

SMU GROUP
INTERNATIONAL SUPPLY
GENERAL TERMS

1. PURPOSE.

The purpose of these General Terms is to establish the terms and conditions for the SMU Group with its international suppliers of goods, which shall be applicable to the international supply operations of all types of Products.

This document, which is acknowledged by the Supplier and explicitly accepted by the latter through the signing of the Specific Terms, shall apply in a supplementary and complementary manner to the other documents exchanged by the Parties in the context of the international supply of goods, among which are the Particular Terms, contained in Annexes I, II and III of this document, the Specific Terms and the Purchase Order(s) issued with respect to the Supplier. In addition, these General Terms shall be understood as known and explicitly accepted and shall be applicable in cases where a Purchase Order is issued by the Client and accepted by the Supplier, but no agreement has been signed by the Parties.

Notwithstanding the preceding, the Parties agree that the General Terms, the Particular Terms, and the Specific Terms constitute a “Framework Agreement” between the Client and the Supplier, which will give rise to a “Purchase Agreement” only once the relevant Purchase Order has been accepted by the Supplier. Notwithstanding the foregoing, once the Purchase Order has been accepted, the documents and all obligations and provisions contained therein shall form an integral part of the aforementioned “Purchase Agreement”.

In the event that the Supplier provides Products of more than one type of trademark (e.g., The Supplier provides the Customer, as defined below, with one or more Generic Brand Products and additionally with one or more Owned Brand Products), a Specific Terms’ document must be signed for each type of Trademark.

2. INTERPRETATION

In this Agreement, unless the contrary intention is exhibited:

- a) Reference to a provision of a law includes said provision and all amendments it has undergone.
- b) “Section” or “annex” is a reference to a particular Section or annex of this Agreement.
- c) plural words include their singular form and vice versa.
- d) the headings of this Agreement are placed for legibility only and are not meant to be considered for interpretation purposes of this Agreement.
- e) in cases where the Customer and the Supplier have agreed Specific Terms for more than one type of trademark, the provisions of each Agreement shall be interpreted independently with regard to each type of trademark.

3. DEFINITIONS.

The Parties agree that, except for proper nouns and the initial word of any sentence, capitalized terms used in the Agreement that have not been specifically defined, shall have for all purposes of this Agreement, the meaning indicated for each of them, these definitions being extensive to both their singular and plural form, as the case may be:

“Agreement’s Specific Terms” or “Specific Terms” means the specific terms and conditions of the Agreement to be agreed on a case-by-case basis between the Customer and the Supplier.

“Anti-Corruption Rules” means all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption, including, but not limited to:

- a) Bribery Act 2010 (UK);
- b) United States Foreign Corrupt Practices Act;
- c) Articles 248 and following of the Chilean Penal Code, Laws N° 20.393, N° 19.913 and N° 18.314.
- d) SMU’s Crime Prevention Policy Standards.

“Applicable Laws” means the laws of the Republic of Chile unless it has been specified otherwise in the Specific Terms.

“Application Evaluation” means evaluation performed by external third-party laboratories approved by the Client, to measure through physical-chemical analysis the quality attributes of samples submitted to the development process versus the market standard, the latter defined by the product manager of the category or by another individual appointed by the Client’.

“Business Day” means every day except Saturdays, Sundays, and holidays in the Republic of Chile. When the concepts “day” or “days” are mentioned, without explicitly mentioning that they are working days, it shall mean calendar days, that is, every day, without exceptions.

“Commencement Date” or “Effective Date” has the meaning assigned to it in the Specific Terms.

“Customer” or “Client” has the meaning assigned to it in the Specific Terms and includes other SMU Group company or companies purchasing Products under this Agreement.

“Distribution Center” means the central reception, distribution and dispatch center for products that are currently or will be in the future operated by SMU Group or third parties on behalf of SMU Group.

“Force Majeure” or “Force Majeure Event” means any event or circumstance, or combination of events or circumstances, which meet all of the following criteria:

- a) occurs after the Commencement Date.
- b) was not caused by the Party alleging the Force Majeure Event and is beyond the control of said Party.
- c) is unavoidable or could not have been avoided or overcome by reasonable commercial efforts and due diligence of the Party alleging the Force Majeure Event.
- d) Either: (i) regarding Customer as the affected Party, has an impact that will demonstrably and adversely affect the Customer’s ability to perform its obligations (other than payment obligations) under the terms of the Agreement; or (ii) regarding the Supplier as the affected Party, has an impact that will demonstrably and adversely affect Supplier’s ability to deliver the Products to the committed quality standard and on the applicable delivery dates, as detailed in the relevant Purchase Order.

The burden of proof as to whether a Force Majeure Event has occurred and whether the Force Majeure Event excuses a Party from the performance of its obligations shall be on the Party alleging such Force Majeure Event.

“Framework Agreement” or “Agreement” means jointly these General Terms, the Particular Terms, the Specific Terms, their annexes, and any subsequent amendments and addendums validly entered into by the Parties.

“General Terms of the Agreement” or “General Terms” means this document, establishing the general contracting terms and conditions between the Client and the Supplier, and which has a supplementary and complementary application regarding the Special Terms and Specific Terms.

