

GENERAL TERMS

ENGAGEMENT OF IN-PLANT SERVICES



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GENERAL TERMS ENGAGEMENT OF IN-PLANT SERVICES

These General Conditions of Service Contracting (the 'Conditions'), regulate the clauses of general application in the contracts that Softys S.A., its subsidiaries and related companies, hereinafter and indistinctly 'Softys' or the "Company", enters into with third parties for the provision of services within the Plant (the 'Service').

These Terms and Conditions apply equally with respect to the following suppliers, with the clarifications that, if applicable, are formulated in the same Terms and Conditions:

- a) **Contractor:** A company that provides services under a subcontracting regime. This is understood to mean tasks carried out by a worker under an employment contract for an employer — contractor or subcontractor — who, in turn, carries out works or services on their own account and at their own risk, with workers under their employment, for a third party who owns the work, company or site in which the services are provided or the contracted works are carried out.
- b) **Service Provider:** Company whose tasks are occasionally and/or sporadically (non-permanent) performed, autonomously and non-exclusively, in activities external to the Company's organization, and in which performance the latter has no interference at all. Therefore, the services in question are not governed by the subcontracting scheme, and neither by the remaining legal and administrative regulations that govern said matter.
- c) **Transportista:** Service Provider, pursuant to the definition in letter b) above, which carries out transporting tasks.
- d) **Service Provider under Fees:** Individual who performs services for the Company singly, without there being a subordination and dependency tie with the latter, and without engaging workers under a subordination and dependency relationship.

Whenever these Terms hereby use the expression "Vendor", they mean, in general, all those referred to in letters a), b), c), and d) above.

Whenever these Terms use the expression "Vendor Company", they mean exclusively those referred to in letters a), b), and c) above.

The Company and Vendor are hereby jointly referred to as the "Parties", and each individually as a "Party".

1 APPLICABLE LAW

Notwithstanding the provisions set forth in the agreement to be executed by the Parties (the "Agreement"), Vendor is hereby bound by the following regulations inasmuch as applicable to the activity it must perform to fulfill that same

Agreement and the Terms:

- a) Every official rule of the State, whether legal, statutory, or administrative, and be it of a general or particular nature, that governs the matter or activity core to the Agreement, in force and effect at the time of its execution, and those subsequently passed, throughout the contractual term, insomuch as they are legally applicable.
- b) Every environmental regulation directly or indirectly governing the service to be rendered by Vendor, or the works constructed, or service rendered, for the Company, and/or governing Vendor, the place of execution of the works, or the operations of the industrial plant where such works are being executed, including environmental qualification resolutions, sectoral permits, urban planning instruments, voluntary environmental commitments, and regulation on native peoples affairs, among others similar, and, if applicable, their closure. In the event of discrepancy among the various regulations, the interpretation that shall prevail will be the one entailing the highest environmental standard.
- c) The labor and social security regulations entailing obligations for the Vendor Company and its subcontractors with regard to the employees assigned to Agreement performance.
- d) Regulation set forth in the "Special Regulation for Contractors and Subcontractors" in force and effect in the Company.
- e) The entire set of special rules on certifications that the Company may have in place and that Vendor duly informs.

Even if not expressly mentioned in these Terms, in the supplementary documentation, or in the Agreement, compliance with applicable regulation shall be deemed an essential contractual element and, therefore, not fulfilling any such regulation shall entail a serious breach of the relevant Agreement.

2 INDEPENDENCE

Vendor represents being an individual or legal entity independent and distinct from the Company, for every purpose acting on its own account and at its own risk, without there being any direct or indirect ownership or joint administration relationship.

Vendor is an autonomous and independent individual or legal entity, as the case may be, with an organization, management and human resources, and materials of its own, and so it fully assumes the risk linked to its activities.

No clause herein shall be construed as the establishment of any partnership, and neither of any sort other than the commercial ties between Vendor and

the Company.

The engagement of the Service shall not create any sort of association, transient union of companies, collaboration agreement or group, joint venture, or partnership link, nor the like, between the Parties. In no case shall it be understood that there is a partnership and/or labor relationship between the Parties, nor among one of the Parties and the employees, dependent workers, directors, or shareholders of the other Party, and neither that one of the Parties has the power-of-attorney to represent the other one. The Parties shall never mislead anyone as regards their natures as independent legal entities not subject to a labor or partnership tie.

Vendor has every economic and material means, and suitable personnel for the correct and timely rendering of the services core to this agreement entered into between the Company and Vendor.

3

NON SUBORDINATION - SUPERVISION OR OVERSIGHT

The Parties hereby expressly set on record that the nature of the Agreement is that of a service rendering agreement.

The Parties represent there is no labor tie between them, nor among their corresponding personnel and the counterparty. Vendor has technical, administrative, and managerial autonomy and freedom for contractual performance, and it shall be the sole responsible party as regards the personnel it may require rendering the services, which it will do on its own behalf, on its own, and at its own risk, without the Company accepting any liability for such acts or contracts signed by Vendor.

Hence, the Company shall have no tie, nor any responsibility, whether of a labor nature or any other, with regard to the employees of Vendor Company or its subcontractors, Vendor Company bearing any and all obligations that to such ends may be set forth in standing regulation on the matter.

Vendors, their employees, contractors and/or subcontractors, if applicable, may not identify themselves as Company staff. They shall wear Vendor Company uniform, and shall clearly identify themselves as contractors or subcontractors, as applicable.

Vendor Company personnel performing tasks engaged is not and shall not be subject to the supervision or monitoring, subordination, nor labor dependency of any company other than their employer and, consequently, of any Company

employee, and neither of employees working for the latter's clients, if applicable.

Tasks to be performed shall be exclusively supervised and led by Vendor Company supervisors or subcontractors, as applicable, a capacity that must be recorded in their respective labor contracts along with the obligations inherent to said post, contracts that shall be made available upon mere request from the Company.

Given the above, should there be any claim, comment, or request with regard to the services engaged, the Company shall submit it via the appointed Contract Manager, who will interact with the Contract Manager designated by Vendor Company, and under no circumstances may any worker of the Company or of any of its clients where Vendor Company renders the services, issue any orders, apply any corrections or, in general, exercise any managerial and/or administrative act with regard to the employees of Vendor Company. In the event that any Company employee were to engage in any of the aforementioned prohibited acts, and an employee of Vendor Company were to observe such a behavior or become aware of it, the latter shall be reported forthwith to the Company Contract Manager, for the purpose of redressing the situation as soon as possible.

