an indefinite period, as long as the Recipient keeps the data.

### 8. Disclosure Required by Law

**8.1.** In the event that the Recipient is legally obliged to disclose all or part of Confidential Information by virtue of a law, regulation, court order, administrative requirement or any other competent authority, it shall:

- Notify BASF in advance in writing, as soon as reasonably practicable, prior to making such disclosure, unless expressly prohibited by law;
- Limit disclosure to only that portion of the Confidential Information that is strictly necessary to comply with the legal obligation;
- Cooperate with BASF, if requested, to attempt to obtain adequate protective measures from third parties, including jurisdictional authorities (such as confidentiality orders, injunctions, confidentiality agreements, limitation of access, or confidential or controlled treatment) that limit the scope of disclosure.

**8.2.** Disclosure under this clause shall not relieve the Recipient of its remaining confidentiality obligations with respect to information not affected by such legal obligation.

## 9. Violations and Incident Reporting

**9.1.** The Recipient undertakes to notify BASF immediately, and in any event within twenty-four (24) hours of becoming aware of any unauthorized access, use, disclosure, loss, alteration or destruction of Confidential Information, as well as any well-founded suspicion that a violation of these Confidentiality Conditions has occurred.

**9.2.** The notification shall include, as far as possible, a detailed description of the incident, the information affected, the known or suspected causes, the measures taken to contain and mitigate the impact, and the corrective actions envisaged.

**9.3.** The Recipient agrees to cooperate fully with BASF in the investigation of the incident, as well as in the implementation of corrective and preventive measures that BASF deems necessary.

**9.4.** Failure to comply with this notification obligation may, depending on the circumstances, constitute a serious breach of these Confidentiality Conditions and will give rise to the applicable legal and contractual consequences.

## 10. Return or Deletion of Information

**10.1.** Upon the termination, termination or expiration of the contractual, commercial or any other relationship between the parties, or upon the express written request of BASF, the Recipient shall, without undue delay and no later than five (5) business days, return all Confidential Information received, including all copies thereof, reproductions, abstracts or extracts, regardless of the format in which they are found. The return must entail the total deletion of the Confidential Information existing on the Recipient's computer equipment or servers.

**10.2.** In the event that the return is not reasonably possible (e.g. in the case of electronic files stored in backup systems), the Recipient shall proceed with the secure destruction of such information within [\*] ([\*]) working days from the end of the return period provided for in the previous section of this clause, certifying in writing to BASF that such elimination has been carried out completely and irreversibly.

**10.3.** The foregoing shall apply without prejudice to the legal obligations of retention of documents that may be required of the Recipient, in which case the Recipient must continue to guarantee the confidentiality of the Confidential Information during the mandatory retention period.

**10.4.** The Recipient may not invoke any right of retention over the Confidential Information, nor use it as a means of pressure or guarantee against BASF.

## 11. Intellectual Property Rights

**11.1.** All intellectual and industrial property rights in the Confidential Information, including but not limited to inventions, patents, utility models, industrial designs, trademarks, copyrights, know-how, formulas, operations, processes, methods, technical specifications and any other similar rights, shall belong exclusively to BASF or its Affiliated companies ("Affiliate(s)" means any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with BASF. "Control" – including the terms "controls", "controlled by" and "under common control with" – means the possession, directly or indirectly, of the power to direct or condition the direction of the administration and policies of a person or entity, whether through ownership of voting rights, whether by contract or otherwise), unless otherwise expressly agreed in writing.

**11.2.** Nothing contained in these Confidentiality Conditions shall be construed as granting, express or implied, any license, assignment or right of use whatsoever over the intellectual property rights of BASF or its Affiliates, except to the extent strictly necessary to comply with the authorized purposes and always within the limits established by BASF through the appropriate license or assignment document signed for that purpose between BASF and the Recipient.

**11.3.** The Recipient shall refrain from recording, exploiting, disclosing or using, directly or indirectly, any intellectual property rights arising from or relating to the Confidential Information, without the prior written permission of BASF.

**11.4.** In the event that the Recipient develops, individually or jointly, any improvement, development, invention or technical result based on BASF's Confidential Information, the rights to such developments shall belong exclusively to BASF, unless otherwise expressly agreed.

## 12. Liability and Consequences of Breach

**12.1.** The Recipient shall be fully liable to BASF for any breach of these Confidentiality Conditions, including but not limited to unauthorized access or disclosure, misuse, loss, alteration or destruction contrary to

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the agreed upon of the Confidential Information.

**12.2.** In the event of non-compliance, BASF shall be entitled to require the Recipient:

(a) The immediate adoption of all necessary measures to cease the infringement and prevent its recurrence;

(b) The restitution or elimination of the affected Confidential Information;

(c) Full compensation for direct and indirect damages, including reputational, commercial or financial damage, that BASF may suffer as a result of the breach.

**12.3.** Failure to comply with these obligations may also result in the immediate termination of any contract in force between the parties, without prejudice to any legal actions that BASF may take, including the request for injunctive relief or compensation.

**12.4.** The limitations of liability that may be established in other agreements between the parties will not be applicable to damages arising from the breach of confidentiality obligations, unless expressly agreed otherwise.

## 13. Protection of Personal Data

**13.1.** In the event that, within the framework of the contractual or pre-contractual relationship, the Recipient has access to personal data of BASF employees, representatives or collaborators, he/she undertakes to process them exclusively for the authorized purposes and in accordance with the provisions of the applicable data protection regulations, in particular Regulation (EU) 2016/679 (GDPR) and the corresponding national legislation.

**13.2.** The Recipient shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

**13.3.** The Recipient agrees to:

(a) Ensure that access to personal data is limited to strictly necessary and duly authorized personnel;

(b) Not to transfer or communicate personal data to third parties, except under legal obligation or express authorisation from BASF;

(c) Notify BASF, without undue delay and within a period not exceeding twenty-four (24) hours, of any security incident affecting personal data;

(d) Delete and/or return (at BASF's option), personal data, media and copies, once the contractual relationship has ended, subject to the provisions of clause 10.

**13.4.** The Recipient shall not acquire any rights over the personal data to which it has access and shall refrain from using it for its own purposes or purposes other than those authorized.

**13.5.** BASF's personal data protection policy is made available to the Recipient, who undertakes to provide it to its employees and its external parties whose personal data are processed within the framework of the contractual, commercial or any other relationship between the parties. This policy can be consulted at any time at the following link: <https://www.basf.com/es/es/legal/data-protection-at-basf.html>

## 14. Governing Law and Jurisdiction

**14.1.** These Confidentiality Conditions shall be governed by and construed in accordance with Spanish law, excluding rules on international conflicts of law.

**14.2.** Any dispute, controversy or conflict related to the interpretation or execution of the Contract will be, in the first instance, the subject of direct negotiation between the parties, in compliance with the provisions of Organic Law 1/2025, of 2 January, on efficiency measures of the Public Justice Service, and they expressly and irrevocably undertake to do so, now and with effect for then, to the exclusion of any other appropriate means of dispute resolution contemplated in the aforementioned law.

In the event that no agreement is reached, the parties expressly and irrevocably submit, for the resolution of such disputes, to the exclusive jurisdiction and competence of the Courts and Tribunals of BASF's registered office.

## 15. Language of the Agreement

**15.1.** In the event that these Confidentiality Conditions are provided to the Recipient in a language other than the language in which the main agreement between the parties has been entered into (the "**Contract Language**"), shall be for informational purposes only.



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**15.2.** In the event of any discrepancy, contradiction or conflict of interpretation between the version in the Language of the Contract and

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any other translated version, the version drafted in the Language of the Contract shall prevail.