

General Conditions for Service Provision – HONDURAS

1. Purpose and Application.

1.1. These **General Conditions** establish rights and obligations between **Cargill** and the **Contractor**, applicable to the service provision by the **Contractor** to **Cargill**, in the terms of the **Order**. The **Order** and these **General Conditions** constitute, collectively, in the obligations mutually incurred between the **Contractor** and **Cargill**.

1.2. Considering the provisions of clause 2.2, the terms and conditions established in these **General Conditions** are complementary to those defined in the **Order** and any Agreement executed between the **Parties** ("Agreement") and represent an integral and inseparable part of the **Order**, as if they were transcribed on it. Terms and conditions established in these **General Conditions** and those ones established in the **Order** become binding in relation to the **Parties** and shall generate irrevocable effects upon the occurrence of one of the following hypothesis: (i) upon response from the **Contractor** to **Cargill** indicating its intention of provide **Services** to **Cargill**, in a written, oral manner or any electronic means; (ii) upon acceptance of the **Order** forwarded by **Cargill** to the **Contractor**; (iii) upon signature of the **Order** by the **Contractor**; (iv) upon acceptance of these **General Conditions** and acceptance of the **Order** by the **Contractor** via **Cargill's** website; or (v) if the **Contractor** effectively initiates providing **Services** or compliance with any obligation associated to the **Order** of these **General Conditions**. **Contractor** will for all **Orders** issued, provide written confirmation (via email or via the Ariba Network if **Contractor** is an Ariba Network-enabled supplier) to the **Cargill** contact listed on the **Order** within two business days (48 hours). **Order** confirmation will be one metric used to measure **Contractor's** performance; non-compliance may lead to **Contractor** disqualification.

1.3. In addition to arrangements and supplying forms of the **General Conditions** presented in clause 1.2, they can also be found at **Cargill's** website: <https://www.cargill.com/page/cargill-po-terms>.

2. Definitions and Interpretation Modes.

2.1. For the purposes of these **General Terms** and of the **Order**, the terms in bold and initial capitals shall be read under the definitions below:

(i) "**Contractor**" means a natural person or legal entities indicated as **Contractor** in the **Order**, and liable for the service provision specifically identified also in the **Order**.

(ii) "**Cargill**" means a legal entity identified as a Purchaser in the **Order**.

(iii) "**General Conditions**" refers to conditions for Service Provision, which establish **Cargill** and **Contractor's** rights and obligations applicable to the service provision, object of the **Order**.

(iv) "**Party**" refers to **Cargill** or to the **Contractor**, when separately and indistinctly referred to.

(v) "**Parties**" refers to **Cargill** and the **Contractor**, whenever mentioned together.

(vi) "**Order**" refers to the purchase order issued by **Cargill** containing the specific conditions of the **Service** provision indicated therein.

(vii) "**Services**" refers to the ones described and characterized in the **Order**.

2.2. In case of divergence or conflict between the provisions from these **General Conditions** and the **Order**, or (b) between these **General Conditions** and communication or any other documents or instruments exchanged, issued or received by **Cargill** and/or by the **Contractor** and, directly or indirectly, related to the **Service** provision object of the **Order**, the conditions provided in these **General Conditions** shall prevail. In case of divergence or conflict between the **Order's** provisions, and any communications or any other documents or instruments exchanged, issued or received by **Cargill** and/or by the **Contractor** and, directly or indirectly, related to the **Service** provision object of the **Order**, the conditions provided therein shall prevail.

3. Validity.

3.1. The **Order** and these **General Conditions** shall become effective within clause 1.2 terms, with expressly acceptance of the **Order** and the **General Conditions** herein, and shall remain in force until the date specified in the **Order**, or until full compliance with this **Order** and these **General Conditions**, whichever occurs last, observing the remaining provisions of these **General Conditions** and of the **Order**.

