

General Service Provision Conditions - Brazil

1. Object and Application.

1.1. These **General Conditions** establish the rights and the obligations of **Cargill** and the **Contractor** applicable to the provision of services by the **Contractor to Cargill** in the terms of the **Order**. The **Order** and these **General Conditions** constitute a service agreement between the **Contractor** and **Cargill** in the absence of a specific instrument.

1.2. With due regard for the provision in clause 2.2 below, the terms and conditions established in these **General Conditions** are complementary to the terms and conditions defined in the **Order** and in any Agreement entered into by the **Parties** ("Agreement") and are considered to be an integral and inseparable part of the **Order**, as if they were transcribed therein. 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 generate effects automatically, irrevocably and unchangeably in any of the following hypotheses: (i) by the **Contractor's** reply to **Cargill** stating its intention to provide **Cargill** the **Services**; (ii) by acceptance of the **Order** sent by **Cargill to the Contractor**; (iii) by the **Contractor's** signing of the **Order**; (iv) if there is no expressed opposition by the **Contractor** to the **Order** or to the terms of these **General Conditions** within a term of 5 (five) days counted from receipt of the **Order** and these **General Conditions** by the **Contractor** by any of the means established in this clause; (v) upon acceptance of these **General Conditions** and the **Order** by the **Contractor** at the internet website of the e-trading service provider of **Cargill**; or (vi) should the **Contractor** begin to provide the **Services** or begin to comply with any obligation associated to the **Order** or these **General Conditions**.

1.3. In addition to the forms of presentation and delivery of these **General Conditions** specified in clause 1.2, these **General Conditions** can be found on the internet website of **Cargill** at the following address <https://www.cargill.com/page/cargill-po-terms>.

2. Definitions and Rules of Interpretation.

2.1. For the purposes of these **General Conditions** and the **Order**, the terms in bold type beginning with capital letters shall be interpreted as having the definitions specified below:

(i) "**Contractor**" means the individual or legal entity specified as **Contractor** in the **Order**.

(ii) "**Cargill**" means the company belonging to the economic group of **Cargill Agrícola S/A** in Brazil specified in the **Order**.

(iii) "**General Conditions**" mean these General Service Provision Conditions which establish the rights and obligations of **Cargill and of the Contractor** applicable to the provision of services that are the object of the **Order**.

(iv) "**Party**" means **Cargill** or the **Contractor**, when referred to in isolation and indistinctly.

(v) "**Parties**" means **Cargill and the Contractor**, when referred to jointly.

(vi) "**Order**" means the purchase order issued by **Cargill** containing the specific conditions for providing the **Services** discriminated therein.

(vii) "**Services**" mean the services described and characterized in the **Order**.

2.2. In the event of a discrepancy or conflict between the provisions (a) of these **General Conditions** and the **Order**, or (b) between these **General Conditions** and communications or any other documents or instruments exchanged, remitted or received by **Cargill** and/or by the **Contractor** and related, directly or indirectly, to the provision of the **Services** that are the object of the **Order**, the conditions prescribed in these **General Conditions** shall prevail. In the event of discrepancy or conflict between the provisions of the **Order** and any communications or other documents or instruments exchanged, remitted or received by **Cargill** and/or by the **Contractor** and related, directly or indirectly, to the provision of the **Services** that are the object of the **Order**, the conditions prescribed in the **Order** shall prevail. Lastly, in the event of conflict between the Agreement and these **General Conditions**, the provisions laid down in the Agreement shall prevail.

3. Validity.

3.1. The **Order** and these **General Conditions** shall come into effect in the terms of clause 1.2 and shall remain in effect until the date established in the **Order** or until full satisfaction of that specified in the **Order** and in these **General Conditions**, whichever occurs last, with due regard for the other provisions of these **General Conditions** and the **Order**.

4. Obligations of the Contractor.

4.1. The Contractor shall:

(i) comply with all the terms and obligations established in the **Order** and with all the terms and conditions established in these **General Conditions**;

(ii) provide the **Services** in strict conformity with the conditions, specifications and descriptions of the **Order** and these **General Conditions** and assure that the **Services** provided fully achieve the intended results.

