

GENERAL TERMS

FOR THE SUPPLY OF GOODS AND
SERVICES OUTSIDE THE PLANT



INDEX

1. PERMISSIONS AND AUTHORIZATIONS
2. APPLICABLE LAW
3. INDEPENDENCE
4. COMPLIANCE WITH LABOR AND SOCIAL SECURITY OBLIGATIONS
5. SAFETY AT THE JOB
6. FORM OF CONTRACT PERFORMANCE
7. DIVERSITY AND INCLUSION
8. PRICE AND METHOD OF PAYMENT
9. RECALL OF A PRODUCT
10. INSURANCE
11. ENVIRONMENTAL CARE, REGULATORY COMPLIANCE AND PREVENTION OF ENVIRONMENTAL AND HEALTH DAMAGE
12. COMMUNITY LIAISONS
13. SUSTAINABLE DEVELOPMENT
14. WASTE AND PACKAGING HANDLING
15. NON-COMPLIANCE WITH ENVIRONMENTAL REGULATIONS
16. INTELLECTUAL AND INDUSTRIAL PROPERTY
17. PERSONAL DATA PROCESSING
18. ASSIGNMENT OF THE CONTRACT
19. FORCE MAJEURE OR ACT OF GOD
20. INDEMNITY
21. CONFIDENTIALITY
22. NON-EXCLUSIVITY
23. CORPORATE PROBITY AND ANTI-CORRUPTION
24. CONFLICT OF INTEREST
25. FAIRNESS IN COMPETITION
26. COMPLAINT LINE
27. POLITICALLY EXPOSED PERSON
28. BUSINESS ETHICS, INTEGRITY AND COMPLIANCE
29. EARLY TERMINATION
30. COMMUNICATIONS AND CONTACT
31. MISCELLANEOUS
32. DOMICILE, JURISDICTION AND APPLICABLE LAW

GENERAL TERMS FOR THE SUPPLY OF GOODS AND SERVICES OUTSIDE SOFTYS PLANT

These General Terms (the "Conditions") set out the terms and conditions that apply to all contracts entered into by Softys S.A., its subsidiaries and related companies, hereinafter and indistinctly "Softys" or the "Company", with Vendors for the supply of goods (the "Goods" or "Products") or the provision of services (the "Services"), outside Softys' operating plants ("Plant" and the "Contract", respectively).

The Company and the Vendor are collectively referred to as the "Parties" and individually as a "Party".

The term Contract in these General Terms also extends to Purchase Orders.

In addition, if the Vendor provides services that are ancillary to the main In-Plant Services Contract, as set out in each contract or Purchase Order, the Vendor declares that they have received, know and accept these Bases and the General Bases for In-Plant Services issued by the Company. These Bases shall be deemed applicable for the purposes of such services.

1 PERMISSIONS AND AUTHORIZATIONS

The Vendor declares: (i) that it has all the permits and authorisations established by law to supply the Products and/or provide the Services and that its plants comply with all health, environmental, labour, safety and accident prevention and other requirements provided for carrying out its production processes, in particular, in relation to production, marketing, handling, storage, unloading and transport, as applicable; (ii) that the conclusion of the Contract in no case implies a breach of any of the permits and/or authorisations it has to supply the Products and/or provide the Services; and (iii) that it has all the relevant authorisations and powers to enter into the Contract or accept the Purchase Order and that the supply does not infringe the rights of third parties.

2 APPLICABLE LAW

Without prejudice to the stipulations contained in the contract to be entered into by the Parties (the 'Contract'), the Vendor is obliged to comply with the following regulations as applicable to the activity to be carried out in compliance with the same Contract and the Conditions:

- a) All official State regulations, whether legal, regulatory or administrative, of a general or particular nature, that regulate the subject matter or activity that is the object of the Contract, in force at the time of its conclusion and those that are issued subsequently, during the term of the Contract, insofar as they are legally applicable.
- b) All environmental legislation, whether it regulates it directly or indirectly.
- c) Labour and social security regulations.
- d) Any special certification regulations held by the Company and reported to the Vendor from time to time.

Compliance with the applicable regulations, even if not expressly mentioned in these Conditions of Contract, in the supplementary documentation or in the Contract, shall be considered an essential element of the Contract and, therefore, failure to comply with them shall constitute a material breach of the relevant Contract.

3

INDEPENDENCE

The Vendor declares that it is an independent natural or legal person, distinct from the Company, acting on its own account and at its own risk. There is no relationship of common ownership or administration, whether direct or indirect.

The Vendor is an autonomous and independent natural or legal person with its own organisation, administration, and human and material resources, and therefore assumes the entire risk associated with its activities.

Nothing in these Conditions shall be construed as constituting a corporate relationship or any other type of relationship, other than a business relationship, between the Vendor and the Company.

Execution of the Contract shall not create any type of association, joint venture, partnership or similar corporate relationship between the Parties. Under no circumstances shall it be understood that a corporate and/or employment relationship exists between the parties, or between one party and the employees, officers or shareholders of the other. Nor shall it be understood that one of the parties has the power to represent the other. The parties shall at no time mislead any person as to their status as independent legal entities not subject to any employment or partnership relationship.

The Vendor has all the necessary economic, material and personnel resources to fulfil the Contract correctly and on time.

4

COMPLIANCE WITH LABOR AND SOCIAL SECURITY OBLIGATIONS

Softys shall have no relationship, whether of an employment nature or otherwise, with respect to the Vendor's employees or subcontractors. For the record, it is expressly stated that workers and other personnel employed by the Vendor for the supply of goods and execution of services shall act at the Vendor's risk and expense, and under its strict subordination and labour dependence. The Vendor shall provide the necessary instructions to this effect, and Softys shall not be liable for any of this. The Vendor shall be solely responsible for fulfilling the labour and social security obligations.

Notwithstanding the foregoing, Softys may at any time require the Vendor to prove such compliance beyond doubt.

5

SAFETY AT THE JOB

The Vendor shall strictly comply with the health and safety regulations when entering the Plants and shall also comply with the internal policies and certifications to which the Plants are subject. The Vendor shall be duly informed of these by Softys.

Any personnel from the Vendor and/or its subcontractors entering the Plants shall be required to use the relevant safety equipment in accordance with the applicable regulations, or as required and communicated by Softys. The safety equipment shall be provided by the Vendor.

The Vendor shall be solely and exclusively liable for any damages resulting from work-related accidents involving its employees and/or subcontractors.

Furthermore, all personnel involved in supplying to Softys, including those employed by the Vendor and its subcontractors, shall be adequately insured against the risk of accidents at work and occupational diseases.

6 FORM OF CONTRACT PERFORMANCE

The Vendor shall execute the Contract diligently, promptly and efficiently, and shall have all the necessary personnel, equipment and technical procedures for this purpose. The Vendor shall act at its own risk.

The Vendor undertakes to execute the Contract using the necessary qualified personnel, in accordance with the Company's technical specifications and the Contract's provisions.

To ensure the Contract is executed correctly, the Vendor shall use equipment, software, machinery, tools and any other equipment owned by the Vendor or legitimately at their absolute disposal.

The Company may object to, and demand the replacement of, any machinery, equipment or tools deemed unsuitable for the purposes of the Contract. Through the Contract Administrator, it may also order the Vendor to immediately stop any machine or equipment upon evidence of unsuitable operation, and require the replacement of the operator at the earliest opportunity.

7 DIVERSITY AND INCLUSION

Softys respects the autonomy of all service providers and expresses its intention to be recognised as a company that cares for people and their needs, respects their differences and promotes diversity and inclusion. To this end, Softys works to eliminate discrimination by providing diverse, safe and flexible spaces where each employee can express themselves freely and develop their potential and talents to the fullest.

This allows us to promote innovation, which is key to fulfilling our corporate promise of 'innovating for your care'. Softys promotes the representation of women and people with disabilities as actions to be implemented by its service providers..

8

PRICE AND METHOD OF PAYMENT

8.1. Price.

The Parties expressly agree that the price of the contract shall not increase unless this is agreed in writing by both parties.

Prices for works or services shall only be subject to adjustment if this is stated in the contract. If any type of adjustment to the prices of the work or service is considered, the following shall be expressly indicated: the period of adjustment (monthly, quarterly, bi-annually or annually); the relevant indicator(s) (CPI, UF, dollar, oil or other); the source of the indicator(s); and, if applicable, the algorithm that combines two or more indicators.

The method of readjustment shall consider indicators and periodicity that best reflect variation in the prices of the most significant resources in the work or service's cost structure. The adjustment shall be applied in both positive and negative directions (i.e. price increases and reductions).

Payment for the Contract shall be made solely and exclusively in the name of the Vendor by means of a transfer to a current bank account held exclusively by the Vendor, unless the invoice is assigned.

8.2. Method of payment.

Invoices shall be paid in accordance with the agreed services and on the days indicated in the Softys contract and payment schedule.

The invoice shall be issued by the Vendor and correspond exactly to the charges for the respective period. The invoice must meet all applicable legal requirements at the time of issue and may be issued in physical or electronic form, unless the law specifies a particular method.

If the invoice does not contain the required information or documents as specified in the Contract and/or any of its Annexes, the corresponding payment will not be made.

If the Vendor is affected by an act of God or force majeure as defined in section 14 below, resulting in the suspension of their obligations, the company may also suspend payment obligations for the duration of the act of God or force majeure.

9

RECALL OF A PRODUCT

No Product or component shall pose any danger to human health, the safety of its users or the environment. In the event that any authority orders the Customer to recall Products due to a good or component supplied by the Vendor in accordance with the Agreement, the Vendor shall pay or compensate Softys for all direct damages resulting from such recall, including but not limited to: the costs associated with the recovery of the Products, the

value of the Products or their replacement cost to customers (as applicable), any storage and transportation, destruction or disposal, fines or penalties payable to the authority and damages payable to third parties, plus reasonable attorneys' fees. The foregoing is without prejudice to Softys' right to demand full compensation for damages in the event of gross negligence or wilful misconduct on the part of the Vendor.

10 INSURANCE

The minimum insurance requirements with which the Vendor must comply are detailed in Annex "Works, Services, Supplies and Sales Insurance Clauses", which forms an integral part of these Conditions. This does not affect the Vendor's obligation to take out and maintain any insurance required by applicable legislation.

In this Annex, the term 'Principal' refers to the Company, and the term 'Contractor' refers to the Vendor.

The Company reserves the right to accept or reject, at its sole discretion, the policies and insurers proposed by the Vendor, provided that the conditions of cover meet the Company's needs and requirements. Likewise, if the Vendor does not propose an insurance policy in a timely manner, or if the policy submitted is not satisfactory to the company, the company may take out the respective insurance. The cost of this insurance shall be borne in full by the Vendor, and the corresponding discounts may be made from the payments to be made to the Vendor for the services rendered under the contract.

11 CARE FOR THE ENVIROMENT, REGULATORY COMPLIANCE AND PREVENTION OF ENVIRONMENTAL AND HEALTH DAMAGE

During the entire term of the Contract, the Vendor undertakes to care for and protect the environment and public health at the place of performance of the services and provision of products, in full compliance with all applicable legal and regulatory provisions governing its activity within the framework of its contractual and commercial relationship with Softys. This includes environmental, sanitary, urban and indigenous regulations, as well as local regulations, environmental qualification resolutions, sectorial permits, voluntary environmental commitments and territorial planning instruments.

The Vendor shall take all possible precautions to avoid any risk of pollution and shall immediately notify Softys of any incident, imminent risk or anomalous situation that could cause environmental or sanitary damage or a pollution event, whether or not it is directly related to the services performed by the Vendor.

Within 24 hours of any such event occurring, the Vendor shall send a written report to the Contract Administrator, including detailed information on the event and the measures taken to control and mitigate the situation.

