

CONTRACT MODEL

ENGINEERING, DESIGN, SUPPLY AND CONSTRUCTION SERVICES

BETWEEN

[OWNER / MANDATOR]

AND

[AWARDEE / CONTRACTOR]

FOR THE

CONSTRUCTION AND EXECUTION

OF THE EXTENSION WORK

[INDICATE CODE OF THE WORK]

EXEMPT DECREE Nº 293 OF 2018

OF THE DEPARTMENT OF ENERGY

[OWNER or MANDATOR]

WITH

[AWARDEE or CONTRACTOR]

In Santiago de Chile, on [●], between [●], company name [●], RUT (Company tax number) N° [●], represented as certification, by Mr. /Mrs. [●], national identification number N°[●] *[and by Mr./Mrs.[●], national identification number N°[●]], [both]* with address for these effects, in [●], in the town of [●], in the city of [●], Since hereafter and forward **“the Owner or Principal”**, for one side ; and for the other side [●], Company name [●], RUT (company tax number)N°[●], represented as certification by Mr./Mrs. [●], National Identification number N°[●], *[and by Mr./Mrs. [●], National Identification number N°[●]], [both]* with address for these purposes, in [●], in the town of [●], city of [●], Since hereafter and forward **“The Successful Bidder or Contractor”**¹; and both appearing also denominated together as **“Parties”** , and every one of them individually as a **“Part”**, have agreed the following contract for issue of engineering, design, supply and construction services, since hereafter, **“The Contract”**:

FIRST: BACKGROUND INFORMATION

a) In accordance with the thirteenth transitory article of Law N°. 20,936 of 2016, the

¹ In cases indicated in number 15.1 from Instructions to Bidders, the signatures and appearance in both cases, awarded society and societies created for this project, are compulsory. The same case for consortia, all the members must be included in the appearance and the signature

Independent Coordinator of the National Electric System (Coordinador Independiente del Sistema Eléctrico Nacional), hereinafter the Coordinator, must licitate, at its cost, the works of mandatory execution of expansion that the Department of Energy defined by means of Exempt Decree No. 293 of October 29, 2018, published in the Official Gazette on November 8, 2018, hereinafter the Decree.

b) By virtue of said legal mandate and in accordance with the terms and conditions established by the National Energy Commission, hereinafter the Commission, in its Decree, the Coordinator made the Call for the International Public Licitacion Process for the development of basic engineering and detail ("E", by Engineering), the purchase and supply of equipment and materials ("P", by Procurement), construction and assembly ("C" by Construction) and the implementation of [code of the Work] that will be emplaced on the land located in [location] belongs to [name of the Owner]

c) The Licitacion ended the day [●] with the adjudication to the Proponent [●], which offered the lowest Investment Value for the execution and construction of [construction code].

SECOND: OBJECT OF THE CONTRACT

Assuming what is stated in the preceding clause, the Owner entrusts the Contractor, who accepts and undertakes, the execution of the integral services of engineering, design, permits, environmental and land management, supply of equipment and materials, construction, assembly , tests, commissioning and the operation of the named Work [●].

Said Project consists of [Description of the Work in accordance with the provisions of Decree No. 293].

The detailed technical description of the [Work] is established in the Technical Specifications of the [Work] or [Work Group]. Even if the Contract and / or its Integrative Documents describe parts of the work in general terms, and not in detail, it will be understood that the Contractor must perform all the necessary activities for the materialization of the Works and all the works that can be understood as necessary to fulfill the purposes for which they are going to be used.

Without prejudice to any other disposition of the Contract or its Integrative Documents, the Parties expressly state that the obligation of the Contractor is an obligation of result and not a mere obligation of means. The result to which the Contractor is obliged is the complete and correct materialization of the Works and their timely delivery to the Owner, having fully and satisfactorily completed the engineering, procurement and commissioning, and also ensuring the operational performance described in the Technical Specifications.

