

## TERMS AND GENERAL CONDITIONS FOR THE PROVISION OF SERVICES - MEXICO

### 1. Defined Terms and Rules of Interpretation.

#### 1.1. Words starting with capital letters shall have the following meanings:

- a. "Cargill" means the legal person from the Cargill Group identified in the Order, in the capacity of contracting party of the Provision of Services.
- b. "Contractor" means the individual or legal person specified as Contractor in the Order, and responsible for the provision of the Services specifically identified therein. Contractor can be equally referred to as "Supplier".
- c. "General Conditions" mean these Terms and General Conditions that establish the rights and obligations of Cargill and the Contractor applicable to the provision of Services stipulated in the Order(s) issued by Cargill for the Contractor.
- d. "Authorized E-mail Addresses" shall have the meaning as attributed in Clause 13.1 of the present General Conditions.
- e. "Data Messages" shall have the meaning as attributed in Clause 13.1 of the present General Conditions.
- f. "Party" means Cargill or the Contractor, as applicable.
- g. "Parties" means Cargill and the Contractor, whenever referred to jointly.
- h. "Order(s)" means the service order(s) issued (s) by Cargill, containing the specific conditions of the provision of Services that Cargill wants to receive. The orders may also be called "Purchase Order" though this is no reason for considering them operations estranged hereto.
- i. "Services" mean the services described and characterized in the Order.

1.2. In the event of discrepancy or conflict between these General Conditions and those worded in the Order(s); and/or in any other documents exchanged between the Parties previously, and which refer directly or indirectly to the Services, the provisions established in the present General Conditions shall prevail. In the event of discrepancy or conflict between the commercial or technical terms of the Services requested in the Order(s) and communications or any other document exchanged between the Parties prior to its dispatch 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 obligations between Cargill and the Contractor, applicable to the provision of the Services entered into by Cargill and the Contractor by virtue of the Orders. Said Orders and the present General Conditions jointly constitute the mutual obligations between the Contractor and Cargill. With due regard for the provisions in the clause 1.2. of the present General Conditions, the terms and conditions established in the Order, are complementary to the present General Conditions.

2.2. 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 following situations occur:

- a. By acceptance of the Order by the Contractor and/or of the General Conditions to provide the Services to Cargill in writing in a physical document, by e-mail or through the website of providers set up by Cargill;
- b. By Contractor's signing or sealing of the Order;
- c. If the Contractor begins the provision of the Services or begins compliance with any obligation associated to the Order or to these General Conditions.

2.3. In addition to the forms of presentation, delivery and acceptance of the present General Conditions established in the clause 2.2 above, same may also be found on the Cargill website, at the following address:

<https://www.cargill.com/page/cargill-po-terms>.

### 3. Validity.

The present General Conditions come into effect as of August 1, 2017 and shall be thus maintained indefinitely. Each Order shall become valid in conformity with clause 2.2 above by expressed or tacit acceptance of the Order, and shall remain in force until its terms have been fully satisfied.

#### 4. General Obligations of the Contractor.

- 4.1. With due regard for the rest of the obligations established in the present General Conditions or in the Order, the Contractor shall:
- a. Adhere to all the conditions and obligations established in the Order and with all the terms and conditions established in these General Conditions;
  - b. 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 achieve the proposed results in full;
  - c. Provide the Services within the timeframe and places established 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. Adhere to the conduct guidelines established by Cargill for its Service providers;
  - 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 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. Submit for payment the invoices within the sixty (60) running days following the provision of the respective Service. Likewise, Cargill shall deliver the payment complement, with all the requirements established by the applicable fiscal regulations, within 10 business days following payment made by Cargill. Should the Contractor fail to punctually deliver the fiscal document that enables it to make the corresponding payment or the corresponding payment complement, the Contractor hereby grants a Cargill a discount of the 30% (thirty percent) on the value of said invoice or payment complement, as applicable, not submitted to Cargill on a timely basis, even though it could be automatically applied by Cargill upon making the applicable payment of said invoice or else upon making the payment corresponding to future Services, in the case of payment complements not issued on time and in form by the Contractor.
  - h. Not use child or slave labor, or analog conditions, in meeting its obligations by virtue of the Order(s) and these General Conditions. Purchaser 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. Purchaser 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 Purchaser. Vendor will perform reasonable identity verification and fraud precautions;
  - i. Provide its services in accordance with the applicable laws and regulations, exempting Cargill from any liability by virtue of miscompliance or violation thereof. It shall likewise assure that its employees, and as applicable, subcontractors, comply with said legislation and regulations;
  - j. Register the workers it employs to provide the Services before the corresponding authorities as its dependents, and pay all the corresponding labor and social security obligations, under the terms of applicable legislation;
  - k. Not subcontract the Services without prior authorization in writing from Cargill;
  - l. If any subcontracting is authorized, it shall be understood that the Contractor will continue to be liable before Cargill for the Services, and it shall be jointly and severally liable for all acts and facts realized by its subcontractor. Likewise, in the event of subcontracting, the Contractor shall: (i) be responsible for compliance, on behalf of the third party, for all the applicable legislation relating to the provision of the Services, as well as the rules prescribed in these General Conditions and in the Order, (ii) assure compliance by its subcontractor with the obligations in terms of labor and social security matters, including the registration and/or affiliation of the workers before the dependencies and corresponding government programs, as well as the payment of all corresponding labor and social security payments, (iii) the contractor shall meet its obligations agreed upon with the subcontractor, including but not limited to the payment of any consideration agreed upon therewith, and (iv) indemnify Cargill for the damage, losses, costs and associated expenditures deriving from default which may occur in relation to its contractors to the Order or to these General Conditions;

