GENERAL CONDITIONS

1. General

These General Conditions cover the following services:

- Greenhouse Gas Inventory Assurance.

2. Contractor's Obligations

In compliance with the purpose of this instrument, the CONTRACTOR's obligations are:

1) Plan, conduct, and execute the services in full compliance with the provisions of the Contract or Proposal, strictly adhering to current regulations and the general requirements formulated by the Contracting Party, previously agreed upon with the CONTRACTED PARTY.

2) Bear sole responsibility for all tax, labor, and social security obligations arising from employment contracts with its employees and agents, including those related to workplace accidents. The CONTRACTING PARTY cannot be held jointly and severally liable for such matters, given the nature of the service provision contract;.

3) Assume responsibility before the CONTRACTOR for the provision of the service that constitutes the object of the Contract or Proposal;

4) Keep the CONTRACTOR free from any complaints, claims and/or complaints from its employees, as a result of compliance with this Contract or Proposal;

5) Provide the CONTRACTOR with all requested data necessary for a thorough understanding and monitoring of the contracted service;

6) Deliveries and activities will be carried out in accordance with each service provision and will be formalized in advance by the parties through the Contract or Proposal.

3. Contractor's Obligations

The Contractor's obligations are:

a) Communicate and agree in advance with the CONTRACTOR on any modifications and/or creation of new procedures to be adopted;

b) Make all payments agreed upon;

c) Report to the CONTRACTOR, in writing, any and all irregularities or comments in the services provided and;

d) Publication of the inventory is subject to the inclusion of all necessary data to ensure its accuracy and compliance with current regulations.

4. Termination

Either party may unilaterally terminate the service at any time by providing at least 30 (thirty) days' written notice, without the other party having any right to claim or compensation, except for payment for services already provided..

Paragraph One: If the contracted service is pending completion, the CONTRACTED PARTY must complete it before termination, under penalty of liability for damages.

Paragraph Two: In the event of default or interruption of service between the CONTRACTING PARTY and its client, the CONTRACTING PARTY may unilaterally terminate this service immediately without loss or damage, except for payment for services already provided, up to the date of termination.

5. Labor Aspects

The CONTRACTED PARTY is solely responsible for the individuals it designates who may assist it in providing services, and is responsible for managing the activities of its employees and/or agents. It is also exclusively liable for any acts, omissions, and/or violations committed by them. The CONTRACTED PARTY also declares that there is no employment relationship between it and the CONTRACTED PARTY.

For the purposes of this clause, the CONTRACTING PARTY shall have the right to require the CONTRACTED PARTY to present any documents necessary to prove compliance with its labor, social security, and tax obligations.

The services will be provided with technical independence, without any hierarchical subordination, and the Parties are hereby stipulated to be entirely autonomous and independent of each other. This agreement does not create any employment relationship between the CONTRACTING PARTY and the CONTRACTED PARTY.

6. Confidentiality

Any and all technical, administrative, or commercial information, transmitted verbally or in writing, that the CONTRACTED PARTY may have access to during the provision of services, or that has been provided by the CONTRACTING PARTY to the CONTRACTED PARTY for this purpose, will be considered strictly confidential by the CONTRACTED PARTY, which undertakes not to disclose it to third parties and must be used solely and exclusively for the contracted services. Copying or any other form of reproduction of this information is prohibited, except for the fulfillment of obligations established under this instrument and in accordance with applicable legislation regarding copyright and intellectual property.

Upon termination or rescission of the service, the CONTRACTOR undertakes to immediately return to the CONTRACTING PARTY any and all documents provided to it for the performance of the services.

7. Penalties

Any violation of the provisions of the previous clause, whether by action or omission, will subject the CONTRACTED PARTY to civil and criminal liability and due compensation for all losses, damages, expenses, or other charges caused and incurred by such violation, including, but not limited to, legal fees and costs.