

DIPTERRA LLC INTL CONSULTING AGREEMENT – Option B



1. This Consulting Agreement acknowledges that **[Business Entity]** agrees to pay **DipTerra LLC** for consulting work provided (excluding travel fees and on site advice) a flat monthly fee of \$2,000 in exchange for up to 40 hours of consulting services per month. Additional consulting services provided by **DipTerra LLC** exceeding 40 hours per month if requested by **[Business Entity]** shall be billed at a rate of \$100 per hour.
2. Consulting services offered outside the United States require maintenance of a retainer *deposit* of not less than one month payment in advance recorded by **DipTerra LLC** and credited to **[Business Entity]** against which invoices for project work will be drawn. Any unused balance deposited with **DipTerra LLC** as a retainer remaining on termination of this Consulting Agreement shall be returned to **[Business Entity]**.
3. 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**.
4. 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.
5. **[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