In the case of Service Providers under Fees, the following will apply:

- a) Service Provider under Fees will have no office, nor any other place, of his/her own within Company facilities, and may not use any materials belonging to the Company, except in the case in which he/she visits the foregoing premises sporadically for coordination matters and those specifically essential to the rendering of his/her services.
- b) In case telephone calls or documentation of any other nature addressed to Service Provider under Fees are received at the Company, they shall always be deemed addressed at him/her and not at the Company.
- c) In case Service Provider under Fees receives any order, instruction, or act of similar nature from any worker of the Company, he/she shall immediately report so. In this case, Company shall redress the situation forthwith.

4

COMPLIANCE OF LABOR AND SOCIAL SECURITY OBLIGATIONS

4.1. Abidance by the law and contractual fulfillment regarding employees.

Vendor Company is bound to the fulfillment of every obligation set forth by law (including labor, social security, tax, and health and safety obligations), in its capacity as employer of the personnel assigned to the performance of the services core to the Agreement.

Likewise, Vendor Company is bound to the fulfillment of every obligation set forth by individual and collective labor contracts with its employees.

Hence, the payment of remunerations, gratifications, social security and health contributions, withholdings, children's day care, severance compensation, discounts for tax purposes, and remaining labor and social security benefits applicable.

Vendor Company releases the Company from any liability regarding any labor and/or social security obligation it may face in respect to its employees and to sub-contracted human resources, holding the Company harmless from any claim that might affect in that regard.

4.2. Abidance by Company regulation and certification standards.

Vendor Company shall have its personnel and that of its sub-contractors abide by the rules and regulations that the Company or its clients (if applicable) may have in force and effect to access and remain in the latter's offices and/or facilities.

Vendor shall receive the Regulations on Order, Health, and Safety for Contractor Companies, which it undertakes to both fulfill and observe in its entirety, including any subsequent updates and new versions the Company may issue after the receipt of said Regulations.

Likewise, Vendors shall fully meet the special regulation on certification that the Company may have in place and that is duly informed to them.

4.3. Compliance with labor and Social Security obligations.

Vendor shall inform the Company about fulfillment of its labor and Social Security obligations as per the "***Schedule on Compliance with Labor and Social Security Obligations***", document deemed an integral part of these Terms.

5

SUBCONTRACTING

Vendor may not sub-contract services, save with the express and written authorization from the Company. The Company may require from Vendor that it informs it in writing the name of the sub-contractors that shall execute part of the works, the Company reserving for itself the right to reject any of them

without statement of cause. In order to do so, it shall use the ***SUBCONTRACTING AUTHORIZATION FORM.***

The fact of Vendor being authorized by the Company to subcontract does not free it from any of its obligations and responsibilities as regards the Company.

Vendor assumes full responsibility for the lead, quality control, and efficiency of the jobs performed by its sub-contractors, with the latter having to stem from companies or individuals with expertise on the matter. Subcontractors shall meet the same requirements as the services rendered by Vendor, and for every purpose they shall be deemed rendered by the latter.

Vendor shall be the sole responsible party before the Company for the works and services engaged, and it shall always respond for any breach or lacking compliance of any of the obligations on the part of its subcontractors.

Subcontractor shall be subject to the same conditions that the Law or the Agreement set forth for Vendors. Vendor shall ensure that its subcontractor fully meets said conditions and, especially, those requirements associated to the control of risks, quality, safety, and the environment, being accountable for any breach on its part.

Any discrepancies Vendor may have with its subcontractors shall be utterly indifferent to the Company, in its capacity as a third-party, and it may not howsoever affect the fulfillment of its obligations under the Agreement. Hence, every obligation assumed by Vendor in favor of its subcontractors shall be solved by it directly, having to hold the Company harmless from all of it, including the payment of legal fees that could be at some point required for defenses both in and out of court. Unauthorized subcontracting shall be deemed a serious contractual breach.

Complaints, trials, or other interferences resulting from the relation between Vendors and their subcontractors that hinder or turn burdensome contractual compliance, or the normal operation of Company activities shall also constitute a serious breach and shall be deemed cause enough for early termination to the Agreement.

6

LIABILITY FOR EMPLOYEE ACTS AND CONDUCTS

Vendor shall adopt in due time every step, measure and/or precaution necessary to avoid any harm to third parties. Vendor Company shall be liable to the Company for the losses or damages caused by its employees to itself or

to its clients, as well as for the losses or damages caused by its potential subcontractors and the latter's employees. Vendor Company shall fully indemnify the Company, and hold it harmless, as regards any amount the former may have to pay with regard to the losses or damages aforementioned, including potential compensations to third parties and reasonable attorney fees incurred and others applicable.

7

SAFETY AT THE JOB

Vendor is accountable for its contractors and/or sub-contractors strictly observing the legal and statutory regulation on Labor Accidents and Professional Illnesses. Likewise, Vendor is also accountable for the strict adherence to the Company's Regulation on Safety for Contractor Companies, available to Vendor and which the latter expressly represents knowing.

Vendor Company, in its capacity as employer, undertakes it to inform all its employees and those of its sub-contractors, in a timely and full manner, about the risks involved in their tasks, the precautionary measures required, and about safe work methods.

In particular, at the time of hiring personnel, or upon inception of the activities involving risks, Vendor Company shall carry out a suitable training and/or orientation for its workers regarding the elements, products, and substances to be used in the production processes or at work, regarding the identification and manipulation of hazardous elements and products, and regarding permissible exposure limits for them, on the health risks, and on control and preventive measures to be adopted in order to avoid such risks.

Vendor Company shall train its employees and those of its sub-contractors on the risks, and safe manner, of performing their job, setting written record of said training, signed by the worker to attest to having received and understood such training. In addition, Vendor Company undertakes it to provide all PPE and safety elements required by each of its employees and those of its sub-contractors to render the services, and it shall also be compelled to monitor their on-site use and to implement the relevant corrective measures the Company might instruct.

