

GENERAL CONDITIONS FOR PROVISION OF SERVICES - ARGENTINA

1. Definitions and Rules of Interpretation.

1.1. For the purposes of the present General Conditions, the terms written in bold type with capital first letter shall be interpreted in accordance with the following definitions:

- a. "Cargill" means the legal entity identified in the Order, in the capacity of contracting party of the provision of Services.
- b. "Contractor" means the individual or legal entity specified as the Contractor in the Order, and responsible for the provision of the Services specifically identified therein.
- c. "General Conditions" mean these General Conditions of provision of Services, which establish the rights and the obligations of Cargill and of the Contractor applicable to the provision of Services, in the terms of the Order.
- d. "Party" means Cargill or the Contractor indistinctly, when referred to separately.
- e. "Parties" means Cargill and the Contractor, whenever referred to jointly.
- f. "Order" means the purchase order issued by Cargill containing the specific conditions of the provision of Services.
- g. "Services" mean the services described and characterized in the Order.

1.2. In the event of discrepancy or conflict between the provisions of the present General Conditions and those worded in the Order; or between these General Conditions and communications or any other documents exchanged between the Parties previously, and which refer directly or indirectly to the Order, the provisions established in the present General Conditions shall prevail. In the event of discrepancy or conflict between the provisions of the Order and communications or any other document exchanged between the Parties and which refer directly or indirectly to the Order, the provisions established in the Order shall prevail.

2. Object and Application.

2.1. The present General Conditions establish the rights and the obligations between Cargill and the Contractor applicable to the provision of Services by the Contractor to Cargill under the terms of the Order. The Order and these General Conditions jointly constitute the mutual obligations between the Contractor and Cargill.

2.2. With due regard for the provisions in the preceding clause, the terms and conditions established in these General Conditions are complementary to the terms and conditions defined in the Order and to any other contract existing between the Parties (hereinafter, the "Agreement") and considered an integral and inseparable part of the Order, as if they were transcribed therein.

2.3. The terms and conditions established in these General Conditions and the terms and conditions established in the Order shall be binding upon the Parties and shall generate irrevocable and unchangeable effects, should any of the following situations occur:

- a. Contractor's reply to Cargill indicating its intention to provide the Services to Cargill; or
- b. upon acceptance of the Order, either in writing, verbally or by any electronic means; or
- c. Contractor's signing of the Order or the present General Conditions; or
- d. Contractor's acceptance of these General Conditions and the Order on the internet website of the providers of Services to Cargill; or
- e. should the Contractor effectively begin the provision of the Services or begin complying with anything associated to the Order or to these General Conditions.

2.4. In addition to the forms of presentation, delivery and acceptance of the present General Conditions specified in the clause 1.2, same can also be found on the internet website of Cargill at: <https://www.cargill.com/page/cargill-po-terms>.

3. Validity.

The Order and the present General Conditions shall become valid in conformity with the clause 2.3 above, upon expressed acceptance of the Order and/or the present General Conditions, remaining valid until the date specified in the Order or

until full satisfaction of the Order, whichever the latter, with due regard for the other provisions of these General Conditions.