“ICC” has the meaning assigned to it in Section 20.2.b) of these General Terms.

“Indemnified Persons” has the meaning assigned to it in Section 12.a) of these General Terms.

“Industrial Property” means trademarks and trade names, e-mail addresses, trade dress, slogans, emblems, symbols, logos, insignias, labels, packaging, patents of invention and industrial designs.

“Particular Terms of the Agreement” or “Particular Terms” means the particular terms and conditions of engagement between the Customer and the Supplier applicable to the Generic Brand Products, Owned Brand and Controlled Brand, as the case may be, and as set forth in the Specific Terms, which are incorporated herein as Annexes I, II and III.

“Parties” means the Client and each of the Suppliers, as detailed in the Specific Terms.

“Price” means the cost of the goods that Supplier sells to the Customer, as specified in the relevant Purchase Order.

“Products” means the products which are the subject of a purchase contract under this Agreement or which have been identified as such in any of the Agreement’s documents.

“Proforma Invoice” has the meaning assigned to it in Section 5.a) of these General Terms.

“Purchase Agreement”, “Purchase” or “Purchase of Products” means the purchase agreement whereby, on one hand, Supplier agrees to sell and deliver to the Customer one or more Products, and, on the other hand, Customer agrees to pay the price for said Products, as set forth in the relevant Purchase Order. This contract is verified and perfected upon issuance and acceptance of the relevant Purchase Order and is governed by the terms and conditions of this Agreement.

“Purchase Order”: means the order issued by the Customer through the computer system available for this purpose, for the purchase of one or more Products from the Supplier.

“Regulations” has the meaning assigned to it in Section 20.2.b) of these General Terms.

“Sensory Evaluation” means evaluation performed by external third-party laboratories approved by the Client, in order to measure through a trained expert panel, the quality attributes of samples, submitted to the development process versus the market standard, the latter defined by the product manager of the category or by another individual appointed by the Client.

“SMU” means SMU S.A. Tax Identification Number 76.012.676-4.

“SMU Group” means SMU and its subsidiaries or related entities, operating the supermarket business through its brands, such as Unimarc, Mayorista 10, Super 10, Alvi, Abu Gosch, and/or any of the entities that currently or in the future shall purchase goods or merchandise to supply SMU’s supermarket business.

“Supplier” has the meaning assigned to it in the Specific Terms.

“Termination Date” has the meaning assigned to it in the Specific Terms.

“**Trademark**” means the trademarks owned by Supplier or Customer and duly registered in the competent registries; or, which, under this Agreement, shall be registered for the proper marketing of the Products.

4. ORDER OF PRECEDENCE

All the documents that form part of this Framework Agreement are complementary and each must be interpreted in connection with the others. If any provision contained therein is contradictory or inconsistent as a whole or in its parts with the provisions of any of the other documents comprising the Agreement, the following order of precedence shall apply:

- a) Purchase Order and its attachments and modifications, if any.
- b) Specific Terms of the Agreement and its annexes, if any.
- c) Particular Terms and their annexes, if any.
- d) General Terms and its annexes, if any.

5. PURCHASING PROCESS.

The present General Terms are part of a Framework Agreement between the Customer and the Supplier, meaning the mere subscription of this document does not generate obligations for the Parties with respect to the Purchase Agreement.

The Product purchasing and procurement process has the following stages and characteristics:

a) Quotations and Proforma Invoice:

The Supplier shall inform the Customer of the terms and conditions of sale of its Products by means of a “Proforma Invoice” in accordance with the form attached as Annex IV to these General Terms, notwithstanding new forms that may be defined in the future by the Customer.

b) Purchase Order:

In order to place the purchase orders, the Customer, through a commercial agent appointed for this purpose, and in accordance with the provisions of Section 15 below, shall issue a Purchase Order to the Supplier. Notwithstanding other information that may be incorporated by the Customer, the Purchase Order shall contain, at least, the following information:

- (i) Supplier’s details.
- (ii) Client’s details.
- (iii) Number or label of the Framework Agreement or its date, if applicable.
- (iv) Purchase Order Number.
- (v) Purchase Order’s Issuance Date.
- (vi) Precise identification of the Product and its quantity or units.
- (vii) Place and date of delivery of the goods.
- (viii) Unit price, total price and quoted currency.
- (ix) Method of payment.
- (x) Incoterm, which must be one of the Incoterm 2020 agreed in the Specific Terms.

The Purchase Order shall be nominative and may not be assigned or transferred by the Supplier unless the Parties expressly agree otherwise in writing.

No amendment or addition to the terms of a Purchase Order shall be binding on the Parties unless is set forth in writing and signed by both Parties.

The Parties expressly agree that neither the Customer nor the rest of the SMU Group shall be obligated to make a maximum or minimum of purchases. Likewise, purchases and/or volume negotiations made during past periods do not in any way assure that purchases will be made, or the same volumes will be maintained in the future.

c) Acceptance of the Purchase Order.

The Purchase Order shall only be binding on the Customer once it has been accepted by the Supplier.