The nature of the obligation assumed by the Contractor will remain unchanged and its obligations of guarantee will be fully enforceable throughout the term of the Contract, without prejudice to the Owner's right to intervene or to terminate all or part of the order in advance, according to the terms indicated in section 10.1.1.1 and 10.1.1.2 of the BAG, respectively.

THIRD: CONTRACT AND PRELATION DOCUMENTS.

The Works and the execution of the services must be executed in accordance with the provisions of this Contract. The following documents, incorporated as annexes, form an integral part of the Contract for all purposes:

- a) Decree that confirms the adjudication.
- b) Body of the Contract.
- c) Licitación rules.
- d) Documents Clarifying the Licitación.
- e) Questions and Answers Series.
- f) Technical Proposal of the Adjudicatory.
- g) Economic Proposal of the Adjudicatory.
- h) Clarifications to the Technical Proposal of the Adjudicatory.
- i) Regulation of Safety, Occupational Health and Environmental Management for the Owner's companies.
- j) Code of Conduct and Commercial Ethics of the Owner.
- k) Community Relations Regulations for Owner Contractors.
- l) Instructions to Licitators of the Licitación.

This Contract and its Integrative Documents are complementary among them, every one of them must be interpreted in accordance with the others.

In case of contradiction, discrepancy or inconsistency between the Contract and any of the Contract Documents, the terms of the Contract shall prevail. Likewise, in case of contradiction, discrepancy or inconsistency between the Contract Documents, they shall prevail in the order established above.

All previously identified documents are known and accepted by the Parties.

FOURTH: PRICE AND FORM OF PAYMENT.

This Contract is agreed by the system that the Parties call "lump sum fixed price without adjustment" which includes, therefore, all direct costs, unforeseen expenses, general expenses, the Technical Inspection of the Work and the estimated utility by the Contractor for the construction and execution of the Work.

The price of this Contract amounts to a single and total value of US \$ [●], since hereinafter the "Contract Price". This price does not include the Value Added Tax (I.V.A.), which will be charged to the Owner.

According to the provisions of clause 3.1 of the General Administrative Bases the Owner, as deems necessary, may obtain instruments to measure the foreign exchange risk.

The Owner pay the Contractor, for the execution of the Work, the Contract Price, according to the procedure established in the Payment Bases, by submitting Payment Status according to fulfillment of advance Milestones pre-established in said Bases.

The Parties hereby agree that the aforementioned payments will be made to each member of the Consortium, accordance to the percentage of participation established in the Consortium

Agreement celebrated for the purposes of the Bid, or the member that has been designated in said agreement.²

FIFTH: DATE FOR THE END OF WORKS.

Accordance to the established in the Special Administrative Bases of the adjudicated Work, the date of the and of the works will be within [indicate number] months counted since the Work's beginning.

Both, the previously established date and the scheduled intermediate dates and deadlines are considered essential elements of this Contract and determining factors for its conclusion, for this reason the Contractor waives any judicial action that could interfere or obstruct the normal work execution within the scheduled deadlines.

SIXTH: STANDARD OF EXECUTION

The execution of the Contract and the services will be adjusted and fulfilled with the utmost diligence and with the standards of efficiency, care and quality generally accepted for companies that are experts in the development of works and services similar in nature to this Contract, an element that is Inductive and decisive for the adjudication of the services object of this Contract.

SEVENTH: ENVIRONMENT.

The Parts elevate to the condition of essential of this Contract, the obligation that the Contractor has, during the entire duration of the Contract, to guard the environment of the place where the execution of the Contract and of the Land of the Owner takes place. The Contractor is obliged to prevent the air, soil or water from being polluted due to the construction and execution of the work, which exceeds the parameters allowed in the current regulation.

² Applicable only in the case of Consortiums

In particular, the Contractor and its personnel have the obligation to knowing and complying the environmental conditions, requirements and commitments established in the Environmental Impact Study or Environmental Impact Statement and their respective Addenda, according to the Work. Additionally, the Contractor must process and obtain, when appropriate, at their own risk, the respective Environmental Qualification Resolution or its modification; the relevant environmental or local permits or their modification; and / or process and obtain the pronouncements of the Authority on the pertinence of submitting the Project to the Environmental Impact Assessment System (SEIA), as well as the judicial pronouncements necessary to construct the Project.

