

GENERAL CONDITIONS OF SERVICE - VENEZUELA

1. Definitions and Rules of Interpretation.

1.1. For the purposes of these General Conditions, the terms in bold with initial capital letters should be interpreted according to the following definitions:

- a. "Cargill" means the entity identified in the Order as contracting party for the provision of Services.
- b. "Contractor" means the natural or legal person indicated as the Contractor in the Order, and responsible for the provision of the Services specifically identified therein.
- c. "General Conditions" means these General Conditions for the provision of Services, which set out the rights and obligations between Cargill and the Contractor applicable to the provision of Services, under the terms of the Order.
- d. "Party" means either Cargill or the Contractor, when referred to separately.
- e. "Parties" means Cargill and the Contractor, whenever they are mentioned together.
- f. "Order" means the purchase order issued by Cargill, which contains the specific requirements for the provision of Services.
- g. "Services" means the services described and assigned in the Order.

1.2. In case of discrepancy or conflict between the provisions of these General Conditions and those set out in the Order; or between these General Conditions and any communication, or any other documents previously exchanged between the Parties and which directly or indirectly refer to the Order, the provisions of these General Conditions shall prevail. In case of discrepancy or conflict between the provisions of the Order and any communication exchanged between the Parties and which directly or indirectly refer to the Order, the provisions of the Order shall prevail.

2. Scope and Application.

2.1. These General Conditions set out the rights and obligations between Cargill and the Contractor for the provision of Services, by the Contractor to Cargill, under the terms of the Order. The Order and these General Conditions collectively constitute the mutual obligations between the Contractor and Cargill.

2.2. In compliance with the provisions of clause 1.b, the terms and conditions set forth in these General Conditions are complementary to the terms and conditions set forth in the Order and in any other contract between the Parties (hereinafter the "Agreement") and shall be considered integral and inseparable part of the Order, as if they were written therein. In case of conflict or discrepancy between the terms and conditions provided in the Agreement and these General Conditions, the provisions of the Agreement shall prevail.

2.3. The terms and conditions set forth in these General Conditions and the terms and conditions set forth in the Order shall be binding upon the Parties and generate effects of irrevocable and intractable nature in the occurrence of any of the following situations:

- a. Upon Contractor response to Cargill indicating its intent to provision the Services to Cargill; or
- b. Upon acceptance of the Order, whether written, verbal or by any electronic form; or
- c. Upon signing of the Order or these General Conditions by the Contractor; or
- d. Upon acceptance by the Contractor of these General Conditions and the Order on the website for suppliers of Services to Cargill; or
- e. When the Contractor starts to provide the Services or to enforce compliance with any obligation related to the Order and these General Conditions.

2.4. In addition to the forms of presentation, delivery and acceptance of these General Conditions set out in Clause 2.3, they can also be found on the website of Cargill, at the following address:

<http://www.cargill.com.ve/es/proveedores/terminos-y-condiciones-generales/index.jsp>.

3. Effect.

3.1. The Order and these General Conditions shall be effective from the date of occurrence of one of the circumstances described in the clause 2.3 above, upon the express acceptance of the Order and/or these General Conditions, remaining in

force until the date specified in the Order or until full compliance with the Order, whichever comes last, while respecting the other provisions of these General Conditions.

3.2. The performance of the Order shall not, in any case, exceed twelve (12) months from the date of entry into force of these General Conditions and/or Order, without previously concluding an Agreement governing the relationship between Cargill and the Contractor.

3.3. In the event that no Agreement is concluded pursuant to clause 3.2 above, the Contractor agrees to repair any damage and/or harm resulting from the delay in providing the Service as well as any costs, expenses and/or disbursements of any kind that Cargill needs to carry out to complete the Service for which the Contractor was contracted according to the Order, either with its own resources or by contracting another service provider.