The acceptance of a Purchase Order may be explicitly or tacitly made. It shall be explicit when so stated by the Supplier, without including new terms or conditions, and in writing. Acceptance shall be tacit in the event of any of the following situations:

- (i) When the Supplier delivers the goods on the date and at the place indicated in the Purchase Order.
- (ii) When the Supplier performs any act that unequivocally must be understood as the acceptance of the Purchase Order.

Once a Purchase Order has been accepted, the Parties may not be excused from fulfilling the purchase of Products except in the cases of Force Majeure for which it shall notify the other Party as soon as it becomes aware of said circumstance in accordance with the provisions of Section 15 of these General Terms. Once Force Majeure has been proven, the Party alleging such circumstance shall be released from the performance of its obligations.

If, after 30 (thirty) days since the Supplier's notification to the Customer of the Force Majeure Event, said event has not ceased, the Customer may terminate the purchase of Products affected by the Force Majeure Event, without any right to damages or compensation for the Supplier. If the Customer wishes to cancel the purchase of Products according to this paragraph, the Customer must notify the Supplier of its decision in accordance with Section 15 below.

d) Shipping and Delivery.

Once the Purchase Order has been accepted, the Supplier shall deliver the Products according to the date, the place, and the quantity indicated in the Purchase Order.

Unless the conditions of sale or Incoterms indicate otherwise, the Supplier shall maintain custody of the Products and shall be responsible for any damage or loss suffered by said Products until they are received at the place of delivery indicated in the Purchase Order.

All risk regarding Products shall be borne by the Customer only after the satisfactory delivery of the Products has been verified.

With respect to perishable products, and unless it is stated otherwise in the Specific Terms or in any other document that forms part of this Agreement, at the time of delivery of the Products by the Supplier to the Customer (or its agents) these must have a shelf life of at least 50% (fifty percent).

The Supplier shall be responsible for any duties, tariffs, or taxes applicable to the shipment and delivery of the Products, unless it is stated otherwise in the Purchase Order,

The Customer is not obligated to receive Products that have not been requested via Purchase Order, that have been dispatched by the Supplier in quantities greater than those requested, that do not comply with their technical or quality conditions, or that are not fit for sale or that are damaged or mislabeled; notwithstanding that the Products in question may be received freely and voluntarily by the Customer, if so having agreed previously the amount to be paid for them, as well as the penalties and costs to be deducted. In any of these cases, the provisions of Section 7 shall be applicable.

Notwithstanding the foregoing, the Customer states that the Products that are not requested in a Purchase Order or that are shipped in excess of what is indicated therein, and which are included in the shipments, may be subject to inspection by the National Customs Service or other governmental or administrative entities. The Supplier acknowledges and agrees that it shall be the sole responsible for the results of such inspection. If delays in the shipment of the Products are produced as a consequence of such inspection, the fines set forth in letter e) below shall be applied.

e) Fines for late delivery.

The Parties agree that, in case of delay in the development, production, shipment or delivery of the Products as indicated in the Purchase Order, the penalties set forth in the Specific Terms of the Agreement shall apply.

The Supplier agrees and authorizes the Client and the other entities of the SMU Group to deduct from any pending or future payments due to the Supplier the amount equal to the fines applied in accordance with this Agreement, notwithstanding the Client's right to execute the guarantees, if applicable.

The Parties expressly agree that the penalties set forth in this Section: (i) are fair and reasonable, considering the damages that would be suffered by Customer as a consequence of the event, and that such amount has been agreed upon by the Parties because of the difficulty in determining the exact amount of damages that would be suffered by the Customer in such a situation; (ii) are applicable regardless of the damage actually suffered by the Client, whether it is loss of income, cost increases or other; and, (iii) constitute a delay damages (*pena moratoria*) and do not limit the Client's rights to claim compensatory damages (*indemnización compensatoria*) and/or demand the specific performance (*cumplimiento forzado*) of the Supplier's obligations, nor any other rights it may have under the applicable laws.

f) Transportation.

If the conditions for sale or Incoterm considers transportation of the Products, the Supplier shall, by itself or through a third party contractor retained by it, transport the Products to the agreed place of delivery and in accordance with the agreed means of transportation.

Unless the Purchase Order or any of the other Agreement Documents state otherwise, Supplier shall be obligated as follows:

(i) *Land transportation*: If the delivery of the Products considers land transportation, the Supplier shall be responsible for the transportation of the Products and shall bear the risk and losses thereof, until the goods are delivered at the agreed location. In the cases in which this type of transport is considered, the Supplier shall comply, at least, with the following:

- 1) Trucks must be equipped with GPS.
- 2) The tract cannot be more than 7 years old.
- 3) The height of the ramp should be 1.25 mt.

