

GENERAL CONDITIONS FOR PROVISION OF SERVICES

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:

- "**Cargill**" means the legal entity identified in the **Order**, in the capacity of contracting party of the provision of **Services**.
- "**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.
- "**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**.
- "**Party**" means **Cargill** or the **Contractor** indistinctly, when referred to separately.
- "**Parties**" means **Cargill** and the **Contractor**, whenever referred to jointly.
- "**Order**" means the purchase order issued by **Cargill** containing the specific conditions of the provision of **Services**.
- "**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**;
- a) 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;
- b) Provide the **Services** within the timeframe established in the **Order**;
- c) Adhere to the guidelines established by **Cargill** relating to the management of its providers of **Services**, which will be opportunely informed to the **Contractor**;
- d) Not use child or slave labor, or analog conditions, in meeting its obligations by virtue of the **Order** and of these **General Conditions**;
- e) 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;
- f) 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.;
- g) 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;
- h) 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;
- i) 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;
- j) 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**;
- k) 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 noncompliance or violation thereof;
- l) 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**;
- m) 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;
- n) 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
- o) 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.

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.

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:

- a) To any Government Authority; or
- b) 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.

- List of personnel, including CUIL (tax registration) number.
- Photocopy of the salary book and ledgers bearing the contracting.
- Photocopy of receipts of payment of earning.
- 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**.
- 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**.
- Proof of payment and ART coverage and copy of the respective agreement.
- Copy of the proof of payment for compulsory life insurance and the respective agreement.
- Copy of the proof of payment to the pension organisms and AFIP.
- Copy of the proof of payment corresponding to Social Security Contribution.
- 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.
- 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 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 entitled **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 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.**

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 vent of inter-country transfer of personal data, the **Contractor** shall reach agreements or subsequent amendments that **Cargill** may reasonably requests 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**.

13.1. 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.