

**JPMorgan Chase Bank, National Association
Purchase Order Terms and Conditions**

1. Purchase Order Terms and Conditions. These purchase order terms and conditions (“**T&C**”) are effective as of the date (“**Effective Date**”) on the Ordering Form (as defined below) and govern any transactions for products and services to be provided to us (“**Deliverables**”) between you (“**Supplier**”) and JPMorgan Chase Bank, National Association, and/or one or more of its Affiliates (individually or collectively, “**JPMC**”, and each, a “**JPMC Entity**”).
2. Ordering Form Applicability. The specific details of the Deliverables are provided on the ordering form (including any schedule or statement of work attached to it “**Ordering Form**”) and these T&C are incorporated by reference into the Ordering Form. Each Ordering Form is a separate agreement between Supplier and the JPMC Entity on behalf of whom that Ordering Form is issued and only that JPMC Entity will be liable for obligations under that Ordering Form. The benefits of any Ordering Form extend to the JPMC Entity that issues the Ordering Form and to other JPMC Entities/Affiliates, customers, employees, suppliers, business partners and divested companies including as may be described in that Ordering Form. By performing pursuant to the Ordering Form, Supplier agrees that all transactions between JPMC and Supplier are governed by these T&C. In the event of any inconsistency between the Ordering Form and these T&C, these T&C control.
3. Other Agreements. Except for the commercial business terms contained in the Ordering Form, any additional or different terms or conditions contained in any quotations, acknowledgments, invoices or other documents are null and void.
4. Definitions. The term “**Affiliate**” means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party; one entity “**controls**” another entity if it has the power to direct the management and policies of the other entity. The term “**including**” means including without limitation. The term “**days**” means calendar days. The term “**Business Day**” means Monday through Friday, excluding any official holidays applicable to the JPMC Entity issuing the Purchase Order. The term “**Agent**” means third party consultants, outsourcers, contractors and other service providers. The term “**Intellectual Property Rights**” means, collectively, any patent, copyright, trade secret, trademark or other intellectual property or proprietary rights. The term “**Supplier Personnel**” means, collectively, Supplier’s employees and the personnel of any Supplier Agent, representative or subcontractor providing Deliverables.
5. Books and Records. Supplier agrees that it will keep accurate books, records, and accounts in connection with its performance under the Ordering Form. Supplier will make its records and systems (as applicable) available to JPMC, its third party auditor (who is bound by a confidentiality agreement) or a JPMC regulator, upon reasonable advance written notice.
6. Notices. All notices must be in writing and will be deemed given only when sent by first class mail (return receipt requested), hand-delivered or sent by a nationally recognized overnight delivery service to the party to whom the notice is directed, at its address indicated in the applicable Ordering Form. Supplier will promptly notify JPMC of any occurrence that affects Supplier’s ability to materially perform its obligations to JPMC, including any act or omission that compromises the integrity of JPMC data, including unauthorized intrusion into the systems containing JPMC data. Supplier shall send a copy of all notices to JP Morgan Chase Bank, N.A., Avenida Apoquindo 2827, piso 13, Las Condes, Santiago, Attention: Global Supplier Services. The notice must specify the applicable Ordering Form number.
7. Independent Contractor. Supplier is an independent contractor and will at its own expense timely pay to or on behalf of Supplier Personnel all compensation, benefits, taxes, insurance or assessments.
8. No Publicity. Neither party shall furnish the name, trademark or proprietary indicia of the other as a reference, or utilize any of the foregoing in any advertising, announcement, press release or promotional materials.
9. Price and Invoices. The Purchase Order price will be fixed and will not be subject to any adjustment. This price will include all expenses and costs of the Supplier defrayed in providing the Deliverables (such as the required skilled personnel, supervision, quality control, tools, equipment, work materials, inputs, permits that may be required from the authority and everything needed for a correct, complete and timely execution of the work), except for those indicated in the Purchase Order, if any, to be specifically the expense of JPMC or for expenses previously approved by JPMC. Save provided otherwise in the Purchase Order, all resulting taxes will be the Supplier’s expense.

Supplier will invoice JPMC as specified in the Ordering Form and the JPMC Supplier Invoicing Guidelines (a current copy is located at <https://www.jpmorganchase.com/corporate/About-JPMC/ab-supplier-relations.htm>).

When required by law, invoices issued by Supplier must be accompanied by a supporting certificate of payment of social security, health insurance and other employer obligations (article 183-C of the Labor Code), issued either by the Labor Inspection Bureau (certificate F30-1) or by any competent entity or institution. An appendix must be attached to the certificate containing the list of employees to be certified for the corresponding period.