4. General Obligations of the Contractor.

4.1. The Contractor shall:

- a. Meet all the conditions and obligations established in the Order and with all the terms and conditions established in these General Conditions;
- b. Provide the Services in strict conformity with the conditions, specifications and descriptions of the Order and of these General Conditions and assure that the Services provided fully achieve the proposed results;
- c. For all Orders issued, provide written confirmation (via email or via the Ariba Network if you are an Ariba Network-enabled supplier) to Cargill contact listed on the Order within two business days (48 hours). Order confirmation will be one metric used to measure Contractor performance; non-compliance may lead to Contractor disqualification.
- d. Provide the Services within the timeframe established in the Order (“On-Time Delivery”) or, if Contractor is unable to meet the On-Time Delivery, Contractor will confirm with Cargill an updated delivery date during Order confirmation or as soon as Contractor is aware of not being able to complete On-Time Delivery;
- e. Provide proof of delivery (packing slip, bill of lading, etc.) along with delivered Services without fail, otherwise, this may lead to a delay of payment to Contractor;
- f. Adhere to the guidelines established by Cargill relating to the management of its providers of Services, which will be opportunely informed to the Contractor;
- g. Not use child or slave labor, or analog conditions, in meeting its obligations by virtue of the Order and of these General Conditions. Cargill does not allow or condone the use of unlawful child labor and requires full compliance with the legal requirements for minimum age of workers performing the type of work covered by the Order, as well as all safety requirements under controlling law of the jurisdiction. Cargill requires that all individuals providing services or performing any work at its plant facilities be 18 years of age or older. All personnel performing services must have the legal right to work in the country in which the services are being performed, and such personnel are not prohibited, by contract or otherwise, from performing such services for Cargill. Contractor will perform reasonable identity verification and fraud precautions;
- h. Respect all applicable legislation, especially but not limited to environmental, tax, labor occupational health and/or social security legislation in the performance of its activities;
- i. Register the workers it will employ for the provision of the Services and pay all the corresponding labor and pension obligations, under the terms of applicable legislation, including but not limited to the salaries, social and social security benefits, etc., prescribed in item d) of this clause 4.1.;
- j. In the event of employing third party manpower for the provision of the Services, the Contractor (i) shall be responsible for the compliance, by the third party, with all the applicable legislation relating to the provision of the Services, in addition to the rules prescribed in these General Conditions and in the Order, and shall assure compliance with labor and social security obligations, including the registration and/or affiliation of the workers before the corresponding government agencies and programs, as well as payment of all the corresponding salaries, obligations, social and social security benefits, etc.; (ii) guarantee that no direct labor relationship is created between the third party (subcontractor) and Cargill; (iii) pay all the remunerations and other amounts and obligations agreed upon between the Contractor and the subcontractor and other considerations agreed upon between the Contractor and the subcontractor; and (iv) indemnify Cargill for the losses, costs and expenses associated with the failure to satisfy the provisions in items i), ii) and iii) of this item;
- k. Comply and assure compliance with all the legislation associated to the work environment, health and safety of the work in relation to its workers as may be subcontracted;
- l. Noncompliance with labor, social security, environmental and work safety obligations prescribed in the items e), f), g), h) and i) of this clause 4.1. may trigger the retention of any amounts owed by Cargill to the Contractor, until the irregularity and/or omission cited and expressly informed by Cargill has been remedied;
- m. In the services to be provided at the premises of Cargill (i) The Contractor shall satisfy and assure satisfaction for its employees and subcontractors, all the health, social security and environmental rules established by Cargill and (ii) separate any worker that Cargill understands, at its discretion, who is not complying with the health and social security or environmental rules established by Cargill or who, also at the discretion of Cargill, is causing any

impediment to the operations of Cargill. It is understood and agreed upon that whenever Cargill requests the Contractor the dismissal of a certain worker, said request shall not imply the termination of the work contract between the Contractor and the corresponding worker, but rather that the Contractor may not continue using said worker in the provision of Services to Cargill. The Contractor shall take the final decisions on the continuation or not of the employment relationship with its own workers, in conformity with the applicable laws and the personnel policies of the Contractor. Each party shall be responsible for the acts of its respective workers, carried out by virtue of the Order and/or of these General Conditions;

- n. Perform its activities in accordance with the legislation, rules, resolutions and/or provisions introduced by public authorities, exempting Cargill from any liability by virtue of miscompliance or violation thereof;
- o. Keep valid and effective and meet all the requirements and conditions of all the licenses and authorizations necessary to meet its obligations by virtue of the Order and of these General Conditions;
- p. Not violate, in the exercise of its activities and in compliance with the Order and the present General Conditions, the intellectual property rights or any other rights held by third parties;
- q. Indemnify Cargill for any loss it may incur by default on any of the obligations undertaken by the Contractor in the mark of these General Conditions and of the Order; and
- r. Comply with all existing laws, statutes, rules, codes, ordinances and regulations. Additionally, the Contractor shall maintain for the entire validity of these General Conditions, the Order or the Agreement, all records required by applicable legislation.
- s. Misrepresentation of Business Size: Civil penalties, including, but not limited to, those under the civil False Claims Act, 31 U.S.C. 3729-3733 and the Program Fraud Civil Remedies Act, 331 U.S.C. 3801-3812 can be imposed for knowingly misrepresenting the small business size status of your business in connection with a Cargill solicitation/subcontract.

5. Taxes.

All the taxes due on the provision of the Services and these General Conditions shall be afforded by the tax payer or party responsible, under the terms of tax legislation in effect at the time and corresponding to the respective place of invoicing, provided that in no case total Order values shall include taxes.

