

## General Terms and Conditions

By requesting and accepting deugro (USA) Inc.'s d/b/a 4D Americas' ("Consultant") consultant's services, the organization or company with whom this Agreement is entered into (the "Client") is agreeing to comply with and be bound by the following term and conditions of use. This Agreement supersedes all prior oral and written communications, agreements and understandings of the parties and supersedes any and all terms and conditions previously submitted.

### 1. Engagement

- 1.1 Client agrees and hereby engages the Consultant, and the Consultant agrees to and does hereby accept engagement, for period commencing on the date of acceptance of the Service Summary or receipt of the Consultant's first service(s).
- 1.2 For purposes of this Agreement, "Affiliate" shall mean any entity which controls a party, is controlled by a party, or is under common control with a party to this Agreement.

### 2. Services

- 2.1 The Consultant shall render to the Client the services described below, with respect to which the Consultant shall apply its best efforts and devote such time as shall be reasonably necessary to perform its duties hereunder and advance the interests of the Client. The Consultant shall report directly to the respective person instructed by the Client in writing (the "Reporting Officer") and to such persons as the Reporting Officer shall direct.
- 2.2 The services to be rendered by the Consultant to the Client shall consist of all the services described in the Service Summary (the "Services"). "Service Summary" means the document (i) setting out the services to be provided by the Consultant to the Client and (ii) requirements of the Client such that the Consultant may perform the Services.
- 2.3 In connection with said Services, the Client agrees to fully support the Consultant in connection with providing all necessary information, documentation and the time of the executive and management staff which shall be required.

### 3. Compensation

- 3.1 For the Services and duties to be rendered and performed by the Consultant during the Term and in consideration of the Consultant having entered into this Agreement, the Client agrees to pay the Consultant the fees as stated in the Service Summary.
- 3.2 Consultant shall be entitled to payment or reimbursement for travel, expenses, food, lodging, and any per diem allowance, equipment, or supplies if expressly authorized in advance in writing by the Client.
- 3.3 Unless otherwise stated in the Service Summary, payment will be made upon receipt of invoice but no later than thirty (30) days of receipt of an invoice, submitted upon completion of the Services. Payment shall be made to the bank account stated in the invoice.
- 3.4 Any extra costs arising from or related to any delays in the completion of the services stemming from the failure of the Client to duly make available to the Consultant the requested information and documentation, shall be fully borne by the Client.

### 4. Trade Secrets

- 4.1 Consultant agrees that any trade secrets, material non-public information or any other like information of value relating to the business of the Client or any of its Affiliates, including but not limited to, information relating to pricing, potential transactions, processes, systems, methods, formulae, patents, patent application, research activities and plans, contracts, names of potential customers, which it will acquire during its engagement by the Client or any of its Affiliates or which it may hereafter acquire during the Term as the result of any disclosures to it, or in any other way, shall be regarded as held by the Consultant in a fiduciary capacity solely for the benefit of the Client, its successors or assigns, and shall not at any time, either during the term of this Agreement or thereafter, be disclosed, divulged, furnished, or made accessible by the Consultant to anyone, or be otherwise used by it or its employees or agents except in the course of business of the Client without express written consent by the Client.
- 4.2 The covenants set forth herein shall survive the expiration of the Term and termination of this Agreement and shall remain in full force and effect regardless of the cause of such termination.

### 5. Assignment

- 5.1 This Agreement may be assigned by the Client to an Affiliate, provided that any such Affiliate shall expressly assume all obligations of the Client under this Agreement. Consultant agrees that if this Agreement is so assigned, all the terms and conditions of this Agreement shall be between assignee and itself with the same force and effect as if said Agreement had been made with such assignee in the first instance.
- 5.2 This Agreement shall not be assigned by the Consultant without the express written consent of the Client.

### 6. Client Obligation

- 6.1 The Client shall duly make available to the Consultant all information and documents that the Consultant deems necessary to be able to carry out the Services correctly, in the specified form and manner.
- 6.2 The Client shall provide any document and support required for the proper and timely performance of the Services.
- 6.3 The Client shall duly inform the Consultant in writing of any facts and circumstances that may be relevant in connection with the execution of the Services, and shall ensure the correctness, completeness, and reliability of information provided to the Consultant.