Vendor shall make changes to the services, or stall them, if something were to arise that endangered their safety or that of someone, of a workplace or its surroundings, and shall report it to the Company forthwith by whatever the means. In such a case, Vendor shall immediately adopt the necessary

measures to avoid any harm or delay in the terms committed. Then, within 24 hours, it shall send a written report of events to the Company's Contract Manager.

The Company reserves the right to, upon serious deviations from safety standards and/or operational contingencies, completely or partially stall work, without there being place for complaints, a time extension, and neither any sort of set-off to Vendor's benefit.

The Risk Prevention and Occupational Safety area of the Company, or the department or unit that may succeed it, shall visit the work site or sites, with Vendor and its subcontractors having to meet any advice formulated in that regard.

Vendor shall be the party solely and exclusively accountable for any sort of injury, accident, or damage affecting its employees and those of its subcontractors while performing the tasks directly or indirectly derived from the rendering of the services set forth in the Agreement.

Vendor Company shall forthwith and by whatever the means inform the Company Contract Manager, and in his/her absence to his/her supervisor, about any accident and incident affecting its personnel, occurred at Company facilities or, if applicable, at the facilities of its clients where the services are performed. Then, within 24 hours, it shall send a written report on the events to the Contract Manager. In the event of accidents resulting in injuries that require specialized care, the regulation on the matter then in force shall be fully met, always ensuring the care for the health and safety of the individual and the remaining workers present.

8 **SERVICE PROVISION**

8.1. General rules.

Vendor shall render the services contracted in a diligent, timely, and effective manner, to which ends it shall have every suitable personnel, equipment, and technical procedure, acting at all times on its own account and at its own risk.

Vendor Company undertakes it to have the services be rendered by the necessary suitable personnel, pursuant to the technical specifications required by the Company and the terms set out in the corresponding agreement.

In the case of Contractors, the relevant Agreement or Schedules thereto, shall state the Company site where the services are to be rendered.

In the case of Carriers, the relevant Agreement or its Schedules shall state the special requirements regarding the vehicle fleet to be used, plus the relevant insurances and permits.

Likewise, with regard to Carriers, the relevant Agreement shall be deemed suspended whenever the Carrier is not performing exactly the services recorded in such Agreement. That is, any change in route or movement out of the route of the relevant services, shall not be covered by the Agreement, and the Company shall have no liability nor any meddling in the matter.

8.2. Authorized personnel.

The services may only be rendered by Vendor Company employees previously informed in writing and whose access to the corresponding plant/facility of the Company has been expressly authorized in accordance with the relevant access protocols.

It is Vendor's obligation and responsibility to abide by the rules and procedures set forth by the Company for the entry to and exit from its plants or facilities in order to avoid this control affecting or interfering with the normal enforcement of the Agreement.

In the case of specific roles, the Company may require specific skills from Vendor Company workers, and for such skills to be evidenced by means of a certificate issued by an independent body, if applicable, and reported to the Company prior to service inception, and any time a modification to the foregoing payroll is proposed.

Company may request from the relevant Vendor Company's representative or Contract Manager the replacement of an employee of Vendor Company and/or of its sub-contractors; and, if so, the request shall be submitted in writing and granting prudent deadline to achieve such change. Vendor Company may not question such a decision, and neither may it cite it to tray and justify any delays, and the request shall not entitle to claiming any sort of damages compensation. For its part, not exercising this authority shall not mean any sort of acknowledgement as regards personnel suitability or skills.

8.3. Take-over and/or assessment of the work.

The Contract Manager appointed by the Company shall, unless otherwise stated, be in charge of taking-over and/or assessing the services, checking

strict compliance with that requested.

In the case of maintenance services for machinery or equipment, whenever Vendor deems having fully completed all relevant work, it shall ask the Service Manager for the approval or technical inspection of the service and the reception of the works.

Company may establish specific conditions of a technical nature that Vendor must meet to deem the services satisfactorily received, all of which must be specified in the Agreement or its Schedules. Should Company not grant its entire satisfaction as regards service reception, it shall issue in writing to Vendor the digressions to be solved and a prudent term to do so.

8.4. Operative efficiency and negative circumstances.

Vendor shall inform the Company as soon as it becomes aware of any circumstance that, in its opinion, may have a negative effect on the rendering of the services under the terms and conditions set out in the Agreement, and on the fulfilment of its contractual obligations.

Vendor undertakes it to periodically check the rendering of the services along with the Company, so as to increase operative efficiency.

8.5. Continuity of services.

Continuity of services within the time frames set out in the Agreement is a material element for the Company to have entered into the Agreement.

In case of unforeseen unavailability of the Vendor or unforeseen failure of it equipment, the latter may request in writing a tolerance period in order to restore the continuity of the services, which must be duly justified and may or may not be approved by the Company. Approval of the tolerance period by the Company shall not imply a time extension of the contractual term.

Should Vendor stall the rendering of the service due to equipment failure or otherwise, the Company shall be entitled to use replacement equipment, or to take charge of equipment operation, directly or through third parties, for as long as it may deem fit and, in any case, until Vendor can normally resume services, all of which shall be borne by Vendor. In these cases, Company may discount from pending payments to be made to Vendor every cost or expense incurred to operate, maintain, or repair the equipment, notwithstanding all other rights Company may have pursuant to the Agreement and the law.

8.6. Service check-up.

The Company shall be entitled to check at any time the way in which the services are being rendered, to which ends Vendor shall grant every applicable assistance.

The Parties may agree upon a service quality measuring and assurance system that gauges, for example, service level, equipment availability, industrial safety, etc. The foregoing system must be aimed at the continued improvement of the service and shall include the setting of standards and operational goals.

Should Company so request it, Vendor shall submit, in writing and within a month from being asked for it, a detailed proposal for the service quality measuring system. A lack of response to this request will be deemed a serious contractual breach.

8.7. Tools.

Vendor shall use machinery, equipment and tools belonging to it, or which are legitimately at its absolute disposal; however, if in order to facilitate the execution of the service central to the Contract, the Company were to provide equipment, materials, tools, or any other assets to Vendor, these will remain in commodatum, for the duration of the Agreement, after inventorying and record of delivery and receipt signed by the Parties, with Vendor being as of that moment responsible for their conservation and care, with the obligation to return them upon the termination of the contract and being liable for any damage or loss which is not caused by force majeure or an act of God, or by the natural wear and tear of their legitimate use.