6. Ethics and Anticorruption Expectations.

6.1. The Contractor is aware that the Foreign Corrupt Practices Act of the USA ("FCPA") against bribery and anticorruption laws of other jurisdictions (jointly with the FCPA, the "Anti-Bribery Laws") prohibit, under threat of severe sanctions, the payment, offer, promise of payment or authorization of payment or offering of cash or any item of value, directly or indirectly through third parties, to any Government Authority (as defined below), political party, employee of a political party or any candidate to a public office, designed to influence them in their official capacity, or induce them to use their influence to assist any person to obtain or maintain business and/or obtain improper advantages.

6.2. The Contractor, in the performance of its obligations prescribed in the terms of these General Conditions and/or of the Order, shall not infringe upon the FCPA or any other Anti-Bribery Law, nor shall it pay, offer, promise to pay or authorize payment or offer cash or any object of value, be it directly or indirectly:

- i. To any Government Authority; or
- ii. To any political party, political party official or any candidate to a public office. With the purpose of obtaining or maintaining business or improper advantages for Cargill.

6.3. No part of the funds paid by Cargill to the Contractor shall be used for any purpose that violates the FCPA, the Anti-Bribery Laws in force or any other applicable law to the Contractor for the Services provided to Cargill.

6.4. At the date of the present General Conditions and/or of the Order, none of the owners, employees, officers, managers or employees of the Contractor are a Government Authority (as defined ahead), a political party official or candidate to a public office. For the duration of the present General Conditions and of the Order, the Contractor agrees to notify a Cargill in writing if one or more of its owners, board members, officers, leaders, managers or employees becomes a Government Authority, political party official or candidate to a public office.

6.4.1. Government Authority is understood to be any administrator or employee of the State, in any of its political-territorial instances or branches of the public power, international public organization, or any department or agency thereof, or a company fully or partially owned or controlled by a government, including any person acting in an official position in the name of said entities (“Government Authority”).

6.5. The Contractor declares its awareness and acceptance, in all its terms, irrevocably and unchangeably, of the Code of Conduct of Cargill Contractors, attached as Appendix I to the present General Conditions, and commits to act with business responsibility, integrity and transparency, fully complying with the provisions therein.

7. Inspection, Liability and Guarantees for the Services.

7.1. Cargill shall have the right (but not the obligation) to inspect and to supervise the provision of the Services. The right of inspection prescribed in this clause neither exempts nor restricts the liability of the Contractor for any losses caused to third parties, or to Cargill, as a consequence of shortcomings in the provision of the Services. Once the Contractor has been communicated of the defect in the Services provided, the Contractor shall be obliged to indemnify third parties and/or Cargill for the losses caused and that are related to the Service in question.

7.2. The Contractor shall be solely liable for all and any loss caused for the delay in the provision of the Services, including indemnifications, fines and/or other penalties sustained by Cargill as a consequence of the damage caused to Cargill or to third parties.

7.3. The Contractor commits to remedy all and any defect in the provision of the Services as cited by Cargill during the guarantee term prescribed in the Order or in the Agreement, if applicable, and shall immediately re-perform the Services, at its sole account and risk, without any onus for Cargill, during the guarantee period.

7.4. If the Contractor does not perform the Services in accordance with the provision in the item b) of clause 4.1. above in the maximum term of 3 (three) business days counted as of the date its receives the communication from Cargill requesting the correct provision of the Services, Cargill is authorized to hire a third party to carry it out, and Contractor shall reimburse Cargill, within 5 (five) days counted as of the written request from Cargill, for all the costs, direct and indirect, it incurred for hiring this third party.

7.5. The Contractor is responsible for guaranteeing the quality of the Services provided and that same are satisfactory. Furthermore, if the Contractor is not the direct provider of the Services, the Contractor shall be jointly liable with the subcontractor for compliance with the obligations established in this chapter.

8. Delay and Default.

8.1. Delay in compliance with any of the obligations of the Parties referred to in these General Conditions, in the Order and/or in applicable legislation, shall be automatically considered as soon as the term for meeting the corresponding obligation expires, without the need for advice or notification from the other party. For the obligations with a term of compliance not expressly stated in the Order or in the present General Conditions, the party shall be deemed in delay from the date on which it receives written notice of the default from the other Party.

8.2. The Contractor shall indemnify Cargill or any third party for any damage (moral, material or any other nature) caused to Cargill or to third parties arising from actions or omissions by the Contractor or from acts or facts attributable to the Contractor and which are in disagreement with that established in the present General Conditions, in the Order or in the applicable law.