- 4) Loads covered by tarpaulin are generally not allowed. Only products that are safe to transport under these conditions will be allowed to be transported in semi-trailers covered by tarpaulins.
 - 5) In the case of refrigerated or frozen cargo, the means of land transport used must be watertight and two thermographs with GPS must be incorporated to track the cargo and its temperature.
 - 6) The reception at the relevant Distribution Center must be coordinated with the Customer's commercial manager, which must be scheduled at with least 48 hours in advance. In no case shall the Customer assume any demurrage penalties for trucks if the Supplier does not comply with providing dispatch information.
- (ii) *Sea transportation:* the Supplier must ensure that the containers assigned to it comply with the following conditions.
- 1) The cargo shall be transported with proper protection, taking special consideration of the type of product, the indications on its packaging and the temperature, pressure and humidity requirements, which are conditions to be specified by the Supplier in the technical specifications.
 - 2) Containers must be suitable for food shipments, except in the cases where the product does not require it. They must be watertight, clean, and free of transferable odors or stains.
 - 3) Loads must be shipped palletized and protected, and properly lashed inside the containers.
 - 4) For refrigerated or frozen shipments, the use of two thermographs is required.
- (iii) *Air transportation:* the Supplier shall ensure that the cargo complies with the following minimum conditions.
- 1) Cargo must be shipped palletized and properly lashed and secured to the pallet.
 - 2) The cargo must be transported with proper protection, with special consideration of the type of product, the indications on its packaging and the temperature, pressure and humidity requirements, which are conditions to be specified by the Supplier in its technical specifications.

Regardless of the means of transport used, the Supplier shall deliver, together with the Products, all documentation necessary for their use and marketing, including, but not limited to, the commercial invoice, packing list and the appropriate international transport document, whether it is a Bill of Lading (B/L), Road Transport Waybill (CMR) or Air Waybill (AWB).

g) Packing and Stowage.

The packaging of the Products shall be at the Supplier's expense and cost, and complying with the applicable standards providing safety conditions and adequate protection of the contents from those handling the Products and the consumers.

Thus, the Supplier shall pack the Products with the appropriate materials and in accordance with the best practices for safe transportation, considering that it shall always be protected from inclement weather and other unforeseen events that may occur during transportation.

In accordance with the Customer's instructions, the packaging used must be suitable for the type of transport applicable, and must be at least damp-proof, waterproof, dust-proof and pressure-proof.

In the packaging of the Products, Suppliers shall include, at their own cost, the following items, if applicable:

- (i) Pallets: Container or truck cargo must necessarily be stowed on four-entry wooden pallets, either European or American model, unless expressly instructed otherwise.

Pallets entering Chilean territory must have the Phytosanitary quality certification ISPM-15 (International Standard for Phytosanitary Measures No. 15 of the FAO), which the Supplier states to be aware of, and must also comply with the provisions of Resolution No. 133 of the Agricultural and Livestock Service of the Government of Chile and other applicable regulations. Failure to comply with these specifications will leave the objected consignment at the disposal of the inspection authority (Agricultural and Livestock Service or other state or administrative body) for the application of the sanitary measures it deems appropriate. In the latter case, the Customer shall have the right to demand from the Supplier the reimbursement of the expenses incurred in the application of the sanitary measures. Any delay that this situation may cause shall be borne by the Supplier, as well as the consequences that may arise from such delay.

- (ii) Cardboard corner protectors: pallets shall use cardboard corner protectors to protect the Products and avoid other damages that could occur.
- (iii) Stowage bags: for the correct stowage of the pallets and loading inside the containers, stowage bags must be used in the spaces between the pallets, and in between the pallets and the container walls.
- (iv) Moisture absorber (*Desiccant*): when the characteristics of the Product so require, and when the cargo is exposed to condensation due to sudden temperature changes during transport, moisture absorbers must be used in the containers.
- (v) Additional ones that are necessary according to the specifications of the Products.

The Supplier shall be liable for any damage to the Products resulting from improper packaging.

h) Quality.

The Products shall be elaborated or manufactured, stored, transported, and delivered in accordance with all legal and regulatory standards in force, and must comply with all standards of good manufacturing practices, procedures, technical, sanitary, environmental, safety or any other standards that may be required to ensure the quality, safety and security of the Products. In the case of Owned Brand Products, the Supplier must also provide technical and legal support in reports emitted by external third-party laboratories accredited for the development of such products.

Likewise, the Products shall be of uniform quality, consistent with the quality evaluated in the process of Sensory Evaluation of food, Application Evaluation, or the quality evaluation according to the relevant evaluation matrix (non-food), if applicable.

The Supplier must ensure that its Products strictly comply with the technical and quality requirements applicable to the Products according to Chilean standards and those indicated by the Customer. This includes the packaging and packing materials that ensure the quality during the shelf life of the Product, as well as the stowage and transport conditions.

Customer may, at its own discretion, by itself or through a third party specially appointed by Customer, carry out quality inspections of the Products prior to shipment. The costs of such inspections shall be borne by the Customer. In the case of Owned Brand Products, such inspection will be mandatory and at the Customer's expense, provided that they are direct imports carried out by the latter.

If the Products do not meet the quality standards required by the Customer, the Supplier shall rework and deliver them before or on the delivery date indicated in the Purchase Order, to be re-examined and inspected by the Customer or a third party appointed by the Customer, if applicable. In this case, the cost of this second inspection shall be borne by the Supplier.

If the Products are delivered late as a result of the foregoing, the penalty in Section 5.e) of these General Terms will be applied.

