# Terms and Conditions of Use – General Websites

#### **Terms of Use**

Welcome to the website for Bunge Global SA ("Bunge", "we", "our"). The following General Website Terms of Use Agreement (the "Agreement") governs your general access to and use of this website (the "Service"). Please review this Agreement carefully. By accessing and using the general areas of the Service, you agree to be legally bound by all of the terms, conditions and notices contained or referenced herein, including use of any information, products or services presented in any area of this website, our Online Data Protection and Privacy Policy [insert link] and other legal notices and/or disclosures posted on this website. Please note that if you choose to access any password protected areas of our website, you may be required to electronically sign and be legally bound by the Bunge Advanced Website Terms and Conditions Agreement.

## **Modification of These Terms of Use**

You acknowledge that we have the right, at our sole discretion, to modify, add or remove any terms or conditions of the Service without prior notice or liability to you. Any changes to the Service shall be effective immediately following the posting of such changes on our website. Because your continued use and access to this site constitutes your acceptance of these changes, we encourage you to check this website from time to time.

## **Obligations**

You are required to comply with all applicable law in connection with your use of the Service, and such further limitations as may be set forth in any written or on-screen notice from Bunge. As a condition of your use of the Service, you warrant that you will not use the Service for any purpose that is unlawful or prohibited by this Agreement.

# **Prohibited Uses Generally**

Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Service that:

- is copyrighted, unless you are the copyright owner;
- reveals trade secrets, unless you own them;

- infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- is obscene, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing to any other person or entity as determined by BUNGE in its sole discretion;
- is sexually-explicit;
- constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes; or
- contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

# You further agree not to:

- use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Service, or for purposes of registering for any promotions offered through the Service;
- delete or revise any material or other information of any other user or BUNGE;
- harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any activity being conducted on this site;
- use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Service other than the search engine and search agents available from BUNGE on the Service and other than generally available third party web browsers (e.g., Netscape Navigator and Microsoft Internet Explorer); or
- allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service.

You further agree not to violate or attempt to violate the security of the Service, including, without limitation:

- accessing data not intended for you or logging into a server or account that you are not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

- attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing", the Service;
- sending unsolicited e-mail, including promotions and/or advertising of products or services; or
- forging any TCP/IP packet header or any part of the header information in any e-mail or posting. Violations of system or network security may result in civil or criminal liability. Bunge will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Bunge reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, and to remove any information or materials, in whole or in part.

#### **Use Restrictions**

You may not download, modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, perform or circulate the Service, its contents, or any portion thereof in any form or by any means (electronic, mechanical, photocopying or otherwise), except with our express written consent. No right, title or interest in any downloaded materials is transferred to you as a result of downloading. Access to and the right to use the Service may be subject to local laws and regulations. You agree to comply with all applicable laws and regulations relevant to your use of the Service.

#### Disclaimer

WE HAVE MADE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE YOU WITH ACCURATE AND TIMELY INFORMATION THROUGH OUR WEBSITE. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED ON, DOWNLOADED OR ACCESSED FROM THIS SERVICE.

EXCEPT AS OTHERWISE EXPRESSLY INDICATED ON OUR WEBSITE, THE PERFORMANCE OF OUR SERVICE AND ALL INFORMATION, PRODUCTS OR SERVICES ACCESSED FROM OR AVAILABLE ON OUR WEBSITE ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND (TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW), INCLUDING ANY IMPLIED WARRANTIES OR WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THE RIGHTS OF THIRD

PARTIES, OR SYSTEM INTEGRATION. EXCEPT AS OTHERWISE EXPRESSLY INDICATED ON OUR WEBSITE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU THAT OUR WEBSITE OR ANY INFORMATION, PRODUCTS OR SERVICES ACCESSED FROM OR AVAILABLE THEREON WILL BE CONTINUOUS, UNINTERRUPTED, ERROR FREE (OR CORRECTED IN THE EVENT OF DISCOVERY OF ANY ERRORS), SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM ACCESSING, DOWNLOADING, OR USING ANY MATERIALS FROM OUR WEBSITE.

## **Limitation of Liability**

AS A VISITOR TO OUR WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SERVICE, AND ANY RELIANCE BY YOU ON ANY INFORMATION AVAILABLE USING THIS SERVICE, SHALL BE AT YOUR OWN RISK. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM THE USE OR THE PERFORMANCE OF THE SERVICE, HOWSOEVER ARISING AND WHETHER FRAMED IN CONTRACT OR TORT, EVEN IF BUNGE OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Representations and Warranties by User; Indemnification by User

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to legally obligate yourself to this Agreement. You represent and warrant that all information that you provide through your use of this Service (and all services accessed from or available on this website) is correct, and that you have the legal right and authority to provide such information. You represent and warrant that you will use the Service in accordance with this Agreement and all applicable laws.