4. Contractor's Obligations.

4.1. The **Contractor** is obliged to:

(i) comply with all terms and obligations set forth in the **Order** and with all those ones set forth in these **General Conditions**;

(ii) provide **Services** in strict compliance with the circumstances, specifications and descriptions from the **Order** and these **General Conditions**, so as to the **Services** provided totally achieve the results suggested;

(iii) provide **Services** within the deadlines set forth 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**;

(iv) fulfill the guidelines set forth by **Cargill** concerning the management of its **Service** provision, given that such guidelines shall be delivered to providers upon the beginning of **Service** provision;

(v) do not apply child workforce or any similar to slavery condition upon the compliance of its obligations under the **Order** and 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**. The **Contractor** will perform reasonable identity verification and fraud precautions;

(vi) follow all applicable laws, in particular, but not limited to environmental, tax, labor and social security legislation, in the exercise of its activities;

(vii) register the employees assigned for the **Service** provision in the corresponding governmental institutions and pay all corresponding labor and social security funds, in the terms of the applicable legislation, including but not limited to salaries, charges, social security and labor funds, etc., excepted for the provisions in the item iv of this clause 4.1;

(viii) in case of hiring of third parties for **Service** provision, the **Contractor** (a) shall be liable for the compliance, by the third parties, with the law in force and related to the **Service** provision, as well as with the rules provided in these **General Conditions** and in the **Order**, and this Party shall be sure concerning the regular registration of employees and the payment of all salaries, charges, social security and labor funds, etc.; (b) ensure that any direct relationship between a subcontracted third party and **Cargill** shall be made (c) pay all remunerations, other funds and charges agreed between the **Contractor** and the subcontracted third party and other considerations agreed between the **Contractor** and that subcontracted third party; and (d) shall indemnify **Cargill** for losses, costs and expenses associated to the non-compliance with the information provided in the items (a) through (c) herein;

(ix) comply and provide compliance with the law regarding to labor environment, health and safety, related to employees and any subcontractor;

(x) Non-compliance of labor, social security, environment and safety obligations, provided by items (v), (vi), (vii), (viii) and (ix) of this clause 4.1 may cause the withholding of payments due by **Cargill** to the **Contractor**, until the issue and/or omission expressly identifies and informed by **Cargill** is solved;

(xi) in the services that shall be provided within **Cargill's** facilities, the **Contractor** shall (a) comply and provide compliance, by itself, its employees and subcontracted, all requirements for health, safety and environment defined by **Cargill** and (b) dismiss any employee which is understood by **Cargill**, at its discretion, as not fulfilling the health, safety and environment standards stated by **Cargill** or, still under **Cargill's** discretion, is impairing **Cargill's** operations;

(xii) perform their activities in accordance with legislation, requirements and understandings from public authorities, exempting **Cargill** from any responsibility due to non-compliance or non observance;

(xiii) keep valid, enforceable and comply with, all requirements and conditions of all licenses and permits necessary to fulfill its obligations under the **Order** and these **General Conditions**;

(xiv) do not violate any intellectual property rights or any other title nature held by third parties in the exercise of their activities and in fulfilling the **Order** and these **General Conditions**;

(xviii) indemnify **Cargill** for any damages and/or losses arising from non-compliance of any obligations taken by the **Contractor** under these **General Conditions** and the **Order**; and

(xix) comply with all immigration laws, statutes, rules, codes and regulations existent ("Immigration Laws"). Moreover, the **Contractor** shall maintain all records required for compliance with the Immigration Laws, within the effectiveness of the **General Conditions**, **Order** or Agreement herein.

5. Taxes.

5.1. All taxes applied to the **Service** provision shall be collected by the taxpayer or their representative, in accordance with the effective tax legislation upon the respective billing, provided that in no case total **Order** values shall include taxes.

6. Ethics and Anti-corruption provisions.

6.1. The **Contractor** is aware that the Foreign Corruption Practice Act of the United States, and the anti-bribery and anti-corruption laws of other jurisdictions (jointly with FCPA, the "Anti-Bribery Laws") prohibit, under threat of severe penalties, the payment, offer, promise of payment or authorization of payment or offer of money or any valuable good, directly or indirectly, through other parties, to any Governmental Authority (as defined below), political party, political party official or any candidate for any public office, in order to influence them in their official capacity, or inducing them to use their influence to favor someone else.

6.2. The **Contractor**, in the performance of the obligations provided by these **General Conditions**, shall not violate the FCPA or any other Anti-Bribery Laws in force, and/or pay, offer, promise to pay or authorize paying or offering money or any valuable goods, either directly or indirectly: (i) any Governmental Authority (as defined below); or (ii) any political party, political party official or candidate for public office, in order to obtain or retain business or to gain an undue advantage to **Cargill**.

6.3. Any part of the funds paid by **Cargill** to the **Contractor** shall be used for any purposes that violate the FCPA, any Anti-Bribery Laws in force or any other laws applicable to the **Contractor** in respect of services offered to **Cargill**.