Likewise, the Contractor it is obliged to apply the environmental management procedures contemplated in the internal regulations of the Owner, if it has them, which establishes general guidelines applicable to the development of any Work, for these purposes, forms an integral part of this Contract.

EIGHTH: COMPLIANCE OF LABOR LEGISLATION. LABOR LEGISLATION COMPLIANCE.

The Parties declare that this Contract does not create a labor relationship of dependency or any subordination between the Contractor's personnel and its subcontractor (s) with the Owner.

The Contractor is obliged to pay the contributions of its workers in insurance, health and social security organizations that they have freely chosen.

In the event that the Contractor fails to duly certify the full compliance with the labor and social security obligations that correspond to its workers, the latter expressly authorizes the Owner to discount the amounts owed to him by the outstanding Payment Status or the guarantees in his possession, any sum that the Owner is obliged to pay on the occasion of a judicial and / or administrative resolution, in accordance with the provisions of labor regulations. The Owner shall have the same right when the breach comes from the performance of a subcontractor of the Contractor.

Likewise, the Owner shall have the right to request from the Contractor necessary information to be seen regarding the fulfillment of labor obligations.

The Contractor may only subcontract part of the works that are necessary for the execution of the Work, with prior authorization in writing from the Owner. Said subcontracting, in any case, must be supported by the signing of a contract for the rendering of services between the Contractor and its subcontractor. Notwithstanding the foregoing, for all purposes of this Contract, the Successful Licitator will always be the sole party responsible in front of the Principal Owner.

The Contractor shall be jointly and severally liable for the failure or imperfect fulfillment of the obligations of any nature of its subcontractors.

Likewise, the Contractor shall supervise that the subcontractor complies, with respect to its workers, with the legal provisions on labor, social security and occupational health, as well as all those obligations and responsibilities established in the Contract.

Without prejudice to the aforementioned obligations, the Contractor undertakes to comply with the provisions set forth in the instrument called [name of Owner's Document] which contains the minimum standards that the Contractor must comply with for the execution of the Work, in of Hygiene and Risk Prevention, which forms an integral part of this Contract.

NINTH: GUARANTEE OF FAITHFULLNESS TO COMPLY WITH THE CONTRACT AND CORRECT EXECUTION OF THE WORKS AND WARRANTY FOR THE WARRANTY PERIOD IN SERVICE OF TRIAL.

In order to ensure strict compliance with the obligations of the Contractor, including labor and social security fines and obligations, the Contractor hereby delivers an irrevocable and irrevocable guarantee to the Principal, in order to ensure the Lawful Enforcement of the Contract and Correct Execution. of the works, issued by [the] [Bank] [Insurance Company] with the No. [●] or Policy No. [●], in the amount of US \$ [●], equivalent to 10% of the Price of the Contract, which is valid for 30 days in addition to the scheduled date for the issuance of the Certificate of Provisional Receipt of the Works, and strictly comply with the other requirements established in clause 5.16.2 of the General Administrative Rules.

Likewise, the Contractor must deliver a "Guarantee for the Warranty Period in Trial Service" to guarantee the obligations established in the Contract during the Warranty Period in Trial Service, or Warranty Period of the Works.

Said guarantee must be at sight and irrevocable, for an amount equivalent to 5% of the Contract Price, which must be valid for 30 days in addition to the date foreseen for the issuance of the Certificate of Definitive Receipt of the Works and give strict compliance with the other requirements established in clause 5.16.3 of the General Administrative Bases.

Regarding the value represented by the aforementioned guarantees, the Contractor waives the embargo, prohibition or any other judicial measure that may hinder or impede the Principal's right to make said guarantees effective, as appropriate, in the manner that they have been established.