8.3. Notwithstanding the provisions in clause 10.3, in any case of default or delay in the obligations of the Contractor in the framework of these General Conditions or of the Order, Cargill is authorized by the Contractor, irrevocably to withhold any payment owed to the Contractor in the framework of these General Conditions and/or of the Order and until latter pays the amounts owed to Cargill, in accordance with the terms of these General Conditions and of the Order.

8.4. If the Contractor cannot or feels it is unable to fully satisfy with the obligations established in the Order or in these General Conditions for any reason, then it shall immediately inform Cargill verbally and in writing. Said communication from the Contractor does not exempt liability regarding any obligation established in the Order and/or in these General Conditions.

9. Labor and Social Security Responsibility.

9.1. Obligations of the Contractor in relation to personnel: in agreement with that established in the General Obligations, the Contractor shall justify to Cargill, on a monthly basis, compliance with the labor and social security, tax and any other legal and/or conventional obligations, in force or to be created, corresponding to those persons – dependent or not – it uses to provide the Services, with the work organisms, the contracting of compulsory life insurance, work accident insurance to cover the risks referred to in Law 24.557 and/or all other which in the future may replace it, and also the option of the common right recognized in law 26.773 and all other precaution and/or requirement under the law.

9.2. No employee relationship unites Cargill with the workers and/or personnel assigned by the Contractor. In such sense, the Contractor shall be the sole party responsible for all types of obligations, including but not limited to labor, pension, union and common right occurring in relation to the personnel assigned thereby to provide the Services.

9.3. The Contractor shall irrevocably and unconditionally keep Cargill and/or its Affiliates, and their respective officers, employees, employees, free and protected on a permanent basis and without any time limitation, regarding and/or in relation to any sum of cash which in any nature and/or by any concept it finds itself obligated to pay the workers and/or the social security and/or pension organisms, and/or for any class of damage and/or losses sustained thereby, and/or costs and/or expenses paid and deriving from conflicts of interest and/or legal and/or complaints of any nature, be they individual or collective, including but not limited to those originating in administrative complaints and/or labor and/or civil courts brought by any of the employees affected by the provision of the Services hired and/or derive or are linked to the same provision of the Services.

9.4. In this sense in particular, should there arise any labor conflict and/or of any other nature therewith, the Contractor shall make the indemnifications and/or any other corresponding cash payment thereto, and shall keep Cargill free and protected from any complaint and/or action brought against Cargill, and the Contractor shall reimburse Cargill for any sum of cash it had to disburse as a consequence of the contingencies mentioned, in accordance with that prescribed in Art. 136 of law 20.744.

9.5. Likewise, the Contractor recognizes in favor of Cargill the option and authority to retain payments it should make to former and used them for payment or compensation of present and future obligations arising from guaranteed indemnity.

9.6. Without prejudice to the foregoing, the Contractor shall inform Cargill the CUIL (tax registration) numbers of each of the employees hired for the provision of the Services, and shall periodically show Cargill and/or designated third party auditor, the documents and information prescribed in Art. 30 of law 20.744.

9.7. Accordingly, the Contractor shall deliver Cargill on a monthly basis a copy of the following documentation corresponding to the personnel affected in the compliance hereto:

- a. List of personnel, including CUIL (tax registration) number.
- b. Photocopy of the salary book and ledgers bearing the contracting.
- c. Photocopy of receipts of payment of earning.
- d. Proof of payment and, certificate of coverage with ART payroll, clause of non-repetition in favor of Cargill and copy of the respective agreement for those employees in a dependency relationship who are affected by the provision of the Services.
- e. Personal Accident Policy with an assured amount of AR\$ 625.000 where Cargill is included as beneficiary to the extent of its respective interests; for personnel not in a dependency relationship and who is affected by the provision of the Services.
- f. Proof of payment and ART coverage and copy of the respective agreement.
- g. Copy of the proof of payment for compulsory life insurance and the respective agreement.
- h. Copy of the proof of payment to the pension organisms and AFIP.
- i. Copy of the proof of payment corresponding to Social Security Contribution.
- j. Copy of the Receipt Advice issued by the Register of Entries and Cancellations relating to social security, proving management of entries by the Contractor with relation to the personnel assigned to provide the Services that are the object hereof, pursuant to that established in Art. 20 of General Resolution 1891 of the Federal Administration of Public Revenue.

k. Proof of non-inclusion in R.E.P.S.A.L. (not prior to 15 days of the signature hereof).