In order to guarantee the best material and operational conditions of the works, Vendor undertakes it to use only materials, supplies, machinery, tools, and equipment in perfect state, of a certified quality, and fitting the requirements set forth in the Agreement. The Company may object to any machinery, equipment, or tools it deems unsuitable for the purposes of the Agreement and demand their replacement. Likewise, it may, via the Contract Manager, order that Vendor immediately stops any machinery or equipment upon evident lack of suitability on the part of the operator, and demand such operator be replaced forthwith.

In case Vendor stores tools or equipment in Company facilities or premises, it will do so at its own risk. The Company will not be liable for damages or losses

that may be caused to such assets. Additionally, in such case, the Company may require at any time the withdrawal of such assets from its facilities, without any compensation for Vendor.

8.8. Access to systems.

Vendors having access to Company computer systems and the like, agree to use them exclusively for the purposes indicated in the Agreement. They agree, as well, to keep under reserve and confidentiality the information they may access because of using the systems, guaranteeing that their employees or subcontracted personnel shall also use them only for said purposes and will be subject to the same obligation of reserve, with Vendor being liable for any breach thereto. Likewise, Vendor shall ensure the passwords the Company provides to access the systems maintain their characteristics as personal and nontransferable. Vendor undertakes it to cease use of Company systems once the Agreement ends, having to inform the Company once it does so.

Use of these systems for personal ends or any other than those stated in the Agreement shall constitute a serious contractual breach and shall entitle the Company to terminate the Agreement forthwith, without any court proceeding and no right to compensation.

9

DIVERSITY AND INCLUSION

Respecting the autonomy of Service Provider, Softys states its intention of being acknowledged as a company that focuses on caring for people and their needs, respecting their differences, and fostering both diversity and inclusivity. To such ends, it works on non-discrimination through diverse, safe, and flexible spaces in which employees may express themselves freely and develop their potential and talents to the most, which enables advancing innovation key to meet our corporate promise of "innovating for your care". In that sense, SOFTYS fosters female representativity and that of individuals with a disability as actions to be implemented by its Service Provider.

10

PRICE AND METHOD OF PAYMENT

10.1. Price.

The Parties set it on record that the price of the Agreement shall not be increased in any way, except through the express and written agreement of the Parties.

The prices of the works or services shall only be subject to a readjustment if

expressly set forth in the Agreement. In case of considering the application of some sort of increase to the prices of the works or services, the period for readjustment (monthly, quarterly, semi-annual, or annual), the relevant indicator(s) (CPI, UF, Dollar, Oil, or otherwise) shall be expressly indicated, as well as the reference to the source of the indicator(s) and, where applicable, the algorithm that combines 2 or more indicators.

The potential readjustment method must consider the indicators and a frequency which reflect, in the best possible way, the price variation of the most significant resources in the cost structure of the works or service. The readjustment will be applied both in a positive sense (price increase) and a negative one (price reduction).

The contractual price shall be paid solely and exclusively on behalf of Vendor, via nominative payment or transference to a banking currents account of its exclusive nomination, except in the case of invoice assignment.

10.2. Form of payment.

Invoices applicable for services agreed shall be paid specifically on the days set forth in the Agreement.

Payment of the price set forth in the Agreement shall be made provided the requisites and submittal of documents described in the "***Schedule Compliance with Labor and Social Security Obligations***" are all met. Should the latter not be met, the Company may exercise its right to withhold and pay by subrogation, pursuant to legislation in force and effect.

The invoice shall be issued specifically by Vendor and must accurately include the charge for the relevant period. The invoice shall meet every legal requirement applicable at the time of issuance, and may be issued either in hardcopy or electronically, unless the law instructs some method in particular.

Should this information not be supplied, or if the corresponding documents were not enclosed, the relevant payment shall not be made.

However, should Vendor be affected by an Act of God or force majeure event, as per the terms set forth in sections 18 onwards, and compliance of its obligations were therefore suspended, the Company may likewise suspend compliance of its own payment obligations for the duration of the Act of God or force majeure event.

11.1. Insurances.

The minimum requirements in terms of insurance, which Vendor must fully meet, are detailed in the Schedule ***"Insurance clauses works, services, supplies, and sales for companies of Grupo CMPC"***, which is deemed an integral part of these Terms. The foregoing notwithstanding Vendor obligation to take out and keep valid those insurances that applicable legislation requires.

Whenever the foregoing Schedules uses the term "Principal", it means the Company; and whenever the word "Contractor" is used, it means Vendor. The Company reserves the right to accept or reject the insurance policies and companies proposed by Vendor if coverage conditions were not to meet the needs and requirements set forth by the Company. Likewise, if Vendor does not propose an insurance policy in a timely manner, or if it does not provide an insurance policy in terms satisfactory to the Company, the latter may take out the corresponding insurance, and the cost be fully borne by Vendor, with authorization to make the relevant discounts from any payments to be made to Vendor for the services rendered under the Agreement.

11.2. Securities.

Should any securities be agreed upon, their characteristics, amounts, validity, and remaining conditions, shall be determined in each Agreement and corresponding Schedules.

Notwithstanding the foregoing, throughout the duration of the Agreement, the Company may require Vendor to update and/or replace the security granted, on account of the changes in the nature of the service. The time frames for said replacement and/or update shall be agreed among the Parties, thus avoiding any damages that might be caused to each of them; there shall never be a moment in which there is no valid security. An unjustified delay by Vendor shall enable the Company to withhold the amount of the price increase agreed, up until due replacement and/or update.

The purpose of securities is to ensure faithful, correct, and timely compliance of each and every obligation assumed by Vendor, unless the Parties set forth in the Agreement that securities have a different, or additional, purpose.

They shall be kept valid throughout the duration of the Agreement, with validity ceasing prior to contractual termination date being a serious breach of Agreement by Vendor.

The amounts set in the securities do not, and shall not, limit Vendor liability for breaches of its contractual obligations.