4. General Obligations of the Contractor.

4.1. The Contractor must:

- a. Comply with all conditions and obligations set forth in the Order and all the terms and conditions set forth in these General Conditions;
- b. Provide the Services in strict accordance with the conditions, specifications and descriptions set out in the Order and these General Conditions and to do everything necessary to allow the Services provided to fully reach the proposed results;
- c. Provide the Services within the deadlines set out in the Order (“On-Time Delivery”) or, if Contractor is unable to meet the On-Time Delivery, Contractor will confirm with Cargill an updated delivery date during Order confirmation or as soon as Contractor is aware of not being able to complete On-Time Delivery;
- d. Comply with the guidelines established by Cargill for the management of its Service providers, which will be timely notified to the Contractor;
- 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 Contractor’s performance; non-compliance may lead to Contractor 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 Contractor.
- g. Never use children and adolescents without permission to work (underage) or slave labor, or similar conditions, to fulfill 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. Contractor will perform reasonable identity verification and fraud precautions;
- h. Comply with and respect all applicable laws, in particular, but not limited to: food, environmental, tax, customs, exchange, antitrust or competition, regulatory pricing, labor, occupational health and/or social security legislation in the exercise of your activities;
- i. Contract the workers who will be employed for the provision of the Services and pay all labor and pension obligations arising under the terms of the applicable law, including but not limited to wages, social benefits and social security, etc., and register and/or recruit workers with the departments, offices and relevant government agencies;
- j. In the event labor from third parties is employed for the provision of the Services, the Contractor (i) will be responsible for ensuring compliance by the third party with all applicable legislation related to the provision of the Services, as well as with the rules laid down in these General Conditions and the Order, and must ensure compliance with any labor and social security obligations, including registration and/or affiliation of workers to the relevant government agencies and programs, as well as payment of all wages, duties, social security benefits etc. that applies; (ii) will ensure that no direct employment relationship is created between the third party

(subcontractor) and Cargill; (iii) will pay all wages and other contributions and obligations agreed between the Contractor and the subcontractor and other compensations agreed between the Contractor and the subcontractor; and (iv) will compensate Cargill for any damages, costs and expenses associated with the non-compliance with the provisions of subparagraphs i), ii) and iii) herein;

- k. Comply with and enforce all legislation related to the working environment and occupational health and safety in relation to its employees and any subcontractors;
- l. Failure to comply with labor, social security, environmental and work safety obligations, as provided in items of this clause 4.1., may result in the withholding of any payments owed by Cargill to the Contractor until the irregularity and/or omission indicated and expressly informed by Cargill is corrected;
- m. If the Services are to be provided within Cargill facilities, the Contractor shall: (i) comply with and enforce the compliance of its employees and subcontractors with all health, safety and environmental standards set out by Cargill; and (ii) remove any worker who Cargill judges, at its sole discretion, that is not complying with the health and safety or environmental standards set out by Cargill or, including at Cargill's discretion, is causing any hindrance to the Cargill operations. It is understood and agreed that whenever Cargill requests the Contractor to remove an individual worker, such request shall not entail termination of the employment contract between the Contractor and the corresponding worker, but the Contractor shall not continue to use the worker in the provision of Services to Cargill. The Contractor is the sole responsible for the final decisions on the continuation or not of the employment relationship with its workers, in accordance with applicable laws and the personnel policies of the Contractor. Each party will be liable for the actions carried out pursuant to the Order and/or these General Conditions of their respective employees;
- n. Perform its activities according to the legislation, rules, resolutions and/or provisions issued by public authorities, exempting Cargill from any liability by virtue of breach or non-compliance thereof;
- o. Maintain valid and effective and comply with all the requirements and conditions of all licenses, permits and authorizations necessary for the fulfillment of its obligations under the Order and these General Conditions;
- p. Maintain throughout the term of these General Conditions, the Order or the Agreement, all records and authorizations required by applicable law and needed to operate and conclude the Order;
- q. Never breach, in the performance of its activities and complying with the Order and these General Conditions, any intellectual property or any other right from third-parties.
- r. Compensate Cargill for any damage and/or loss caused by any breach of the obligations undertaken by the Contractor under these General Conditions and the Order.
- s. Misrepresentation of Business Size: Civil penalties, including, but not limited to, those under the civil False Claims Act, 31 U.S.C. 3729-3733 and the Program Fraud Civil Remedies Act, 331 U.S.C. 3801-3812 can be imposed for knowingly misrepresenting the small business size status of your business in connection with a Cargill solicitation/subcontract.

5. Taxes.

All taxes, levies and special contributions levied on the provision of Services and these General Conditions shall be borne by the taxpayer or person responsible, under the terms of tax legislation to the date and location of the relevant turnover, provided that in no case total value of Orders shall include taxes.

6. Ethics and Anti-corruption Expectations.

6.1. The Contractor is aware that the Foreign Corrupt Practices Act outside USA (The "FCPA") against bribery and anti-corruption laws of other jurisdictions (along with the FCPA, the "Anti-Corruption Laws") prohibit, under threat of severe penalties, any payment, offer, promise to pay or authorization of payment or offer of money or anything of value, directly or indirectly through third parties, to any Governmental Authority (as defined below), political party, official of a political party or any candidate for public office, with the intent to influence them in their official capacity, or induce them to use their influence to help any person to obtain or retain business and/or obtain undue advantages.