The Contracting Party is fully obliged to comply with all applicable regulations, instruments, resolutions and permits relating to the contracted services, the Company, the Vendor, the place where the works are carried out and the operations of the industrial plant where such works are carried out. This includes environmental qualification resolutions, sectoral permits, urban planning instruments, voluntary environmental commitments and indigenous regulations, among others of a similar nature.

In particular, the Vendor shall take the utmost care to prevent the generation of fire risks and make every effort to this end, immediately notifying the Company of any incident or fire risk that may arise. Within 24 hours, the Vendor shall send a written report of the incident to the Company's Contract Administrator, including detailed information on the fire and the measures taken to control and mitigate the situation.

The risk of environmental damage and/or fire constitutes a serious breach of these Bases and the Contract, regardless of the extent of the risk. As such, the Company shall be entitled to terminate the Contract in advance and/or collect the corresponding fines and guarantees, without prejudice to any other rights to which it may be entitled in accordance with the Contract and the law.

Similarly, the Vendor shall indemnify, defend and hold harmless Softys, its subsidiaries, directors, executives, employees and representatives from and against any loss, damage, prejudice, claim, action, demand, sanction, fine, cost or expense, including legal fees and expenses, arising directly or indirectly from non-compliance with the environmental and sanitary regulations or obligations set out herein.

12 COMMUNITY LIAISONS

The company seeks to promote the development of the communities surrounding its plants, making a serious and proactive effort to engage with the local community and establish positive working relationships.

To this end, it encourages Vendors to use as many local resources as possible, giving preference to personnel, materials, goods and services from these areas, provided they meet the necessary technical, commercial and performance criteria.

Vendors must always maintain an attitude of respect towards the local community.

Furthermore, if the Vendor becomes aware of any complaints, concerns or worries from the local community, they must inform the company promptly in accordance with the communication system included in the contract.

13 SUSTAINABLE DEVELOPMENT

The company strives for excellence in all areas of its business, promoting ethical, fair and honest practices in its dealings with people and the environment.

The company promotes a working environment that respects people's fundamental rights, enabling them to develop their talents, knowledge and skills free from discrimination and in accordance with current legislation.

For the reasons given above, the Vendor undertakes to promote and respect the following in the execution of the Contract:

- a) Ensure compliance with all applicable regulations in force in the country or countries in which the contract is being carried out.
- b) They must comply with the provisions set out in these Rules and make every effort to observe the values and principles on which they are based.
- c) Ensure that the required standards for the safety and quality of its products are met.
- d) To ensure that we comply fully with our Code of Ethics by not offering or paying bribes of any kind, whether to other employees, third parties, public officials or private individuals, or offering any other kind of consideration to secure an advantage.
- e) Promote and provide a workplace that is free from discrimination based on race, colour, sex, age, marital status, trade union membership, religion, political opinion, nationality, socio-economic status, language, beliefs, sexual orientation, gender identity, affiliation, personal appearance, disease, disability or social origin. Promote equal opportunities and fair treatment in employment.
- f) Promote and provide a workplace that is free from all forms of harassment and abuse.
- g) Respect human rights and prohibit all forms of forced or compulsory labour.
- h) Employ persons who are legally qualified to work, and make every effort to encourage the recruitment of a diverse workforce. Minors must not be employed under any circumstances.
- i) Treat workers with dignity and ensure compliance with labour and social security regulations. Make every effort to offer decent and fair wages and working hours.
- j) Respect workers' right to freedom of association and organisation.
- k) Providing safe and decent working conditions for all employees.
- l) Execute the contract in a manner that considers the environment and complies with all applicable environmental laws and regulations.
- m) All transactions in the accounts must be recorded truthfully and in compliance with all applicable tax and accounting regulations.
- n) Ensure that the required standards of safety and quality are met.

14 WASTE AND PACKAGING ENVIROMENT

The Vendor shall apply a procedure for waste and packaging management in accordance with its environmental management system. In the case of waste, the Vendor shall categorise the type of waste generated by use of the Product in accordance with the relevant waste management laws and regulations.

The Vendor shall be responsible for removing the packaging and waste from its Products at the Delivery Point, handling it, transporting it and disposing of it, at its sole and exclusive

expense. It is understood that these activities form part of the contracted supply. These activities shall be carried out in accordance with health and environmental workplace regulations and waste handling regulations, as well as all other general or specific laws applicable to each Product or waste. It shall subsequently be the Vendor's obligation to obtain all health or environmental permits or authorisations that allow for the proper and safe handling and final disposal of such products or waste, in accordance with applicable legislation. Such permits or authorisations include, without limitation, authorisation for final disposal and sanitary authorisation for transporting waste.

In the case of hazardous waste, the Vendor shall have a safety sheet for transporting hazardous waste and a contingency plan for dealing with any accidents that may occur during transport. This plan must take into account the provisions of national legislation established for this purpose. To ensure the effectiveness of the plan, the Vendor shall keep it up to date and operational, and shall test its operations where feasible. Furthermore, the Vendor shall provide the customer with a final waste disposal certificate issued by the authorised treatment company.

If, upon unloading, the packages are damaged to the extent that material is lost, the Client shall reject them and the Vendor shall replace them within 24 working hours for domestic deliveries and within five working hours for imports, unless otherwise agreed.

15 NON-COMPLIANCE WITH ENVIROMENTAL REGULATIONS

The Vendor undertakes to care for and protect the environment, and to comply fully with all applicable environmental, health, and other legal or regulatory provisions governing the provision of products or services in the course of its contractual and commercial relationship with Softys. To this end, the Vendor shall take all necessary measures to prevent, mitigate and correct environmental impacts, and to ensure compliance with all relevant environmental and health and safety permits, authorisations and approvals, including, but not limited to, those relating to the handling, storage, transportation and disposal of products or waste.

Failure to comply with the obligations set out in this clause shall be considered a serious breach of the contract between the parties and shall be deemed to substantially affect the integrity of the contractual object.

Furthermore, the Vendor shall indemnify and defend Softys, its affiliates, directors, officers, employees and representatives against any loss, damage, injury, claim, action or demand arising directly or indirectly from non-compliance with applicable health and environmental standards, including legal fees and expenses.

16 INTELLECTUAL AND INDUSTRIAL PROPERTY

The Vendor makes the following representations and warranties:

- a) The products and services provided under the Contract will not infringe any industrial or intellectual property rights of third parties. Therefore, the Vendor must maintain all its industrial or intellectual property rights relating to the services provided throughout the Contract term. Furthermore, the Vendor declares that they have all the necessary licences, authorisations and rights with respect to the technologies, designs, embedded software, firmware, processes and materials used in the manufacture, assembly, distribution or delivery of the products.
- b) If, at any time after the Contract is executed, the Company is subject to demands, requirements or claims of any kind based on the assertion that the products or services covered by the Contract infringe intellectual or industrial property rights, including trademarks, distinctive signs, patents, models, industrial designs or drawings, industrial secrets, works, computer programs or databases, the Vendor shall be obliged to make the necessary or appropriate modifications at its own cost to ensure that the services cease to infringe such rights. The necessary or appropriate modifications to ensure that the services cease to infringe such intellectual or industrial property rights. The Vendor shall also have the obligation to make such modifications as may be necessary or desirable to ensure that the services cease to infringe such intellectual or industrial property rights, without affecting the operation and performance of the plants or the fulfilment of its obligations under the Contract. This obligation includes, if applicable, substituting or adapting the products or obtaining licences or permits for their use, without causing functional or economic disruption to the Company.
- c) In the event referred to in (b) above, it will protect the Company and its related companies (including by providing all necessary background information to defend their interests) and hold them harmless from all damages caused by said infringement, including reasonable legal fees. This obligation will also extend to indirect damages, lost profits, recall costs and associated regulatory or contractual penalties..

All procedures, methods, inventions, patents, models, designs, drawings, trade secrets, domain names, works, computer programs, firmware, interfaces, technical configurations, improvements, adaptations and outputs generated by technological tools or databases, as well as trademarks and any other rights protected or protectable by intellectual or industrial property rights, which are created or generated in connection with the execution of the Contract, shall be considered the property of the Company for all purposes, unless otherwise stated in the Contract. This includes any developments derived from specific requests by the Company or carried out in collaboration with it, even if they are executed by the Vendor or its dependants.

Consequently, the Vendor must take all necessary steps to ensure that the Company's respective intellectual and industrial property rights or privileges are recognised and registered in the relevant public registries (if applicable), and sign all necessary documents to confirm Softys' intellectual or industrial property rights. Similarly, the Vendor is obliged to sign equivalent clauses with third-party subcontractors and workers to ensure compliance with these intellectual and industrial property obligations. The Vendor represents and guarantees that it will not reserve any moral or property rights with respect

to such creations or developments and hereby irrevocably assigns all corresponding rights to the Company.

Under no circumstances will Softys grant the Provider any rights to its trademarks, patents, copyrights, trade secrets or other intellectual or industrial property rights, except where strictly necessary to fulfil the purpose of the services and in accordance with the terms of the Agreement. In such cases, any rights granted will be limited, non-exclusive, non-transferable and revocable, and their use will be strictly limited to the purposes set out in the Agreement.

Furthermore, the Provider may not, without the Company's prior written consent:

- a) Use the Company's name, company name, or registered trademarks in any product, advertising, or publicity in any format, except as necessary to execute the Agreement (which must be expressly set out in the Agreement).
- b) Make advertising releases or announcements regarding the Contract, the services performed or any related activity;
- c) Take photographs, videos or recordings of the Company's property; and
- d) Publicly disclose or refer to the contractual relationship with the Company, nor use logos, images or names associated with it, except with prior and express authorization.

The Vendor will require its employees and subcontractors to comply with these obligations, assuming full responsibility in the event of non-compliance.

17 PERSONAL DATA PROCESSING

In the course of negotiating and executing the Agreement and its annexes, Softys may process the "Personal Data" of the Vendor and/or its legal representatives, employees or other persons acting on behalf of or for the account of the Vendor (hereinafter referred to as "Vendor's Personnel"). The purpose of processing Personal Data in this way is to fulfil the terms of the business relationship and contractual services, process payments, send communications, manage financial activity, and fulfil other legal obligations relating to the Contract. Softys may provide personal data, as well as any information, negotiations, contracts, etc. containing such personal data, to its subsidiaries and related companies, in strict compliance with the personal data protection regulations.

The Vendor consents to the processing of personal data and guarantees that, prior to transferring the personal data of its personnel, it has informed them of the processing and obtained their consent, in accordance with applicable law, or has ensured the existence of another legal basis permitting the transfer of its personnel's personal data to the Company and its subsequent processing. The Vendor and the Vendor's personnel may exercise the rights granted to them by applicable data protection legislation by sending a communication to misdatos@softys.com. If, in the course of providing the services set out in the Contract, the Vendor has access to the personal data of Softys' representatives, employees, contractors, carriers or other service providers, or to other personal data for which Softys is responsible under the personal data protection regulations, the Vendor will process said personal data solely for the purpose of providing the contracted services, in order to comply

with its legal obligations or for the purposes set out in the Contract or its annexes. The Vendor will act as 'processor' with respect to said personal data and commit to complying with the instructions received from Softys at all times.

When providing the services, the Vendor undertakes to treat all Personal Data of which it always becomes aware as confidential, and to impose a duty of confidentiality on all its employees or other persons involved in fulfilling its obligations. When providing the services, the Vendor will comply with applicable personal data protection regulations and the principles of data protection by design and by default, if applicable. The Vendor will also implement appropriate technical, physical and organisational measures, in line with the state of the art, to guarantee the security of the personal data. In particular, the Vendor will adopt measures to prevent unauthorised access to, or the loss, destruction, alteration or unauthorised disclosure of, Personal Data.

The Vendor shall be liable for, and indemnify Softys against, all costs incurred as a result of non-compliance with the obligations set out in this article. This indemnity will also cover defence costs, fines and the implementation of corrective measures ordered by a supervisory authority. This responsibility will continue even after termination of the contract, provided that the personal data continues to be processed or there is a legal or contractual obligation requiring it.