In the event that any guarantee is cashed by the Principal, either due to any event of non-compliance with any of the obligations arising from the Contract or for any other pertinent cause, and there is no cause for termination of the Contract, the Contractor must deliver to the Principal, within 15 (fifteen) days following the date of payment of the amount charged, a new guarantee that meets the same requirements and purposes as required by the original guarantee. If this is not done, the Principal may terminate the Contract in advance.

TENTH: FINES.

In the event that the Contractor is in arrears with respect to any of the deadlines and dates stipulated in the Master Contract Program, regarding the Multable Intermediate Milestones, or incurs other breaches, the Owner shall be entitled to charge the Contractor the fines that are established in clause 3.11 of the General Administrative Bases. These fines are the following:

1. PENALTY FOR NON-COMPLIANCE WITH THE DATE OF TERM OF THE WORKS.

The fine that will be applied for breach of the date of completion of the Works, as established in the Special Administrative Bases, will be for the value equivalent to one point five percent (1.5%) of the Contract Price for each week of arrears, with a maximum limit of ten percent (10%) of the Contract Price.

This fine is subject to the limit of fines of clause 3.12 of the General Administrative Bases.

2. PENALTY FOR NON-COMPLIANCE OF FINEABLE INTERMEDIATE INDICATORS

The fine that will be applied for breach of the Intermediate Finable Occasions included in the Master Contract Program, established according to clause 6.3 of the General Administrative Rules, will be for the value equivalent to zero point five percent (0.5%) of the Price of the Contract for each week of delay in the fulfillment of any of the Intermediate Occasions, which will be counted until the effective fulfillment of each of the Occasions.

The fine of this clause is applicable to the delay of each of the Intermediate Milestones Multables and will be, therefore, additive, with a maximum of five percent (5%) of the Contract Price.

These fines will be waived in case the Contractor complies with the term of the Work established in the Contract.

These fines are subject to the fines limit of clause 3.12 of the General Administrative Bases.

3. PENALTY FOR NON-COMPLIANCE WITH TECHNICAL AND / OR ADMINISTRATIVE PROVISIONS OR FOR DELAY IN THE DELIVERY OF INFORMATION.

The fine that will be applied to the Contractor for the breach of technical and / or administrative dispositions, as well as for the delay in the delivery of any of the information that the Contractor must provide to the Chief Inspector, will be of two thousand dollars of the United States of America (US \$ 2,000) for each day of non-compliance.

This fine may be settled in each state of payment that the Contractor presents, and will not be forgivable in any case or reason, and may be pursued individually whenever applicable.

This fine is applicable to each of the requested information and will therefore be additive and subject to the fines limit in clause 3.12 of the General Administrative Rules.

4. FINES FOR BREACH OF THE NORMS OF PROTECTION OF THE ENVIRONMENT AND OF HYGIENE AND SAFETY AND OCCUPATIONAL HEALTH.

In case of non-compliance with any provision established in the environmental manual or regulation for contractor companies informed by the Principal, of any commitment or obligation established in the Environmental Impact Statement or Study or in the Environmental

Qualification Resolution of the project or of any environmental disposition established in the law, or the manual or regulation of hygiene and occupational health and safety for contractor companies informed by the Principal as well as of any provision in matters of hygiene and occupational health and safety established by law, the Principal shall apply to the Contractor a fine of eight thousand dollars from the United States of America (US \$ 8,000), for each non-compliance event.

In case of failure to correct the breach within the term granted by the Chief Inspector, or within the term granted by the environmental or labor authority, respectively, the amount of the fine shall be re-applied.

In addition, a daily fine of two thousand dollars of the United States of America (US \$ 2,000) will be applied until the breach is completely corrected to the full compliance of the Chief Inspector or the environmental authority.

These fines may be settled in each state of payment that the Contractor presents, and will not be waived in any case or reason, and may be processed individually whenever applicable.