6.2. The Contractor, in fulfilling its obligations under the terms of these General Conditions and/or the Order, shall not violate the FCPA or any other applicable Anti- Corruption Law, neither shall pay, offer, promise to pay or authorize to pay or offer money or anything of value, directly or indirectly:

- i. To any Governmental Authority (as defined below); or

ii. To any political party, official of a political party or any candidate for public office. With the intent of obtaining or retaining business or any improper advantage 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 effect or any other law applicable to the Contractor for the Services provided to Cargill.

6.4. At the date of these General Conditions and/or Order, none of the shareholders, partners, employees, directors, officers, or officials of the Contractor is a Governmental Authority (as defined below), an official of a political party or candidate for a public office. During the term of these General Conditions and the Order, the Contractor agrees to notify Cargill in writing if one or more of its shareholders, partners, administrators, directors, officers, managers or employees is appointed as a Governmental Authority (as defined below), an official of a political party or candidate for a public office.

6.4.1. Governmental authority is defined as any official of the public administration, centralized or decentralized, in any of its political-territorial entities or branches of public power, public international organization, or any department or agency thereof, or an enterprise wholly or partly owned or controlled by the public administration, including any person acting as an official on behalf of such entities ("Governmental Authority").

6.5. The Contractor acknowledges and accepts, in its entirety, with irrevocable and irreversible nature, the Supplier Code of Conduct of Cargill, attached as Annex I

to these General Conditions, and agrees to act with commercial responsibility, integrity and transparency, fully respecting the provisions therein.

7. Supervision, Responsibility and Warranty for Services.

7.1. Cargill will have the right (but not the obligation) to inspect and supervise the provision of Services. The right of inspection provided for in this clause does not exempt or restrict the Contractor's liability for eventual damages and losses caused to third parties or to Cargill arising from deficiencies in the provision of Services. After reporting to the Contractor of any defect in the Services provided, the Contractor will be required to indemnify third parties and/or Cargill for any resulting damages and losses associated with such Service.

7.2. The Contractor will be the sole responsible for any damage and/or loss caused by the delay in the provision of the Services, including compensation, fines and/or other penalties incurred by Cargill as a result of damages to Cargill or to third parties.

7.3. The Contractor agrees to rectify any and all defects found by Cargill in the provision of Services during the warranty period specified in the Order or in the

Agreement, if any, and agrees to redo the Services immediately, at its own risk and without any charge to Cargill, during the warranty period.

7.4. In the event the Contractor fails to perform the Services in accordance with the provisions of item b) of clause 4.1. above within a maximum period of three (3) business days from the date of receipt of the communication from Cargill requesting the proper provision of the Services, Cargill is authorized to contract a third party to perform the service, and the Contractor is required to compensate Cargill within five (5) days from the written request from Cargill, for all costs, direct and indirect, incurred in the contracting of the third party.

7.5. The Contractor is responsible for ensuring the quality of the Services provided and that they are satisfactory. Even when the Contractor is not the direct provider of the Services, the Contractor shall be jointly liable with the subcontractor for the compliance with the obligations set out in this chapter.

8. Default and Breach.

8.1. The delay in compliance with any of the obligations of the Parties referred to in these General Conditions, in the Order and/or the applicable law, shall be automatically deemed as default after the deadline to fulfill the corresponding obligation, without warning or notice to the other party. For compliance obligations without a deadline expressly stated in the Order or in these General Conditions, the Party shall be deemed in default from the date of receipt of the written notice of default from the other Party.

8.2. In case the Contractor is unable to or estimates to be unable to fully comply with the obligations set out in the Order or in these General Conditions for any reason, the Seller should immediately notify Cargill, verbally and in writing, the day after that in which it was able to find out the circumstances that prevents or could prevent full compliance with these obligations. Such communication shall not exempt the Contractor from the responsibility for any obligation under the Order and/or these General Conditions.

8.3. The Contractor shall indemnify Cargill or any third party for any damages (moral, material, lost profits, direct, indirect, consequential or otherwise) caused to Cargill or third parties arising from acts or omissions by the Contractor or acts or facts attributable to the Contractor that are contrary to the provisions of these General Conditions, the Order or the applicable law.