- m. Train its employees and provide its personnel with all personal safety equipment, materials and tools required for the correct provision of the Services. Cargill is not a depository of these goods of the Contractor, and as such shall not be liable for any damage or loss thereof, at any time;
- n. Obtain and keep valid and in effect, and comply with all the requirements, conditions and applications for licenses, permits and/or authorizations necessary to meet its obligations by virtue of the Order(s) and these General Conditions;
- o. Not violate, in the provision of the Services, the intellectual property rights or any other kind owned by third parties; and
- p. Indemnify Cargill for any damage or loss it may occur by default on any of the obligations undertaken by the Contractor in the framework of these General Conditions and the Order(s), and also for any damage or loss caused by the personnel designated to provide the Services.
- q. 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. Access to Cargill premises

5.1. In the Services needing to be provided at any installation or establishment of Cargill, the Contractor shall: (i) comply and assure compliance by their employees and subcontractors, with all the health and safety and environmental rules established by Cargill, (ii) immediately correct all the unsafe conditions reported by Cargill which are given or were given during the validity of the Order, and (iii) withdraw from the installations any of its personnel, who at the discretion of Cargill is deemed not to be complying with the health and safety and environmental rules established by Cargill or which, included at the discretion of Cargill, is causing any impediment to Cargill's operations.

5.2. Cargill may facilitate the Contractor and its personnel a space within the installations such as lockers or drawers assigned solely and specifically so they may guard their belongings during the performance of the Services, on the understanding that said area, owned by Cargill, will be subject to all the safety rules of the installations, and also be the object of random routine inspections, at any time, without the need for prior notice. At any time Cargill may request the personnel of the Contractor to open and show their belonging to the security personnel or audit team of Cargill. Cargill is not the depository of the belongings of the personnel of the Contractor, so it shall not be liable for any damage or loss at any time.

5.3. The Contractor hereby recognizes Cargill's right to deny access to its installations to anyone adopting a conduct or carrying on an act deemed unsafe or contrary to business ethics standards, or who appears to be or is under the effects of alcohol and/or narcotics and/or drugs.

5.4. It is understood and agreed upon that if any employee or worker of the Contractor is withdrawn from the premises of Cargill, said action shall not imply the termination of the work contract between the Contractor and the corresponding worker. It is up to the Contractor to take the final decision on whether or not to continue the employment relationship with its own workers, in accordance with the applicable laws and the personnel policies thereof. Each party shall be responsible for the acts of its respective workers, carried out by virtue of the Order and/or these General Conditions;

5.5. The Contractor shall be obliged to subject its personnel, at any time as so requested by Cargill, to toxicological exams to detect drugs, narcotics and alcohol (hereinafter, "Exams"), by way of a duly-accredited laboratory for such effects, the costs of which shall be afforded by the Contractor; likewise, the Contractor shall show the results to Cargill within three running days following that on which the Contractor has access thereto (and this access may not exceed ten running days as of the date on which the Exam was taken). Equally, the Contractor hereby allows Cargill, in its name and in representation thereof, to subject any member of the personnel of the Contractor, at any time, to the Exams, in which case Cargill shall inform the Contractor of the corresponding results. The Contractor shall make a reimbursement for any expense or cost deriving from said Exams, upon submission of the respective documentation proof.