(iii) provide the **Services** within the timeframe established in the **Order**;

(iv) comply with the guidelines established by **Cargill** relating to the management of the service providers, who will be duly communicated on a timely basis;

(v) not use child labor or slave-like conditions in meeting their obligations under the aegis of the **Order** and these **General Conditions**;

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

(vii) register the workers assigned for the provision of the **Services** and pay all corresponding labor and social security amounts, in the terms of the applicable legislation, including but not limited to salaries, charges and social security amounts, unemployment fund etc., notwithstanding the provision in item iv of this clause 4.1;

(viii) at the site of employing third party manpower for the provision of the **Services**, the **Contractor** (a) shall be responsible for compliance, by the third party, of all applicable legislation related to the provision of the **Services**, as well as the rules prescribed in these **General Conditions** and the **Order**, and shall assure the lawful registration of the workers and payment of all salaries, charges and social security amounts, unemployment fund etc.; (b) guarantee that no direct relationship is created between the subcontracted third party and **Cargill**; (c) pay all remunerations and other amounts and charges agreed upon between the **Contractor** and the subcontracted third party and other considerations agreed upon between the **Contractor** and the subcontracted third party; and (d) indemnify **Cargill** for the losses, costs and expenses associated to the default on that prescribed in items (a) to (c) of this item;

(ix) comply and assure compliance with all legislation associated to the work environment, health and work safety in relation to its workers and any subcontractors;

(x) in the services to be provided inside the establishment of **Cargill** (a) comply and assure compliance with, on behalf of itself, its employees and subcontractors, all health and safety and environmental rules established by **Cargill** and (b) remove any worker that **Cargill** understands, at its discretion, is not complying with the health and safety and environmental rules established by **Cargill** or which, still at the discretion of **Cargill**, is causing any obstacle to the operations of **Cargill**;

(xi) carry out its activities in accordance with legislation, requirements and understandings originating from public authorities, exempting **Cargill** of any liability owing to non-compliance or non-observance;

(xii) maintain valid and effective and comply with all the requirements and conditions of all the licenses and authorizations necessary for satisfying its obligations under the **Order** and these **General Conditions**;

(xiii) not infringe upon intellectual property right or of any other nature owned by third parties in the exercise of its activities and in compliance with the **Order** and these **General Conditions**; and

(xiv) indemnify **Cargill** for any loss it may incur for failing to meet any of the obligations undertaken by the **Contractor** under these **General Conditions** and the **Order**, limited to the value of the **Order**; and

(xv) abide by all existing immigration laws, statutes, rules, codes, orders and regulations ("Immigration Laws"). Additionally, the **Contractor** shall maintain for the entire duration of these **General Conditions**, the **Order** or the Agreement, all the registrations required in conformity with Immigration Laws.

5. Taxes.

5.1. All taxes due on the provision of the **Services** shall be paid by the tax payer or party responsible, in the terms of the tax legislation in force at the time of the respective billing, provided that in no case total **Order** values shall include taxes.

6. Ethics and Anti-Corruption Devices.

6.1. The **Contractor** is aware that the Foreign Corrupt Practices Act of the USA ("**FCPA**") and the anti-bribery anticorruption laws of other jurisdictions, such as, for example, Law 12.846/13 in Brazil (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 official 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.

6.2. The **Contractor**, in the performance of its obligations prescribed in the terms of these General Conditions, shall not infringe upon the FCPA or any other Anti-Bribery Law in effect, nor shall it pay, offer, promise to pay or authorize payment or offer cash or any object of value, either directly or indirectly to: (i) any Government Authority (as defined below); or (ii) any political party, political party official or any candidate to a public office in order to obtain or maintain business or obtain improper advantages for **Cargill**.

6.3. No part of the funds paid by **Cargill** to the **Contractor** shall be used for any purposes that infringe upon the FCPA, any Anti-Bribery Laws in force or any other laws applicable to the **Contractor** in relation to the services offered to **Cargill**.

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

6.4.1. Government Authority is understood to be any administrator or public employee of the three levels of government and/or three powers (executive, legislative and judicial), 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 Code of Conduct of Suppliers of **Cargill** is included as Appendix I of this instrument, and it is certain that the **Contractor** hereby irrevocably and unchangeably declares its acknowledgment and acceptance thereof, in all its terms, and commits to act with business responsibility, integrity and transparency, fully comply with the provisions laid down therein.

7. Inspection, Liability and Guarantees for the Services.

7.1. **Cargill** shall have the right (though not the obligation) to inspect and monitor the provision of the **Services**. The right of inspection prescribed in this clause does not exempt or limit the liability of the **Contractor** for any losses caused to third parties or to **Cargill** as a result of shortcomings in the provision of the **Services**.

7.2. The **Contractor** shall be exclusively liable for all and any loss deriving from the delay in the provision of the **Services**.