You agree to indemnify, defend and hold us and our affiliates, business partners, officers, directors, employees and agents harmless from any loss, liability, claim, demand, damage, or expense (including reasonable legal fees) asserted by any third party relating in any way to your use of the Service or breach of this Agreement. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

## **Third Party Websites**

This Service may contain links to other websites and references to products and

services offered by third parties ("Linked Services"). The Linked Services are not under the control of Bunge and Bunge is not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. Bunge is providing Linked Services to you only as a convenience, and the inclusion of such Linked Services does not constitute an endorsement or approval by Bunge in favor of any third party offering Internet services, products or services on the Linked Services. As we have no control or responsibility over Linked Services, we do not assume any liability for your use of Linked Services, which use you acknowledge and agree shall be at your own risk.

# **Proprietary Rights**

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The trademark Bunge and all other trademarks and service marks of Bunge, whether registered or unregistered, including but not limited to graphics, logos, "look and feel," and trade dress, are and shall remain the property of Bunge and its subsidiaries, and are protected by United States and international trademark laws, and any use of these trademarks and service marks is prohibited without the prior written consent of Bunge. Other trademarks on this website are the property of their respective owners. Bunge makes no representations about them, their owners, their products or their services.

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# **Supplier Code of Conduct**

Bunge has a standalone Supplier Code of Conduct that is applicable to our relationships with third parties with whom we do business in providing us with goods and services. You can find the current version here <a href="https://delivery.bunge.com/-/media/Files/2023/Supplier\_Code\_English.ashx">https://delivery.bunge.com/-/media/Files/2023/Supplier\_Code\_English.ashx</a>

# **Forward-Looking Statements**

Materials, information and content contained in (or directly accessible from) the Service may contain information that is, or may be deemed to be, forward-looking statements. All statements, other than statements of historical fact, are, or may be deemed to be, forward-looking statements within the meaning of section 27A of the Securities Act of 1933, as amended, and section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements are not based on historical facts, but rather reflect Bunge's current expectations and projections concerning future results, performance, prospects, opportunities and events. Similarly, statements that describe our objectives, plans or goals are or may be forward-looking statements. These forwardlooking statements involve known and unknown risks, uncertainties and other factors that are difficult to predict and which may cause the actual results, performance or achievements of Bunge to be different from any future results, performance and achievements expressed or implied by these statements. These risks, uncertainties and other factors are described in Bunge's filings with the Securities and Exchange Commission, including but not limited to Bunge's most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q filed thereafter. The forward-looking statements included in this website are dated as of the date originally issued or indicated on the material and may no longer be accurate and complete, and, under section 27A of the Securities Act and section 21E of the Exchange Act, Bunge does not have any obligation to publicly update any forward-looking statements to reflect subsequent events or circumstances. Bunge does not assume any duty of disclosure beyond that which is imposed by law, and expressly disclaims any duty to update, supplement, correct or modify any information that is time sensitive, including press releases or company filings with the Securities and Exchange Commission.

## Severability and Integration

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and Bunge and governs your use of this Service, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Bunge. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable

law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

#### No Waiver

The failure of Bunge to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

#### No Professional Advice

Any information supplied by any employee or agent of Bunge, whether by telephone, e-mail, letter, facsimile, Internet transmission or other form of communication, is intended solely as general guidance on the use of the Service, and does not constitute legal, tax, accounting, marketing or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. Any statement of facts contained on any Bunge Website or in market comments, which may be posted on a Bunge Website, are derived from sources believed to be reliable, but are not guaranteed as to accuracy, nor do they purport to be complete. No responsibility is assumed with respect to any such statement, nor with respect to any expression of opinion herein contained.

#### General

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bunge as a result of this Agreement or your use of this Service. Nothing contained in this Agreement is in derogation of Bunge's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by Bunge with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If any court having competent jurisdiction holds any provision of this Agreement invalid or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Agreement shall continue in full force and effect. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or any other provision of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, U.S.A. without reference to its choice of law rules and provisions. The parties consent to the exclusive jurisdiction and venue of the courts in St. Louis, Missouri, U.S.A regarding any and all disputes relating to this Agreement or your use of the Service.

This Agreement are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole discretion. This Agreement shall be effective unless and until terminated at any time. Bunge may assign its rights under this Agreement to any party without notice thereof to you.

Date last modified: 1 December 2023