5.6. Should an employee or any personnel of the Contractor have a medical prescription for the use of any medication, narcotic or drug, said person shall inform such situation to Cargill prior to entering the premises of Cargill for the performance of the Services, and shall deliver Cargill a copy of the medical prescription so that Cargill may decide

whether or not to authorize entry of said person, on the understanding that the Contractor shall only assign to said person activities that do not represent a risk to other persons, installations and/or property of Cargill.

5.7. The Contractor guarantees that each and every member of its personnel or subcontractor: (i) underwent Exams, prior to entering into the present Agreement, and favorable results were obtained; (ii) previously and expressly recognized the obligation to undergo Exams (whether performed directly by the Contractor or Cargill), and (iii) has granted their consent, in advance, prior to the acceptance of any Order.

6. Taxes.

All taxes due on the provision of the Services and these General Conditions shall be paid by the Party responsible, in the terms of applicable tax legislation, provided that in no case total Purchase Order values shall include taxes..

7. Ethics and Anticorruption Expectations.

7.1 The Contractor is aware that the Foreign Corrupt Practices Act of the USA ("FCPA") against bribery and the 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.

7.2 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 in effect in Mexico and/or in any other jurisdiction, nor shall it pay, offer, promise to pay or authorize payment or offer cash or any object of value, either directly or indirectly:

- a. To any Government Employee (as defined ahead); or
- b. To any political party, member of any political party or any candidate to a public office.

With the purpose of obtaining or maintaining business or improper advantages for Cargill or any other purpose contrary to the Law.

7.3 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 law applicable to the Contractor for the Services provided to Cargill.

7.4 The Contractor has declared to Cargill, under oath, prior to receiving these General Conditions that none of the owners, employees, officers, managers, or employees of the Seller are a Government Employee (as defined ahead), political party official or candidate to a public office. The Contractor agrees to notify Cargill in writing if one or more of its owners, board members, officers, leaders, managers or employees becomes a Government Employee (as defined ahead), political party official or candidate to a public office.

Government Employee 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 Employee").

7.5 The Contractor declares its awareness and acceptance, in all its terms, irrevocably and unchangeably, the Code of Conduct of Cargill Suppliers, even if delivered previously or jointly with the present General Conditions, and commits to act with business responsibility, integrity and transparency, fully complying with the provisions therein.

8. Liability and Guarantees for the Services.

8.1. The Contractor is liable for and is obligated to perform the Services in strict conformity with the conditions, specifications and descriptions contained in the Order, and to guarantee the quality of the Services.

8.2. Unless otherwise specified in the Order, the Services will be guaranteed for the period of one (1) year counted as of the declaration of satisfactory receipt issued by Cargill.

8.3. The Contractor commits to remedy all and any defect or flaw in the provision of the Services as notified by Cargill if any, and shall immediately re-perform the Services, so that they fully meet the conditions, specifications and/or descriptions contained in the Order, at its sole account, cost and risk, without any onus for Cargill. Without prejudice to the foregoing, Cargill shall have the right and may opt to rescind the juridical relationship with the Contractor, in which case the provisions of the Chapter 11 of the present General Conditions shall apply. Whatever Cargill decides, the Contractor shall be obliged to indemnify Cargill, its affiliated companies or subsidiaries, employees or related third parties for any damage or loss as may have been caused by the Contractor's default on its obligations relating to the Service agreed upon in the Order.

8.4. Should the Contractor fail to correct the flaws in the Services in the timeframe specified in the notice by Cargill requesting the correct provision of the Services, Cargill is authorized to hire a third party to carry it out, the Contracting being obliged to reimburse Cargill, within 5 (five) business days counted as of the written request by Cargill, all the costs, direct and indirect, it incurred for hiring this third party.

8.5. The Contractor is responsible for guaranteeing the quality of the Services provided and that same satisfy the purposes for which they were hired, even if same were performed, in whole or in part, by a subcontractor of the Contractor, for whom, as mentioned in item 4 subitem j) the Contractor shall be jointly liable.

8.6. Cargill shall have the right 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 damage and losses caused to third parties, or to Cargill, as a consequence of shortcomings or defaults in the provision of the Services.