If the Vendor processes Personal Data on its own behalf when providing the services set out in the Contract in its name (Assignment), the following provisions shall also apply:

- a) The Vendor will process the Personal Data solely for the purpose of providing the contracted services and following Softys' documented instructions, refraining from processing the Personal Data for purposes other than those instructed, unless required to do so by applicable law; in this case, the Vendor will notify Softys immediately, unless such notification is prohibited. All of the above is considered by the Parties to be an essential element of their contractual relationship.
- b) The length of the Assignment will depend on the length of the contract.
- c) In the event of a Personal Data security breach (i.e. the accidental or unauthorised acquisition, exposure, disclosure, use, modification, destruction or loss of personal data that has been transmitted, stored or otherwise processed), the Vendor shall record the nature of the breach, its consequences, the personal data affected, the categories and approximate number of data subjects affected and the containment measures. The Vendor shall also notify the company immediately. The Vendor shall promptly assist Softys in complying with any applicable notification obligations and notify the relevant authority, if necessary.

The Vendor will support Softys at all times in fulfilling its obligations under applicable Personal Data protection regulations. In particular, the Vendor will immediately inform Softys of any requests from data subjects to exercise their rights under the relevant regulations. The Vendor must assist in responding to such requests, doing so only directly, upon consultation, and at the express instruction of Softys.

If the Vendor stores Softys' Personal Data for the purpose of fulfilling the order, it will do so separately from the Vendor's own data or that of other clients. At the Company's request, or upon termination of the contractual relationship between the parties, the Vendor will destroy or return the data at Softys' discretion. If this conflicts with any legal retention obligations to which the Vendor is subject, the Vendor will delete or return the personal data immediately upon the expiration of the relevant retention obligation.

The Vendor shall refrain from transferring Personal Data unless expressly required to do so by Softys, unless the transfer is the result of subcontracting, or unless required by the competent authority. In the event of subcontracting and with Softys' authorisation, the Vendor shall enter a contract with each approved subcontractor containing substantially the same obligations as this clause.

Softys may, at its discretion, verify compliance with the obligations indicated in this clause by requesting documents or conducting audits, either itself or through an auditor it appoints. The Company shall bear the costs incurred, unless the audit reveals that the Provider has breached a material contractual obligation.

18 **ASSIGNMENT OF THE CONTRACT**

Neither the Contract nor the rights and obligations contained within it may be assigned or transferred to third parties, nor may any guarantees, liens or other encumbrances be placed on the Contract that could affect it, without the Company's prior written authorisation.

Violation of this provision will be sufficient grounds for the Company to terminate the Contract immediately and without trial, and the Vendor will not be entitled to any compensation.

However, the Company may assign the Contract to any subsidiary or related company, in which case it will remain liable for the obligations established in the Contract until it notifies the Vendor of such an assignment or transfer.

19 **FORCE MAJEURE OR ACT OF GOD**

Force majeure or a fortuitous event shall be understood as an unforeseen event or circumstance beyond the control of the party invoking it that cannot be avoided. Furthermore, it is understood that the event must prevent the fulfilment of the obligation entirely, rather than making it more difficult or onerous.

The Party affected by a force majeure or fortuitous event must adopt all reasonable measures to mitigate its effects.

The occurrence of such an event will have the effect of suspending the enforceability of the affected party's obligations, the performance of which is rendered totally impossible by such a cause. The party affected by a force majeure event must inform the other party of

the circumstances by any means as soon as possible, and within three days of conditions permitting, providing written information on the impact of the situation on the performance of the assignment and its estimated duration.

If the enforceability of one or more of a party's obligations under the contract is suspended due to a fortuitous or force majeure event, and this impediment is not removed within 10 days, the other party has the right to terminate the contract early without trial, and without the right to demand compensation or indemnification of any kind. Termination of the Contract may be effected by sending a communication to the other Party in the terms established in section 23 below, expressing the intention to exercise this right. For clarity, it is expressly stated that a legal or informal strike, with or without occupation of the Vendor's facilities, or resolutions issued by any competent authority arising from the Vendor's or its contractors', subcontractors' or their respective personnel's acts or omissions that contravene current legislation and prevent or hinder the full and timely fulfilment of their obligations to any extent, will not constitute a fortuitous event or force majeure event.

The burden of proof for a fortuitous event or force majeure rests with the party invoking it.

20 INDEMNITY

The Vendor shall be liable to the Company for any damages, penalties or fines arising from the supply of the Products or the provision of the Services, or from the quality of the Products, their transportation, unloading or handling. The Vendor shall also hold the Company harmless from any such damages, penalties or fines. Violations of intellectual or industrial property rights, or any other reason attributable to the Vendor, such as violations of these Conditions, especially failure to comply with labour and social security obligations, liability arising from environmental damage or data processing, and any other breach of the Contract, shall also be the responsibility of the Vendor.

The Vendor shall also be liable for any damages or losses caused by its employees or subcontractors to Softys' tangible and intangible assets, or those of third parties. The Vendor shall be exclusively responsible for any damage or accident occurring to its employees or third parties in connection with the provision of services, whether as a result of fraudulent, culpable or accidental acts carried out directly or indirectly by third parties, the Vendor, its employees, subcontractors and/or dependants of the latter. The Company shall not be liable for these acts in any way.

The Vendor shall indemnify the Company against any sums it may owe in relation to the aforementioned damages. Likewise, the Vendor undertakes to assume all representation expenses and/or defence costs, including attorneys' and advisors' fees, incurred by the Company as a result of any claim, demand, judgement, lawsuit, administrative and/or judicial proceeding or complaint filed against the Vendor and/or the Company arising from the supply of the Products or provision of the Services. The Vendor shall assume these expenses and/or costs even after the commercial relationship with the Company has ended.

The Vendor must send the Company a copy of any fine, lawsuit or claim relating to the products or services subject to the Contract as soon as it receives it. The Vendor is the sole and exclusive party responsible for them.

Si If the Company is obliged to pay any sum as a direct or joint debtor of the Vendor, or as a subsidiary debtor, for any reason relating to the actions or omissions of the Vendor and/or its dependants, the Vendor must return it immediately. The Company is authorised to recover the sum it has paid immediately, making effective the fines and guarantees contemplated in the Contract, and/or retaining and deducting them administratively and without trial from any amount payable to the Vendor, it owes to the Vendor. The Company is authorised to pay it directly to the creditor on behalf of the Vendor, and this authorisation is expressly granted. This does not affect the Company's right to take reimbursement actions or actions granted by general rules, if the Vendor does not pay or return the full amount and the Vendor's guarantees or funds in the Company's possession are insufficient.

The Vendor's liability shall extend even to cases where, although the respective risk is insured, the insurer refuses to pay the resulting damages.

21 **CONFIDENTIALITY**

For the purposes of these Conditions, 'Confidential Information' shall mean any financial, technical, commercial, legal or other data or information relating to the Parties and/or the Contract, provided by one Party to another, or by either Party to any other person, in any format, including verbal, written, electronic or electromagnetic. This includes, without limitation, data, spreadsheets, calculations, market analyses, records, plans, processes, developments, software programs, documents, payrolls and any other form in which it is materially expressed, as well as the Conditions of the Contract.

All Confidential Information provided by the Parties is recognised as the property of the Party providing it. Disclosure of such information does not confer any rights on the other Party, nor does it allow them to consider the information as their own.

Confidential information may only be used for the purposes of evaluating the execution of the contract, negotiating it and executing it.

The parties agree to maintain the strictest confidentiality regarding the confidential information provided to them in connection with the contract, as well as all related matters, and this information must not be disclosed to third parties. The Parties are therefore obligated to use this information solely and exclusively for the purposes of fulfilling their obligations and executing the Contract. They must also refrain from using it for any other purpose and diligently safeguard and protect it to prevent disclosure. The parties will only grant access to the other party's confidential information to dependent or subcontracted personnel who are essential for fulfilling the obligations of the contract, and for that sole purpose. Such personnel are obliged to maintain the confidentiality of the confidential information to which they have access, under the same terms established in these Conditions.

Consequently, the same obligation extends to the parties' personnel, their associated companies and subcontractors, as well as the personnel of these subcontractors. They are responsible for adopting the appropriate safeguards to fulfil these obligations properly, and they must agree in writing to respect this confidentiality obligation. Any confidential information disclosed through a third party shall be subject to the same confidentiality obligations as if the confidential information had been disclosed directly by the parties.

This confidentiality obligation excludes information that: (a) is requested by a regulatory body or ordinary courts. In this case, the Party from which the information is requested must immediately notify the other Party of the request so that the latter can file any appropriate appeals or submissions to oppose such disclosure; In such cases, the provider shall deliver only the information legally required by the relevant authority, making reasonable efforts to obtain confidential treatment for such information from the authority and taking all measures it would employ for its own confidential information to prevent or mitigate the effects of its disclosure, (b) Information that is freely accessible to the public, (c) Information that the parties already possessed from each other prior to its delivery or obtained from a different source without breaching any confidentiality obligation.

Upon termination of the Agreement, the Parties shall immediately return to each other any documents received in connection with the performance of the Agreement, upon request.

The confidentiality obligations under this section shall survive termination of the Agreement for a period of five years.

22 NON-EXCLUSIVITY

Unless otherwise stipulated in the Contract, neither Party shall have any obligation of exclusivity. They may enter into contracts with other Parties and supply the products and services subject to the Contract, or any other Party, at their sole discretion.

23 CORPORATE PROBITY AND ANTI-CORRUPTION

Softys has an Integrity and Compliance Programme, the guidelines and principles of which are set out in its Code of Ethics and Corporate Integrity Policy, which are available at www.softys.com. These documents set out the company's commitment to combatting all forms of corruption and bribery and establish the minimum standards of conduct that it expects and demands from its employees, counterparties and third parties.

The Vendor is strictly prohibited from offering, promising, consenting to, facilitating, giving or making, directly or indirectly, any improper payment or benefit, whether financial or of any other nature, to any public official, director, executive or employee of a private entity, or agent of Softys, for the purpose of obtaining or maintaining business or an undue advantage, or to avoid an adverse result, in their own interest or that of a third party.

The Vendor declares that the resources comprising its own assets, those of its partners and representatives, and the resources used in executing this contract are not the proceeds of any illegal activity, money laundering, or terrorism financing.

The Parties declare that the commitments set out in this clause are essential for the execution of this contract, and failure to comply with them will entitle Softys to terminate the contract with immediate effect by giving written notice to the Vendor.

24 CONFLICT OF INTEREST

A conflict of interest is generally understood to mean any business, family or emotional relationship between the directors, partners or shareholders, and/or management or executive personnel of either party and/or its related companies, and the directors, partners or shareholders, and/or management or executive personnel of the other party and/or its related companies, which may influence the hiring decision, its conditions or termination.

In addition to the above situations, conflicts of interest include cases where a particular interest of the aforementioned individuals may compromise their objectivity and impartiality in the context of hiring or the business relationship. This may be the case even if the interest is not directly related to the other party.

Prior to or upon signing the contract with Softys, the Vendor undertakes to inform Softys of any conflicts of interest, especially any relationships that the company itself, its owners, controllers, senior executives and employees, or its parent company, subsidiaries, and affiliates, have with Softys' directors, managers, senior executives or employees who have participated in negotiating, awarding, executing or otherwise managing the contract.

If either party identifies a potential conflict of interest with any of the aforementioned individuals from the other party, they must inform the other party immediately and in writing within 24 hours of becoming aware of the conflict.

These obligations do not affect the Vendor's obligation to submit a declaration of absence of conflicts of interest upon signing the Contract, and to update said declaration in accordance with the Company's Crime Prevention Model standards.