Likewise, the Contractor shall deliver Cargill all other documentation proving compliance with rules currently in effect.

9.8. All the documentation that the Contractor delivers to Cargill in compliance with that established in the present clause shall be signed by an agent of the Contractor.

9.9. Subcontracting: It is entirely prohibited for the Contractor to subcontract personnel for the provision of the Services, unless expressly so authorized by Cargill. In this case, the Contractor shall meet all the obligations referred to previously and shall demand compliance from any subcontractors it may hire.

9.10. Retention and Compensation: As prescribed in Art. 136 of law 20.744, Cargill shall be entitled to retain the sums payable to the Contractor for the provision of the Services agreed upon herein if the personnel of the Contractor requests Cargill the payment of the amount in debt in the concept of remuneration or other cash rights arising from the employment relationship. The Contractor hereby expressly authorizes Cargill to offset said amounts up to the amount owed by Cargill for the Services provided, as per Art. 921 of the National Civil and Commercial Code.

9.11. The Contractor shall send Cargill at least 7 (seven) days before the arrival of its personnel at the premises of Cargill, a note subscribed by the respective Work Risks Insurer, which shall be previously approved by Cargill, in the following terms:

“In response to your request and with a view to meeting your company’s needs, we inform the following:

- a. expressly waives bringing any repeat or return action against Cargill S.A.C.I. and its Subsidiaries or companies in which it has a stake, its employees or workers, based on Art. 39.5 of the Law 24.557 or on any other legal rule, based on cash or monetary payments it finds itself obliged to grant or pay its dependent or ex-dependent personnel, encompassed by law 24.557 and the work risk policies subscribed thereby.
- b. shall irrefutably notify Cargill S.A.C.I. the defaults on the policy incurred by the insured party and particularly the failure to make payment at the end thereof, within the ten business days counted as of the time in which effectively acknowledges the existence of said defaults.”

9.12. All persons not included in the list of insured parties and with the proof cited, may not enter the premises of Cargill, and the Contractor shall immediately proceed to replace them such that the provision of Services is not affected, delayed or interrupted. This does not generate any payment obligation of any kind by Cargill, and the Contractor shall be obliged to comply herewith and afford the costs associated to said replacement or removal immediately.

9.13. The updated list of insured personnel shall be delivered to Cargill whenever there is any modification thereof.

9.14. Likewise, the Contractor shall confirm and submit the list of medical providers hired by its ART.

9.15. The obligations undertaken by the Contractor in the present clause are an essential condition, so the default or faulty compliance therewith shall entitle Cargill not to make full or partial payment of the corresponding invoices until the Contractor complies therewith, and/or to settle the present General Conditions and/or the Order, and Cargill is reserved the right to take legal action for the damage and losses as caused by said default.

10. Assumptions for Rescission / Termination.

10.1. The assumptions for rescission, in addition to those prescribed in specific provisions of the Order, these General Conditions and/or the Order may be terminated based on the following causes:

- a. In a situation of insolvency, order or request for delay or bankruptcy or similar, application for court-supervised and/or extrajudicial reorganization by the other Party, regardless of any prior notice;
- b. By Cargill, at its sole discretion, in the case of (i) any interruption of activities by Contractor and/or its suppliers, which in the judgment of Cargill might hamper in any way the provision of the Services in the conditions and within the timeframe stipulated in the Order and in the present General Conditions; or (ii) default or delay by the Contractor of any obligation for which it is obligated by virtue of the present General Conditions and/or of the Order;

- c. By the Contractor, should Cargill fail to make payments by virtue of the Order and of the present General Conditions, within the 30 (thirty) days as of the date of receipt of the written notice sent by the Contractor to Cargill demanding the realization of the payment of the past due amount, if applicable.

10.2. The Parties shall not be obliged to pay indemnification or any penalty whatever in the event of rescission for the cause mentioned in item a) of clause 10.1 above, however all the obligations assumed under these General Conditions and/or of the Order shall be considered to have been born prior to the date of rescission.

10.3. In the case of termination based on subitems b) or c) of clause 10.1 above, the Offending Party shall be subject to a non-compensatory penalty of damage and losses, equivalent to 5% (five percent) of the valor total of the Order, in addition to the reimbursement and/or compensation the losses sustained by the party which did not give origin to the cause of the default and without prejudice to the indemnification and sanctions prescribed in these General Conditions and/or in the Order.