7.3. The **Contractor** commits to repair all and any defects in the **Services** and pointed out by **Cargill** during the term of guarantee prescribed in the **Order** or in the business proposal of the **Contractor**, and is obligated to re-perform the **Services** immediately, at its entire account and risk, without any onus for **Cargill** throughout the guarantee period.

7.4. Should the **Contractor** fail to perform the **Services** in accordance with the provision in item ii of clause **4.1** above within 3 (three) business days counted from the date on which it receives communication from **Cargill** requesting repetition of the **Services**, **Cargill** is hereby authorized to hire a third party to do so.

7.5. The **Contractor** is responsible for guaranteeing the quality of the **Services** provided and that the **Services** achieve the purposes for which they were intended for the term established by the current legislation or for the guarantee term established in the **Order**, whichever the greater. Even if the **Contractor** is not the direct provider of the **Services**, the **Contractor** shall be jointly liable for meeting the obligations established in this chapter.

8. Delay and Default.

8.1. The delay by either **Party** in fulfilling any obligations assumed under these **General Conditions**, the **Order** and/or of the applicable legislation within the timeframe established in these **General Conditions** or in the **Order** shall be automatically characterized upon expiry of the term for meeting the corresponding obligation, regardless of advice or notice. For the obligations where the fulfillment term was not expressly established in the **Order** or in these **General Conditions**, the delay shall be characterized as of the date on which the **Party** in delay receives written communication from the other **Party**.

8.2. The **Seller** shall indemnify **Cargill** or third parties for any loss and damages (moral, material or of any other nature) caused to **Cargill** or to third parties and provably related to actions or omissions by the **Seller** or to an act or fact assignable to the **Seller** and which is in disagreement with that stipulated in these **General Conditions**, in the **Order** or in applicable legislation, and said indemnification shall always be limited to the value of the **Order**.

8.3. Should the **Contractor** be unable to provide the **Services** or suspects it might face a problem in fully meeting the obligations established in the **Order** or in these **General Conditions**, for any reason, it shall immediately notify **Cargill**, verbally and in writing. Said communication by the **Contractor** shall not exempt it, in any way whatever, from any obligation established in the **Order** and/or in these **General Conditions**.

9. Labor and Social Security Liability.

9.1. These **General Conditions**, as well as the **Order** does not establish nor shall they establish any employment relationship between **Cargill** and the **Contractor** and/or its legal representatives, employees, workers or service providers, and the **Contractor** afford all the labor, social security, land and insurance charges, and shall be liable for the expenses relating to any labor claims brought against **Cargill** that are related to the **Order** or to these **General Conditions**, or to compliance or default on any obligations prescribed in the **Order** or in these **General Conditions**, there being no joint or subsidiary liability or any form of shared liability between the **Parties**.

9.2. Should the **Contractor** be an individual (for example, sole proprietor): it shall not be treated as an employee of **Cargill** for all legal effects, including but not limited to the purposes of federal, state or municipal taxes. The **Contractor** shall be solely responsible for submitting all federal, state and municipal tax returns, including the prompt payment of income taxes and autonomous taxes.

9.3. The **Contractor** commits to preserve and keep **Cargill** to the free and clear of claims, complaints, actions, labor suits and representations of any kind, relating to the activities carried on by the **Contractor** or by third parties in meeting the obligations of **Contractor** under the **Order** or these **General Conditions**.

9.4. Should the **Contractor** and/or any other party related to the **Contractor**, including but not limited to its partner, legal representative, supplier, client, employee, former employee or any third party creditor of any kind of the **Contractor** come to file action, a labor complaint or any other judicial or extrajudicial measure against **Cargill**, the **Contractor** hereby shall:

(i) appear as defendant to suit; and

(ii) pay **Cargill** legal counsel fees and other costs laid down thereby in the defense of its interests in the legal action referred to in this clause **9.4**, including but not limited to travel, accommodation, food expenses, etc.

10. Hypotheses of Rescission / Termination.

10.1. In addition to the other hypotheses of termination prescribed in specific provisions of these **General Conditions**, these **General Conditions** and the **Order** may only be rescinded in the following cases:

(i) by either **Party**, in the event of insolvency, filing for or declaration of bankruptcy, application for court-supervised and/or extrajudicial reorganization of the other **Party**, regardless of any prior notice; (ii) by **Cargill**, at its discretion, in the hypotheses of (a) any paralyzation of the activities of the **Contractor** and/or its suppliers and that demonstrate, at the discretion of **Cargill**, that might adversely affect in some way the provision of the **Services** in the conditions and within the term stipulated in the **Order** and in these **General Conditions**; or (b) default or delay, by the **Contractor**, of any of the obligations attributed thereto (**Contractor**) in these **General Conditions** or in the **Order**;

(ii) by the **Contractor**, should **Cargill** fail to make the payments effectively due in the terms of the **Order** and of these **General Conditions** within 30 (thirty) business days counted from the date of receiving written notice sent by the **Contractor** to **Cargill** for latter to make payment of the past due amount, if applicable.