25 FAIRNESS IN COMPETITION

Softys has a Competition Compliance Programme, primarily set out in the Competition Integrity Policy ('the Policy'), which is available at www.softys.com. The Policy includes internal control and oversight mechanisms designed to prevent anti-competitive conduct and guide the reporting of potential violations. The Vendor declares that they are aware of, accept and respect this policy.

The Vendor shall refrain from communicating sensitive commercial information related to Softys to third parties and shall also refrain from communicating commercial or strategic information about third parties (including Softys' competitors) to Softys. This information may include details of what to offer, where, prices, quantities and marketing conditions, as well as information on the selection of Vendors, distributors and customers, tenders to be entered and terms offered. Softys independently and objectively selects its Vendors, distributors, and

customers, and makes its commercial and strategic decisions autonomously. Vendors will respect this guideline.

Both parties declare that they do not consent to the transmission of any information that could be classified as commercially sensitive regarding their respective competitors.

These representations and commitments are essential to the execution of the Contract, and the Vendor's failure to comply with them will entitle Softys to terminate the Contract immediately by written notice.

26 COMPLAINT LINE

The Vendor declares that they are aware that Softys has set up an anonymous and confidential reporting line, which is available on the website lineadenuncia.cmpc.cl. This line is intended for use by counterparties, collaborators, and third parties in general, and is designed to enable them to report any activities or conduct that constitute, or may constitute, a violation of current legislation, the principles or values of Softys and its parent company CMPC, or any of the following: the Code of Ethics; the Crime Prevention Model; the Corporate Integrity – Integrity Policy; or the Free Competition Programme. The reporting line can also be accessed via the QR code below:



If the Vendor becomes aware of any events that could currently or potentially impact Softys in any way, whether in terms of criminal or civil liability, image or reputation, it must immediately inform Softys of this fact. The Vendor must also take all necessary measures to avoid, cease or mitigate these effects.

The Vendor undertakes to provide Softys with all information requested within the framework of any internal investigations carried out by Softys, whether these are purely preventive or investigating acts that constitute a crime, and whether the investigations are systematic or random.

27 POLITICALLY EXPOSED PERSON

The Vendor declares that, if he or she, his or her spouse or relatives up to the second degree of consanguinity or affinity (or, in the case of Vendor Companies, their directors, senior

executives and/or controllers) become 'Politically Exposed Persons' (PEPs), as defined by the *Financial Action Task Force* (FATF), he or she will immediately inform the company's contract administrator. In the same communication, he or she will confirm his or her commitment not to request access to more favourable contractual conditions simply because he or she has PEP status.

28 BUSINESS ETHICS, INTEGRITY AND COMPLIANCE

The Vendor guarantees that it will comply strictly with all applicable laws, regulations and standards relating to its activity and the execution of this contract. It will conduct its business in accordance with the highest ethical and integrity standards. In this regard, the Vendor declares the following on its own behalf and on behalf of its employees, senior executives, representatives, partners, directors, shareholders and/or subcontractors (hereinafter referred to as the 'Representatives'):

- a) Understand and accept the Softys Code of Ethics, available at www.softys.com, and agree to report to the Company in good faith any conduct that they consider may be contrary to it, and may use the anonymous and confidential reporting line available at lineadenuncia.cmpc.cl. They also agree to cooperate effectively in any investigation the Company may conduct in relation to such matters, providing all information requested.
- b) Strictly and in good faith comply with all laws and regulations applicable to the work, service, provision, product or equipment that they are obliged to provide and/or supply; and undertake not to perform any act or activity that may constitute a violation thereof.
- c) Has established and maintains the necessary control, oversight and supervision mechanisms to prevent any illegal activity that could compromise its criminal liability and/or that of Softys, by its employees and collaborators.
- d) Undertakes to take all necessary measures to ensure that the company, its employees or dependents, contractors and subcontractors, will not engage in any conduct prohibited by law and in particular those that may generate any type of liability for the Company.
- e) Consequently, the Vendor assumes responsibility from now on for any conduct, action or omission, directly or indirectly related to the perpetration, facilitation and/or exploitation of crimes, whether committed directly by the Vendor or by any of its Representatives, and will immediately assume responsibility for the payment of any compensation for financial damages caused to the Company or its reputation, integrity and image; and will hold the Company harmless if it is affected in any way by such conduct, actions or omissions.
- f) As a result of the foregoing, the Company reserves the right to take any legal action against the Vendor or any of its Representatives. It also reserves the right to immediately terminate the Contract, without trial and without compensation of any kind, and without prejudice to any other remedies it may pursue for compensation.

Notwithstanding these general rules, the "**Annex of Special Clauses on Compliance and Business Ethics**" is an integral part of these Conditions, which includes the specific rules for each country.

29 EARLY TERMINATION

The Contract may be terminated early, in whole or in part, by mutual agreement of the Parties, in which case it will be terminated in accordance with their formal agreement. This is subject to the provisions of current regulations in all cases.

Regardless of the Contract's duration, both parties may terminate it in whole or in part due to a serious breach of any obligations imposed by these Conditions, the contract or its annexes.

In any case, the Party responsible must compensate for any damages caused by their breach in accordance with the law.

In particular, the Company may terminate the Contract, in whole or in part, immediately and without trial, if any of the following circumstances occur:

- a) The Vendor's failure to comply with any of the obligations imposed by the Contract, its Annexes and/or these Conditions. This includes, but is not limited to, failure to comply with labour, social security and tax regulations; breaches of workplace safety regulations; impact or risk of impact on the environment, human health or local communities; the creation of fires or the risk thereof; and infringement of intellectual and industrial property rights. Such breaches shall be considered very serious.
- b) If the Vendor fails to deliver the guarantees included in the Contract to the Company in a timely manner, or fails to renew them when necessary.
- c) In the case of natural persons, if the Vendor dies or becomes incapacitated.
- d) Dissolution, termination of business or liquidation by the Vendor.
- e) If the Vendor defaults on payments, is notoriously insolvent or has had commercial effects protested, and these are not clarified within 10 days, the state of insolvency will be presumed. The state of insolvency will be presumed if executive actions are initiated by third parties against the Vendor, or if any types of precautionary measures are requested by third parties that imply the retention and/or seizure of the Vendor's funds or assets.
- f) If the Vendor is in any of the following circumstances: (i) if a Liquidation Resolution is issued in Bankruptcy Proceedings against the Vendor; (ii) if the Vendor files a petition to commence Bankruptcy Liquidation Proceedings in respect of itself, or if the Bankruptcy Financial Protection period has expired and the proposed Judicial Reorganisation Agreement is rejected by its creditors or by the Vendor who does not consent; or (iii) if any other person files a petition to commence Bankruptcy Liquidation Proceedings against the Vendor, and if the Court declares it admissible.
- g) Change of control of the Vendor.
- h) If the Vendor, or its employees or subcontractors, blocks or prevents the entry of its own or external personnel to the Company's industrial plants, offices or dependencies, either partially or completely, the Company or any of its subsidiaries may take action to obtain compensation for the damages caused by the aforementioned blockade.
- i) The entry of alcoholic beverages and/or drugs into the premises where services are

provided, or the presence of intoxicated or drug-addicted Vendor or subcontractor personnel on said premises.

- j) If any of the Vendor's partners, shareholders, controllers, directors, officers, senior executives, representatives, or individuals carrying out administrative or supervisory activities on behalf of the Vendor are convicted of a crime or simple offence.
- k) If the Vendor does not initiate the execution of the Contract within the agreed timeframe, or suspends or interrupts it without justifiable cause and without the Company's express written consent.
- l) Due to the Vendor's serious or repeated non-compliance with instructions given in writing by the Company's Contract Administrator.
- m) If the Vendor, its subcontractors or any of its personnel cause the Company any direct or indirect damages, whether patrimonial or non-patrimonial, for any reason.
- n) In general, the Company will have the right to terminate the Contract early in all cases where this is established in the Contract and in these Bases upon the occurrence of a certain fact or omission.

In any of the above cases, written notice declaring the grounds for termination of the Contract and expressing the intention to terminate it will suffice. The contract will then be deemed terminated as of the date of receipt of said communication, without the need for a subsequent judicial declaration, and no compensation of any kind will be payable to the Vendor.

Furthermore, if, during the term of the contract, the company invites bids for the services covered by the contract and the Vendor participates in the bidding process, the Vendor expressly accepts that the contract will definitively terminate once the service has been awarded, on the date that the company notifies the Vendor in writing or on the date that the successful bidder signs the contract with the company for the tendered services, whichever occurs first.

30 COMMUNICATIONS AND CONTACT

All communication between the parties must be formal. This means that it must be carried out in such a way that the content is fully recorded in a physical or electronic document, and that the Party issuing it can demonstrate that the communication was made at the appropriate time.

If the Vendor communicates a fact verbally or in a similar way for which there is no written record, they must send the same communication in writing within 24 hours.

Notices and communications will be deemed to have been made on the date they are delivered by hand, three days after dispatch by registered mail, or on the date they are transmitted via email to the other party. In the latter case, this will be confirmed by the recipient via email.

Each contract will appoint an administrator who will be responsible for communicating and coordinating any matters relating to the execution of the contract in question.

The Contract Administrators appointed by the Parties shall have the following functions:

- a) They should be the Party's spokespersons during the execution and fulfilment of the Contract.
- b) Monitor the full, correct and complete execution of the contractual obligations relating to the development of the contractual object.
- c) Provide the relevant instructions and make observations to prevent or correct any non-compliance by the other party.
- d) Sign the minutes and reports of the Contract.
- e) Request and receive reports, explanations or complaints where appropriate.
- f) Safeguard the interests of the party they represent when executing and liquidating the Contract.

Without prejudice to the foregoing, the Contract Administrators shall not be authorised to release the party they represent from any obligations or duties arising from the Contract. They shall not be authorised to order anything that implies a variation to the agreed timeframe or tasks, nor to modify the Contract, unless they have express authorisation from the legal representative of the party they represent, or unless they are representatives with sufficient powers of the party they represent.

The Vendor undertakes to inform the Company immediately in writing of any change of address, email address or telephone number, as well as of any change to the contact persons mentioned in the Contract. The Vendor assumes all liability arising from failure to communicate in this regard.

31 MISCELLANEOUS

By signing the Contract, the Vendor Companies' representatives declare that they have sufficient authority to represent their companies.

This Contract and its annexes constitute a complete and sufficient agreement between the parties with respect to the matters covered herein. They supersede and render null and void any prior agreements, negotiations, commitments and/or understandings, whether oral or written, relating to the matters covered herein.

No modification, waiver or termination of any provision of the Contract or its annexes, nor any representation, promise or condition relating to the subject matter of the Contract, shall be binding unless it is signed in writing by all parties.

The clause titles contained in these Conditions, the Contract and its Annexes are for ease of reference only and do not define, limit, extend or describe the scope or intent of any provision.

If any of the provisions of the Contract and/or these Conditions are found to be invalid, this will not invalidate the Contract or the Conditions as a whole. Instead, the contract will be interpreted as if the invalid provision(s) were not included, and the rights and obligations of the parties will be interpreted and observed in accordance with their valid terms, provided

that the invalid provisions are not essential to the contract.

All expenses and rights of any nature incurred in connection with the Contract and its conclusion (including any bidding processes or invitations to tender) shall be borne by each Party, unless otherwise expressly provided for in the Contract. Expenses arising from non-compliance with the Contract shall be the sole responsibility of the non-complying party.

Any delay or total or partial failure by the Company to exercise a power, or the Vendor's express acceptance of a breach, may not be construed as tacit consent to the exercise of that power or acceptance of future breaches. The waiver of any right will only be binding if it is made in writing and applies to the specific case for which it is granted.

32 DOMICILE, JURISDICTION AND APPLICABLE LAW

These General Terms, including any dispute relating to them, their Contracts and Annexes, shall be governed by and construed in accordance with the laws of the country in which the Company has established its domicile as set out in the respective Contract.