If, according to the second inspection, the Products again do not meet the quality standards established by the Customer, the latter may, at its own discretion, cancel the entire purchase of Products or only the purchase of the Products that did not meet the quality standards, in both cases being the Supplier liable for the losses caused to the Customer, without any right to receive payment, damages or compensation for said concept. In order to enforce the right to cancel a purchase of Products due to the lack of compliance with the quality standards in a second inspection, a communication indicating the circumstances giving rise thereto sent to the Supplier in accordance with Section 15 will suffice.

Products, especially Owned Brand Products, may also be subject to a Surveillance Program or Plan, at the Supplier's expense and cost, in order to evaluate quality, safety and compliance with the applicable Chilean legislation. The Customer will carry out the Plan through a certified external laboratory, which will sample Products from commercial premises or distribution centers and analyze them to evaluate compliance with the requirements. In the event that one or more Products do not comply with the quality or safety requirements or violate the applicable Chilean regulations, the technical area of the Client will summon the Supplier to evaluate and manage corrective actions, among which are the withdrawal of the batch of Products involved, reprinting of labels with the information to be modified, process of sticking labels with corrections (at origin or at the Distribution Center), application of fines and/or termination of the Agreement. The origin and costs of the Surveillance Plan may be established by the Parties in the Specific Terms.

i) Certifications.

- (i) The Supplier shall maintain in force the safety and quality certifications required by the Client, which shall be issued by an external third-party certifying agency.

The Supplier shall be responsible for ensuring that its Products have the necessary certifications for their legal commercialization in Chile and shall provide the Customer with all the necessary documents for their use and commercialization.

The Supplier, the place of manufacture and/or the Products shall have, at least, the minimum certifications indicated in the Specific Terms of the Agreement.

If the Supplier does not have current certifications or the scope of these do not apply to the Products to be developed, it must undergo an inclusion audit performed by an auditing firm indicated by the Client's Owned Brand technical area. In order to pass, it must comply with a minimum of 85% in the checklist applied, or the percentage explicitly informed by the Client.

- (ii) Certificates of Origin: In order for the Customer to qualify for certain tax benefits regarding the countries of origin of the products purchased by SMU, the Supplier shall provide the Customer with a prompt and accurate Certificate of Origin (hereinafter “CO”) with respect to such purchases.

In the event that the Supplier fails to provide SMU with a prompt and accurate CO and, therefore, SMU is unable to use the foregoing benefits, the Supplier shall issue and deliver to SMU a Credit Note for an amount equal to the amount of money it was unable to recover as a result of the foregoing (the “Recovery”). Such Credit Note shall be delivered by the Supplier within 3 Business Days after reception of SMU’s written request. If the Supplier fails to deliver the Credit Note within said period, SMU shall be authorized to deduct and withhold from payments due to the Supplier an amount equal to the Recovery and set-off pending obligations with the Supplier. Such deduction, withholding and set-off procedure shall be made on one or several occasions, up to the total amount of the Recovery.

j) Billing.

For each accepted Purchase Order, the Supplier must issue a sales invoice, which shall be delivered to the Customer simultaneously with the Products. The Invoice must be issued for the quantities of Products that have been effectively delivered, as evidenced by the documents of receipt thereof. Together with the invoice, the Supplier must attach the background information that justifies its issuance and content, consisting of the relevant Purchase Orders and the transportation and delivery documents.

The Customer shall have a period of 30 (thirty) Business Days to review and amend the content of the sales invoices issued by the Supplier.

k) Payment

The Customer shall pay the Supplier for each sales invoice within the period considered in the Specific Terms unless there is an explicit written agreement stating otherwise. This period shall be calculated since the date the Customer receives the relevant invoice.

Payment may be made, at the Customer’s discretion, in accordance with the mechanism established in the relevant Purchase Order.

Reception and payment under a Purchase of Products shall not be construed as acceptance of the Products by the Customer, or as a waiver of its rights and/or remedies set forth in this Agreement and the Applicable Laws.

l) Deductions or withholdings from payment.

Notwithstanding any provision to the contrary that may be contained in other documents that form part of the Agreement, the Customer is authorized to withhold, set-off and/or deduct payments and shall have no obligation to approve or make payments to the Supplier under this Agreement, to a reasonably necessary extent, to protect Customer from losses due to:

- (i) defects in the Products which have not been remedied in a timely manner, upon the Customer’s request.
- (ii) third party claims filed against the Client due to the acts or omissions of the Supplier,
- (iii) liens and/or claims filed against the Client that the Supplier must release.
- (iv) Damages caused by the Supplier, its subcontractors or any of their employees.

(v) in general, any material breach by the Supplier of the obligations set forth in the Agreement.

The Client shall notify the Supplier in writing of its intention to enforce this right when any of the aforementioned situations occur, in which case the Supplier shall have 15 (fifteen) Business Days to provide reasonable evidence that it has complied with its obligations or that it has remedied the breach, to the reasonable satisfaction of the Client.

The Supplier shall have no right to early terminate the Agreement or suspend its obligations thereunder as a result of the exercise or attempted exercise of the Customer's rights.

