

DIPTERRA LLC CONSULTING AGREEMENT – Option A



1. This Consulting Agreement acknowledges that **[Business Entity]** agrees to pay upon receipt of invoices from **DipTerra LLC** fees due for consulting work provided (excluding travel fees and on site advice) at a rate of \$100 per hour (US dollars).
2. To terminate this Consulting Agreement, **[Business Entity]** agrees it shall communicate its termination notice to **DipTerra LLC** in writing by email via **DipTerra LLC**'s website contact address (www.dipterra.com) or through certified mail sent c/o **DipTerra LLC**, PO Box 181, Lake Oswego, OR 97034. Any payments owed **DipTerra LLC** for work done prior to the date the termination notice is transmitted shall remain due and owed unless specifically waived by **DipTerra LLC**.
3. All responses provided in the course of consulting will be based upon the best knowledge available and experience of **DipTerra LLC** and its scientific team.
4. **[Business Entity]**:
 - a. Acknowledges that **DipTerra LLC**'s role in any business relationship is solely that of an acting consultant to provide advice and recommendations regarding applications relating to Black Soldier fly biotechnologies;
 - b. Acknowledges that **DipTerra LLC** is providing scientific and technical consulting advice in good faith to the best of its knowledge; and
 - c. Agrees to indemnify and therefore not hold **DipTerra LLC** or its consultants liable for any unforeseen issues, real or perceived, that might arise through errors, omissions or oversights by **DipTerra LLC** and its consultants resulting in a subsequent loss of future income or damages.

EFFECTIVE DATE: _____

DipTerra LLC

Authorized Signature	
Name	Title
Terrence R. Green	President

[Business Entity]

Authorized Signature	
Name	Title