

BROKERAGE

THIS AGREEMENT, made as of the Date Tuesday, March 18, 2025, is entered into by and between ("1° Company _____"), with its principal office located ("Address/city/state/country 1° Company _____"); at Juan Manuel Niveyro DNI 22905614, passport AAF027201, commercial registered ID 20-22905614-0 AFIP, professional broker registered by ID 40040 RUCA MAGyP, from Argentina, Chaco, Barranqueras ("2° Broker"), an individual whose corporate office is situated at Barranqueras port, Chaco province, Argentina.

1. APPOINTMENT.

1° Company hereby appoints 2° Broker, and 2° Broker hereby accepts the appointment, as an independent 2° Broker for 1° Company upon the terms and subject to the conditions hereinafter set forth.

2. REPRESENTATIVE'S RESPONSIBILITIES.

(a) We connect clients with the business table of the commercial agricultural producer, hydrocarbons and mining market of Argentina Rosario Board of Trade that are linked to the network of international suppliers such as Chicago Board of Trade; to buy from these markets or sell to them.

Pricing for all Products shall be determined by 1° Company in its sole discretion whit import and exporter and in participation with the 2° Broker. For each Product sold by 2° Broker, and for subsequent renewals thereof, 2° Broker shall be entitled to receive a commission in accordance with the terms and provisions of Section 4.

(b) The obligations of the 2° Broker are present the 1° Company to exporters and Companies facilitate and help the 1° Company throughout the acquisition process of products and derivatives of the Argentine industry.

(c) The duration of this agreement for the use of influence of the 2° Broker over agricultural exporters will be for a period of first business.

(d) The 2° Broker will assume his influence over the Argentine agricultural exporters for the 1° Company for a period of (20) twenty days.

(e) In the period of (20) twenty days, the 2° Broker has the obligation to influence the agricultural exporters so that the client, the 1° Company, agrees to negotiate directly with the registered exporters.

(f) The 2° Broker is not responsible for the purchase conditions presented by the exporters to the client 1° Company

3. COMPANY'S RESPONSIBILITIES.

(a) The client must prove identity, economic, credit, financial and commercial capacity.

(b) You must submit digital information certified by the qualified agencies of your country of origin.

4. CONSIDERATION.

The commercial conditions established by the agricultural exporters will be negotiated directly with the client 1° Company and the 2° Broker participates in the negotiations, but it is not the responsibility of the 2° Broker the intellectual conditions of the client that enable or hinder the possibility of acquiring agricultural products with quality, quantity, prices, forms of payment and incoterms.

The 1° Company client access to the agro-commercial market of Argentina and the international network of stock exchanges, depends on their demonstrable credit, financial, economic, and commercial conditions.

1. Representation contract is valid for 5 years.
2. The representation agreement of the 2° Broker can expire at the end of 5 years or auto-renew automatically every 5 years.
3. The representation contract is considered auto renewed by the 2° Broker after 24 hours or one day after the expiration of the contract without either party expressing otherwise officially by e-mail.
4. This agreement is valid when it is digitally signed by the person in charge of the company and sent by e-mail from the electronic address of the legal representative and person in charge of the company along with documents that validate the credit, economic and financial capacity, last annual balance sheet and sworn declaration of assets, that demonstrate sustainable support of the businesses that require carrying out with representation and influence of 2° Broker
5. The 1° Company is exempt from paying commissions, fees for the business carried out

- 54 6. The 1° Company is aware of paying a fine of USD 2,000 United State dollars two thousand to the
55 2° Broker, if they do not take the businesses presented by the qualified, registered exporters and
56 operators in the Argentine and international market.
- 57 7. This fine must be paid within 20 calendar days for rejecting offers and business proposals or for
58 failing to respond and dropping offers with validity periods established by qualified, registered
59 exporters and operators in the Argentine and international market.
- 60 8. In the case of non-compliance with 1° Company, collection will be made LC guarantee or through
61 legal means plus professional fees.

62 **5. PROOF OF THE RELATIONSHIP.**

63 (a) The relationship between both parties is demonstrated by the exchange of e-mails through the
64 accounts presented in the registry by the 1° Company for the download of this agreement and the 2°
65 Broker with an email account comex@niveyro.ar, also through instant messaging systems through of the
66 cell phone lines of the 1° Company and the 2° Broker +54 9 362 472 5988 line.

67 (b) The presentation of offers in the name of the 1° Company, certificates, direct documentation of the
68 suppliers, are sufficient proof of compliance with the BROKERAGE, INFLUENCE AND REPRESENTATION
69 service.