6. PACKAGING, TAGGING AND LABELING OF THE PRODUCTS

The packaging of the Products shall be manufactured, tagged and labeled by the Supplier in such a way that Products fully comply with all Chilean laws and regulations in force, so that there are no impediments for their commercialization in Chile.

Similarly, the Supplier must ensure that the information contained therein effectively corresponds to the materials, parts, pieces, elements, substances, ingredients, structure, volume, weight, measurement and other characteristics of the Products contained in such containers.

It shall be the sole and exclusive responsibility of the Supplier to take all necessary measures to comply with the provisions of this Section.

Notwithstanding the foregoing, the Customer will have the right, but not the obligation, to complement the labeling of the Products to comply with Chilean regulations, at its sole discretion. In the case of Owned Brand Products, the Customer may also freely relabel the Product, at its sole discretion.

Bearing in mind that the packaging material and labels contain or may contain Customer information, the Supplier (especially in the case of Owned Brand and/or Controlled Brand Products) undertakes not to use and to destroy, at the end of this Agreement, any stock of packaging and labels it may have, situations that it must certify to the Customer.

7. REJECTION AND RETURN OF PRODUCTS.

The Customer must notify the Supplier the details of the missing, damaged or rejected Products within 15 (fifteen) Business Days from the delivery of said Products.

In the case of rejected products, the Supplier must retrieve the Products from the location where they were delivered. Once the period of 15 (fifteen) Business Days has elapsed without the Products being removed, the Customer is entitled to dispose of them and remove or destroy them at its own discretion at the Supplier's expense.

The Customer may reject and return the Products to the Supplier in the following cases:

- a) When the Products do not correspond in quality, quantity or identity to those indicated in the relevant Purchase Order.
- b) When the Products have manufacturing defects, lose their qualities before the expiration date committed by the Supplier or when their shelf life is less than the required.

- c) In the case of destroyed or deteriorated Products beyond their normal span for deterioration and destruction in accordance with the Product category.
- d) In the case Products are contaminated with microorganisms, viruses and/or parasites, foreign or deleterious substances of mineral, organic or biological origin, radioactive substances and/or toxic substances in quantities greater than those permitted by the regulations in force, or which are presumed to be harmful to health; according to the Applicable Laws.
- e) Products presenting any type of dirt, debris or excrement on them, on their containers, labels, packaging, or the Products' transportation support elements. Also, the presence of pests or their waste.
- f) When additives not authorized by current regulations or in quantities greater than those permitted are used in their manufacture.
- g) When the Products do not comply with the technical specifications approved in the development stage. It shall also be considered as not complying with such specifications when the Products are delivered to the Customer breaching the stacking standards indicated.
- h) When Owned Brand Products are manufactured in plants that are not authorized by the Client.
- i) When, due to the Supplier's responsibility, the withdrawal of the products from the halls and/or Distribution Centers is necessary due to the impossibility to commercialize them, and the Supplier does not withdraw the products from the premises within the term stipulated by the Customer.

In the case of missing Products, the Customer may, at its sole discretion, request the Supplier to deliver the missing Products or renounce them.

In the event that Customer chooses to return the Products or decides not to request the Supplier to deliver the missing Products, the Supplier shall issue a credit note for the difference between what was invoiced and what was received to Customer's satisfaction. This credit note shall be issued as soon as possible, and in no case later than 10 (ten) Business Days since its request.

8. DISCONTINUITY AND PRODUCT REPLACEMENT.

If a Product is to be discontinued, the Supplier must notify the Customer with at least six (6) months in advance.

The Customer is not obligated to accept replacement Products offered by the Supplier.

The replacement of one Product with another must always be approved in advance and in writing by the Customer. The same conditions of this Framework Agreement shall apply to the replacement Products.

9. REPRESENTATIONS AND WARRANTIES.

The Supplier's agents, as themselves and on behalf of the Supplier, represent and warrants the Customer as follows:

- a) That the Supplier it is an existing entity, dully incorporated, in good standing in accordance with the laws of its country of incorporation, and that it is authorized to act and contract validly with general and special authority to supply products and merchandise them to third parties.
- b) That neither the execution of this Agreement nor the acceptance of Purchase Orders in the future shall constitute or imply a breach of any prior agreement, or require consent under the Supplier's bylaws, or