6.4. By the start of these **General Conditions** and/or the **Order**, none of the owners, officers, directors, managers or employees would represent a Governmental Authority (as defined below), political party official or candidate for public office. During these **General Conditions** and **Order** effectiveness, the **Contractor** agrees to written notify **Cargill** whether one or more of its owners, officers, directors, managers or employees becomes a Governmental Authority (as defined below), political party official or candidate for public office.

6.4.1. Governmental Authority means any officer or employee from a government, international public organization, or from any department or agency from the aforementioned entities, or a company owned by, totally or partially controlled by a government, including any person acting in official capability on behalf of such entities ("Governmental Authority").

6.5. **Contractor** hereby irrevocably and unchangeable declares its acknowledgment and acceptance of Cargill's Supplier Code of Conduct in all its terms and commits to act with business responsibility, integrity and transparency and fully comply with the provisions laid down therein. Cargill's Supplier Code of Conduct can be accessed in its entirety at www.cargill.com/supplier-code.

7. Supervision, responsibility and guarantee for the Services.

7.1. **Cargill** shall have the right (but not the obligation) of inspecting and accompanying the **Service** provision. The right for inspection provided in this clause does not exempt or restrict the **Contractor's** liability for occasional losses caused to third parties or to **Cargill**, resulting from deficiencies in **Service** provision. After the defect in **Service** provision being communicated by **Cargill** to the **Contractor**, this one shall be obliged to indemnify third parties and/or **Cargill** for the losses taken and related to the concerned defect.

7.2. It shall be **Contractor's** sole responsibility any and all losses arising from the delay in **Service** provision, including indemnifications, fines and/or other penalties taken by **Cargill** as a result from damages caused to **Cargill** or to third parties.

7.3. The **Contractor** undertakes to remedy all faults of the **Services**, which were appointed by **Cargill** during the warranty term provided by the **Order** or within the business proposal of the **Contractor**, being obliged to perform again the **Services**, immediately, at its own responsibility and risk, without any charge towards **Cargill** during the warranty period.

7.4. If the **Contractor** does not carry out the **Services** in accordance with what was provided in item II of provision 4.1, mentioned above, at least in 3 (three) work days, to be counted from the date, in which, the notice, sent by **Cargill**, requesting for the new performance of the **Services**, was received, **Cargill** will be authorized to hire a third party to do so, being the **Contractor** obliged to reimburse **Cargill**, within the term of 5 (five) days, to be counted from the written request issuance by **Cargill**, concerning all costs, direct or indirect, incurred by **Cargill** in the hiring of third parties.

7.5. The **Contractor** is responsible for assuring the quality of the **Services** provided herein and also for making sure that such **Services** shall fulfill their purpose within the term determined by the current legislation or within the warranty term determined in the **Order**, whichever is more important. Even if the **Contractor** is not considered the main provider of **Services**, the **Contractor** shall assume, jointly, all responsibilities concerning the fulfillment of the obligations determined in this chapter.

8. Default and Non Performance.

8.1. Fail in fulfilling, by either **Parties**, of any obligations undertaken under these **General Conditions**, related to the **Order** and/or the applicable legislation within the terms determined in the present **General Conditions** or within the **Order**, shall remain effective, indefinitely, by expiration of the term intended for the performance of the corresponding obligation, regardless of notice issuance. For obligations whose fulfillment term is not expressly determined in the **Order** or the **General Conditions**, any default shall remain effective from the date the **Party** in default receives a written notice from the other **Party**.

8.2. The **Contractor** shall indemnify **Cargill** or any third parties for any losses and damages (default, material or of other nature) caused to **Cargill** or to any third parties and related to actions and omissions of the **Contractor** or actions or assignable event towards the **Contractor** and which is in disagreement with the information provided in the **General Conditions**, within the **Order** or in the applicable legislation.

8.3. Without prejudice to the information provided in provision 10.3 below, in case of nonperformance or default concerning the obligations of the **Contractor** under these **General Conditions** or those of the **Order**, **Cargill** shall be, from now on, authorized by the **Contractor**, irrevocably and irreversibly, to withhold any due payments to the **Contractor**, under these **General Conditions** and/or of the **Order** until all obligations are remedied by the **Contractor** and until the due amounts are paid to **Cargill**, under the terms of these **General Conditions** and those of the **Order**.

8.4. The **Contractor** shall notify **Cargill** immediately upon receiving the **Order** whether they will be able to comply with the specified delivery date, and in case the **Contractor** fails to comply with such deadline according to what had been informed, **Cargill** shall be entitled to cancel the **Order** and/or these **General Conditions** without any liability before the **Contractor**. In the case of default in the delivery date, **Contractor** shall pay, as a fine, **Cargill** 1% (one percent) of the total value of **Services** per each day of default in the delivery, being such amount automatically deducted from any value yet to be paid by **Cargill** and the **Contractor** hereby acknowledges and fully accepts this deduction.