70 **6. EXPENSES.**

71 Unless otherwise agreed prior to the incurrence thereof, the client 1° Company shall be solely
72 responsible for all costs and expenses incurred by the client 1° Company in carrying out his obligations
73 and responsibilities under this Agreement.

74 (a) The expenses incurred in your country of origin of the Company, as well as in Argentina or other
75 countries that are involved.

76 (b) Expenses for sealing contracts, customs duties, port movement insurance and transported
77 merchandise, export and import taxes, certificates of origin, port documentation, bank, charges and all
78 expenses incurred on the products directly and indirectly for their correct and safe handling and
79 transportation.

80 **7. TERM AND TERMINATION.**

81 The term of this Agreement shall commence on the date first set forth above and shall continue for a
82 period of five years.

83 Thereafter, this Agreement shall be automatically renewed on five years basis unless one party gives
84 written notice of termination to the other within 24 hours or one day after the expiration date of the
85 representation agreement of the 2° Broker to the Client 1° Company.

86 This Agreement also may be terminated by either party for cause. In the event one party is in breach of
87 its obligations hereunder, the non-breaching party shall provide written notice of the breach and the
88 breaching party shall have thirty (30) days after receipt of said notice to effect a cure of said breach.

89 Failure to effect a cure within the thirty (30) day period shall result in an immediate termination hereof.
90 Termination of this Agreement for whatever cause shall not release either party from any obligations
91 created hereunder which, by their specific terms, survive expiration or termination of this Agreement;
92 provided, however, that notwithstanding anything to the contrary set forth above, 2° Broker shall no
93 longer be entitled to present the client 1° Company to agro-exporters and assist them in the business
94 process.

95 **8. INDEMNITY.**

96 The client 1° Company to this Agreement shall indemnify, defend and hold harmless the 2° Broker and
97 any of its affiliates or subsidiaries (including such party's directors, officers and employees) from and
98 against any and all claims, suits, losses, liabilities, damages, judgments, awards, expenses and costs,
99 including reasonable attorneys' fees, arising in any way from: (i) any activities of such party outside the
100 scope of this Agreement; (ii) any breach by such party of any of the terms and conditions of this
101 Agreement; (iii) any failure on the part of such party to pay any taxes, whether federal, state or local, and
102 whether income, payroll or otherwise; or (iv) any taxes, debts, liabilities, obligations of every kind and
103 description of such party.

104 **9. INDEPENDENT CONTRACTOR RELATIONSHIP.**

105 2° Broker is an independent contractor and is not an employee, servant, partner or joint venture partner
106 of 1° Company. Except as otherwise expressly provided herein, no employee of 2° Broker shall be entitled
107 to any benefits which employees of 1° Company are entitled to receive.

108 2° Broker is responsible for all taxes with respect to amounts in fees and commissions received by 2°
109 Broker pursuant to this Agreement.

110 **10. CONFIDENTIALITY.**

111 During the term of this Agreement and thereafter, neither party hereto will, directly or indirectly, disclose
112 or use any confidential information, records, trade secrets or any other secret or confidential matter
113 relating to the clients, employees, business, products or services of the other party, whether or not it is
114 identified as secret or confidential, without first obtaining the prior written consent of such party. This
115 covenant includes but is not limited to: disclosing or using information concerning customers, customer
116 requirements, trade secrets, markets, costs, products; product development, marketing and business
117 plans or strategies; divulging the identity of clients or employees; or soliciting clients or employees.

118 All communication and movement of information and documentation by postal or digital means will be
119 considered official and absolute confidentiality.

120 **11. MISCELLANEOUS.**

121 This Agreement supersedes all prior agreements between the parties, may not be assigned by 2° Broker
122 without 1° Company's prior written approval, cannot be modified unless in writing signed by both parties,
123 and shall be construed in accordance with the laws of the State of California. Notices or other
124 communications required or permitted hereunder shall be sufficiently given if sent by first class mail,
125 postage prepaid, to the parties at their respective addresses set forth herein or to such other address as
126 shall be furnished in writing by the party to whom notice is given and such notice or other communication
127 shall be deemed to have been given as of the date so mailed.

128 Documentation transmitted by e-mail from official accounts is also considered original and provisional.

129 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

1° Company	2° Broker
Sign	Sign
Name: _____	Juan Manuel Niveyro
By: _____	DNI 22905614
Title: _____	Passport AAF027201
	Barranqueras - Chaco
	Argentina

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