The costs of the Bank Certificates of Deposits to Guarantee Performance, as well as any of their renovations or extensions, will be of the exclusive responsibility of Vendor.

Vendor is hereby strictly forbidden from launching any sort of proceeding, in or out of court, aimed at blocking or preventing the relevant security from being cashed, which shall be considered a serious contractual breach that, therefore, entitles the Company to immediately call early termination of the Agreement, without there being need for a trial and no place for any sort of compensation. Likewise, in such a case, Vendor shall be liable for all damages its acts may cause the Company, the works and, in general, anyone.

12 CHARGES, TAXES, LEVIES, DUTIES AND FEES

All expenses incurred in the performance of the services will be borne exclusively by Vendor, including, but not limited to, the materials and equipment used, whether for operative or health and safety purposes, the remuneration of its employees and/or subcontractors, commuting costs and, in general, any expense incurred to said end, unless otherwise expressly agreed upon by the Parties.

Except in the case of the Value Added Tax (VAT), which shall be regulated in each Agreement to be executed, those taxes that, pursuant to regulation in force and effect, correspond to and are generated, directly or indirectly, in the fulfilment and enforcement of the Agreement or the commercial activity to be carried out, shall be borne by Vendor. Vendor shall withhold, file, and pay all taxes, customs duties, and other rights, fees and territorial taxes that they must, pursuant to Law, withhold, file and pay because of the Agreement entered into and the services rendered, as well as all taxes, social security and labor contributions instructed by law or regulations in respect of the remunerations or other incomes paid to their employees, as well as their indexations, penalty interests, fines and sanctions; therefore having to hold the Company harmless from any claim that might affect it with regard to any of the foregoing matters.

Vendor shall certify to the Company, every time the latter so requires it, the timely compliance with said obligations, by means of the relevant receipts.

13 ENVIROMENTAL CARE, REGULATORY COMPLIANCE AND PREVENTION OF

ENVIROMENTAL AND HEALTH DAMAGE

Vendor shall, throughout the duration of the Agreement, zealously look after and protect the environment and public health wherever it renders its services, with strict adherence to applicable laws, regulations, environmental qualification resolutions, sectoral permits, and standards on environmental, sanitary, urban, indigenous and health matters, as well as any policy the Company may implement or establish on the matter.

Vendor undertakes it to prevent the occurrence of any contamination, adopting every preventive measure applicable, and to immediately notify the Company as soon as any sort of polluting event occurs, whether or not related to the services Vendor performs.

Then, within the following 24 hours, it shall send a written report of the events to the Company's Contract Manager, including detailed information of the event and indicating the measures adopted to control and mitigate the situation.

Contracting Party's obligations, restrictions, requisites, limitations, duties, and remaining components of every rule, instrument, resolution, or permit applicable to the services retained, to the Company, to Vendor, to the place where the works are being executed, or to the operations of the industrial plant where they are carried out, including environmental qualification resolutions, sectoral permits, urban planning instruments, voluntary environmental commitments, regulation on native peoples affairs, among others similar.

In particular, Vendor shall take the maximum precautions with regard to the generation of risks and display all necessary efforts for such purpose, giving immediate notice to the Company of any incident or fire risk that may arise. Then, within the following 24 hours, it shall send a written report of the events to the Contract Manager of the Company, including detailed information of the fire and indicating the measures adopted to control and mitigate the situation.

The generation of risk of damage to the environment and/or fires will constitute a grave breach of these Conditions and of the Agreement, irrespective of the scale of the risk. As such, the Company shall be entitled to terminate the Agreement early and/or to collect the fines and securities that apply, notwithstanding other rights it may have pursuant to the Agreement 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 environmental and sanitary regulations or obligations set out herein.

14 COMMUNITY LIAISONS

The Company seeks to foster the development of the communities neighboring its productive plants, and it makes a serious and proactive effort to approach, work together, and have an open doors policy with the surrounding community.

In that sense, it promotes the idea of Vendor Companies making their best efforts to use as many local resources as possible, giving preference to the personnel, materials, supply of goods, services, and items coming from said zones, provided they meet the technical, commercial and execution conditions required.

Vendor shall always keep a respectful attitude towards the local community.

In such sense, in case Vendor encounters complaints, concerns or worries of the community surrounding the Company, it shall promptly inform the latter, in accordance with the communications system included in the Agreement.

15 SUSTAINABLE DEVELOPMENT

The Company seeks a standard of excellence in every aspect of its business, fostering the development of the latter within a context of ethics, fairness, integrity, and dignity, both as regards individuals and the environment.

It favors a work environment that is respectful of people's basic rights, allowing for the development of their talents, knowledge, and skills without any sort of discrimination, and always in adherence to standing legislation.

Given the foregoing, in rendering the services core to the Agreement, Vendor commits to making its best efforts in order to foster and observe the following:

- a) Meeting every regulation in force and effect in the country or overseas, wherever the Agreement is enforced.
- b) Meeting every provision set forth herein, making its best efforts to observe the values and principles on which these Terms are based.
- c) Ensuring an unconditional adherence to our Corporate Ethics, without ever

offering, and neither paying, any sort of bribe, mot inside the Company, not to third parties, public officials, or private individuals, nor offering any kind of payment to attain any sort of advantage.

- d) Fostering and offering a workplace free from any sort of discrimination due to ethnicity, skin color, gender, age, marital status, unionization, religion, political opinion, nationality, ancestry, socio-economic status, language, beliefs, participation in trade organizations, sexual orientation, gender identity, affiliation, physique, condition or disability or social origins, always fostering equal opportunities and a respectful treatment in the job.
- e) Fostering and offering a workplace free from any kind of harassment or other forms of abuse
- f) Respecting human rights and forbidding any type of hard labor or mandatory work.
- g) Employing individuals that are legally suitable to work, making its best efforts to foster the engagement of diversity among personnel. Being always banned from hiring individuals below the legal age (minors).
- h) Fittingly treating individuals with dignity, ensuring compliance with labor and Social Security regulation, and offering appropriate and fair salaries and working hours.
- i) Respecting workers' freedom of association and unionization.
- j) Rendering the services while adopting the necessary measures to protect the environment, and in strict adherence to every environmental law, regulation, resolution, permit, provision, and standard.
- k) Meeting the safety and quality standards required from its products and services.