5. PENALTIES FOR DELAY IN CORRECTING DESIGN, CONSTRUCTION, ASSEMBLY OR EQUIPMENT DEFECTS DURING THE WARRANTY PERIOD.

The fine that will be applied for the delay in which the Contractor incurs to correct a defect in design, construction, assembly, supply, works or equipment during the warranty period of the works, including non-compliance with the deadlines and programs of reparation, will be of a value of ten thousand dollars of the United States of America (US \$ 10,000) per day of delay, which will be counted until the effective fulfillment of each one of said works.

This fine may be settled and deducted from any amount owed to the Contractor. In the event that the Contractor fails to pay the aforementioned fee, the Principal may make it effective from the Guarantee for the Trial Guarantee Period, established in clause 5.16.3 of the General Administrative Bases, during the guarantee period. , being able to be studied individually whenever applicable.

These fines are additive and are subject to the guarantee limit and fines of clause 3.12 of the General Administrative Rules.

6. PENALTY FOR UNAUTHORIZED MODIFICATION OF KEY PERSONNEL.

The fine for change or modification of the Key Personnel without previous authorization of the Chief Inspector, will amount to four thousand dollars of the United States of America (US \$ 4,000), per person and per event of change or modification.

This fine may be settled in each state of payment that the Contractor presents, and will not be forgivable in any case or reason.

These fines are additive and are subject to the limit of guarantees and fines of clause 3.12 of the General Administrative Bases.

The moratorium fines are understood as additional to the separate and complementary collection of the compensation for the other damages caused by the same non-compliance.

ELEVENTH: MAXIMUM RISK COVERAGE.

The total sum of the fines applied to the Contractor, for any of the aforementioned concepts, may not exceed, in any case, fifteen percent (15%) of the Contract Price.

The overall responsibility of the Contractor, in accordance with what is indicated in point 3.2.2 of the General Administrative Bases and in relation to its obligations established in the Contract, shall not exceed the Contract Price, except in the following situations:

- a) Serious negligence or fraud.
- b) When there is an obligation on the Contractor to compensate for the damage caused to any person or property of third parties, provided that said obligation to indemnify is a consequence of fraud, gross negligence or fraud by the Contractor.
- c) The Contractor's obligation to redo or re-execute the wrongly done or poorly executed works, rectify and amend the works that require repair, rectification or amendment, including plans, design, documents, memories and any other document or deliverable that may be deficient or erroneous, as determined by the Chief Inspector.
- d) The amounts that the Contractor must pay for the application of the clause "Anticipated Term of the Contract due to the Contractor's Default" of these General Administrative Bases.
- e) The sums used and / or paid by the Contractor in compliance with its obligations of extension or delivery of new Contract Guarantees.

f) Payments for losses or damages (caused by the Contractor or its subcontractors) that are received from the insurers by virtue of the insurance contracted by the Parties according to the terms of this Contract, and the deductibles that must be paid according to the insurance policies taken by any of the Parties.

g) The associated responsibility and the benefits and utilities obtained for the breach of the duty of Confidentiality and protection of the Intellectual Property established in the Contract.

As for the limit of liability of the Contractor for the fines, compensations and / or sanctions to which the Owner is exposed and / or taken by the authority, for actions or omissions attributable to the Contractor, it may not exceed one hundred and fifty percent (150%) of the Contract Price.

Additionally, the Contractor shall assume fifty percent (50%) of any moratorium or compensatory compensation, which the Principal must pay to third parties due to the breach or delay of the obligations arising from the development of the works considered in the Contract and whose cause is attributable to the Contractor, with a limit of one hundred percent (100%) of the value of the Contract.

Likewise, the Contractor shall be liable with a limit of one hundred percent (100%) of the value of the Contract, of all the damages that may be caused to the Owner due to interventions or due to improper functioning of the transmission system that is in service and that is during the construction of the Works, during the commissioning of these, its warranty period in operation and period of responsibility established by the laws applicable to the Contract.

TWELFTH: DOCUMENTATION AND CONFIDENTIALITY.

The Contractor declares having received to its full conformity all the documentation, information, technical specifications and reference plans necessary to plan, design and initiate in due form the execution of the Works.