8.4. Notwithstanding clause 10.3, in any case of breach or delay of the Contractor's obligations under these General Conditions or the Order, Cargill is authorized by the Contractor, with irrevocable and irreversible nature, to withhold any payments due to the Contractor under these General Conditions and/or the Order until the payment of the amounts owed to Cargill under the terms of these General Conditions and/or the Order.

9. Labor and Social Security Responsibility.

9.1. These General Conditions and the Order do not create any employment relationship between Cargill and the Contractor and/or their legal representatives, employees, agents or contractors. The Contractor will be responsible for all labor obligations (including but not limited to payment of wages, social benefits and other labor rights, social security contributions etc.), social security, funds and insurance, occupational health, social benefits as well as taxes and other payments and contributions established by law that have as cause the employment relationship. Likewise, the Contractor shall assume responsibility for the costs and expenses of any labor claim suffered by Cargill and related to the Order or these General Conditions, or to the performance or breach of any obligation under the Order or these General Conditions, with no solidarity, subsidiary liability or any kind of responsibility between the Parties.

9.2. In case the Contractor is a natural person (e.g. an individual entrepreneur), it shall not be treated as an employee of Cargill for legal purposes, including for example, for purposes of national, state or municipal taxes. The Contractor shall be the sole responsible for the delivery of all national, state or municipal tax statements, including the timely payment of income taxes and payroll taxes, among others.

9.3. The Contractor agrees to preserve and maintain Cargill harmless and free from any liability for claims, complaints, actions, labor claims and/or representations of any kind relating to the activities carried out by the Contractor or a third party for the fulfillment of the Contractor's obligations under the Order or these General Conditions.

9.4. In the event the Contractor and/or any party related to the Contractor, including but not limited to its partners, legal representatives, suppliers, customers, employees, former employees or any third party creditor in any capacity of the Contractor may intend actions, labor claims or any other judicial or extrajudicial action against Cargill, the Contractor hereafter will be required to:

- i. Assume the position of defendant in said action or claim; and
- ii. Pay the attorneys' fees and other costs and legal expenses Cargill had to bear for their defense in the action referred to in this clause 9.4, including but not limited to expenses for travel, lodging, food, experts' fees, etc.

9.5. The Contractor represents and agrees that:

- i. It shall perform the activities described in the Order and/or these General Conditions with its own elements, resources and employees;
- ii. It has a diversified customer portfolio in Venezuela; and
- iii. Under the Order and these General Conditions, there will be no economic dependence between the Contractor, its legal representatives, employees, agents or contractors and Cargill. The Contractor represents and agrees that the activities carried out under these General Conditions are not directly related to the main production processes of Cargill and its provision is not permanently required within Cargill facilities. Consequently, (i) neither the Contractor nor any representative, employee, agent or contractor used by the Contractor to perform the activities described in the Order and/or these General Conditions shall be considered intermediaries or subcontracted of

Cargill; and (ii) Cargill will not be jointly liable with the Contractor and/or other subcontractors or third parties with respect to the obligations of the latter with their own workers.

- iv. During the term of the Order and/or these General Conditions, the Contractor will supply to Cargill any information that Cargill may reasonably require in relation to employees, agents or contractors used by the Contractor to perform the activities described in the Order and/or these General Conditions (subject to any applicable data privacy requirements in accordance with applicable law).

10. Rescission and Termination.

10.1. As cases for rescission, additional to those provided in the specific provisions of these General Conditions and/or the Order, these General Conditions and the

Order may be terminated for the following reasons:

- a. Due to insolvency, order or request for delay or bankruptcy or similar request for judicial and/or extrajudicial recovery by the other Party, regardless of any prior notification;
- b. Due to intervention, expropriation, occupation, temporary or permanent, of the Contractor;
- c. By Cargill, at its sole discretion, in the case of (i) any interruption of activities experienced by the Contractor and/or its suppliers, which according to Cargill may hinder in any way the provision of Services under the conditions and within the deadline stipulated in the Order and these General Conditions; or (ii) default or delay by the Contractor of any obligation under these General Conditions and/or the Order;
- d. By the Contractor, if Cargill fails to make the payments under the Order and these General Conditions within thirty (30) days from the date of receipt of the written notice sent by the Contractor to Cargill demanding the payment of the amount due, if applicable.

10.2. The Parties will not be obliged to pay any compensation or penalty in the event of rescission on the grounds mentioned in paragraph a) of clause 10.1 above, however, it should be considered all obligations under these General Conditions and/or the Order, as arisen before the rescission date.