JPMC will have the right to suspend or withhold payment of any invoice in the following cases:

- (i) the Supplier, its subcontractors, employees of any thereof or the Deliverables cause damage to the facilities, equipment or assets of JPMC in general; (ii) damages occur, claims are filed or fines or penalties are imposed by the authority in direct relation to the Deliverables or as a result of Supplier actions or omissions; (iii) Supplier does not perform any of the obligations imposed upon it by law, the Purchase Order or these T&C, especially, but not limited to, obligations related to quality, quantity and timing of the Deliverables; and (iv) if evidence can be requested by law, Supplier does not accompany evidence of fulfillment of social security, health insurance and other employer obligations or does provide such evidence but JPMC confirms that Supplier did not fulfill said obligations in respect of employees. In these cases, JPMC may apply the withholdings, without further proceeding or any court or arbitral decision, toward the reparation and redress of such damages. This notwithstanding, if a withholding is made because the Supplier did not fulfill its social security, health insurance and other employer obligations

in respect of its employees, JPMC will allocate the withholdings towards payment of any such unpaid obligations, either directly to the Supplier's employees or to the respective agencies. However, any suspension or withholding of invoice payment will be null and void if Supplier monetarily cures and/or satisfies such violations and defaults to the full satisfaction of, and within the deadline set by, JPMC.

10. Taxes. Unless otherwise agreed upon in the respective Ordering Form, all taxes derived from the Ordering Forms and these T&C will be paid by the Supplier. The Supplier, in its capacity as employer, hereby commits to withhold all taxes as applicable to its dependents, and file the full amounts of those taxes with the respective revenue offices, in strict compliance with the fiscal rules in effect.

11. Confidentiality, Privacy and Data Collection. Either party ("**Disclosing Party**") may provide the other party ("**Receiving Party**"), in any form, with confidential, non-public and/or proprietary materials and information, including Personal Data (collectively "**Confidential Information**"). For these purposes, Confidential Information will not mean: (a) information or documents that are currently in JPMC's possession under no duty of secrecy or confidentiality; (b) information or documents that have become or are public information on this date or hereafter as a result of any deed or circumstance not representing a violation of these terms; (c) information or documents that have been produced separately by JPMC without using Confidential Information either directly or indirectly; and (d) information or documents that are delivered by a third party to JPMC who, to JPMC's knowledge, is not under a duty of confidentiality in respect of Supplier. The Receiving Party shall maintain the confidentiality of the Confidential Information and will not use or disclose such Confidential Information without the prior written consent of the Disclosing Party, unless such disclosure is made by JPMC to the following individuals: (i) directors, executives, dependants or employees of JPMC or of any of its related persons and entities in Chile and abroad, to whom it believes disclosure is appropriate and/or convenient for the study and evaluation of the Confidential Information; and (ii) legal advisors, tax advisors, external auditors, independent appraisers or other professional advisors of JPMC and/or its related persons.

At any time, upon the Disclosing Party's request, the Receiving Party shall return to the Disclosing Party all Confidential Information in its possession, notwithstanding JPMC's right to keep all or part of the Confidential Information to comply with the law, regulations and/or internal policies on document conservation. Whenever the Receiving party has the Disclosing Party's Confidential Information, the Receiving Party will implement policies and procedures designed to notify the Disclosing Party of any unauthorized access to or unauthorized use or disclosure of the Disclosing Party's Confidential Information. JPMC may disclose the Supplier's Confidential Information to regulatory or governmental bodies asserting jurisdiction over JPMC. In the event Supplier has access to any data identifying or identifiable to an individual person ("**Personal Data**"), it shall comply with all Applicable Laws relating to the collection, use, transfer, disclosure, retention, or other processing of such information. Supplier confirms that when it is processing Personal Data it will act solely on the written instructions of JPMC, will have in place reasonable and appropriate safeguards to protect the Personal Data, and will not transfer the Personal Data outside of country in which it was collected without the prior approval of JPMC. Supplier will only use or reference JPMC Confidential Information and Personal Data (including any aggregate or performance data) to provide the Deliverables and for no other purpose, and will require the same of Supplier Personnel, all of whom must be bound by the confidentiality obligations and data use restrictions of this Section 11. Supplier will not decrypt, unmask, identify or re-identify any JPMC Confidential Information or Personal Data that is encrypted, masked or de-identified.

If the Supplier receives, has access or processes personal information, with that term understood as defined in Law No. 19,628 of 1999 over Personal Data Protection (hereafter "**LPDP**"), the Supplier will be subject to the applicable laws that limit the collection, use, disclosure, processing and free transfer of personal data, including but not limited in particular to LPDP (jointly the "**Privacy Regulations**").