In the absence of an express agreement, the parties shall be subject to Chilean law and shall establish their domicile in the city and municipality of Santiago de Chile. They shall also submit to the jurisdiction of its ordinary courts of justice.

ANNEX I

SPECIAL CLAUSES ON COMPLIANCE AND BUSINESS ETHICS

FIRST. CRIME PREVENTION MODEL - LAW N°20.393 (CRIMINAL LIABILITY OF LEGAL ENTITIES)

Both parties agree to comply with all integrity and crime prevention obligations established in Softys' general contracting Conditions, in such a way as to not compromise either party's liability. The parties therefore agree not to engage in any acts that may constitute a violation of the laws and regulations in force in the country, particularly those that may compromise the company's criminal liability. In particular, both parties declare that they are aware of, have complied with, and continue to comply with all anti-corruption laws and regulations. These include, but are not limited to, the following: the Chilean Penal Code; Law N° 20.393 on the Criminal Liability of Legal Entities; Law N°21.595 on Economic and Environmental Crimes, Law N° 19,913 on the Prevention and Punishment of Money Laundering, Law N° 21.732 on Terrorist Conduct, Law N° 20.730 on Lobbying and Actions Representing Private Interests Before Authorities and Officials, and any other applicable national law or regulation on the matter.

Likewise, the Parties declare that none of them, nor their owners, controllers, officers, senior executives, representatives, those performing administrative and supervisory activities, employees, collaborators or related companies, have been convicted, are under investigation or have been accused or charged with any of the crimes indicated in Article 1 of Law No. 20,393, whether in the national territory or abroad. They also declare that they have effectively implemented an adequate crime prevention model or, at least, the internal control and supervision mechanisms necessary to prevent the aforementioned subjects from committing the aforementioned crimes. They confirm that the respective procedures are duly implemented and that their respective agencies are operational and known to all executives, employees, collaborators and subcontractors. They also confirm that these procedures are regularly reviewed to ensure they are updated if necessary and that they comply with their prevention objectives.

The foregoing statements and commitments made by both parties are essential to the execution of this contract. Failure to comply with these statements and commitments will entitle the complying party to terminate the contract early or take any measures it deems appropriate in the event of serious or repeated breaches.

The Vendor is strictly prohibited from granting, offering or agreeing to grant, directly or through an intermediary, any economic or other benefit to an employee or agent of Softys, either for itself or on behalf of a third party, with the intention of modifying the agreed commercial terms with Softys.

Prior to or upon signing the contract with Softys, the Vendor undertakes to inform Softys of any conflicts of interest, especially any relationships maintained by the company itself, its owners, controllers, senior executives and employees, or its parent company, subsidiaries and affiliates, with Softys directors, managers, senior executives or employees who have participated in negotiating, awarding, executing or otherwise managing the contract.

The Vendor declares that, in the actions preceding the execution of this contract, it has not offered or promised any economic or other benefits to Softys' employees or agents in order to be favoured over other bidders, nor has it received or agreed to any such requests. Failure to comply with the duties imposed on Vendors, or any false statements made above, may result in written censure being communicated to the Vendor's administration, or termination of the contract in the case of serious or repeated breaches. This is without prejudice to any civil or criminal actions that may be appropriate.

SECOND. PREVENTION OF VIOLENCE AT WORK BY THIRD PARTIES OUTSIDE THE EMPLOYMENT RELATIONSHIP.

The parties recognise that respect for Softys' and the Vendor's personnel is essential for the proper performance of the contract and the preservation of a safe and professional working environment for everyone involved. They also agree to ensure that all interactions between their employees, representatives, agents and any other persons acting on their behalf and the workers of both companies are based on respectful treatment and are free from violence. This is particularly true with regard to conduct affecting workers while they are providing services, whether by clients, Vendors, users or visitors.

Both parties declare that they have a 'Protocol for the Prevention of Workplace Harassment, Sexual Harassment and Violence at Work', which is in force and known to their respective employees. The objective of this protocol is to promote a safe, healthy and respectful workplace, free from all forms of harassment and/or violence, through good practices.

If either party becomes aware of any conduct that violates this clause, they must immediately notify the other party, who will then take the necessary and appropriate corrective measures to resolve the situation promptly and effectively.

Softys reserves the right to suspend or terminate this agreement in the event of the Vendor committing a serious breach of this clause.

ANNEX II

INSURANCE, WORKS, SERVICES, SUPPLIES AND WORKS CLAUSES

INDEX

- 1.** Purpose of these clauses regarding insurance.
- 2.** Operation, Maintenance and Supply Contracts (OMS)
 - 2.1.** Civil Liability Insurance for Contractors
 - 2.2.** Theft and Assault Insurance
 - 2.3.** Mandatory Social Security against work-related accidents and occupational diseases
 - 2.4.** Personal Accident and Disability Insurance (2/3) for Contractor Workers.
 - 2.5.** Special Conditions for Insurance
 - 2.6.** Claims Management
- 3.** Lease agreement for mobile and fixed equipment
 - 3.1.** Mobile Equipment Insurance
 - 3.2.** Motor vehicle insurance
 - 3.3.** Fire Insurance and additional insurance
 - 3.4.** Special Conditions for Insurance
 - 3.5.** Claims Management
- 4.** Contract for the leasing of vessels for chartering
 - 4.1.** Charterers' Liability Insurance
 - 4.2.** Special Conditions for Insurance
 - 4.3.** Claims Management
- 5.** Contracts for the purchase of supplies of goods and products
 - 5.1.** Civil Liability Insurance containing Product Liability
- 6.** Contracts for the sale of goods and products
 - 6.1.** Product Liability Insurance
- 7.** Construction and Erection Contracts up to USD 5,000,000.
 - 7.1.** All Risks Construction Coverage
 - 7.2.** Contractor's Liability Insurance
 - 7.3.** Compulsory social insurance against occupational accidents and illnesses
 - 7.4.** Other insurances to be taken out by the Contractor
 - 7.5.** Special Conditions for Insurance
 - 7.6.** Claims Management
- 8.** Construction and Erection Contracts in excess of USD 5,000,001.
 - 8.1.** Construction, Erection and Commissioning All Risk Insurance
 - 8.2.** Transportation Insurance
 - 8.3.** Liability Insurance
 - 8.4.** Other Insurance to be taken out by the Contractor
 - 8.5.** Special Conditions on all Insurance
 - 8.6.** Claims Management
- 9.** Guarantee Insurance

1. PURPOSE OF THESE CLAUSES REGARDING INSURANCE

This annex is intended to regulate the minimum insurance requirements that CMPC Group companies impose on their respective contractors, suppliers or providers of goods or services.

For the purposes of this document, 'Contractor' refers to the contracting company, provider of goods or services, supplier, client or any other person defined in a contract, annex or document as having a contractual relationship with any of the CMPC Group companies. Likewise, a CMPC company shall refer to any group company, as applicable.

These clauses complement the provisions of the Insurance Policy and Procedure for CMPC Companies and apply to the extent that the aforementioned insurance policies and their terms are available on the market. For clarification on their application, please contact the Insurance Management Department.

2. OPERATION, MAINTENANCE AND SUPPLY CONTRACTS (OMS)

The following insurance conditions will apply to operation, maintenance and supply contracts.

2.1. Civil Liability Insurance for Contractors.

The contractor must take out civil liability insurance to cover bodily injury, material damage and loss of profits caused to third parties, including that caused by vehicles, equipment, machinery, subcontractors and employees of the insured or those under their responsibility. The coverage must be no less than that defined by the standard policy conditions used in the country and/or registered with the regulatory institution. It must include at least the following:

- Business liability, including sales in premises, stores and warehouses that are open to the public.
- Construction company liability.
- Employer's liability, including work at heights, underground work and the use of explosives. This extends to contract workers, interns and, in general, any person who provides services to the contractor.
- Cross liability to consider additional insured parties as third parties and these insured parties as third parties with respect to the main insured and the principal for any covered damages that may be caused reciprocally.
- Liability for motor vehicles and mobile equipment used in providing the service defined in the contract, including dependent drivers.
- Liability for land transportation of passengers and cargo.
- Transportation Company Liability.
- Liability arising from the supply of food and beverages.
- Covers civil and criminal defence expenses that may affect the insured due to events occurring in connection with the provision of services defined in a contract.
- Covers damage to land, buildings, cables, pipelines, bridges, wells and groundwater during excavation, construction and demolition work.

Limits in local currency or the equivalent amount in United States dollars ("USD"):

General: USD 5,000,000 per event and aggregate according to the terms of the contract.

Employer's liability: USD 1,000,000 per event.
Vehicle and Mobile Equipment Liability: USD 1,200,000 per event.

Deductible:

10% of the loss, with a minimum of USD 5,000.

To comply with the requirements of this type of insurance, Empresas CMPC S.A. ('Empresas CMPC') provides the contractor with a master agreement for a floating civil liability policy that meets all the requested coverage and is therefore immediately acceptable to the principal.

2.2. Theft and Assault Insurance.

For the entire duration of this type of contract, the Contractor must maintain insurance against theft and assault, up to a maximum amount equivalent to the value of its movable assets used for the performance of the contract.

A maximum deductible of 10% of the loss is permitted.

2.3. Mandatory Social Security against work-related accidents and occupational diseases.

The contractor must maintain the insurance policies established by law for its employees involved in this type of contract. These policies must cover the employees against work-related accidents that cause injury, partial or total temporary or permanent disability, or death.

2.4. Personal Accident and Disability Insurance (2/3) for Contractor Workers.

If the contract is to be carried out in high-risk areas, the parties may agree to purchase personal accident insurance to cover the death or disability of the worker, with compensable limits of up to 1,000 or 2,000 UF.

To comply with the requirements of this insurance, Empresas CMPC S.A. ('Empresas CMPC') provides the contractor with a master agreement for a floating personal accident policy that meets all the requested coverage and is therefore immediately acceptable to the principal.

2.5. Special Conditions for Insurance.

- 2.5.1. The Principal accepts no liability for any claims made by the Contractor under the insurance policies required for this type of contract.
- 2.5.2. The Contractor shall obtain supplementary insurance policies based on its own insurable interest and risk analysis, at its own expense.
- 2.5.3. The insurance requirements regarding coverage and limits, as well as the Principal's approval of insurance policies taken out by the Contractor and its subcontractors, shall in no way limit the Contractor's responsibilities and obligations under this contract.

- 2.5.4. Prior to the commencement of the works and/or services, the Contractor and its subcontractors and/or their advisors shall submit to the Principal the insurance policies or insurance certificates issued by the insurers, along with the respective payment receipts, where applicable. The Contractor shall ensure that all insurance contracts comply with the requirements of this Annex.
- 2.5.5. Insurance policies contracted directly by the Contractor must contain automatic extension and reinstatement clauses. This means that insurance policies may be extended at the sole request of the insured party for the duration of the works and/or services, without the insured amount being reduced by compensation payments. Any policies taken out directly by the contractor must state that insurers will not take legal action against the principal, its subsidiaries, parent companies, related companies, shareholders, directors or officers to recover compensation payments.
- 2.5.6. All policies taken out directly by the Contractor, its subcontractors and/or their advisors must contain a clause stating that the insurer agrees not to modify the terms or cancel the policies until the end of the contract unless authorised in writing by the Principal and until the policies and/or their extensions expire.
- 2.5.7. During the execution of these types of contracts, the Contractor is obligated to immediately inform the principal of any incident affecting the validity and conditions of the insurance described in the previous clauses, as well as of any modification that could result in a breach of the said clauses' provisions. The Contractor must also cooperate with the principal's employees, agents, representatives, or authorised persons.
- 2.5.8. In the event of a loss affecting the insurance policies, the Contractor, its subcontractors and/or its advisors shall be responsible for any excess losses under the policies and for any other losses not covered by the contracted insurance, as well as for the deductibles.
- 2.5.9. The Contractor and its subcontractors shall facilitate and cooperate with the Principal and/or its advisors and representatives should the latter choose to purchase additional insurance to better protect their own interests and liabilities.
- 2.5.10. The Principal must be named as an additional insured party on all policies taken out by the Contractor.