9. Labor and Social Security Liability

9.1. These **General Conditions**, as well as the **Order** do not determine and shall not determine any employment bond between **Cargill** and the **Contractor** and/or its legal representatives, employees, agents or service providers, being the **Contractor** obliged to undertake all its labor, social security, land and insurance charges, as well as assume all expenses related to any labor claims that **Cargill** may experience and which are related to the **Order** or to these **General Conditions**, or to the performance or nonperformance of any obligation provided within the **Order** or under these **General Conditions**, without any solidarity or subsidiary liability or any type of liability bond between the **Parties**.

9.2. If the **Contractor** is a natural person (e.g., individual businessman): it must not be considered an employee of **Cargill** for all legal effects, including, but not restricted to, federal, state or local taxes. The **Contractor** is considered the sole responsible for delivering all federal, state and local tax statements, including the payment of taxes on income and those of autonomous people.

9.3. The **Contractor** is obliged to guard and hold **Cargill** exempt from any liability concerning claims, demands, legal actions, labor claims and representations of any nature, related to the activities carried out by the **Contractor** or by any third parties intended to fulfill the **Contractor** obligations, under the **Order** or under these **General Conditions**.

9.4. In case the **Contractor** and/or any third party related to it, including but not restricted to its partner, legal representative, supplier, customer, employee, former employee or any third party on behalf of the **Contractor** holds a legal action, labor claim or any other legal or extralegal measure against **Cargill**, the **Contractor** is, from now on, obliged to:

(i) assume the party defendant; and

(ii) pay **Cargill** all attorney fees and other expenses concerning the defense of its interests by means of a legal action, to which this provision 9.4 refers to, including, but not restricted to, traveling expenses, lodging, feeding etc.

10. Termination/Rescission

10.1. In addition to other termination terms provided in the specific provisions herein, these **General Conditions** and **Order** may only be terminated in the following circumstances:

(i) by either **Parties**, if insolvency or statement of bankruptcy, request for receivership and/or extrajudicial reorganization from the other **Party**, regardless of any previous notification; (ii) by **Cargill**, at its discretion, in the hypothesis of (a) occurring any interruption in the **Contractor's** activities and/or its suppliers and those ones demonstrate, at **Cargill's** choice, that shall be able to impair, under any aspect, the **Service** provision in the conditions and within the deadlines stated in the **Order** and in these **General Conditions**; or (b) the non-fulfillment or default, by the **Contractor**, of any of the obligations assigned to it (**Contractor**) in these **General Conditions** or in the **Order**;

(iii) by the **Contractor**, in the hypothesis of **Cargill** does not perform the payments effectively due in the terms of the **Order** and of these **General Conditions** into up to 30 (thirty) working days from the receiving of the written notification issued by the **Contractor** to **Cargill**, so as this one performs the payment of the overdue value, if applicable.

10.2. It shall not apply to the **Parties** the payment of fines or indemnification in the hypothesis of termination based on subsection (i), from the clause 10.1 above, however, in the observance of all obligations assumed previously to termination, in the scope of these **General Conditions** and of the **Order**.

10.3. Upon termination from items (ii) or (iii) from the clause 10.1 above, the offender **Party** shall be subject to the payment of a non-compensatory fine corresponding to 5% (five per cent) of the **Order** total amount, besides the reimbursement and/or indemnification of the losses incurred by the innocent **Party** arising from the default, without prejudice of indemnifications and penalties provided in these **General Conditions** and **Order**.

10.4. In any hypothesis of termination of these **General Conditions** and **Order**, not excluded other penalties and indemnifications stated herein and/or in the **Order**, the **Contractor** shall be obliged to provide the **Services** whose price has already been paid or, at **Cargill's** choice, return to **Cargill** all amounts already paid by this one, added the monetary adjustment by IGP-M/FGV index, or by the index replacing it.

10.5. Except for the cases of willful misconduct or gross negligence, the **Parties** shall not be liable for the payment of indemnification for loss of profits, indirect or incidental damages to the other **Party**.

10.6. Any indemnifications or fines due by **Cargill** to the **Contractor** under the **Order** and/or these **General Conditions** shall be limited to 10% (ten) per cent of the **Services** total prices.