Furthermore, and without representing a limitation, the Supplier will assume the following obligations: (i) comply with all requirements indicated in the privacy regulations for handling personal information to which it has access under the Ordering Form, including submitting itself to the limits and conditions of the authorizations of the owners of said personal information; (ii) refrain from disclosing any personal information, unless this is necessary for fulfilling the Ordering Form and the information is disclosed to a person that the Supplier has made assume the same obligations contained in this clause; (iii) refrain from using the aforementioned personal information for any purpose other than fulfilling the Ordering Form, and return it immediately to JPMC, upon request and/or by the end of the Ordering Form; (iv) stop using the personal information if the respective authorization is revoked by the owner of the information; (v) implement suitable security, technical, physical and organizational measures in order to protect the personal information from any accidental or illegal destruction, loss, alteration, disclosure, access or non-authorized handling; (vi) notify JPMC, as soon as the Supplier is aware of any accidental or illegal destruction, loss, alteration, disclosure, access or non-authorized handling of said personal information; (vii) comply with the ISO/IEC 27002 standard (Information Technology: Best practices code for information security management); (viii) comply with the information security requirements of JPMC; (ix) if it stores, processes or transmits the main account number of payment cards and other information of their cardholders, it must comply with the Industry Security Standard for Payment Cards Data, and with any other procedure indicated in the respective Ordering Form (jointly the "**IT Risk Management Policies**"); (x) maintain policies and procedures aimed to detect patterns, practices and specific activities that may indicate the potential existence of identity theft (hereafter the "**Red Flags**") that could arise while fulfilling the Ordering Form, whereas the Supplier must inform JPMC, about said Red Flags, and take pertinent measures to prevent or reduce the incidence of identity theft; (xi) refrain from providing any information relating to JPMC, to any of its sub-contractors, unless the outsourcing contract requires that the sub-contractor also complies with the IT Risk Management Policies and with the privacy regulations, and authorizes that external auditors carry out security audits; and, (xii) immediately replace or regenerate, through machine-readable means, all data, programs or information handled or stored that it may have lost or damaged, or obtain a new copy of such lost or damaged data, programs or information.

12. Return or Destruction. Supplier will return or destroy, as required by JPMC, any of JPMC's Confidential Information within 30 days after the earlier of: (a) JPMC's request, or (b) the date Supplier no longer requires that Confidential Information to perform its obligations to JPMC.

13. Term and Termination. The Ordering Form is effective from the Effective Date until terminated in accordance with its terms. JPMC may terminate the Ordering Form for convenience, in whole or in part, at any time and without liability, by giving Supplier at least 30 days prior written notice of the termination date. Upon termination, JPMC will receive a prompt refund of all fees paid in advance for Deliverables not yet provided by Supplier. JPMC will pay Supplier for any accepted Deliverables provided prior to the effective date of termination unless such

payment is prohibited by law or subject to any applicable set-off right. JPMC may deduct any sum owed to it by Supplier under the Purchase Order and the T&C from such amount, as well as expenses and damages caused by or resulting from termination, if relevant.

Either party may terminate any Ordering Form, as of the date specified in a notice of termination if the other party materially breaches its obligations under the Ordering Form and does not cure that breach within 30 days after receiving the non-breaching party's notice. It will always be understood that the following events, among others, are a serious default by Supplier: (i) the declaration of Supplier's bankruptcy or the proposal by Supplier of general judicial or extrajudicial compositions with its creditors or the appointment of receivers, trustees or auditors or in any similar situation or replaced thereof pursuant to governing law, or if the Supplier generally is in a state of insolvency, made obvious by the inability to pay its debts as they come due and/or to adequately fulfill its obligations under the Purchase Order when due; (ii) the Supplier's early dissolution; (iii) a violation by Supplier of the laws and regulations governing the Purchase Order and these T&C; (iv) a breach by Supplier of any obligation imposed by the Purchase Order and these T&C, in particular, but not limited to, the quality and timing of the Deliverables and fulfillment of Supplier's obligations to its employees; and (v) JPMC and/or its related companies are fined or otherwise penalized or convicted by an authority, whether the authority is acting at its own initiative or at the request of third parties, in relation to or as a result of Supplier's actions or omissions.

14. **Supplier's Representations and Warranties.** Supplier represents and warrants that: (a) all Services provided by Supplier will be performed in a professional and businesslike manner by qualified personnel; (b) Supplier will comply with all applicable laws, rules and regulations that apply to the Deliverables (and the use of the Deliverables) in any jurisdiction to which Supplier delivered the Deliverables or which is specified on the Ordering Form ("**Applicable Laws**"); (c) it has obtained and will maintain all rights, approvals and consents necessary to perform its obligations and grant all rights and licenses granted under the Ordering Form and these T&C, including that the Deliverables and JPMC's use of the Deliverables do not and will not infringe, misappropriate or violate any Intellectual Property Rights of JPMC or any third party; (d) the Deliverables and any systems Supplier uses to provide the Services do not and will not contain any computer code that is designed to disrupt, disable, harm, modify, delete or otherwise impede the operation of the Deliverables or any of JPMC's software, computer systems or networks ("**JPMC Systems**"); (e) neither Supplier nor any individual, entity, or organization holding any material ownership interest in Supplier, nor any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits United States companies and individuals from dealing, including, without limitation, names appearing on the Specially Designated Nationals and Blocked Persons List (the "**SDN List**") and Supplier covenants to JPMC that it will not cause JPMC to be in violation of any regulation administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"); and (f) Supplier Personnel will (i) while visiting or accessing JPMC's facilities, comply with JPMC's then-current safety and security procedures, including pre-screening requirements, and other rules and regulations applicable to JPMC personnel at those facilities, (ii) comply with all reasonable requests of JPMC personnel, as applicable, pertaining to personal and professional conduct, including Supplier Personnel training requirements, comply with JPMC's Supplier Code of Conduct, a current copy of which is located at <http://www.jpmorganchase.com/corporate/About-JPMC/supplier-code-of-conduct>.