The Contractor declares to know all of this documentation and information as well as the pertinent norms and regulations in force in the Republic of Chile, applicable to the Contract.

The Contractor also declares that he has studied the background, visited the land and knew its topography, verifying the conditions of supply of materials and road conditions in the area.

The parties agree that all documents, plans, background, written or verbal information obtained during the term of this Agreement, such as information generated or used to carry out the execution of the work entrusted, is confidential and the property of the Principal, in accordance with the provisions of paragraph 2.11 of the General Administrative Rules, the Contractor and its staff being obliged not to disclose them or provide them to third parties in any way, and must return it once the works are completed.

THIRTEENTH: RESPONSIBILITY FOR THE QUALITY OF THE WORKS.

Without prejudice to the remaining responsibilities that may fit the Contractor, he will be responsible for the quality of the work and for the hidden defects thereof, in accordance with the provisions of article 2003, 3rd and 4th rules of the Chilean Civil Code. In relation to the foregoing and given the nature of the Contract, the Parties agree to exclude the application of numerals 1 and 2 of article 2003 of the Civil Code.

For these purposes, it shall be understood that the Contractor shall respond and shall be bound according to the terms and conditions established in the Contract, in the Bidding Terms and in his Proposal, until the delivery of the Final Receipt of the works by the Principal. .

The working conditions must be framed within the Regulation of Order and Prevention of Occupational Risks for Contractors of the Owner which is understood to be an integral part of this Contract. Consequently, it is the obligation of the Contractor, its personnel and its subcontractors, to strictly observe the security rules and regulations delivered.

FOURTEENTH: COMMON MANDATORY OF THE CONSORTIUM³.

According to that shown in the Instructions, the members of the Consortium were obliged to keep as common agent, with domicile in Chile, to Mr. [●], whose designation was made by public deed before the Notary Public of [●], of the Notary Public Mr. [●], granted with date [●], annotated under Repertory No. [●], for the purpose of representing them before the Owner

³ Clause applicable for Consortia

during the entire term of this Contract in all matters that may arise during execution of the Works with the broadest contractual, judicial and extrajudicial powers.

The change of the person of the agent must be informed in writing by the Owner, with a copy to the Coordinator, for which he must have the same powers and attributions of the previous agent.

FIFTEENTH: BOND AND SOLIDARITY CODEBT OF THE CONSORCIATES⁴.

The Parties declare that the support and guarantees granted by the companies that form part of the Consortium, the companies [●], the agreement, the bail bond and joint co-defendant of the legal entities that make up the contract, have been essential and determinant for the execution of this Contract. Consortium in favor of the Owner, with respect to the fulfillment of each and every one of the obligations indicated in the Bases, of the contents of its Proposal and of the obligations derived from the Contract signed with the Owner, by means of a public deed in the notary of [●], from the Notary Public [●], granted with date [●], annotated under that of Repertory No. [●].

By virtue of the foregoing, the dissolution of the Consortium or the withdrawal of any of its members without prior written authorization of the Owner, authorizes the latter to terminate this Contract immediately, by means of a notice by registered letter addressed to the representative of the Consortium and for make effective the Guarantee of Faithful Compliance with the Contract and correct execution of the works.

SIXTEEN: DISPUTE RESOLUTION MECHANISM.

Complying with the requirements established in the Contract in terms of complaint procedures, in particular the provisions of the General Administrative Bases, any difficulty or controversy that may arise between the Parties regarding the application, interpretation, duration, validity or execution of this Contract or Any other reason will be submitted to mediation, according to

⁴ Clause applicable for Consortia

the Procedure of Mediation Procedure of the Arbitration and Mediation Center of Santiago, in effect at the moment of requesting it.

In the event that the mediation does not succeed, the difficulty or controversy will be resolved by arbitration in accordance with the Arbitration Rules of the same Center, which is in effect at the time of request.