16 INTELLECTUAL AND INDUSTRIAL PROPERTY

Vendor declares and guarantees as follows:

- a) That the services rendered pursuant to this Agreement do not violate, nor shall violate, without limitations, any industrial or intellectual property right of third parties, with Vendor having to keep in good standing all its industrial or intellectual property rights associated to the services rendered, throughout the duration of the Agreement. It also states that it holds all the necessary licences, authorisations and rights relating to the technologies, tools, software, algorithms, databases, content and other elements used to provide the services.
- b) That if at any time after the date of execution of this Agreement, without limitations, the Company were subject to claims, requirements or complaints of any kind, based on the allegation that the services core to this Agreement breach industrial or intellectual property rights, whether trademarks, distinctive signs, patents, models, designs, or industrial

drawings, trade secrets, works, software, data bases, without the foregoing list being exhaustive, Vendor shall be forced to make, at its exclusive cost, the necessary or advisable modifications so that the services cease to breach said intellectual or industrial property rights, without affecting the operation and performance of the plants, and neither the fulfilment of its obligations pursuant to the Agreement;

- c) That, in the event foreseen in letter b) above, it shall protect (including the delivery of all records necessary for the defense of the interests of the Company) and shall hold the Company and its related companies harmless from any and all losses and damages caused by said breach, including reasonable legal fees.

Every such procedures, methods, inventions, patents, models, designs, drawings, industrial secrets, domain names, works, computer programs (including source and object code), algorithms, artificial intelligence models and their outputs, automation processes, interfaces, databases, trademarks and in general any right protected or protectable by intellectual or industrial property rights, whatever their nature, created or triggered by the rendering of the services, shall be deemed, for every purpose, property of the Company, unless the Agreement states otherwise;

Consequently, Vendor shall do everything pertinent for the respective privileges or intellectual or industrial property rights to be acknowledged and recorded in the relevant registries (if applicable), as Company property, and execute every document necessary to confirm the intellectual or industrial property of Softys. Likewise, Vendor shall be compelled to execute with subcontracting third parties and employees clauses of a nature at least equivalent that enable Vendor to ensure fulfilment of these obligation in matters of intellectual and industrial property. The Vendor undertakes not to claim any moral or proprietary rights to such creations, developments or works, and to expressly and irrevocably assign to the Company all present and future rights thereto.

Softys shall never grant Vendor any rights in respect of any trademark, patent, copyright, trade secret, or any other intellectual or industrial property right it may hold, save inasmuch as strictly necessary to meet the purpose of the services and provided it is expressly set forth in the Agreement. Such rights shall always be limited, non-exclusive, non-transferable and revocable.

On the other hand, Vendor may not, without prior written consent from the Company:

- a) Use the name, corporate name, or commercial brands registered by

the Company on any product, advertisement, and neither in any communication to the public, in any format whatsoever, except when necessary to enforce the Agreement (a matter to be expressly set forth in the Agreement);

- b) Launch any advertising campaign or announcement regarding the Agreement, the services performed, or any related activity;
- c) Take photographs, make videos, or record any of the assets belonging to the Company; and
- d) Use or disseminate images, names, brands, trademarks, logos or any other distinctive element of the Company in physical or digital media, on social media, in customer portfolios, in commercial presentations or for other promotional purposes.

Vendor shall require from its employees and subcontractors fulfilment of these obligations, assuming full liability in the event of breach.

17 PERSONAL DATA PROCESSING

In the course of negotiating and executing the Agreement and its annexes, Softys may process the "Personal Data" of the Supplier 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 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 Supplier 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**

The Agreement and the rights and obligations set forth in it may not be the subject of assignment or transfer to third parties, and neither may securities, pledges, or other liens be established over it, without prior written authorization from the Company, notwithstanding the right to assign invoices duly accepted by the Company pursuant to applicable law.

Breaching this provision shall be cause enough for the Company to terminate the Agreement early, without Vendor being entitled to any sort of compensation because of it.

For its part, the Company may assign the Agreement to any subsidiary or affiliate, in which case it shall remain liable for the obligations set forth herein, inasmuch as it does not inform Vendor about said assignment or transfer.

19 **FORCE MAJEURE OR ACT OF GOD**

Force majeure or Act of God shall be understood as an unforeseen occurrence or event that is beyond the control of the Party invoking it and impossible to withstand. It shall also be understood that the Act of God or force majeure must be of a nature such that prevents full compliance of the duty, and not one that makes its fulfilment harder or dearer.

The Party affected by an Act of God or force majeure event shall adopt every measure it reasonably can, and which allows it to reduce its effects.

The occurrence of an Act of God or a force majeure event will have the effect of suspending enforceability of the obligations which execution is rendered impossible due to such cause. The Party affected by an Act of God or force majeure shall inform such circumstance to the other Party as soon as possible through any means whatsoever and, as soon as conditions so allow it, with a 3-day deadline, it shall inform in writing about the details of the impact the situation shall have on the development of the commission, and the estimated duration.

In case enforceability of one or more of the obligations of a Party under the Agreement were suspended due to an Act of God or force majeure event, and such impediment were not lifted within a 10-day period, the other Party shall be entitled to terminate the Agreement early, without there being need for a trial and no right to claim any sort of compensation or set-off. Sending a communication to the other Party in the terms set forth in section 28 below, stating the will to exercise such right, shall suffice to terminate the Agreement.

Moreover, express record is hereby set of the fact that a legal or informal strike, with or without occupation of Vendor facilities, shall not constitute an Act of God, nor a force majeure event, and neither will be the case for resolutions sprang from any competent authority, whenever their origin may be found in acts or omissions by Vendor or its contractors, subcontractors, or their respective personnel, and which breach standing legislation and prevent or make harder for it, for any period of time, the full and timely compliance with

its obligations.

The burden of proof as regards an Act of God or force majeure event falls on the party invoking it.

20 INDEMNITY

Vendor agrees to indemnify the Company and hold it harmless from any and all loss or damage, including consequential damages, loss of profits (lucrum cessans), losses, expenses, costs, fines, penalties, compensations, interests, reasonable attorney fees and legal costs the Company might endure, or which it may incur or bear, on account of something attributable to Vendor, its employees, or its subcontractors, or the latter's employees, or resulting from contractual performance by Vendor.