EXCEPT AS SET FORTH IN THE ORDERING FORM, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. **Anti-corruption.** In connection with the performance of these T&C and any Ordering Form, the Supplier (for the purposes of this section also referred to as the "**Intermediary**") represents that it and anyone acting on its behalf, including any relevant subsidiaries, affiliates, officers, directors, employees and agents, as applicable (for the purposes of this section, collectively, "**Associated Persons**"), are now and will remain in compliance with all laws applicable to the Parties, including but not limited to laws relating to bribery and/or corruption ("**Anti-Corruption Laws**"). Intermediary further represents that, in connection with the performance of these T&C and any Ordering Form, it and its Associated Persons have not undertaken, and agrees that they will not undertake, directly or indirectly, to offer, promise, give, or pay anything of value (including, but not limited to money, gifts, travel, entertainment, or employment) in order to: (a) influence improperly any acts, decisions, or omissions made by any officer, employee, agent, or representative of any government, majority government-owned or controlled entity, or government instrumentality, public international organization, regulatory authority, or any person acting in an official capacity, including any political party, candidate, official, or representative of a political party (each a "**Government Official**") to obtain or retain business, or secure an improper advantage; (b) induce any individual to act improperly in violation of their duty to their principal, whether a public or private entity; or (c) facilitate or expedite government action or approvals.

Intermediary represents that it has kept, and agrees that it will keep accurate books, records, and accounts in connection with its performance under these T&C and any Ordering Form, including payment and other transaction records and all other material documents in accordance with its internal procedures, in reasonable detail, and with documentation sufficient to identify amount, purpose, and recipients, as applicable, and other material terms.

If Intermediary becomes aware of any facts or information that could support a reasonable suspicion that a breach of paragraph 1 of this [Section 15](#), has occurred or is reasonably likely to occur or Intermediary or its Associated Persons are subject to any inquiry, investigation or allegation by any governmental authorities or regulators with regard to any actual or alleged breach of the Anti-Corruption Laws, it will immediately notify JPMC in writing.

Upon notification pursuant to paragraph 4 of this [Section 15](#), or if JPMC otherwise becomes aware of any facts or information that it believes support a reasonable suspicion that a breach of paragraph 1, 2, or 4 of this [Section 15](#), has occurred or will occur, absent any action by the parties to prevent such anticipated breach to the satisfaction of JPMC, JPMC may terminate any Ordering Form immediately upon written notice to Intermediary.

Intermediary has instituted, and will maintain and follow for the duration of these T&C and any Ordering Form, internal controls reasonably designed to promote compliance with the provisions in this [Section 15](#), such as a code of conduct, authorizations and monitoring of transactions, payments, and expenses, training of personnel, and vetting of sub-contractors and agents, by Intermediary and Associated Persons.

Intermediary represents and agrees that (a) none of its Associated Persons or, to its knowledge, their immediate relatives are, or will become, a Government Official that may exercise any authority, influence, or discretion over any aspect of performance under this Agreement (“**Related Government Official**”) and (b) that no Related Government Official or any of their immediate relatives, has, or will have, any ownership interest, direct or indirect, in Intermediary without the written consent of JPMC.

Upon notification pursuant to paragraph 4 of this Section 15, or if JPMC reasonably suspects that the provisions in this Section 15 have been violated based on identifiable information, JPMC and its authorized representatives, will have the right to audit, examine, and make copies of, with reasonable assistance from Intermediary, all records that relate to these T&C or any Ordering Form in whatever form they may be kept by Intermediary or its Associated Persons including, but not limited to, relevant accounting records, transactional records, financial documents, documentation of services provided, or written policies and procedures, which Intermediary will keep and preserve throughout the term of these T&C and any Ordering Form and for five years thereafter or the length of time required by Intermediary’s data retention policy (whichever is longer), subject to any express legal restriction. Intermediary shall expressly obtain the right to access and require preservation consistent with this paragraph of all such books, records, or accounts in the control of any Associated Persons.