2.6. Claims Management.

Without prejudice to the Contractor's obligations under each insurance policy, in the event of loss or damage involving the Principal and/or Contractor, the Contractor must take the following immediate actions:

- Act diligently to prevent further damage.
- Immediately notify the Principal and the policyholder.
- File a police report of the events when required by law.
- Take photos and videos and save affected parts.
- Appoint a single valid contact person with the insurers; and
- Do not assume liability to third parties.

3. LEASE AGREEMENT FOR MOBILE AND FIXED EQUIPMENT

Throughout the life of a contract for the supply of mobile and fixed equipment, the Contractor must maintain the corresponding insurance policies that allow for the replacement of partial or total loss of the equipment in the event of an accident affecting the subject matter of the contract.

The contractor must ensure that the activities and locations where services for equipment covered by the contract are provided do not result in limitations or exclusions of coverage for the various required policies. The Contractor is also responsible for complying with all the requirements established in the various insurance policies.

3.1. Mobile Equipment Insurance.

Contractors supplying mobile equipment, such as construction machinery, must have insurance to cover material damage to the equipment, as well as damage to third parties caused by accidents or natural events, throughout the term of the contract. The policy must cover own-party damage up to the commercial value of the equipment, as well as civil liability with a maximum deductible of 10% of the loss. The policy must also meet the following minimum conditions:

- own-party damage up to the full value of the equipment;
- Civil liability with a minimum of USD 125,000;
- Salvage expenses with a minimum of USD 20,000;
- Damage due to strikes, riots and terrorist acts.
- Additional expenses for air freight;
- Traffic on public and non-public roads;
- Work on banks, riverbeds or channels where water flows and lake shores.

To meet this requirement, the client may make a freely recognisable floating policy available to the contractor, if one is available on the market.

3.2. Motor Vehicle Insurance

Any contractor supplying motorised vehicles, such as trucks, SUVs, vans, cars and motorcycles, must have motor vehicle insurance that covers both own-party and third-party damage, up to a limit of USD 50,000. The maximum deductible must be no more than 10% of the claim amount, and the policy must meet at least the following minimum conditions:

- Own-party damage up to the commercial value.
- Theft;
- Civil liability for consequential damage;
- Civil liability for moral damage;
- Civil liability for loss of profits;
- Theft of accessories;
- Own-party damage resulting from strikes and terrorism;
- Own-party damage resulting from malicious acts;
- Own-party damage resulting from natural hazards;
- Own-party damage resulting from hail.
- Own-party damage resulting from earthquakes;
- Damage to the cargo itself;
- Damage to dependent or contractor drivers;
- Criminal defence costs up to USD 10,000;
- Vehicle assistance for passengers up to USD 10,000.

3.3. Fire Insurance and additional insurance.

The contractor supplying the fixed equipment must have insurance to protect the equipment against accidental or external damage up to its commercial value, with a maximum deductible of 10% of the loss. This insurance must cover at least the following events:

- Fire, lightning and explosion;
- Impact of land vehicles (including its own), ships and aircraft, or things falling from or being carried by them.
- Earthquakes, volcanism, tsunamis and tidal waves.
- Storm, flood (including river flooding), storm surge, avalanches and flash floods;
- Subsidence of land, avalanche, landslide or rockfall;
- Frost, water, ice or snow;
- Risks of strikes, riots, civil disorder, vandalism, malicious damage or terrorism;
- Machinery breakdown;
- Electrical damage; and
- Theft.

3.4. Special Conditions for Insurance.

- 3.4.1. The Principal accepts no liability for any claims made by the Contractor under the insurance policy required for this type of contract.
- 3.4.2. The Contractor must purchase supplementary insurance policies, at its own expense, based on its own insurable interest and the risk analysis it deems appropriate, in addition to the policies required in this type of contract. The insurance requirements regarding coverage and limits, as well as the client's approval of the insurance policies taken out by the contractor and its subcontractors, shall not limit the contractor's responsibilities and obligations under these contracts in any way.
- 3.4.3. Prior to the commencement of the works and/or services, the Contractor and its subcontractors and/or their advisors shall submit to the Client the insurance policies or insurance certificates issued by the insurers, along with the respective payment receipts, where applicable. The Contractor shall be responsible for ensuring that the insurance contracts comply with the requirements of this Annex.
- 3.4.4. Insurance policies taken out directly by the Contractor must contain automatic extension and reinstatement clauses. This means that insurance policies may be extended at the sole request of the insured during the works and/or services, without the insured amount being reduced by compensation payments.
- 3.4.5. Any policies taken out directly by the contractor must state that insurers will not take legal action against the principal, its subsidiaries, parent companies, shareholders, directors, officers or other insured parties in order to recover compensation payments.
- 3.4.6. All policies taken out directly by the Contractor, subcontractors and/or their advisors must contain a clause stating that the insurer agrees not to modify the terms or cancel the policies until the end of the contract, unless authorised in writing by the Principal, and until the policies and/or their extensions expire.
- 3.4.7. During the execution of this type of contract, the Contractor is obligated to immediately

inform the Principal of any incident affecting the validity and conditions of the insurance described therein, as well as of any modification that could constitute a breach of the contract's provisions. The Contractor must also cooperate with the Principal's employees, agents, representatives, or persons authorised by the Principal.

- 3.4.8. In the event of a loss affecting the insurance policies, the contractor, subcontractors and/or their advisors shall be responsible for any excess losses under the policies and other losses not covered by the contracted insurance, as well as the deductibles.
- 3.4.9. The Contractor and its subcontractors shall facilitate and cooperate with the Principal and/or its advisors and representatives if the Principal chooses to purchase additional insurance to better protect its own interests and liabilities.
- 3.4.10. The principal must be named as an additional insured party on all policies taken out by the contractor.

3.5. Claims Managment.

Without prejudice to the Contractor's obligations under each insurance policy, in the event of loss or damage involving the Principal and/or Contractor, the Contractor must take the following immediate steps:

- Act diligently to prevent further damage.
- Immediately notify the principal and the policyholder.
- File a police report of the events when required by law.
- Take photos and videos and save affected parts.
- Appoint a single valid contact person with the insurers; and
- Do not assume liability to third parties.

4. CONTRACT FOR THE LEASING OF VESSELS FOR CHARTERING

Throughout the chartering operation, the Principal must take out the necessary insurance to protect third parties and the vessel's owners.

4.1. Charterers Liability Insurance.

The mandate will ensure that Charterers' Liability Insurance is maintained throughout the contract period, providing cover for damages and/or claims from third parties, as well as damage to the vessel itself, for which the principal is responsible.

- Own damage is covered up to the total value of the equipment.
- Liability with a minimum cover of USD 50,000,000.

To comply with this requirement, the owner or controller of the vessel must provide all technical information necessary for the principal to arrange the aforementioned insurance, including:

- Origin and destination of the freight;
- Number of freight items;
- Type of cargo to be transported;
- Name of the vessel owner;

- Name of the vessel;
- Type of vessel;
- Tonnage of the GRT vessel;
- Year of the vessel;
- Annual volume (tons) to be transported.

4.2. Special Conditions for Insurance.

- 4.2.1. The Principal assumes no liability for any claims made by the Contractor under the insurance policy required for this type of contract.
- 4.2.2. The Contractor must purchase supplementary insurance policies based on its own insurable interest and risk analysis, at its own expense.
- 4.2.3. The insurance requirements regarding coverage and limits, as well as the client's approval of the insurance policies taken out by the contractor and its subcontractors, shall not limit the contractor's responsibilities and obligations under these contracts.
- 4.2.4. Prior to the commencement of the works and/or services, the Contractor and its subcontractors and/or their advisors shall submit to the Client the insurance policies or insurance certificates issued by the insurers, along with the respective payment receipts, where applicable. It shall be the Contractor's responsibility to ensure that the insurance contracts comply with the requirements of this Annex.
- 4.2.5. Any insurance policies taken out directly by the Contractor must contain automatic extension and reinstatement clauses. This means that insurance policies may be extended at the sole request of the insured party during the term of the works and/or services, without the insured amount being reduced by compensation payments.
- 4.2.6. All policies contracted directly by the contractor must state that the insurers will not take legal action against the principal, its subsidiaries, parent companies, shareholders, directors, officers or other insured parties to recover compensation payments.
- 4.2.7. All policies contracted directly by the contractor, its subcontractors and/or their advisors must contain a clause whereby the insurer undertakes not to modify the conditions or cancel the policies until the end of the contract unless authorised in writing by the principal until the policies and/or their extensions expire.
- 4.2.8. During the execution of this type of contract, the contractor is obligated to immediately inform the principal of any incident affecting the validity and conditions of the insurance described therein, as well as of any modification that could constitute a breach of the contract's provisions. The contractor must also cooperate with the principal's employees, agents, representatives, or authorised persons.
- 4.2.9. In the event of a loss affecting the insurance policies, the contractor, subcontractors and/or advisors will be responsible for any excess deductibles and losses not covered by the contracted insurance.
- 4.2.10. The Contractor and its subcontractors shall facilitate and cooperate with the Principal and/or their advisors and representatives, should they choose to purchase additional insurance related to the Contract to better protect their own interests and liabilities.

4.2.11. The principal must be named as an additional insured party in all policies taken out by the contractor.

4.3. Claims Management.

Without prejudice to the Contractor's obligations under each insurance policy, in the event of loss or damage involving the Principal and/or Contractor, the Contractor must take the following immediate steps:

- Act diligently to prevent further damage.
- Immediately notify the principal and the policyholder.
- File a police report of the events when required by law.
- Take photos and videos and save affected parts.
- Appoint a single valid contact person with the insurers; and
- Do not assume liability to third parties.

5. CONTRACTS FOR THE PURCHASE OF SUPPLIES OF GOODS AND PRODUCTS

5.1. Liability Insurance containing Product Liability

The contractor supplying goods and/or products must obtain product liability insurance that covers damages to third parties and/or its own employees resulting from accidents involving the operation or malfunction of the supplied products. The insurance must have a limit of USD 10,000,000. The covered damages must include at least the following:

- Bodily injury;
- Property damage to third-party property;
- Loss of earnings; and
- Non-material damages associated with bodily injury.

The accepted deductible is 10% of the loss.

6. CONTRACTS OF THE SALES OF GOODS AND PRODUCTS

6.1. Product Liability Insurance

Any customer selling goods and/or products supplied by Empresas CMPC or any of its related companies must purchase product liability insurance. This insurance covers damages to third parties and/or their own employees resulting from accidents involving the supplied products, up to a limit of USD 10,000,000. Covered damages must include at least the following:

- Bodily injury;
- Property damage to third-party property;
- Loss of earnings; and
- Non-material damages associated with bodily injury.

The accepted deductible is 10% of the loss.

7. CONSTRUCTION AND ERECTION CONTRACTS UP TO USD 5,000,000

Construction and assembly contracts for works and/or services of up to USD 5,000,000 carried out by CMPC Companies or any of the related Companies through contractors must be covered by insurance of this nature taken out by the Contractor.

7.1. All Risks Construction Coverage.

The following coverages are included:

Limits

- The maximum compensation limits indicated shall be understood as combined maximum limits of material damages up to USD 5,000,000 or the value of the work, if the latter is lower.