Thus, Vendor shall indemnify the Company and hold it harmless from any action that third parties may file against it on account or because of the Agreements executed, their performance, or enforcement.

Any loss or accident occurred to Vendor's employees or third parties during and because of the rendering of services, be it due to willful misconduct, gross negligence, or accidental acts, be them, directly or indirectly, performed by third parties, Vendor, its employees, subcontractors and/or the latter's employees, the Company not being in any way liable as regards such acts.

Likewise, Vendor undertakes it to assume every expense for representation and/or defense costs, including legal and advisory fees the Company may have to incur as a consequence of any such complaint, claim, ruling, lawsuit, administrative and/or judicial proceeding, or report filed against Vendor and/or the Company due to an action or omission arisen because of the Services. Vendor shall assume every expense and/or cost even after the commercial relationship with the Company has come to an end.

Vendor shall send to the Company a copy of any fine, claim, and/or complaint of an nature associated to the services core to the Agreement, as soon as it receives it, being the sole and exclusive liable party bound by them.

If as direct debtor, or as joint and several or secondary debtor for Vendor, on any account associated to acts or omissions by Vendor and/or its employees, the Company were forced to pay any sums, Vendor shall refund it forthwith and the Company shall be entitled to immediately recover the amount paid,

applying the fines and securities set forth in the Agreement and/or to administratively withhold and deduct, without a proceeding mediating, any amounts that the Company owed to Vendor by itself or on account of third parties, and/or, as the case may be, to directly pay creditor on behalf of Vendor, it being understood as expressly authorized to do so, notwithstanding the exercise of the reimbursement actions or of the actions provided by any applicable general rules if Vendor failed to pay or return the corresponding aggregate amount and the Vendor securities or funds in possession of the Company were insufficient.

Said Vendor liability shall extend even to those cases in which, the respective risk being insured, insurer refused to pay for resulting damages.

21 IRREVOCABLE POWER-OF-ATTORNEY

If the existence of a debt of Vendor with any of the subsidiaries of the Company were confirmed throughout the duration of the Agreement, whether for an obligation of reimbursement, money refund, payment of a price, a fine, or for any cause or, alternatively, if it were confirmed that Vendor has a debt with its employees, the Company may withhold from any payment statement the amount necessary to pay such debt, and will directly pay it on behalf of Vendor, being hereby established that it has authorities enough to do so.

Omitting this payment procedure does not entail any sort of liability for the Company, nor a waiver of its right. It shall not constitute, either an excuse for Vendor as regards its payment duty.

This mandate is irrevocable, as it is conferred in the interest of a third party. The unilateral revocation of this mandate by Vendor, or the impediment the latter may itself generate for the payment to be made, shall constitute grounds for immediate termination of the Agreement, without a trial mediating, nor any right to compensation.

22 CONFIDENTIALITY

For the purposes of these General 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 terms and 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 terms and 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.

Upon termination of the Contract, the Supplier shall delete any Confidential Information provided by Softys. If Softys requests it, the Supplier shall issue a certificate attesting to this deletion within 10 business days of the request being made, unless the Supplier is obliged to keep this information due to legal or regulatory requirements.

23 NON-EXCLUSIVITY

Unless otherwise provided in the Agreement, neither Party shall be subject to a exclusivity obligation, both Parties being authorized to engage with any other and to render, as the case may be, the services core to the Agreement or any other, at their sole discretion.

24 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 briber 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

25 **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..

26 **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.

27 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.

28 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.

29 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 Terms and Conditions, which includes the specific rules for each country.

30 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 terms and 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 Terms and 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.

31 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.

32 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 Terms and 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 Terms and Conditions are found to be invalid, this will not invalidate the Contract or the Terms and 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.

33 DOMICILE AND JURISDICTION

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

COMPLIANCE WITH LABOR AND SOCIAL SECURITY OBLIGATIONS

FIRST. OBJECTIVE

The purpose of this Annex is to establish a control system for the company's contractors and vendors, ensuring compliance with labour and social security obligations for their employees.

SECOND. VENDOR'S OR CONTRACTOR'S RESPONSIBILITY

Any personnel hired by the Supplier or Contractor Company to carry out the work or service shall be employed in their name and at their own expense and risk. They shall depend solely and exclusively on the Supplier or Contractor Company for all legal purposes, and shall have no legal relationship with the Company whatsoever.

The Supplier undertakes to comply with labour, social security and tax obligations arising from the aforementioned labour relations, including remuneration, compensation and any other benefits to which the aforementioned personnel are entitled for the work they perform. The Supplier shall also be liable for the payment of fines and any other penalties applied by labour, social security or tax authorities, as well as for compensation for breach of obligations, accidents, illnesses or damages that these workers may experience in person or to their property as a result of the execution of the work or service.

THIRD. COMPANY RIGHTS

In accordance with Articles 183-B and subsequent articles of the Labour Code, and to prevent or limit potential liabilities that may be incurred by the Company with regard to the Supplier's employees or subcontractors, the Company shall have the following rights:

A. Right to Information:

The company has the right to be informed by the contractor company about the amount and status of compliance with labour and social security obligations with respect to their workers, as well as the same type of obligations that subcontractors have with their workers.

To make this right effective, the following control mechanisms have been established:

A.1 Information at the start of the contract

At the start of the contract, the contractor must provide the following information about the workers assigned to the contract:

- a) The contact details of the Contract Administrator, including their name address, email address and telephone number.
- b) The payroll of personnel to be used on the contract.
- c) A physical or electronic copy of the labour contracts, duly signed by both parties.
- d) The internal rules of order, hygiene and safety of the contracting company.

The Contractor shall deliver the aforementioned information to the Company at the time of signing the Contract, or within five days of signing.

A.2 Monthly Information

Throughout the term of the contract, the Contracting Company shall deliver the following information on a monthly basis in relation to the workers assigned to the contract:

- a) An updated payroll for direct or subcontracted personnel who will be providing services to the company in the respective month.
- b) A physical or electronic copy of the labour contracts of personnel hired after the start of the contract.
- c) A physical or electronic copy of any contract modifications or annexes signed during the term of the contract.
- d) A physical or electronic copy of the employment settlement contract duly signed by the parties and validated before a minister of faith.
- e) A copy of the Certificate of Compliance with Labour and Social Security Obligations, issued by the Labour Directorate (Form F-30.1).
- f) Documents proving that the contractor company is complying with its duty to protect its employees:
 - (i) Compliance with the Right to Know.
 - (ii) Certificate of delivery of personal protective equipment.