In the event of a breach of paragraph 1 of this Section 15, by Intermediary or any Associated Persons, any claims for payment by Intermediary for any performance under these T&C or any Ordering Form affected by such breach, including claims for sales or services previously rendered, shall be void and Intermediary shall refund to JPMC all payments previously paid in connection with such performance. Intermediary shall further indemnify and hold JPMC harmless against any and all claims, losses or damages reasonably related to any such breach or termination of these T&C and any Ordering Form pursuant to paragraph 5 of this Section 15, including but not limited to government fines and penalties, attorneys’ fees, and related costs.

16. Customer Complaints. If Supplier receives a complaint from, or on behalf of, a JPMC customer with respect to Supplier’s Deliverables, JPMC or any JPMC product or service, Supplier will provide a copy of that complaint to JPMC.

17. Indemnification. Supplier will indemnify, defend and hold harmless JPMC and all of its direct and indirect officers, directors, employees, Agents, successors and assigns (each, an “**Indemnified Person**”) from any and all losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, “**Losses**”), and threatened Losses due to, arising from or relating to third party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding) arising from or relating to (each, an “**Indemnified Claim**”): (a) Supplier’s actual or alleged breach of the confidentiality provisions set forth in Section 11; (b) violations of any Supplier’s Representations and Warranties; or (c) negligent, willful or reckless acts or omissions of or by Supplier, its subcontractors, its Agents or any Supplier Personnel. No settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without the Indemnified Person’s prior written consent (not to be unreasonably withheld).

18. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. Notwithstanding the foregoing, the limitations of liability set forth in the preceding sentence will not apply to damages or losses in connection with: (a) death, personal injury or property damage caused by Supplier or Supplier Personnel; (b) fraud, negligence or the willful or reckless misconduct of Supplier, its subcontractors, its Agents or Supplier Personnel; (c) Supplier’s breach of the confidentiality and privacy provisions under the Ordering Form or another agreement between the parties to which the Ordering Form is subject; or (d) claims pursuant to the indemnification provisions set forth in Section 17.

19. Governing Law and Disputes Resolution. Any dispute or claim arising out of or in connection with the Ordering Form shall be governed by and construed in accordance with the laws of the Republic of Chile. Any difficulty or controversy arising out of or in connection with respect to the application, interpretation, duration, validity or execution of the Ordering Form, or for any other reason, shall be submitted to the exclusive jurisdiction of the Ordinary Courts of the city and borough (*comuna*) of Santiago, Republic of Chile.

20. Insurance. Supplier will maintain the following insurance (with carriers rated at least A- VIII by A.M. Best) in amounts that meet generally accepted industry standards or applicable laws: Workers Compensation and Employer’s Liability Insurance; Commercial General Liability Insurance; for any automobile used in the provision of the Deliverables, Automobile Liability Insurance; if applicable, Commercial Blanket Bond or equivalent insurance; if applicable, Technology Errors and Omissions, Media Error and Omissions, or Similar Professional Liability Insurance; if Supplier has access to Confidential Information, Privacy and Network Security Insurance (i.e., Cyber Liability); and if Supplier transports the property of JPMC, All Risk Motor Truck Cargo Insurance or All Risk Transit and Premises Insurance. Supplier’s Commercial General Liability Insurance and Privacy and Network Security Insurance will include JPMC as additional insureds or provide an indemnity to principal’s clause, and will be primary, and all insurance carried by JPMC is strictly excess and non-contributory with Supplier’s insurance. Supplier will, on request, provide JPMC with certificates of insurance.

21. Subcontractors. Supplier may not subcontract performance or provision of any Deliverables without the prior consent from JPMC, for which purpose Supplier shall inform JPMC the name of the subcontractor and the portion of performance or provision being subcontracted. Supplier will remain solely responsible for all Deliverables and will be liable for any subcontractor’s failure to perform or abide by the provisions of these T&C and will be liable before JPMC for all actions and omissions from the subcontractor and its staff. Supplier must require subcontractors to agree in writing to abide by the requirements in the Purchase Order and these T&C. Under no circumstance does there exist a contractual relationship between JPMC, the sub-contractor or its staff. JPMC may always revoke any authorization by 30-days’ prior notice to Supplier, for reasonable causa, in which case the Supplier will terminate the outsourcing contract at no cost to JPMC and will take all measures required to fulfill its obligations acquired under these T&C.

22. Assignment. Supplier will not assign or transfer the Ordering Form or all or any portion of its obligations or duties, without JPMC’s express, prior written consent. JPMC may also assign the Purchase Order to any related company or third party who agrees to assume the rights

and obligations thereunder. Any assignment in contravention of this provision will be null and void. The Ordering Form will be binding on all assignees and successors in interest.

23. **Severability.** If any provision of the Ordering Form is unenforceable in any jurisdiction, the other provisions of the Ordering Form will remain in full force and effect in that jurisdiction and will be construed in order to effectuate the purpose and intent of the Ordering Form. The unenforceability of any provision of the Ordering Form in any jurisdiction will not affect the enforceability of any such provision in any other jurisdiction.