10.4. In any event of termination of these General Conditions and of the Order, not excluding other sanctions and indemnifications established, the Contractor shall be obliged to provide the Services which have already been paid for or, at the discretion of Cargill, return to Cargill all the amounts paid thereby at the index rate approved in writing between the Parties, whenever so permitted by applicable legislation.

10.5. Except in cases of intent or gross negligence, the Parties shall not be obliged to pay the other Party indemnification for loss of profit, indirect or consequential damage.

10.6. Any indemnification or compensation payable by Cargill to the Contractor as per the Order and/or these General Conditions shall be limited to 10% (ten) percent of the total price of the Services.

10.7. The Parties may, for any reason or without reason, consider these General Conditions and/or the Order anticipatedly terminated without paying any penalty to the other party, whenever so notified in writing to the other party with at least thirty (30) days in advance and that they comply with the obligations validly undertaken prior to the anticipated termination.

11. Non-Disclosure.

The Contractor shall keep in absolute privacy all the information as may be disclosed thereto by Cargill, including, but not limited to any information, materials, data, documents and technical specifications which it may have knowledge of or access to, or which may be entrusted thereto, whether or not related to the object of its Order. This obligation shall remain in force for as long the obligations of the Contractor under the Order and these General Conditions are valid, and for the five (5) years following fulfillment or rescission thereof, as applicable.

12. Notices.

All notices, requests, orders and other communications, addressed to any of the Parties, relating to these General Conditions and/or the Order, shall be in writing to be considered valid, and shall be sent to the addresses of the Parties specified in the Order.

13. Protection of Personal Data.

13.1. For the duration term of the Services, the Contractor may receive from Cargill personal data protected by laws restricting the collection, use, access, processing and free circulation of the personal data (collectively, the "Privacy Regulations"). From the time the Contractor receives said personal data, in addition to taking all the security measures requested for the protection of confidential information, the Contractor shall: (i) prevent any transfer between countries, processing or maintenance of personal data without prior written consent from Cargill; (ii) keep in place the technical, organizational and safety measures designed to protect the privacy of personal data; (iii) not use the personal data for any purpose with exception of the satisfying the Services unless otherwise agreed upon in writing; (iv) take at least the same degree of care for the safeguard and prevention of unauthorized access, disclosure, publication, destruction, loss, alteration, or the unauthorized use of the personal data of Cargill that the Contractor employs to prevent authorized access, disclosure, publication, destruction, loss, alteration or the use of the very information of the Contractor, of a similar nature, but in any case the care shall be no less than reasonable; (v) fully satisfy the safety and data privacy requirements

of Cargill, which Cargill may update from time to time. In the event of inter-country transfer of personal data, the Contractor shall reach agreements or subsequent amendments that Cargill may reasonably request from time to time.

13.2. In the event of non-authorized disclosure where the Contractor knew or suspected that the personal data of Cargill or in light of any security failure, the Contractor shall (i) notify Cargill as soon as possible, and within twenty-four (24) hours in the case of a confirmed event in which its security becomes compromised; (ii) mitigate, within what is practical and reasonable, any damage effect of the disclosure or security failure; (iii) provide commercially reasonable cooperation to identify any third party which received or obtained any of the personal data or records of Cargill; (iii) make all commercially reasonable efforts to recover said data or records in favor of Cargill; (v) cooperate with Cargill in obtaining any advice or information regarding the unauthorized access or the disclosure of the personal data of Cargill as necessary in accordance with any regulation, rule or applicable law; and (iv) take commercially reasonable steps to prevent a repeat security failure in the future. In the event of a security failure, Cargill may also opt to terminate the Services immediately and obtain a pro-rate reimbursement for the amount paid.

13.3. At the request of Cargill, the Contractor shall destroy all the personal data contained in any medium relating to personal data or, if so requested by Cargill shall return said personal information to Cargill or to whomsoever it designates. Said information and data shall include all the copies of the personal data of Cargill in possession of or under the control of the Contractor. The Contractor shall deliver written certification of compliance to Cargill to its full conformity signed by an authorized representative of the Contractor and shall confirm in said certification that the media and/or the device in which said information or data was stored has been safely erased.