10.7. The **Parties** shall be able to, for any reason or without a reason, rescind the present **General Conditions** and/or the **Order**, with no payment of fines, since written communicated the opposite party with, at least, 30 (thirty) days of advance.

11. Confidentiality.

11.1. The **Contractor** shall keep as strictly confidential all information revealed from **Cargill**, including, but not limited to, any data, materials, information, documents and technical specifications may be known, given the access, or may be entrusted, related or not to the object of the respective **Order**. This obligation shall remain in effective for more five years after the compliance of all **Contractor's** obligations, under the **Order** and these **General Conditions**, or the termination/rescission thereof.

12. Notifications.

12.1. All notices, requests, demands and other communications sent to either **Parties** relating to the **General Conditions** and/or the **Order** shall be in writing to be considered valid and sent to the addresses listed in the **Order**.

13. General Provisions.

13.1. Neither **Party** shall assign or transfer, without prior written consent of the other **Party**, in whole or in part, any rights or obligations contracted under the **Order** or the present **General Conditions**.

13.1.1. Without prejudice of the provided in the clause **13.1** above, from now on, **Cargill** will be authorized by the **Contractor** to grant or transfer, totally or partially, any of its rights and/or obligations incurred in the scope of the **Order** and/or these **General Conditions** to any integral society of its economic group.

13.1.2. The **Contractor** shall be irrevocably obliged, from now on, to not granting, giving as a guarantee, securitizing or, under any means, transferring to third parties any credits held against **Cargill** and which are related to the **Order** and/or to these **General Conditions**, without being expressly authorized by **Cargill**. Any cession performed in the non-compliance of this obligation shall be deemed null in full right, being considered regularly executed all payments by **Cargill** directly to the **Contractor** and with full discharge of **Cargill**.

13.2. The non-obligation, by either of **Parties**, regarding the fulfillment of any obligation or condition stated in these **General Conditions** or in the **Order**, shall be considered mere tolerance, not implying novation thereof, neither waiver, to any right to demand it in the future, not affecting the validity of these **General Conditions** and the **Order**, and of any provisions thereof.

13.3. The obligations of each **Party**, established in these **General Conditions** or in the **Order**, constitute legal, valid, binding and enforceable obligations according to their terms, and supersede all prior agreements, representations, negotiations and understandings, whether oral or writing, disposing, in whole or in part, its object. The **Order** and these **General Conditions** may be modified only in writing, provided that: **(i)** the **Order** can only be changed through sending of a rectification request by **Cargill** to the **Contractor**; and **(ii)** these **General Conditions** may be changed only through amendment signed by the **Parties** or their authorized legal representatives.

13.4. In the event that any provision of these **General Conditions** and/or **Order** may be deemed as null and/or contrary to the laws of Honduras, by any governmental authority or court decision, the remaining unaffected provisions shall remain in force.

13.5. All names of chapters, clauses, sections or other items in these **General Conditions** are used as references only, and therefore will not affect the content thereof.

13.6. The **Contractor** may not use any brands, trademarks, logos, service marks or other proprietary marks of **Cargill**, in any ways, including, among others, advertisements, user or customer lists, unless the **Contractor** obtains prior written consent from **Cargill**.

13.7. The parties, in application of the provisions of Article 39 of the Code of Civil Procedure, in case of interpretation or any controversy arising from **General Conditions** and/or the **Order**, and of any provisions thereof, expressly submit to the Courts and Tribunals with territorial and objective jurisdiction based in the city of San Pedro Sula, Honduras, except in the cases of mandatory jurisdiction referred to in Article 36 of the aforementioned 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 Contractor. This system allows the parties to quickly transact required documentation in an efficient and effective manner. If requested by Cargill, Contractor will be required to utilize this electronic system as described below, for all requested transactions between Contractor and Cargill.

1. E-Commerce Provider

In addition to the obligations contained in this contract, if requested by Cargill, Contractor 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 Contractor ("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"). Contractor will utilize the Network to enter transactional information between Cargill and Contractor, 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. Contractor Responsibilities

To access the Network, Contractor 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. Contractor's sole recourse in regard to the Network will be with the E-Commerce Provider.

3. Catalog Enablement Process

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

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

4. Invoicing and Payment

4.1. Contractor will invoice Cargill for the amounts due under the Order. Except as otherwise set forth on the face of the Order, Cargill will pay Contractor all undisputed amounts within 90 calendar days after receipt of the applicable invoice or performance of the Services, whichever is later or within such lesser period of time as is required by Law.