24. **Waiver.** No delay or omission in the exercise of any term, right or remedy by either party will be deemed a waiver of any term, right or remedy under the Ordering Form.

25. **Entire Agreement; Amendments.** The Ordering Form (including these T&C) contains the entire agreement between the parties regarding the subject matter described in the Ordering Form. The Ordering Form may be amended by an agreement in writing (and not in electronic form) agreed by authorized representatives of both parties, that expressly states that it is an amendment to the Ordering Form.

26. **Audit.** The Supplier must allow that technical, financial and operating audits are carried out over its service centers and systems, through personnel from JPMC and the regulatory body with supervision jurisdiction over JPMC (hereafter the "**Auditors**"). The employees of the Supplier may be interviewed during those audits. The Supplier must fully, properly and timely cooperate with the Auditors, providing them with all assistance and access to all its systems, service centers and materials, as applicable, including audit reports of the Supplier (or its auditors). The Supplier must immediately fix any problems detected during the audit. If the auditors find out that the Supplier has been making excessive charges or that it has not been complying with all of its obligations, the Supplier: (i) will reimburse JPMC for the cost of the audit; (ii) will reimburse JPMC for any excessive charges; and, (iii) immediately, will correct any non-fulfillment detected.

27. **Crime Prevention Model.** Supplier declares to be aware of and undertakes to comply and to have his workers comply with the provisions of Law No. 20,393 on Criminal Liability of Legal Entities, as it may be amended from time to time (the "**Law 20,393**"), including, without limitation, the prohibition to commit the crimes mentioned in said law. Without prejudice to other provisions in the Purchase Order and these T&C, Supplier hereby undertakes to comply with the Crime Prevention Model (the "**Model**") associated with Law No. 20,393, issued by JPMC, a copy of which it acknowledges to have received. Supplier hereby declares to be aware of its obligation to report possible contraventions to the Model or any acts that may have characteristics of the crimes indicated by Law 20,393, through the reporting channel established by JPMC and as soon as practicable. Supplier hereby states to understand that the contravention of Law 20,393 and/or the Model shall be deemed a serious breach of the obligations arising from the Purchase Order and the T&C, JPMC being entitled to apply the corresponding sanctions according to applicable law, including the termination of these T&C and any Ordering Form.

28. **Control of Services by JPMC.** JPMC shall have at its disposal all resources, including but not limited to, control and reporting tools, that are generally fit to allow JPMC to control or verify the quality, opportunity and degree of completion of the Services, in accordance with Chilean law and regulation.

The Supplier shall maintain at all times during the term of this agreement a robust mechanism of continuity of the service and standards of sophistication and security acceptable for JPMC., which may be subject to periodic review and testing, either by JPMC or the regulatory body with supervision jurisdiction over JPMC.

29. **Compliance with Chapter 20-7 of the Compendium of Banking Regulation.** Supplier declares to be aware of and undertakes to comply with the standards established for third party suppliers of banks and financial institutions under Chapter 20-7 of the Compendium of Banking Regulation of the Commission for the Financial Market (*Comisión para el Mercado Financiero* or "**CMF**"), especially but not limited to, the obligation of the Supplier to maintain at all times during the term of the Ordering Form a robust mechanism of continuity of the service and acceptable standards of sophistication and security for JP Morgan Chase Bank, N.A., which may be subject to periodic review and testing, either by JP Morgan Chase Bank, N.A., or by the CMF.

ADDITIONAL PRODUCT TERMS AND CONDITIONS. The following terms and conditions additionally apply to the purchase and sale of any Deliverables that contemplate goods or "Products" under any Ordering Forms:

30. **Product Specifications.** All Deliverables purchased or licensed under the Ordering Form must conform to the specifications including as furnished by JPMC and Supplier's published specifications as applicable. Supplier will include with all documentation, such as operator/user manuals, training materials, guides, and Product specifications, whether in writing, electronic means or otherwise (collectively "**Documentation**").

31. **Deliverables Ownership.** If, in connection with production, performance or provision of Deliverables under the Ordering Form, Supplier produces, performs or provides any tangible or intangible products, materials, and items specifically for JPMC, **Section 47** applies.

32. **Shipping.** Unless otherwise specified by JPMC, all Deliverables are to be shipped FOB JPMC's place of destination. Where specific authorization is granted to ship Deliverables FOB shipping point, Supplier agrees to prepay all shipping charges, route through the least expensive common carrier competent to transport the type of Deliverables purchased or licensed, and invoice JPMC as a separate item on the invoice for those charges, less any applicable transportation tax.

33. **Product Delivery.** Delivery will not be deemed to be complete until JPMC has actually inspected, tested and accepted the Deliverables.