8.7. The performance of the Services shall strictly satisfy the conditions and dates established in the Order. In addition to that set out in item 9 below, the delay in the performance of same shall give Cargill the right (but not the obligation) to cancel the Order and terminate the juridical relationship with the Contractor. The Contractor shall be exclusively liable for all and any damage or loss caused by the delay in the provision of the Services, including indemnification, fines and/or other penalties sustained by Cargill as a consequence of the damage caused to Cargill or to third parties.

## 9. Delay and Default.

9.1. If the Contractor cannot or feels it is unable to fully satisfy with the obligations established in the Order for any reason, it shall immediately inform Cargill, expressly and in writing. Said communication does not exempt it from any liability regarding any obligation established in the Order and/or in these General Conditions.

9.2. The Contractor shall immediately notify Cargill upon receipt of the Order if it cannot meet the date specified for execution, in which case Cargill shall have the option of cancelling the Order without bearing any liability whatever in relation to the Contractor.

9.3. Delay in compliance with any of the obligations of the Parties referred to in these General Conditions, in the Order and/or in the 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.

9.4. 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 omission by the Contractor or from acts or facts attributable to the Contractor and which are in disagreement with established in the present General Conditions, in the Order or in the applicable law.

9.5. Notwithstanding the provisions in clause 11, 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 the Contractor provides the Services pending provision in accordance with the terms and conditions established in the Order.

9.6. In the event of delay in compliance of the performance and termination of the Services (not attributable to Cargill), the Contractor shall pay Cargill one percent (1%) of the value of the Services for each day of delay in the

performance and termination of the Services, which will be deducted from any corresponding payment, and the Contractor accepts and authorizes this compensation upon accepting these General Conditions.

10. Nature of the contractual relationship.

10.1. These General Conditions and the Order are of a commercial nature, and do not generate any labor liability whatever.

10.2. The Contractor guarantees and shall constantly maintain all the elements and human resources, materials and economic necessary and sufficient for the provision of the Services that are the object of the present Agreement, on an independent and non-exclusive basis, and shall face all the obligations deriving from these General Conditions and/or the Order, of whatever nature, until said obligations are fully satisfied, and accordingly expressly recognizes, agrees and accepts that the only legal relationships that join it to Cargill are those arising from the present Agreement.

10.3. For the provision of the Services, the Contractor shall assign the best qualified and most suitable personnel as necessary; on the understanding that said personnel is or will be hired by the Contractor at its sole account and in its own name, so the salaries, considerations, indemnifications, work risks and any other labor and/or social security obligations related to said personnel, shall be at the expense and onus of the Contractor and in no way whatever shall Cargill be considered to be the boss or substitute boss of said personnel.

10.4. The Contractor shall maintain a stable labor relationship with its personnel, including a collective agreement in effect applicable to its operations, it being understood that any instability shall entitle Cargill to terminate this agreement immediately without incurring any liability for itself.

10.5. The Contractor shall be the sole and exclusive party responsible, in its capacity of boss, for making all the labor and social security payments, both legal and contractual, regarding personnel employed to provide the Services that are the object of these General Conditions and/or Order, and shall be obliged to keep Cargill, along with its representatives, affiliated entities, subsidiaries and related companies, free and safe from any lawsuit, report, complaint, fine or sanction, deriving from the foregoing.

10.6. The Contractor shall appoint a supervisor for the provision of the Services, who shall spearhead the activities of administration, surveillance and supervision of the personnel assigned by the Contractor, in order to attain the quality of the Services agreed upon with Cargill. Cargill shall notify the Contractor, through the supervisor in charge, of any irregularity that might occur in the provision of the Services, so that the Contractor may take adequate measures to eliminate said irregularities. Cargill shall have no liability, in the event that such measures are not taken; and furthermore case of omission, untimeliness or dissatisfaction shall constitute cause for rescinding the contractual relationship with the Contractor, at the discretion of Cargill.

10.7. The Contractor is not the legal representative or agent of Cargill and accordingly may not obligate latter owing to these functions, in any way whatever, nor may it make statements in the name of Cargill.

10.8. Regarding the subcontracting of third parties, and with due regard for that stipulated in clause 4.1 item h) of these conditions which establish that same shall be at the sole account and under the most absolute responsibility of the Contractor, latter commits to hold Cargill free and safe from any complaint which by virtue of or in relation thereof arises, particularly of the labor, social security, fiscal or civil kind, as may derive from said contracting.