14. General Provisions.

14.1. None of the Parties may, without the prior and expressed consent of the other Party, assign or transfer, in whole or in part, any of its rights or obligations undertaken pursuant to the Order or these General Conditions.

14.1.1. Notwithstanding the provision in the preceding clause, Cargill is authorized by the Contractor to assign or transfer, in whole or in part, any of its rights and/or obligations assumed by virtue of the Order and/or of these General Conditions, to any of its related or affiliated companies, be it the head office, branch or subsidiary, direct or indirect.

14.2. The Contractor is hereby obligated, irrevocably and unchangeably, not to assign, give as collateral, factorage or in any other way transfer to third parties any credit it holds against Cargill and that is related to the Order and/or to these General Conditions, without the expressed written authorization from Cargill. Any assignment or transfer made in default of this obligation shall be considered lawfully null and void, being deemed duly realized all the payments made by Cargill directly to the Contractor, and having a discharging effect on the obligations of Cargill.

14.3. The failure by any Party to demand strict compliance with any obligation or condition established in these General Conditions or in the Order, shall be considered mere tolerance and shall not imply modification of the obligation or condition nor a waiver of the right to demand it in the future, not affecting the validity of these General Conditions and/or of the Order or Agreement, and any of its conditions.

14.4. The obligations of each Party established in the present General Conditions or in the Order constitute legal, valid, binding and enforceable obligations in accordance with their terms, and replace all previous agreements, representations, negotiations and arrangements, be they verbal or in writings as provided in their object in whole or in part.

14.5. The Order and these General Conditions may only be amended in writing, with due regard for the following:

- a. The Order can only be changed by sending a rectifying request by Cargill to the Contractor company; and
- b. These General Conditions can only be modified by amendment signed by the Parties or their authorized legal representatives.

14.6. Should any provision of these General Conditions and/or of the Order be deemed null and/or contrary to the law, for any Government Authority or jurisdiction, the remaining provisions shall not be affected.

14.7. All the titles of the chapters, clauses, items or other items of these General Conditions are used solely as reference and, accordingly, shall not affect the content thereof.

14.8. The Contractor may not use the marks, registered trademarks, logotypes, service marks or other marks owned by Cargill in any way whatever, including, among others, advertising, lists of users or clients, unless the Contractor obtains prior consent in writing from Cargill.

14.9. For the interpretation, compliance and enforcement of these General Conditions, the Parties are subject to the laws and to the jurisdiction of the property courts of the city or region capital of the country where the Order is issued. Contractor hereby acknowledges and agrees to fully comply with Cargill's Supplier Code of Conduct, which can be accessed in its entirety at www.cargill.com/supplier-code.

ATTACHMENT

CARGILL PROCUREMENT & INVOICING REQUIREMENTS

Cargill utilizes an electronic system for all invoices, purchase orders, change orders and other required documents between Cargill and Supplier. This system allows the parties to quickly transact required documentation in an efficient and effective manner. If requested by Cargill, Supplier will be required to utilize this electronic system as described below, for all requested transactions between Supplier and Cargill.

1. E-Commerce Provider

In addition to the obligations contained in this contract, if requested by Cargill, Supplier will also be required to utilize Cargill's e-commerce service provider, currently SAP Ariba, Inc. or other provider as may be communicated by Cargill to Supplier ("E-Commerce Provider").

The E-Commerce Provider will operate and maintain a software as a service solution, as an example the Ariba Network (the "Network"). Supplier will utilize the Network to enter transactional information between Cargill and Supplier, including but not limited to purchase orders, changes requests, advanced ship notices, order confirmations, invoices, catalogs and/or any other information as requested by Cargill.

2. Supplier Responsibilities

To access the Network, Supplier must engage and contract directly with the E-Commerce Provider. The E-Commerce Provider may require a fee to access the Network. The E-Commerce Provider will be responsible for the Network and Cargill will have no liability in regard to the Network or the actions or inactions taken on the part of the E-Commerce Provider. Supplier's sole recourse in regard to the Network will be with the E-Commerce Provider.

3. Catalog Enablement Process

If requested, Supplier will partner with Cargill in the establishment of an external catalog between the parties. Supplier agrees to commit necessary resources to complete the catalog within a mutually agreed timeline. After creation of a complete catalog, Supplier agrees to maintain the accuracy of the catalog in accordance with this Agreement or as directed by Cargill.

In addition Supplier will implement appropriate technology security measures, as directed by Cargill, to safeguard Cargill's information.