34. **Product Warranties.** In addition to the warranties set forth in Section 14, Supplier warrants that the Deliverables will be: (a) new and unused unless otherwise specified in the Ordering Form; and (b) of genuine manufacture. Without limitation of any rights by reason of any breach of warranty or otherwise, Deliverables which are not as warranted may at any time be returned to Supplier at Supplier's expense for credit, correction, or replacement as JPMC may direct. The warranties under Section 14 and this Section 34 also apply to replacement Deliverables.

35. **Risk of Loss and Title.** Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, or destruction of Deliverables and materials ordered hereunder which occur prior to delivery, and that loss, injury, or destruction will not release Supplier from any obligation. Upon delivery to JPMC at its location, JPMC will have good and marketable title to the Deliverables, free and clear of all liens and encumbrances.

36. **Embedded Software License.** To the extent software is included with or embedded in hardware Deliverables purchased by JPMC, Supplier grants to JPMC a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of the Ordering Form), irrevocable, fully paid, royalty-free license to use the software as included with or embedded in hardware Deliverables; provided that, to the extent the included software is Licensed Software, the Additional Software Terms and Conditions apply.

ADDITIONAL SOFTWARE TERMS AND CONDITIONS. In addition to the previous terms and conditions and the Additional Product Terms and Conditions (except that Section 36 (Embedded Software License) does not apply, and Sections 32 (Shipping), 33 (Product Delivery), 34 (Product Warranties) and 35 (Risk of Loss and Title) only apply to the physical media on which the Licensed Software is packed, shipped and/or delivered, if any), and except that Licensed Software and its Documentation may only be delivered electronically except to the extent expressly set forth in the Ordering Form, the following terms and conditions apply to the provision, license and support of any Licensed Materials under any Ordering Form. Any terms and conditions that are provided by the Supplier or accompany the Software are null and void.

37. **Software Definitions.**

(a) "**Authorized Number of Computers**" means, if applicable, that number of computers, set forth in the Ordering Form, of JPMC located at the Licensed Site on which JPMC may install and use the Licensed Software. If no Authorized Number of Computers is set forth in the Ordering Form, JPMC is entitled to install and use the Licensed Software on an unlimited number of computers.

(b) "**Authorized Number of Users**" means the number of Agents and other personnel of JPMC and its Affiliates who are authorized to use and have access to the Licensed Materials in accordance with the terms and conditions of the Ordering Form concurrently. If no Authorized Number of Users is set forth in the Ordering Form, an unlimited number of Agents of JPMC and its Affiliates are authorized to so use and have access to the Licensed Materials.

(c) "**License**" means the rights and license granted in Section 38 but subject to the limitations set forth in Section 39.

(d) "**Licensed Software**" means the object code versions of Supplier's proprietary software identified in the Ordering Form, and, if JPMC acquires Support for that Licensed Software, any subsequent versions, releases, fixes, builds, etc.

(e) "**Licensed Materials**" means the Licensed Software and the Documentation. The Licensed Materials are deemed to be "Deliverables" for purposes of the Ordering Form.

(f) "**Licensed Site(s)**" means, regardless of location, the number of facilities set forth in the Ordering Form, at which JPMC will be permitted to operate the Licensed Software, provided that the Ordering Form expressly sets forth that the License is a Licensed Site License. If the Ordering Form does not expressly set forth that the License is a Licensed Site License, or, if no number of Licensed Sites is set forth in the Ordering Form, JPMC is entitled to operate the Licensed Software in an unlimited number of facilities. JPMC will be entitled to relocate from one facility to another.

(g) "**Support**" means all maintenance, support, updates, bug fixes, releases and versions for the Licensed Software. Support is deemed to be a "Service" and a "Deliverable" under the Ordering Form.

38. **License Grant.** Supplier grants to JPMC and its Affiliates upon delivery (a) a perpetual (unless a specific time- limited License term is expressly set forth in the Ordering Form), fully paid, non-exclusive, worldwide and irrevocable right and license, for the Authorized Number of Users to use (that is, to copy, install, access, execute, operate, distribute, archive and run) the Licensed Software, at the Licensed Site(s) (including worldwide remote access to the Licensed Site(s)) and on the Authorized Number of Computers, for JPMC's and its Affiliates' own business purposes; (b) a non-exclusive right and license for the Authorized Number of Users to use and make, modify and internally distribute a reasonable number of copies of the Documentation in connection with the permitted use of the Licensed Software; and (c) the right to make a reasonable number of copies of Licensed Software for development, testing, archive and backup purposes.

39. **License Limitations.** JPMC acknowledges Supplier's, or Supplier's licensors', copyright and other proprietary rights in and to the Licensed Materials. JPMC will reproduce all copyright and other proprietary rights notices contained on or in the Licensed Materials on all copies. JPMC will not attempt to reverse engineer, decompile, disassemble, or otherwise reduce the object code versions of the Licensed Software or any component of the Licensed Software to human-readable form, except as permitted in the Ordering Form or under applicable law. Notwithstanding the above, JPMC has the right to perform security testing on the Licensed Software and Supplier's systems.