The Contractor Company must provide evidence of compliance with labour and social security obligations, including the payment of legal indemnities for the termination of employment contracts, for its own workers and those of its subcontractors. This evidence must take the form of certificates issued by the relevant labour agency or other entities or institutions authorised by law, in accordance with Article 183-C of the Labour Code.

The document referred to in letter e) must be submitted before the invoice can be paid. If the relevant certificate is not submitted, the company is entitled to withhold

payment of the invoice until the certificate is submitted.

The other documents must be submitted within the first 10 days of each month.

The Contractor may not use a copy of the social security contributions declared but not paid as proof of compliance with their obligations, and shall only be considered to have complied with these obligations upon delivery of a copy of the payments actually made.

Any settlements that are submitted for monthly review without the signature of the employee and/or the Ministers of Faith as stipulated by law shall be considered unpaid. This will result in remuneration debt and entitle the Company to make withholdings and payments.

A.3 Random Information

Without prejudice to the information to be provided at the beginning and during the term of the contract, the Company may at any time request the following from the Contractor: employment contracts; documents evidencing the payment of remuneration; social security declaration and payment forms; and attendance and workday control records of the Contractor's and Subcontractors' personnel. The Company may also request any other information, documents or records.

In addition, the Company may conduct audits at any time during the term of the contract, requesting original documents or copies of those sent for review and validation.

The Contractor shall deliver the requested documentation to the Company within five calendar days of the Company's written request.

The Company reserves the right to request additional information from the Contractor, such as social security contribution forms, a certificate of tax debts issued by the relevant Provincial Treasury, and a cancelled copy of Form 29 (Simultaneous Tax Return and Payment), or similar, as applicable.

Additionally, the Contractor authorizes the Company to request information on its tax situation and/or tax debt certificates issued by the pertinent Provincial Treasury; to request information on its labor situation from the Labor Inspection or other institutions; and authorizes the Company to access its status in DICOM Full including financial, commercial and corporate information.

A.4 Direct Information

Similarly, at any time and even after the Contract has been terminated, the Company may request information directly from the social security, labour, mutual benefit, health and other relevant agencies to ensure that the Contractor has complied with labour and social security obligations arising from the execution of the work or service covered by the Contract. To this end, the Contractor hereby grants the Company power of attorney and undertakes to sign any additional documents necessary to exercise the aforementioned right to information.

B. Lien:

If the Contractor or subcontractor fails to deliver the aforementioned documents, fails to promptly accredit full compliance with labour and social security obligations, is found to be non-compliant in the review, or registers claims or debts in the respective certificates, the Company may withhold the amounts corresponding to the observed non-compliances from the Contractor's payment statements until the situations are regularised. The Contractor will not be entitled to any readjustments, interest or indemnification.

The Company may withhold sums from the Contractor's payment statements, invoices and credits in the event of non-disclosure, late disclosure or incomplete disclosure, in order to prevent possible joint and several and/or subsidiary liability.

Likewise, the Company shall be entitled to withhold sums claimed from the Contractor Company, reported to it by the labour agency, competent court, Social Security or other public or private agency, from the payment statements and/or guarantees of the Contract, until their regularisation is accredited with a certificate from the respective institution.

The Contractor shall have the same right with respect to its Subcontractors.

C. Payment by subrogation:

The Company shall be authorised to pay the amounts owed to the workers or social security institutions by subrogation, with these amounts being deducted from the Contractor's payment statements, invoices, credits and/or other withholdings or guarantees. The Contractor will also be provided with documentation evidencing these payments. The service providers expressly authorise the company to carry out the aforementioned payment by subrogation in a conventional manner.

If the Company pays an employee of the Contractor and/or a social security

institution, this shall be deemed to fulfil and extinguish any obligation, invoice and/or credit that the Contractor may have against the Company up to the amount paid, in accordance with Articles 1568 and following of the Civil Code..

D. Other rights of the Company:

Without prejudice to the aforementioned rights, if the Contractor or Subcontractor fails to comply with their labour and social security obligations, the Company may also:

- a. Reprimand the Contractor.
- b. collect the fines set out in the Contract;
- c. Terminate the Contract without the right to indemnification of any kind; and/or
- d. Make the Bank Guarantee Bond or any other guarantee constituted by the Contractor Company in favour of the Company effective, including withholdings and others, in other contracts entered into with the Company.
- e. Agree and sign, in the name and on behalf of the Contractor Company, settlements before a notary public, labour inspectorate or any other notary public.
- f. Denounce non-fulfilment to the Labour Inspectorate, providing details of the withholdings made for the relevant purposes.

The parties declare that the company shall exercise the same rights in relation to the obligations that any subcontracting companies may owe to workers performing the contracting company's services.

The Company shall act through its agents and inform the Contractor in writing of the steps taken in relation to this matter. For the record, it is stated that the Company's exercise or non-exercise of the aforementioned powers and mandates is optional. If the Company does not exercise them, it shall not assume any liability with respect to the Contractor or third parties. Such a situation shall not be interpreted as a waiver of the Company's right to exercise these powers.

ANNEX II

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 terms and 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 III

INSURANCE, WORKS, SERVICES, SUPPLIES AND WORKS CLAUSES

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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. All policies contracted directly by the Contractor, their subcontractors and/or advisors must include a clause stating that the insurer will not modify or cancel the policies before the end of the contract unless written authorisation is provided by the principal. This applies until the policies and/or their extensions expire.
- 2.5.8. During the execution of this type of contract, the Contractor must immediately inform the Principal of any incident affecting the validity or conditions of the insurance policies described in previous clauses, as well as of any modification that could imply a breach of said clauses' provisions. The contractor must also cooperate with the principal's employees, agents, representatives or persons authorised by the principal.
- 2.5.9. 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.
- 2.5.10. 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.
- 2.5.11. 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.