- any Applicable Law or regulation, order, injunction or decree of any court, or any agreement or instrument to which the Supplier is a party or by which it is bound.
- c) That the agents signing the Agreement on behalf of the Supplier have sufficient power to execute the act and bind the Supplier under the terms and conditions described herein.
 - d) That it complies and shall always comply with all Applicable Laws and regulations of its country and Chile, including national codes, treaties and industry standards relating to, among others, employment, health, safety, and the environment.
 - e) That its Products are authentic, of lawful origin, and that no practices contrary to human rights have been used in their origin and logistic chain, being explicitly prohibited the use of violence and/or harassment at work, child labor, as well as forced labor and human trafficking, and that they have the necessary and sufficient authorizations, registrations, and/or certifications in accordance with the law to be legally marketed in Chile.
 - f) That the Products comply and will keep complying with all legal regulations in force, as well as the food sanitary regulations, including, if applicable, the Codex Alimentarium, regulations issued by the Ministry of Health, Ministry of Economy, Ministry of Agriculture, Ministry of Environment, among others, and the GMP, HACCP, BRC, IFS or other GFSI system standards (in the case of food products or related products), consumer rights protection law, personal data and privacy, trademarks, intellectual property, invention patents, industrial property laws and with all safety, health and hygiene laws and regulations that may apply.
 - g) That the marketing of the Products by the Supplier does not infringe industrial or intellectual property rights belonging to third parties. It is expressly stated that, notwithstanding any provision of the Agreement, it shall be the sole and exclusive responsibility of the Supplier not to infringe the rights that any owner, holder or official distributor of such products and/or brands in Chile may have in the country; therefore, prior to their commercialization, it shall send the Customer all the documents that represent sufficient evidence and that enable it to import, distribute, sell or in general any type of commercialization of such products and/or brands, either a license, right of use, and/or in general any type of reliable authorization emanating from the owner, holder or official distributor.
 - h) Freedom of expression, association and the right to collective bargaining is an inalienable prerogative of every supplier of the Client in accordance with the regulations in force.
 - i) It undertakes not to carry out or tolerate any activity constituting a crime, especially, but not limited to, bribery of national or foreign public officials, money laundering, financing of terrorism, possession of stolen goods, corruption among private individuals, non-compatible negotiation, unfair administration, misappropriation, water pollution, and commercialization storage and transportation of hydrobiological resources that are forbidden or scarce; crimes under the Weapons Law and human trafficking, and computer crimes or any other that may be established in the future on similar or related matters.
 - j) That Supplier and its executives, officers, workers, employees, shareholders, representatives or agents, directly or indirectly, have not breached, are in compliance with, and will comply during the term of the Agreement with the Anti-Corruption Rules and all other Applicable Laws, regulations, orders, judicial decisions, conventions and rules of international financial institutions relating to national or international corruption, extortion, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenditures to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls. The Supplier shall properly and accurately record in its corporate and financial books and records all transactions that relate in any way to this Agreement. Supplier will provide, upon written notice from Customer, copies of the records of transactions and any other information relating to sales made to the Customer that the latter may reasonably require for the purpose of monitoring compliance with the obligations of this paragraph.
 - k) That the relations between SMU Group and its Suppliers shall be agreed and executed in strict compliance with the Applicable Laws in force in Chile, the principles of good faith, cooperation, and reciprocal loyalty. Both Parties undertake not to engage in conducts that may be classified as a conflict

- of interest, disloyal or illegal, or unlawful business practices or conducts contrary to the SMU Group's code of ethics and business conduct.
- l) That it is aware of SMU's commitment to compete freely, fairly and loyally, and to proactively comply with Decree Law No. 211 and all matters related to antitrust and competition rules.
 - m) That it is aware that:
 - i. Child labor is prohibited as it is defined by the applicable laws of their country. Regardless of local laws, Suppliers will not hire workers under the age of 16 or the mandatory school age. Where working conditions may impose a hazard, suppliers must hire workers over the age of 18.
 - ii. Is banned from using forced or involuntary labor, including prisoners, bonded labor or involuntary prisoner labor.
 - iii. It must treat its workers fairly, with dignity and respect. SMU Group's Suppliers will not tolerate or use corporal punishments, threats of violence or other forms of physical or psychological abuse or sexual/workplace harassment on their workers.
 - iv. It must provide their workers with a safe and healthy environment that complies with all labor laws and regulations of their country. The Supplier's workers must have access to potable water and sanitary facilities, as well as adequate first aid supplies; and all workplaces must have fire safety facilities, adequate lighting, and ventilation.
 - v. It must comply with all applicable environmental laws and regulations of their country and of Chile.
 - vi. It shall comply with applicable salary laws and regulations in their country, including those relating to equitable pay, overtime or similar.
 - vii. Shall provide their workers with all benefits required by local law or regulation including, if necessary, meals, transportation, and healthcare.
 - n) That its certifications indicated in the Specific Terms of the Agreement are in force and that it will submit to the periodic certifications necessary to keep them in force.
 - o) That it has and will maintain in force its health resolutions and permits, among others, unless otherwise stated in the Particular Terms.
 - p) Both Supplier and Customer, in connection with this Agreement, may process certain personal data of partners, employees, external personnel, or representatives of the other party (the "**Representatives Data**"). The Parties shall process the Representatives Data in accordance with applicable data protection legislation, and in all cases, it shall implement appropriate security measures to protect the Representatives Data.

SMU will treat Representatives Data in accordance with its Supplier Privacy Policy, which is permanently available on its website.

The Supplier represents and warrants that it has the necessary lawful basis to communicate to the Client the Representatives Data and to allow further processing by the latter and, when necessary, in accordance with the applicable legislation, obtain the consent of the owners. The Supplier shall provide access to the privacy policy indicated in the preceding paragraph to its Representatives.

The Supplier agrees as itself and on behalf of the data subjects that certain Representatives Data for which it is responsible may be disclosed, transferred or stored by the Client (even internationally) if it is necessary within reasonable standards to enter into or perform this Agreement. In the event of an international transfer of the Representatives Data, and when required under applicable data protection legislation, the Client will implement the necessary mechanisms to ensure that the transferred Representatives Data is afforded adequate levels of protection in accordance with applicable law.