10.3. In case of termination based upon paragraphs c) or d) of clause 10.1 above, the breaching Party shall be subject to a non-compensatory penalty for damages, equal to five percent (5%) of the total Order value, in addition to reimbursement and/or compensation for the losses incurred by the non-breaching party and without prejudice to compensation and sanctions provided in these General Conditions and/or the Order.

10.4. In any event of termination of these General Conditions and the Order, without excluding other established sanctions and compensations, the Contractor is obliged to provide those Services whose price has already been paid or, at the discretion of Cargill, return to Cargill all amounts paid adjusted according to the index approved in writing by the Parties, whenever permitted by the applicable law.

10.5. Except in cases of malice or gross negligence, the Parties are not required to pay to the other Party any compensation for lost profits, indirect or consequential damages.

10.6. Any indemnity or compensation payable by Cargill to the Contractor under the Order and/or these General Conditions will be limited to ten (10%) percent of the price of all Services.

10.7. The Parties may, for any reason or no reason, early terminate these General Conditions and/or the Order without payment of any penalty to the other party, provided that they notify in writing to the other party at least thirty (30) days in advance and comply with their obligations validly entered into prior to the early termination.

11. Confidentiality.

The Contractor shall maintain absolute confidentiality and discretion over all the information that may be disclosed by Cargill, including, but not limited to any information, materials, data, documents and technical specifications to which it may have knowledge or access, or can be entrusted with, related or not to the object of its Order. This obligation shall remain in force while the Contractor's obligations under the Order and these General Conditions are in effect, and for five (5) years following its fulfillment or rescission, as appropriate.

12. Notifications.

All notices, requests, orders and other communications directed at either Party concerning these General Conditions and/or the Order shall be in writing to be considered valid, and shall be forwarded to the addresses of the Parties listed in Order.

13. General Provisions.

13.1. Neither Party may, without prior written consent from the other Party, assign or transfer, in whole or in part, any of its rights or obligations under the Order or these

General Conditions.

13.1.1. Notwithstanding the provisions of clause 13.1 above, Cargill is authorized by the Contractor to assign or transfer, in whole or in part, any of its rights and/or obligations under the Order and/or these General Conditions, to any of its subsidiaries or affiliates, either parent, affiliate or subsidiary, directly or indirectly.

13.1.2. The Contractor agrees from this moment, and with irrevocable and irrevocable nature, not to transfer, encumber, factor or otherwise transfer to third parties any credit it may have against Cargill related to the Order and/or these General Conditions without the express written permission from Cargill. Any assignment or transfer made in breach of this obligation shall be considered null and void, being considered duly made all payments made by Cargill directly to the Contractor, and releasing Cargill from its obligations.

13.2. Failure to demand, by either Party, strict compliance with any obligation or condition in these General Conditions or the Order, shall be considered as mere tolerance and shall not involve altering the obligation or condition nor waive the right to demand it in the future, not affecting the validity of these General Conditions and/or the Order or Agreement and any of its conditions.

13.3. The obligations of each Party set out in these General Conditions or the Order constitute legal, valid, binding obligations which are enforceable in accordance with its terms, and supersede all previous accords, representations, negotiations and agreements, whether verbal or by writing, that have its purpose in whole or in part.

13.4. The Order and these General Conditions may be modified only in writing, observing that:

- i. the Order may be changed only upon the sending of a rectifying request by Cargill to the Contractor; and
- ii. these General Conditions may only be modified by amendments signed by the Parties or their legal authorized representatives.

13.5. The invalidity of any provision of these General Conditions and/or the Order due to being considered void and/or contrary to law, by any competent governmental authority or court, will not affect the other provisions, which shall be deemed valid and shall be fully effective between the parties.

13.6. All titles of chapters, clauses, paragraphs or other items of these General Conditions are used only as a reference and, therefore, will not affect the content thereof.

13.7. The Contractor may not use the brand names, trademarks, logos, service marks or other signs owned by Cargill in any way, including, among others, for advertising, lists of users or customers etc., unless the Contractor obtains the prior written consent by Cargill.

13.8. For the interpretation, compliance and enforcement of these General Conditions, the Parties are subject to the laws and jurisdiction of the courts of the capital city or region of the country in which the Order was entered. Contractor hereby acknowledges and agrees to fully comply with Cargill's Supplier Code of Conduct, which can be accessed in its entirety at <http://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.

4. Invoicing and Payment

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