10.6. Any indemnification or fine owed by **Cargill** to the **Contractor** under the **Order** and/or of these **General Conditions** shall be limited to 10% (ten) percent of the total price of the **Services**.

10.7. The **Parties** may, for any or no reason, rescind the present **General Conditions** and/or the **Order**, without paying a fine, provided they send written communication to the other **Party** at least 30 (thirty) days in advance.

10.8. It is hereby agreed that **Cargill** may automatically terminate, without observing prior notice, the present **General Conditions** and the **Order**, in the event of default by the **Seller** on the provisions established in the present **General Conditions** and the **Order**.

11. Non-Disclosure.

11.1. The **Contractor** shall maintain absolute privacy of all the information disclosed thereto by **Cargill**, including, but not limited to any data, materials, information, documents and technical specifications which it gains knowledge of or has access to, or which is entrusted thereto, whether or not related to the object of the respective **Order**. This obligation shall remain valid for a further five years after meeting all the obligations of the **Contractor** under the **Order** and these **General Conditions**, or rescission/termination thereof.

12. Notices.

12.1. All notices, requests, applications and other communications sent to either **Party**, relating to these **General Conditions** and/or the **Order** shall be in writing to be deemed valid, and sent to the addresses of the **Parties** specified in the **Order**.

13. General Provisions.

13.1. Neither **Party** 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 assumed under the **Order** or these **General Conditions**.

13.1.1. Notwithstanding the provision in clause **13.1** above, **Cargill** is hereby authorized by the **Contractor** to assign or transfer, in whole or in part, any of its rights and/or obligations assumed under the **Order** and/or these **General Conditions** to any company within its economic group.

13.1.2. The **Contractor** hereby undertakes, irrevocably and unchangeably, not to assign, give as collateral, securitize or in any way transfer to third parties any credits it may hold against **Cargill** and that are related to the **Order** and/or to these **General Conditions**, without expressed written authorization from **Cargill**. Any assignment made in default of this obligation shall be deemed lawfully null and void, being considered duly realized all the payments made by **Cargill** directly to the **Contractor** and discharging the obligation of **Cargill**.

13.2. Failure by either **Party** to demand compliance with any obligation or condition established in these **General Conditions** or the **Order** shall be considered mere tolerance, not implying novation, nor the waiver of the right to demand it in the future, not affecting the validity of these **General Conditions** and of the **Order** and any of its conditions.

13.3. The obligations of each **Party** established in these **General Conditions** or the **Order** constitute legal, valid, binding and enforceable obligations in accordance with their very terms, and substitute all prior contracts, proposal, representations, negotiations and understandings, be they verbal or in writing, providing on the object hereof, in whole or in part. The **Order** and these **General Conditions** shall only be amended in writing, with due regard for the following: (i) the **Order** can only be altered by sending a rectifying request from **Cargill** to the **Contractor**; and (ii) these **General Conditions** can only be altered by way of an amendment signed by the **Parties** or their duly-accredited legal representatives.

13.4. Should any of these provisions of these **General Conditions** and/or the **Order** come to be considered null and/or contrary to Brazilian law, by any government authority or court decision, the other provisions shall not be affected and shall remain in force.

13.5. All the titles of the chapters, clauses, items or others of these **General Conditions** are merely used as reference and, therefore, shall not affect the content thereof.

13.6. 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 client lists, unless the **Contractor** obtains prior written consent from **Cargill**.

13.7. The **Parties** hereby elect the courts of the Judicial District of São Paulo, State of São Paulo, as the only courts to accept and judge any query or controversy arising from these **General Conditions** and/or the **Order**, expressly waiving any other court, however privileged it may be. **Contractor** hereby acknowledges and agrees to fully comply with **Cargill's** Supplier Code of Conduct, which can be accessed in its entirety at <https://www.cargill.com/about/supplier-code-of-conduct>.

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.

4. Invoicing and Payment

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 receipt of the **Goods** (or performance of the **Services**) whichever is later or within such lesser period of time as is required by Law.