General	USD 5.000.000
Earthquake	USD 5.000.000
Flooding	USD 5.000.000

Sublímites de Indemnización por siniestro:

Construction/Erection	USD 5.000.000
Extra Expenses	USD 1.000.000
Debris Removal	USD 1.000.000
Salvage	USD 1.000.000
Fire Extinguishing Service Expenses and Measures Taken by the Authority or the Insured	USD 1.000.000
Special Decontamination Expenses	USD 1.000.000
Professional Fees	USD 1.000.000
Replacement of Archives, Plans, and Files	USD 1.000.000
Works and/or Services for Remodeling, Reconditioning, Expansion, Modification, Repair, or Replacement of Existing Assets (Insurable Investment in Construction)	USD 1.000.000
Assets Owned by Third Parties in Insured Situations	USD 1.000.000
Assets Moved for Repair/Maintenance	USD 1.000.000

Deductibles for all material damage, including machinery breakdown:

- USD 25,000 for each claim.
- Earthquake: USD 50,000 for each claim.

7.2. Contractors Liability Insurance.

The contractor must take out civil liability insurance to cover bodily injury, material damage and loss of profits caused to third parties by vehicles, equipment, machinery, subcontractors or employees of the insured or those under its responsibility. The coverage must be no less than that defined by the standard policy conditions used in the country and/or registered with the regulatory institution. It must include at least the following:

- Corporate Civil Liability, including sales in premises, stores, and warehouses to which the public has free access.
- Civil Liability for Construction Companies.
- Employer's Civil Liability, including work at heights, underground work, and the use of explosives, extending to contract workers, interns, and, in general, anyone who provides services to the Contractor.
- Cross-Cross Liability, to consider additional insured parties as third parties, and these insured parties as third parties with respect to the main insured and the principal for any covered damages that may be caused reciprocally.
- Civil Liability for motor vehicles and mobile equipment used in the provision of the service defined in the contract, including dependent drivers.
- Civil Liability for land transportation of passengers and cargo.
- Civil Liability arising from the supply of food and beverages.
- Covers civil and criminal defense expenses that may affect the insured due to events that occur in connection with the provision of the service defined in the contract.
- Covers damage to land, buildings, cables, pipelines, bridges, wells, and groundwater that occurs during excavation, construction, and demolition work.

Limits in local currency or USD equivalent:

- General USD 1.250.000 per event and aggregate depending on the contract term.
- Employer's Liability USD 200.000 per employee and event.
- Vehicle and Mobile Equipment Liability USD 600,000 per event..

Deductible:

10% of the loss with a minimum of USD 5,000.

In order to comply with the requirements of this type of insurance, Empresas CMPC provides the Contractor with a floating Civil Liability policy framework agreement that meets all the requested coverage and, therefore, is immediately acceptable to the principal.

7.3. Compulsory social insurance against occupational accidents and illnesses.

The contractor must maintain insurance policies for its employees involved in these types of contracts that cover them against work-related accidents causing damage and/or temporary and/or permanent partial and/or total disability and/or death.

7.4. Other insurances to be taken out by the Contractor.

The Contractor, at the request of the client, must contract other insurance that the client deems appropriate, to protect its interests in the event that it considers that the insurance taken out for a project does not fully cover the risks inherent in the execution of the works and/or services, among which the following stand out:

A. Insurance that protects the Contractor's property.

The Contractor must take out adequate insurance to protect its property, such as: camp, warehouses, plants, machinery, stationary and mobile equipment.

B. Motor vehicle and mobile equipment liability insurance.

The Contractor must maintain liability insurance for all of its motor vehicles and mobile equipment that may travel on public and non-public roads, for a limit of not less than USD 20.000.

7.5. Special Conditions on all Insurance.

- 7.5.1. The Client assumes no responsibility for any claims made by the Contractor under the insurance policy required for this type of contract.
- 7.5.2. The Contractor must, at its own cost, take out additional policies alongside those required by these contracts, according to its own insurable interest and risk analysis.
- 7.5.3. The insurance requirements regarding coverage and limits, as well as the client's approval of insurance policies taken out by the contractor and its subcontractors, shall not limit the contractor's responsibilities and obligations under this contract.
- 7.5.4. The Contractor and its subcontractors and/or their advisors must submit to the client, prior to the commencement of the works and/or services, the insurance policies or insurance certificates issued by the insurers, along with the respective payment receipts, where applicable. It shall be the Contractor's responsibility to ensure that the insurance contracts comply with the requirements of this annex.
- 7.5.5. Insurance policies contracted directly by the Contractor must contain automatic extension and reinstatement clauses. This means that insurance policies may be extended at the sole request of the insured during the duration of the works and/or services, and their insured amount will not be reduced by the payment of compensation.
- 7.5.6. All policies taken out directly by the Contractor shall state that the insurers will not take legal action against the principal, its subsidiaries, parent companies, its shareholders, directors, officers, or other insured parties to recover compensation payments.
- 7.5.7. All policies contracted directly by the Contractor, subcontractors and/or their advisors must contain a clause where the insurer undertakes not to modify the conditions or cancel the policies until the end of a contract, unless there is written authorization from the principal, until the expiration of the policies and/or their extensions.
- 7.5.8. The Contractor is obliged to immediately inform the principal, during the execution of a

contract, of any incident affecting the validity and conditions of the insurance described in the previous clauses, as well as of any modification that could imply a breach of the provisions of said clauses, and is willing to cooperate with the principal's employees, agents or representatives or persons authorized by them.

7.5.9. In the event of an accident affecting insurance policies, the Contractor, subcontractors and/or advisors will be responsible for the deductibles and losses.

7.5.10. The Contractor and its subcontractors shall facilitate and cooperate with the client and/or its advisors and representatives in the event that the client chooses to purchase any other insurance related to the contract for the best protection of its own interests and liabilities.

7.5.11. The principal must be included as an additional insured in all policies taken out by the Contractor.

7.6. Claims Management.

Without prejudice to the Contractor's obligations under each insurance policy, in the event of loss or damage involving the Principal and/or the Contractor, the Contractor shall take the following immediate actions at least:

- a) Act diligently to avoid aggravation of the damage.
- b) Immediately notify the Principal and the policy broker.
- c) Make a police record of the facts when required by law.
- d) Take photos, videos; save affected parts.
- e) To appoint only one valid interlocutor with the insurers.
- f) Not to assume responsibility before third parties.

8. CONSTRUCTION AND ERECTION CONTRACTS IN EXCESS OF USD 5.000.001

8.1. Construction, Erection and Commissioning All Risk Insurance.

The principal and the Contractor shall contract and maintain in force during the execution of this type of contract and its corresponding works, a Construction/Assembly All Risks insurance policy that maintains as insured all those who participate in the execution of the works and/or services whose coverage covers, at least, the following risks and contains the following special conditions:

- a) Damage resulting from construction accidents.
- b) Fire, lightning and explosion.
- c) Earthquake, tremor, tidal wave, volcanic eruption and associated risks.
- d) Natural hazards.
- e) Compensation at replacement value as new.
- f) Protection against inflation due to higher costs caused by the loss in Works and/or Services not damaged.
- g) Increased costs due to acts of public authorities.
- h) Sue & labor.
- i) Expenses for proof of loss.
- j) Loss prevention and relief expenses.

- k) 50/50 Clause.
- l) Strike, riot and civil commotion..
- m) Extended Maintenance.
- n) Additional Expenses.
- o) Air Freight.
- p) Works and/or Services located in a Seismic Zone.
- q) Existing Property.
- r) Professional Fees.
- s) Design Risk (LEG3 clauses).
- t) Debris Removal.
- u) Impediment to start operations.
- v) Extinguishing and salvage expenses.
- w) Extraordinary expenses for overtime, night work and holidays.
- x) Insured Works and/or Services Received or Put into Operation (Completion of Works).
- y) Provisional Repairs which are not part of the definitive repairs.
- z) Event (72 hours).
- aa) Contractor's Equipment/Machinery.
- bb) Automatic Increase in Contract Value up to 15%.
- cc) Terrorism.
- dd) Domestic Ground Transportation.
- ee) Off-Site Storage.
- ff) Plans and Documents.
- gg) Oxidation and Accelerated Corrosion.
- hh) Mobilization/Demobilization Costs of Contractors due to the loss.
- ii) Decontamination expenses.
- jj) Multiple insured.

The insurance shall consider all works and/or services associated with the execution of a project to be insured matters, in order to maintain coverage with the same insurer.

The particular conditions of the policy at the time of taking out the insurance will reflect the commercial reality of the insurance market at the time of taking out this coverage. The principal is not obliged to obtain coverage that is not available on the market.

Limit

- General maximum limit of indemnity per claim: 100% of the value of each contract for property damage.

Deductibles

In each event, the amounts deductible as indemnity shall be as follows:

- Earthquake: 2% of the value of the work, with a minimum of USD 500,000.
- Other natural risks: USD 250,000.
- Other risks: USD 150,000
- Other risks: USD 150,000.

In the event of a series of causes and effects within the same loss, where different coverages and/or

properties with different deductibles apply, only the highest applicable deductible shall be applied. The insured may waive the indemnity and/or coverage with the highest deductible, in which case the contract shall be deemed invalid.

The insurance shall cover an extended maintenance period of 24 months from the end of commissioning tests for the works.

8.2. Transportation Insurance.

The Principal and the Contractor shall take out transport insurance to cover the equipment and materials incorporated in the works and/or services, as well as any other agreed equipment, for an amount per trip that is no less than the maximum value of the goods being transported. This insurance shall cover damage to the goods during transportation from the factory of origin to the site of the works and/or services, regardless of the means of transportation used. It shall also cover eventual transshipments and transfers on or below deck, as well as a stay of up to 180 days in customs.

Coverage shall include at least the following clauses:

- All Risk Clause (A - "INSTITUTE CARGO CLAUSES (A) 1/1/82"
- War Clause- "INSTITUTE WAR CLAUSES (CARGO) (01/01/82)"
- Strike Clause - "INSTITUTE STRIKES CLAUSES (CARGO)"
- Cargo Clause - "INSTITUTE CARGO CLAUSES (AIR)"
- Strike Clause - "INSTITUTE STRIKES CLAUSES (AIR CARGO)"
- War Clause - "INSTITUTE WAR CLAUSES (AIR CARGO)"
- Cancellation clause - "INSTITUTE WAR CANCELLATION CLAUSE (CARGO)"
- Classification of Ships - "INSTITUTE CLASSIFICATION CLAUSE

(01/01/2001) Special Conditions:

The special and/or particular conditions shall prevail over any general conditions stated in the policy. The detail of the special conditions considers at least:

- a) Ship classification clause..
- b) Certificates.
- c) Value placed in plant of the goods.
- d) Excesses.
- e) Insurance limit per shipment equal to 100% of the value of the merchandise.
- f) Geographical limit: Worldwide, including return trips.
- g) Classification of vessels.
- h) Survey expenses are covered.
- i) Key Items: The insurer must define which equipment will be inspected.
- j) Deliberate Damage Clause - Customs Service.
- k) Duration of Insurance: The ICCAs are amended as follows: "The insurance commences at the places where the goods (being ready for shipment) are located prior to the commencement of the insured voyage and terminates after the completion of such voyage, at the time when the goods have arrived at their place of destination, including loading and unloading operations".
- l) Clarification on the basic exclusions of the ICCA's: Notwithstanding the provisions of the

exclusions of the basic clauses specified, the following conditions are stipulated to apply::

- 1) Insured's error. The insured shall not be prejudiced by faults or errors committed by carriers, stevedores, freight forwarders or others if they can prove that care was taken in their selection..
- 2) The merchandise is inadequately packed and in poor condition. Articles 4.3 and 2.3 of the Institute Cargo Clauses (A) are deleted (AIR).
- 3) Damage to packaging is covered.

Indemnity Limit

The limit of indemnity of the policy shall be equivalent to or greater than the highest value shipment to be made under the contract, such value being understood as placed at the final destination, that is to say, in no case shall the limit of indemnity be insufficient to cover a loss with total loss affecting the goods transported.

Deductibles

The deductible cannot exceed 1% of the shipment, with a minimum value of USD 25,000.