### 7. Representations, Warranties and Liabilities

- 7.1 Consultant warrants that it shall perform all the Services in a professional manner and in accordance with generally accepted industry standards and all applicable laws.
- 7.2 The Consultant uses all reasonable efforts to include up-to-date and accurate information, but makes not representations, warranties, or assurances as to the

accuracy or completeness of the information provided. Any information provided as part of the Services does not constitute legal advice and should not be relied upon as a substitute for legal counsel.

- 7.3 Consultant represents that it has the full right, power and authority to enter into this Agreements and Consultant's performance of this Agreement does not breach any other arrangement or agreement to which Consultant is a party which would prevent Consultant from performing its obligations under this Agreement.
- 7.4 The Consultant, nor any person put forward by the Consultant to perform the Services, shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Client, its employees or third parties, resulting from the use of the Services by the Client, except to the extent that the same can be shown to be due to gross negligence or willful misconduct on the part of the Consultant or its employees. The Client shall indemnify the Consultant accordingly.
- 7.5 The Client shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Consultant, its employees or third parties, related to the performance by the Consultant of the Project, except to the extent that the same can be shown to be due to gross negligence or willful misconduct on the part of the Client or its employees. The Consultant shall indemnify the Client accordingly.
- 7.6 Should a party be deemed liable to the other party, by way of indemnity or by reason of breach of contract or otherwise, the Consultant's liability shall in aggregate not exceed the price for the Services. In any event, neither party shall be liable to the other party for any consequential, indirect, special, incidental, or exemplary damages of any nature whatsoever that may be suffered by the other party.

### 8. Term and Termination

- 8.1 Any times or dates set forth in the Service Summary for provision or completion by the Consultant of the Services are estimates only and shall never be considered of the essence. Furthermore, the parties hereby acknowledge that the time schedule set out for the performance of the Services may change during the course of said performance. In no event shall the Consultant be liable for any delay in providing these services.
- 8.2 Either party may terminate the Agreement by notice in writing forthwith in the event the other party: (i) is in default with respect to any material term or condition to be undertaken by it in accordance with the Services and / or the provisions of the Agreement, and such default continues unremedied for a period of ten (10) days after written notice thereof by the aggrieved party to the defaulting party; (ii) is affected by a Force Majeure which cannot be removed, overcome or abated within three (3) months; or (iii) shall make any assignment for the benefit of creditors or shall file any petition in connection thereto, shall file a voluntary petition in bankruptcy, be adjudicated bankrupt or insolvent, if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed for that party (and is not dismissed within sixty (60) days after appointment).
- 8.3 For purposes of this Agreement "Force Majeure" means any cause beyond the reasonable control of the affected party, including, but not limited to, any act of God, war, riots, acts of the public enemy, fires, strikes, labour disputes, accidents, or any act in consequence of compliance with any order of any government or governmental authority.
- 8.4 If the Client issues a termination notice, the Client shall be obliged to pay the Consultant a compensation equal to the agreed fees apportioned to the services already rendered by the Consultant, plus any additional costs incurred by the Consultant as a result of said early termination.
- 8.5 In case the Consultant cannot be reasonably expected to complete the works due to unforeseen circumstances, the Consultant may unilaterally terminate the Agreement. The Client shall be liable for payment of an amount corresponding to the fees due for services already performed, while being entitled to receive the (preliminary) results of the services already performed, without the Client being entitled to derive any rights therefrom.

### 9. Independence

- 9.1 The Consultant shall perform the Agreement as an independent contractor and shall not be the servant or agent of the Client.

### 10. Notices

- 10.1 Any notice given under or pursuant to the Agreement shall be given in writing and sha: (i) is in default with respect to any material term or condition to be undertaken by it in accordance with the Services and / or the provisions of the Agreement, after written notice thereof by the aggrieved party to the defaulting party; to be given by mail, registered mail or by facsimile transmission to the other party at the addresses mentioned in the Service Summary, or to such other address as a party may by notice to the other have substituted therefore.

### 11. Governing Law and Jurisdiction

- 11.1 All disputes arising from this Agreement that cannot be solved amicably, shall be governed by and interpreted in accordance with the law of Texas, without regard to principles of conflicts of laws.
- 11.2 The parties to this Agreement will submit all disputes arising under this Agreement to arbitration in Houston, Texas before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by the application of the rules of the AA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Texas.
- 11.3 No part to this Agreement will challenge the jurisdiction or venue provisions as provided in this section.