

General Conditions for Service Provision - Central America

1. Purpose and Application.

1.1. These General Conditions establish rights and obligations between Cargill and the Contracted Party, applicable to the service provision by the Contracted Party to Cargill, in the terms of the Order. The Order and these General Conditions constitute, collectively, in the obligations mutually incurred between the Contracted Party 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 Contracted Party 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 Contracted Party; (iii) upon signature of the Order by the Contracted Party; (iv) upon acceptance of these General Conditions and acceptance of the Order by the Contracted Party via Cargill's website; or (v) if the Contracted Party effectively initiates providing Services or compliance with any obligation associated to the Order of these General Conditions.

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:

- a. "Contracted Party" means a natural person or legal entities indicated as Contracted Party in the Order, and liable for the service provision specifically identified also in the Order.
- b. "Cargill" means a legal entity identified as a Purchaser in the Order.
- c. "General Conditions" refers to conditions for Service Provision, which establish Cargill and Contracted Party's rights and obligations applicable to the service provision, object of the Order.
- d. "Party" refers to Cargill or to the Contracted Party, when separately and indistinctly referred to.
- e. "Parties" refers to Cargill and the Contracted Party, whenever mentioned together.
- f. "Order" refers to the purchase order issued by Cargill containing the specific conditions of the Service provision indicated therein.
- g. "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 Contracted Party 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 Contracted Party 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. Contracted Party's Obligations.

4.1. The Contracted Party is obliged to:

- a. comply with all terms and obligations set forth in the Order and with all those ones set forth in these General Conditions;
- b. 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.
- c. provide Services within the deadlines set forth in the Order (“On-Time Delivery”) or, if Contracted Party is unable to meet the On-Time Delivery, Contracted Party will confirm with Cargill an updated delivery date during Order confirmation or as soon as Contracted Party is aware of not being able to complete On-Time Delivery;
- d. 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;
- e. for all Orders issued, provide written confirmation (via email or via the Ariba Network if you are an Ariba Network-enabled supplier) to Cargill contact listed on the Order within two business days (48 hours). Order confirmation will be one metric used to measure Vendor performance; non-compliance may lead to Contracted Party disqualification.
- f. provide proof of delivery (packing slip, bill of lading, etc.) along with delivered Services without fail, otherwise, this may lead to a delay of payment to Contracted Party.
- g. 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. Contracted Party will perform reasonable identity verification and fraud precautions;
- h. follow all applicable laws, in particular, but not limited to environmental, tax, labor and social security legislation, in the exercise of its activities;
- i. register the employees assigned for the Service provision 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;
- j. in case of hiring of third parties for Service provision, the Contracted Party (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 Contracted Party and the subcontracted third party and other considerations agreed between the Contracted Party 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
- k. comply and provide compliance with the law regarding to labor environment, health and safety, related to employees and any subcontracted party;
- l. Non-compliance of labor, social security, environment and safety obligations, provided by items (e), (f), (g), (h) and (i) of this clause 4.1 may cause the withholding of payments due by Cargill to the Contracted Party, until the issue and/or omission expressly identifies and informed by Cargill is solved;
- m. in the services that shall be provided within Cargill's facilities, the Contracted Party 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;
- n. 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;
- o. 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;

- p. 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;
- q. indemnify Cargill for any loss arising from non-compliance of any obligations taken by the Contracted Party under these General Conditions and the Order; and
- r. comply with all immigration laws, statutes, rules, codes, orders and regulations existent ("Immigration Laws"). Moreover, the Contracted Party shall maintain all records required for compliance with the Immigration Laws, within the effectiveness of the General Conditions, Order or Agreement herein.
- s. Misrepresentation of Business Size: Civil penalties, including, but not limited to, those under the civil False Claims Act, 31 U.S.C. 3729-3733 and the Program Fraud Civil Remedies Act, 331 U.S.C. 3801-3812 can be imposed for knowingly misrepresenting the small business size status of your business in connection with a Cargill solicitation/subcontract.

5. Taxes.

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 Contracted Party 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 Contracted Party, 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 Contracted Party shall be used for any purposes that violate the FCPA, any Anti-Bribery Laws in force or any other laws applicable to the Contracted Party 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 Contracted Party 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. Cargill's Provider Conduct Code is in Appendix I of this instrument, given the Contracted Party, in this act, irrevocably, declares knowing and accepting it in all its terms, and is obliged to be a business responsible, with integrity and transparency, fulfilling in totum the provisions in Cargill's Provider Conduct 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 Contracted Party'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 Contracted Party, 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 Contracted Party'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 Contracted Party 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 Contracted Party, 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 Contracted Party 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 Contracted Party 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 Contracted Party 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 Contracted Party is not considered the main provider of Services, the Contracted Party 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 Contracted Party 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 Contracted Party or actions or assignable event towards the Contracted Party 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 non performance or default concerning the obligations of the Contracted Party under these General Conditions or those of the Order, Cargill shall be, from now on, authorized by the Contracted Party, irrevocably and irreversibly, to withhold any due payments to the Contracted Party , under these General Conditions and/or of the Order until all obligations are remedied by the Contracted Party and until the due amounts are payed to Cargill, under the terms of these General Conditions and those of the Order.

8.4. The Contracted Party shall notify Cargill immediately upon receiving the Order whether they will be able to comply with the specified delivery date, and in case the Contracted Party 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 Contracted Party. In the case of default in the delivery date, Contracted Party 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 Contracted Party 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 Contracted Party and/or its legal representatives, employees, agents or service providers, being

the Contracted Party 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 non performance 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 Contracted Party 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 Contracted Party 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 Contracted Party 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 Contracted Party or by any third parties intended to fulfill the Contracted Party obligations, under the Order or under these General Conditions.

9.4. In case the Contracted Party 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 Contracted Party holds a legal action, labor claim or any other legal or extralegal measure against Cargill, the Contracted Party 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 Contracted Party'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 Contracted Party, of any of the obligations assigned to it (Contracted Party) in these General Conditions or in the Order;
- iii. by the Contracted Party, 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 Contracted Party 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 Contracted Party 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 Contracted Party 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 Contracted Party 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 Contracted Party'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 Contracted Party 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 Contracted Party 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 Contracted Party 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 Contracted Party; 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 Brazilian law, 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 Contracted Party 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 Contracted Party obtains prior written consent from Cargill.

13.7. The Courts of the Judicial District of São Paulo, State of São Paulo, shall be elected as sole competent to knowing and judging any doubt or controversy regarding the General Conditions and/or the Order, expressly rejecting any other

establishment, independently of its current or future privileges. Contractor hereby acknowledges and agrees to fully comply with Cargill's Supplier Code of Conduct, which can be accessed in its entirety at www.cargill.com/supplier-code.

ATTACHMENT

CARGILL PROCUREMENT & INVOICING REQUIREMENTS

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

1. E-Commerce Provider

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

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

2. Supplier Responsibilities

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

3. Catalog Enablement Process

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

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