The Contractor undertakes to arrange marine transportation services using vessels that are of an acceptable standard and efficient, as defined by the first-level reinsurers of marine risks.

If a surveyor and/or inspectors are assigned by the insurers and/or reinsurers, the contractor shall comply with the requirements established by such inspectors on this matter.

The carrier shall not be listed as additional insured in the transport policy and shall therefore assume all liabilities inherent to its activity.

8.3. Liability Insurance.

The Contractor and Principal shall take out civil liability insurance to cover bodily injury, property damage and loss of profits caused to third parties by vehicles, equipment, machinery, subcontractors or workers under the responsibility of the insured, with coverage no less than that defined by the standard policy conditions used in the country and/or registered with the regulatory institution. This shall include at least the following:

- Business Liability including sales in premises, stores and warehouses to which the public has free access.
- Construction Companies Civil Liability.
- Employer's Liability including work at heights, subway and use of explosives, extending to honorary workers, students in practice and in general any person rendering services to the Contractor.
- Cross Liability in order to consider as third parties the additional Insureds among themselves and these with respect to the main insured and the Principal for the covered damages that may be caused reciprocally.
- Civil Liability of motor vehicles and mobile equipment used in connection with the rendering of the service defined in the contract, including dependent drivers.
- Civil Liability for land transportation of passengers and cargo.
- Civil Liability derived from the supply of food and beverages.
- Covers civil and criminal defense expenses that may affect the insured for events occurring on the occasion of the rendering of the service defined in the contract.

- Covers damage to land, property, cables, pipelines, bridges, wells, subway water occurring in the course of excavation, construction and demolition works.

Limits in local currency or its equivalent in USD:

- General USD 50.000.000 per event and added according to the term of the contract.
- Employer's Liability USD 500,000 per employee and USD 10,000,000.- per event.
- Vehicle and Mobile Equipment Liability USD 600,000.- per event.

Deductible:

10% of the loss with a minimum of USD 25,000.

8.4. Other Insurance to be taken out by the Contractor.

The contractor shall take out any additional insurance deemed necessary by the principal to protect their interests, should they consider the insurance taken out for the project to be insufficient for the risks involved in carrying out the works and/or services:

A. Insurance protecting the Contractor's property.

The Contractor shall take out adequate insurance to protect its property, including the camp, warehouses, plant and machinery, and stationary and mobile equipment. The parties shall consider including these items in the all risks construction policy taken out for the work.

B. Motor vehicle and mobile equipment Liability Insurance.

The Contractor must take out civil liability insurance for all motor vehicles and mobile equipment that may travel on public or private roads, with a limit of at least USD 20,000.

C. Compulsory Occupational Accident Insurance.

The Contractor shall maintain the insurance policies required by law for its employees involved in this contract, which cover them against occupational accidents resulting in damage and/or partial and/or total temporary and/or permanent disability and/or death.

8.5. Special Conditions on all Insurance.

- 8.5.1. The Principal accepts no liability for any claims that the Contractor may make under the insurance policy required for this type of contract.
- 8.5.2. The Contractor shall, at its own cost, take out additional policies, in addition to the compulsory policy required for this type of contract, according to its own interests and risk analysis, as it deems appropriate. This may include, for example, professional liability, design, workmanship or defective material risks, for which it is solely responsible.
- 8.5.3. Insurance requirements regarding coverage and limits, as well as the Principal's approval of insurance policies taken out by the Contractor and its Subcontractors, shall in no way limit the Contractor's responsibilities and obligations under this type of contract.
- 8.5.4. The Contractor and its subcontractors and/or their advisors shall submit to the Principal,

prior to the commencement of the works and/or services, the insurance policies or insurance certificates issued by the insurers with the respective receipts for payment thereof, where applicable. It shall be the Contractor's responsibility that the insurance contracts comply with the requirements of this Annex.

- 8.5.5. The insurance policies contracted directly by the Contractor shall contain automatic extension and reinstatement clauses. This means that the insurance policies may be extended at the sole request of the insured during the term of the works and/or services, and the insured sum shall not be reduced by the payment of indemnities.
- 8.5.6. All policies taken out directly by the contractor must state that the insurers will not take legal action against the principal, its subsidiaries, parent companies, shareholders, directors, officers or other insured parties to recover indemnity payments.
- 8.5.7. All policies contracted directly by the Contractor, their subcontractors and/or advisors shall contain a clause whereby the insurer undertakes not to modify or cancel the policies until the end of the contract, unless written authorisation is provided by the principal.
- 8.5.8. During the execution of the contract, the Contractor must immediately inform the Principal of any incident affecting the validity or conditions of the insurance policies described in previous clauses. They must also inform the Principal of any modification that could imply a breach of the aforementioned clauses and cooperate with the Principal's employees, agents or authorised representatives.
- 8.5.9. Insurance companies must be authorised in accordance with the legislation in force in each country, in order to fulfil the respective insurance contracts.
- 8.5.10. The principal may request a change of insurer if the current insurer is deemed untrustworthy due to economic and/or financial circumstances that demonstrate insolvency and/or any other circumstance that casts doubt on the validity of the coverage granted.
- 8.5.11. During the term of the contract, it shall be the responsibility of the Contractor and/or subcontractors to immediately report any accident causing material damage and/or bodily injury and/or death to their workers that is a consequence of executing the contract due to the actions or omissions of their professionals and workers.
- 8.5.12. In the event of a loss affecting the insurance policies, the Contractor, their subcontractors and/or consultants shall be responsible for any excess deductibles and losses not covered by the insurance policies.
- 8.5.13. Even if insurance exists, the Contractor, subcontractors and/or their advisors shall take all necessary precautions and measures to protect materials and equipment supplied by the Principal from damage, and to prevent damage to third parties.
- 8.5.14. The Contractor, their subcontractors and/or their consultants shall be obliged to comply with all requirements established in insurance contracts.
- 8.5.15. The Contractor and its subcontractors shall timely and correctly provide all the technical information required by each of the insurance contracts prior to their contracting and during their operation. This information refers, among others, to: descriptive report of the works and/or services, works and/or services programs, monthly progress reports on the works and/or services, definition of critical equipment and replacement times, shipment schedules, supply dispatch notices, expert reports and technical reports on damages,

drawings and technical catalogs, among others.

- 8.5.16. The consequences of untimely or lack of cooperation affecting loss adjustments for claims that generate uncompensated losses shall be borne by the Contract.
- 8.5.17. The Contractor and its Subcontractors shall facilitate and cooperate with the Principal and/or its advisors and representatives in the event that the Principal elects to take out any other insurance in connection with the Project for the best protection of its own interests and liabilities.
- 8.5.18. The Principal must be included as an additional insured on all policies taken out by the Contractor.

8.6. Claims Management.

Without prejudice to the Contractor's obligations under each of the insurance policies contracted, in the event of a loss involving damage to the principal and/or the Contractor, the Contractor shall take at least the following immediate actions:

- a) Act diligently to avoid aggravation of the damage.
- b) Immediately notify the principal and the policy broker.
- c) Make a police report.
- d) To take photos, videos; to keep affected parts.
- e) Appoint only one valid interlocutor with the insurers.
- f) Not to assume responsibility before third parties.
- g) To open an expense account.

It shall also be in charge of the claim settlement process and risk management of the contract, complying with the following actions:

- a. Submit any claimable losses covered by the invoked insurance policy to the insurer. However, the principal reserves the right to develop the claim directly with the insurer. In this case, the contractor must provide the principal with all the information requested by the insurance adjuster, as well as any other information deemed necessary by the principal to support the claim.
- b. Send the principal a copy of all communications relating to claims, addressed to the insurer, adjusters and insurance brokers.
- c. Establish adequate internal procedures to ensure that all on-site claims are reported to insurers.
- d. Submit monthly casualty claims status report, which must contain at least:
 - Description of the claim;
 - Date of occurrence;
 - Estimate of losses;
 - Estimate of repair times;
 - Determination of final loss claimed;
 - Claim status;
 - Indemnity determined by adjuster; and
 - Date of indemnity payment.
- e. To repair the damage caused by the loss as quickly as possible and with the resources required by the insurers and/or the principal, regardless of how the insurer manages the payment of indemnities.

- f. Any accident, whether minor, serious or fatal, shall be reported immediately to the insurance company and to the manager appointed by the principal in the area where it occurs, regardless of its nature or extent.
- g. Accident reports shall contain at least the following information: company data, name of the affected person or persons, ages, positions, time of service of the injured persons, type of injuries, first aid given, time of the events, detailed description of the accident, main causes of the accidents, personal protection elements used at the time of the accident, sketch of the accident site, name of the person responsible for the investigation of the facts and conclusions..
- h. The Contractor shall inform the Principal and the respective policy broker of any judicial or extrajudicial claims of injured third parties within three days of becoming aware of them.
- i. The Contractor shall comply with the insurer's instructions regarding reported claims and legal action. The Contractor shall not incur any expenses, payments or settlements in respect of actions which may give rise to acceptance of liability, except for reasonable and urgent expenses incurred in extinguishing the claim.
- j. If, due to a loss, there are items not indemnified by the insurance, the rules established by the contract shall apply with respect to the party that must assume the costs of those items not covered by the insurance.

9. GUARANTEE INSURANCE

In order to guarantee the strict compliance with each and every one of the obligations that the Contractor assumes under each Contract, the Contractor may access any one of the following demand guarantee insurance policies; (a) Demand guarantee insurance policy issued by MAPFRE Compañía de Seguros Generales de Chile S.A. ("Mapfre"), incorporated in the policy depository of the Financial Market Commission under POL code POL , which is irrevocable and must correspond to the policy included in the Financial Market Commission's policy depository under POL code POL , which is irrevocable and must correspond to the policy included within the Contract. A. ("Mapfre"), incorporated in the Policy Deposit of the Financial Market Commission under code POL 120170186, which is irrevocable and must correspond to the policy included in the Framework Agreement subscribed between Empresas CMPC S.A. itself and its Subsidiaries and Mapfre S.A. ("Mapfre"). by itself and its Subsidiaries and Mapfre, dated June 1, 2018; (b) Demand guarantee insurance policy issued by HDI Seguros de Garantía y Créditos S.A. ("HDI"), included in the Policy Deposit of the Financial Market Commission under code POL 120170148, which is irrevocable and should correspond to the policy included in the Framework Agreement signed between Empresas CMPC S.A. by itself and its Subsidiaries and Mapfre, dated June 1, 2018; (c) Demand guarantee insurance policy issued by HDI Seguros de Garantía y Créditos S.A. ("HDI"), included in the Policy Deposit of the Financial Market Commission under code POL 120170148, which is irrevocable and should correspond to the policy included in the Framework Agreement signed between Empresas CMPC S. A. for itself and its Subsidiaries and HDI, dated April 15, 2019; or (c) Demand guarantee insurance policy issued by Liberty Compañía de Seguros Generales S.A. ("Liberty"), included in the deposit of Policies of the Financial Market Commission under the code POL 120170148 and POL 120170111. By virtue of the aforementioned Framework Agreements, the Particular Conditions of each policy indicate that it is an irrevocable guarantee, on demand and of immediate execution, which expressly includes fines and actions or claims based on the Subcontracting Law, especially those based on the provisions of Articles 183-A and following of Book I of the Labor Code, Title VII of the Labor in

Subcontracting Regime and Labor in Temporary Service Companies.

The Contractor is prohibited from taking any action, whether judicial or extrajudicial, aimed at blocking or preventing the collection of the guarantee insurance policy. This will be considered a serious breach of each contract, as set out in the preceding paragraph.

The Contractor must provide the Client with a copy of the policy. If they fail to do so, the Contractor may take out a policy with the same characteristics and deduct the corresponding amount from any payment due from the Client to the Contractor. However, the Client shall not be liable if they fail to exercise this power.