11. Assumptions for Rescission / Termination.

11.1. As assumptions for rescission, in addition to those prescribed in specific provisions of these General Conditions and/or in the Order the juridical relationship between the parties may be terminated for the following causes:

11.1.1. By Cargill, at its sole discretion, in the case (i) of any interruption or unjustified suspension of the performance of the Services by the Contractor and/or its suppliers or subcontractors, which in the judgment of Cargill might affect or delay the provision of the Services, (ii) that the Contractor has not enrolled its personnel before the social security authorities; or else has not met its capital-labor obligations, (iii) that the Contractor has not kept up-to-date, for the entire performance of the Services, the records, authorizations, permits, licenses and other documentation necessary for the

provision thereof; or (iv) default or delay by the Contractor on any obligation to which it was bound by virtue of the present General Conditions and/or Order;

11.1.2. By the Contractor, should Cargill fail to make payments by virtue of the Order, and of the present General Conditions – whenever the Contractor has provided the corresponding tax documentation in full compliance with applicable rules – within the 30 (thirty) running days as of the date of receipt of the notification in writing sent by the Contractor to Cargill demanding the realization of the payment of the past due amount, if applicable.

11.1.3. The party in default shall be obliged to pay for the damage and losses caused by said default.

11.2. In the event of termination of the Order, not excluding other sanctions and indemnifications established, the Contractor shall be obliged to provide the Services for which the amount has already been paid or, at the discretion of Cargill, return all the amounts paid by Cargill.

11.3. Any indemnification or compensation payable by Cargill to the Contractor under the Order and/or these General Conditions shall be limited to 10% (ten) percent of the total value of the Services.

11.4. Cargill may, for any reason, anticipatedly terminate these General Conditions and/or the Order without paying any penalty to the Contractor, whenever it so notifies in writing at least thirty (30) days in advance and complies with the obligations validly undertaken prior to notice of termination.

## 12. Non-Disclosure.

The Contractor shall keep private all the information as may be disclosed thereto by Cargill, whether or not marked as confidential, including, but not limited to any information on projects, production capacities, materials requested, diverse suppliers, client orders, expansion plans, economic, technical or commercial data on products or premises of Cargill, technical specifications on the products commercialized by Cargill, etc., or information which the Contractor may have knowledge of or access to the Contractor, whether or not related to the Services and/or with the object of its Order. This obligation shall remain in force for the duration of the obligations of the Contractor under the Order and these General Conditions, and for the five (5) years following compliance with or rescission thereof, as applicable. In the event of default on said obligation the Contractor shall pay Cargill for corresponding damage and losses.

The Contractor notes that it has a Privacy Advice for all its employees, personnel and/or subcontractors, who have consented to the transfer of their personal data to third parties, which may occur as part of the performance of the Services.

## 13. Data Messages.

13.1. Cargill and the Contractor recognize legal effects, validity, compulsory force and evidentiary value of the communications sent under the aegis of the present General Conditions and/or of the (los) Order(s) and/or or that are generated, sent, received or filed in electronic means (hereinafter “Data Messages”). Said Data Messages shall be sent between the parties to the authorized e-mail addresses described and specified in the Purchase Order, (hereinafter the “Authorized E- mail Addresses”), and same may be updated from time to time in writing signed by the Party requesting an update of the Authorized E-mail Addresses and physically sent to its counterparty, though the present General Conditions shall not be modified thereby, nor the Order(s), nor shall there be novation of the obligations deriving from these General Conditions or from the Orders.

13.2. Said Data Messages shall generate full legal effects and shall be deemed valid and enforceable between the Parties, whenever: (i) sent to each other by means of the Authorized E-mail Addresses; (ii) definitively accepted, by acceptance advice containing the words “IN ACCORDANCE” and/or “OK” and/or any synonym, through this same channel by the other Party, within forty-eight (48) hours following the receipt of or the respective Data Messages, notwithstanding the foregoing, the validity and enforceability of the acceptance advice sent on an untimely basis shall not be affected, whenever there is an expressed agreement between the parties; and (iii) said definitive acceptance by the addressee and/or accepting Party, is received by the emitting and/or tendering party, in terms of that established in these General Conditions and in Art. 1,807 of the Federal Civil Code. The foregoing, on the understanding that any Data Messages sent between the parties pursuant to that established in the present clause, and which by matters and/or circumstances unwitting to the emitting Party was not received by the address Party, shall for all legal purposes be

deemed valid and enforceable, whenever re-sent to the addressee Party and latter accepts it in the terms of the present clause.