40. **Licensed Materials Delivery.** Supplier will deliver to JPMC the number of copies of the Licensed Materials as set forth in, and to the address and/or in the manner, set forth in the Ordering Form. That delivery will be deemed "shipment" for purposes of the Ordering Form.

41. **Fees.** In consideration of the License, and subject to acceptance by JPMC of the Licensed Software as conforming to applicable Specifications and warranties in all material respects, JPMC will pay Supplier the license fees set forth in the Ordering Form. In consideration of Supplier's providing the Support, JPMC will pay Supplier the Support fees set forth in the Ordering Form. Unless expressly set forth in the

Ordering Form, the annual Support fees will not exceed 15% of the License fee for the Licensed Software set forth in the Ordering Form. Supplier will not increase the Support fees during the first year after acceptance of the Licensed Software, or a longer term as set forth in the Ordering Form.

42. Use of Licensed Software by Divested Business. If any JPMC Entity divests an Affiliate, division, department or other business, then the JPMC Entity may, as a part of the Licensed Software: (a) use the Licensed Software to provide transitional, migration or conversion services to the divested business for up to one year after the divestiture or (b) permit the divested business to use the Licensed Software, so long as the divested business' use does not materially expand the use of the Licensed Software and the divested business complies with the provisions of the Ordering Form.

ADDITIONAL SERVICES TERMS AND CONDITIONS. In addition to the previous terms and conditions, the following terms and conditions apply to the procurement and provision of any Services under any Purchase Order:

43. Services. Supplier will perform the Services according to the terms and conditions set forth in the Ordering Form. Supplier will comply, and will cause any authorized subcontractor and all Supplier Personnel providing the Services to comply, with applicable JPMC rules, regulations, and policies of which it has been informed.

44. Statements of Work. A "**Statement of Work**" or a "**SOW**" describes the Services to be performed, and deliverables to be provided. No SOW will be effective until attached to applicable Ordering Form.

45. Definition of Works. The term "**Works**" means any of the following in any form or media: (a) formulae, algorithms, processes, procedures and methods; (b) designs, ideas, concepts, research, discoveries, inventions (whether or not patentable or reduced to practice) and invention disclosures; (c) know-how, trade secrets and proprietary information and methodologies; (d) technology; (e) computer software (in both object and source code form); (f) databases; (g) expressions, works and factual and other compilations; (h) protocols and specifications; (i) visual, audio and audiovisual works (including art, illustrations, graphics, images, music, sound effects, recordings, lyrics, narration, text, animation, characters, designs and all other audio, visual, audiovisual and textual content); (j) records of each of the foregoing, including documentation, design documents and analyses, studies, programming tools, plans, models, flow charts, reports, letters, memoranda and drawings; and (k) any other tangible results of the Services.

46. Ownership of Outside Materials. Supplier and its licensors will retain ownership of all Works developed or acquired by Supplier prior to the commencement of Services or independently from the performance of the Services, together with all related Intellectual Property Rights throughout the world ("**Outside Materials**").

47. Ownership of Work Product. JPMC will own exclusively all Works developed, in whole or in part, by or on behalf of Supplier for JPMC pursuant to the Ordering Form together with all related Intellectual Property Rights throughout the world ("**Work Product**"). Supplier will and does, without further consideration, assign to JPMC any and all right, title or interest that Supplier may now or later possess in or to the Work Product. To the fullest extent permissible by applicable law, all copyrightable aspects of the Work Product will be considered "works made for hire" (as that term is used in Section 101 of the U.S. Copyright Act, as amended). Deliverables that result from Services are deemed to be Work Product unless the Ordering Form expressly states that they are Outside Materials. Both Outside Materials and Work Product are deemed to be "Deliverables" for purposes of the Ordering Form.

48. License of Outside Materials. Supplier grants to JPMC and its Affiliates a perpetual, irrevocable, worldwide, fully- paid up, royalty-free, non-exclusive right and license to all Intellectual Property Rights in all Outside Materials that Supplier embeds in or otherwise provides with any Work Product to the extent required to fully and completely use and exploit the Work Product. The parties acknowledge and agree that the foregoing right and license includes the right to: (a) use, copy, modify, develop derivative works, sublicense, distribute, display and perform the Outside Materials; and (b) designate third parties to exercise those rights and licenses who are bound by similar restrictions.

49. Consent Required for Use of Third Party Works. Without the prior written consent of JPMC, Supplier will not provide (a) any Works other than those for which Supplier has the right to grant the rights and licenses contained in [Section 32](#), or (b) any Work Product that would require JPMC or its Affiliates to use any Intellectual Property Rights other than those licensed in [Section 47](#).

50. Survival. After the Ordering Form terminates or expires, the terms of the Ordering Form that expressly or by their nature contemplate performance after such termination or expiration will survive and continue in full force and effect.