The parties confer irrevocable special power to the Chamber of Commerce of Santiago AG, so that, at the written request of any of them, appoint an arbitrator regarding the procedure and the right regarding the ruling, from among the members of the arbitration body of the Arbitration and Mediation Center of Santiago.

There will be no appeal against the arbitrator's decisions. The arbitrator is specially empowered to resolve any matter related to his competence and / or jurisdiction.

The initiation of a mediation and arbitration process shall be communicated in a timely manner to the Coordinator, the Commission and the Superintendency, as well as the termination of said process, whether by arbitration award, conciliation or any other manner that implies an agreement of the Parties.

In any case, the modifications that have to be introduced to the Contract must be limited to those that are strictly necessary to adapt it to the new circumstances, safeguarding at all times the transparency and the non-discrimination of the Tender process that gave origin to this Contract.

Expenses incurred by the arbitrator's fees, expert opinions that may be required, and any other expenses incurred as a result of the arbitration shall be borne by the parties in the proportion indicated in the judgment.

SEVENTEENTH: COMPLIANCE.

In compliance with its obligations under this Contract, the [name of the Ajudicatory], its employees and representatives must comply fully with all applicable laws regarding corruption, money laundering, terrorism, economic sanctions and boycotts, including, among others, Law No. 20,393 on Criminal Liability of Legal Persons.

FOURTEENTH: TERMINUS OF WORK

It will be understood by Terminus of the Works, to the delivery of the totality of the Pending and the Return of the Land, according to the indicated in the numeral 2.3 of the General Administrative Bases.

NINETEEN: TITLE OF THE CONTRACT AND ITS CLAUSES.

The parties declare that the title of this Contract and those of each of its clauses are intended to facilitate understanding and order and are merely referential, so that they do not affect in any way the content thereof, which will prevail over the titles, in case of discrepancy.

TWENTY-TWO: ASSIGNMENT.

The Parties agree that the Contractor may not assign, give as a guarantee, transfer or transfer in any way, in whole or in part, this Contract, nor any right derived for the payment or collections from the same Contract, without the prior and written consent of the Owner, except to assign a copy of the invoice in the terms established in Law No. 19.983, which regulates the transfer and grants executive merit to said document.

The breach of this obligation, in any form or for any reason, will be sufficient cause for the Principal to terminate the Contract and without indemnification of any kind for the Contractor and to enforce the guarantees of the Contract. The Parties declare that this circumstance is an essential and determining condition for the execution of this Contract.

The Owner shall be entitled to assign or transfer the Contract to his legal successors and to his related companies, for which the Contractor already grants his authorization, provided that the assignee accepts expressly and in full all the rights and obligations emanating from it.

TWENTY-FIRST: ADDRESS OF THE PARTIES.

For all the effects derived from this Contract, the parties fix their domicile in the city and commune of Santiago de Chile.

TWENTY SECOND: APPLICABLE LEGISLATION.

The Contract is governed by the laws of the Republic of Chile.

TWENTY THIRD: VALIDITY OF THE CONTRACT.

This Agreement will be understood to be in effect until both parties agree to the settlement that clause 10.3 "Settlement and settlement of the Contract" of the General Administrative Bases establishes.

The foregoing, without prejudice to the application of any of the grounds for early termination of the Contract that were applicable, in accordance with the provisions of the Base of Licitations.

TWENTY-FOURTH: EXEMPLARY.

This Contract is signed in three (3) copies, one (1) being held by the Owner, one (1) held by the Contractor and another held by the Coordinator. Each of the copies includes a complete set of the Integrative Documents and their Annexes.

TWENTY-FIFTH: PERSONNELS.

The legal status of gift [●], to represent the Contractor [●], consists of a public deed dated [●] of [●] of the year [●], granted at the Notary Public of [●] of Mr. [●].

The legal status of gift [●], to represent the Owner [●], consists of a public deed dated [●] of [●] of the year [●], granted at the Notary Public of [●] of Mr. [●].

Owner

p.p. Name of the Representative (s)

Contractor

p.p. Name of the Representative (s)