13.3. The Parties agree that the acceptance advices which the address or acceptance Party should send from time to time, pursuant to that stipulated in the immediately preceding paragraph, shall contain, enunciatively but not limited to, a clear and precise reference to the operation and/or corresponding Order.

#### 14. Notices.

Each Party specifies as its conventional domicile to receive all types of notices, that prescribed in the Order. All notices made by the parties by virtue of these General Conditions and/or the Order, shall be in writing and with receipt advice, with the exceptions which by their very nature the Data Message referred to in item 13 above may represent.

#### 15. General Provisions

15.1. 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 undertaken pursuant to the Order or these General Conditions.

15.1.1. Notwithstanding the provision in the clause 15.1 above, Cargill is authorized by the Contractor to assign or transfer, in whole or in part, any of its rights and/or obligations undertaken by virtue of the Order and/or these General Conditions, to any of its related or affiliated companies, be it the head office, branch or subsidiary, directly or indirectly.

15.1.2. The Contractor is hereby bound, 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 miscompliance with this obligation shall be deemed lawfully null and void, being deemed duly realized all the payments made by Cargill directly to the Contractor, having a discharging effect on the obligations of Cargill.

15.2. The failure by any Party to demand the strict compliance with any obligation or condition established in these General Conditions or in the Order, 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 the Order and any of their conditions.

15.3. 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, declarations, negotiations and arrangements, be they verbal or in writing as provided in their object in whole or in part.

15.4. The Order and these General Conditions may only be amended in writing, with due regard for the following: (i) the Order can only be changed by sending a rectifying request by Cargill to the Contractor; and (ii) these General Conditions can only be modified by amendment signed by the Parties or their authorized legal representatives.

15.5. Should any provision of these General Conditions and/or of the Order be deemed null and/or contrary to the law, by any jurisdictional authority, the remaining provisions shall not be affected.

15.6. All the titles of the chapters, clauses and items of these General Conditions are used solely as reference and, accordingly, shall not affect the content thereof.

15.7. Neither Cargill nor the Contractor enters into an exclusive service provision contract with the other party, so the Contractor may provide services to third parties, and Cargill may receive the provision of the Services of any third party.

15.8. 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. In the event of default on this obligation the Contractor shall pay for the damage and losses caused to Cargill.

15.9. The Contractor has declared on oath, prior to accepting these General Conditions, that neither it nor any person or entity that owns or controls it, is subject to economic or commercial sanctions, imposed by the USA, the European Union, the United Nations Organization, Mexico ("Rules of Sanction"). The Contractor commits that it, its agents, employees and representatives shall fully comply with all applicable Rules of Sanction in fulfilling the present Agreement. The



Contractor commits to cooperate with the reasonable requests from Cargill on information or documentation to verify compliance with this clause.

15.10. For the interpretation, compliance and enforcement of these General Conditions and/or of the Order, the Parties are subject to the federal laws of Mexico and to the jurisdiction of the proper courts located in Mexico City. 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.

4.2. Likewise, Contractor must deliver, according to the applicable tax regulations, the electronic payment receipts ("complementos de pago"), which must meet all requirements set forth by such regulations and must be issued at the latest on the tenth calendar day of the immediate next month to the one in which Cargill has paid.

If Contractor fails to deliver either: (i) the tax certificate that allows Cargill to pay the Services, within the 90 (ninety) calendar days next to the performance of the Services; or (ii) the electronic payment receipts, according to the term pointed out above, Contractor will be liable of each and every economic consequences produced in charge of Cargill due to the lack of delivery and/or late delivery of such documents, including the amounts that cannot be deducted and/or credited by Cargill, under VAT and/or Income Tax. If this situation occurs, Contractor herein authorizes Cargill to apply the amounts derived from such liability, automatically and according to its own calculations, from the invoice or electronic invoices issued by Contractor in charge of Cargill, by virtue of the Services provided to Cargill.

4.3. If Contractor is under any of the lists set forth in article 69-B of the Federal Tax Code (or any provision that replaces it), Cargill will have the right to unilaterally terminate this Agreement with immediate effects and suspend any payment due to Contractor, with no need of judicial statement and no liability in its charge.