10. SUPPLIER'S OBLIGATIONS

Notwithstanding the other obligations contained in this Contract, the Supplier undertakes to:

- a) Deliver the Products at the place, on the date and in the manner agreed upon.
- b) That the Products comply with the agreed quality standards and that they conform to the specifications contained in the labels.
- c) Issue and deliver the relevant tax and transportation document(s) in a timely manner.
- d) Comply with the “Representations and Warranties”.
- e) Comply with confidentiality obligations.
- f) Comply with the obligation of exclusivity and/or trademark registration, if applicable.
- g) Respect the Client’s Industrial Property, refraining from using it in any way and refraining from registering or applying for registration of Industrial Property that: (i) is identical, confusingly similar or is a colorable imitation of the Client’s Industrial Property; (ii) incorporates or is a combination or variation of the Client’s Industrial Property; (iii) is visually or phonetically similar to the Client’s Industrial Property or (iv) is similar to any graphic, visual, phonetic representation or a transliteration or translation of the Client’s Industrial Property.

11. CUSTOMER’S OBLIGATIONS

Notwithstanding to the other obligations contained in this Agreement, Customer agrees to:

- a) Receive the Products in the agreed time and manner.
- b) Pay the price of the Products as agreed.
- c) Maintain adequate facilities for storage and handling of Products.
- d) Store and maintain the Products in optimal conditions, in accordance with its requirements.
- e) Comply with confidentiality obligations.
- f) Respect the Supplier’s Industrial Property, refraining from using it for purposes other than those contemplated in this Agreement.

12. INDEMNIFICATION

- a) Supplier shall defend, indemnify and hold the Client free from any responsibility, including SMU and the rest of the SMU Group, its shareholders, officers, employees and other related persons (the “**Indemnified Persons**”) from and against any and all direct or indirect, foreseen or unforeseen damages, consequential damages and lost profits, reputational damage and all losses, costs, injuries, liabilities, responsibility, claims, demands, penalties, assessments, interest and causes of action, expenses, including reasonable attorneys’ fees, incurred by or asserted against the Indemnified Persons, to the extent and as a result of any of the following:
 - i. Any breach by Supplier of its obligations under this Framework Agreement or Applicable Laws.
 - ii. Any breach by the Supplier of its exclusivity and/or trademark registration obligation, if applicable.
 - iii. Any third-party claim of bodily injury, illness, death, damage or loss of property to the extent caused, by any negligent act or omission of the Supplier, its subcontractors or any of their employees.
 - iv. Any claim by third parties of bodily injury, illness, death, damage or loss of property to the extent caused by any act or omission of the Supplier, its subcontractors or any of their employees involving fraud, illegal or unlawful acts and/or willful misconduct or gross negligence.
- b) The Supplier shall be responsible for the Products it sells or delivers to the Customer, whether or not they are manufactured by the latter, and assumes all liability arising from any flaws or defects thereof and shall hold the Indemnified Persons harmless from any judicial or extrajudicial claim, including administrative proceedings against them in connection with the Products.

- c) The Supplier shall be responsible for delivering the Products according to what is indicated in the Purchase Order and shall take special care that they comply with the quality standards, certifications and other particularities required by the Client.

In order to enforce liability, the Client, once any of the hypotheses indicated in letters a), b) or c) above have been verified, shall notify the Supplier, in accordance with the provisions of Section 15 of these General Terms, indicating the hypothesis or hypotheses of liability attributed to it, the facts that constitute it and the applicable sanction.

Notified in accordance with the preceding paragraph, the Supplier shall have a period of 15 (fifteen) Business Days to state its complaints, which must be send in accordance with the provisions of Section 15 of these General Terms. Upon receipt of the complaints, the Client may decide on the application of the penalty and its amount, informing such decision to the Supplier.

13. WARRANTY

The Supplier shall obtain in the benefit and to the Customer's satisfaction the warranties in accordance with the provisions of the Specific Terms, and shall maintain them in force during the entire warranty period.

14. WARRANTY PERIOD.

The Products object of the Purchase Order will have a warranty period extended from the delivery to the Client until the end of the statute of limitations applicable to the claims and other liabilities applicable to each Product.

The previous shall apply whether the Products have been inspected at the time of delivery or not.

15. COMMUNICATIONS

Any instruction, notice or notification between the Parties must be done in writing and shall be delivered personally, through registered or certified-prepaid mail or electronically in the message body or as an e-mail attachment, sent to the postal address indicated by the Parties in the relevant Specific Terms.

An instruction, notification or notice shall be deemed to have been made:

- a) if delivered personally, on the date it is delivered to the addressee.
- b) if sent to a mailing address in the same city of shipment, within 3 (three) Business Days from the date of issuance.
- c) if sent to a mailing address that is not located in the same city of shipment, 5 (five) Business Days from the date of issuance.
- d) if sent electronically:
 - i. at the time indicated in the delivery confirmation report generated by the sender's e-mail system.
 - ii. if the sender's email system does not generate a delivery confirmation report within 24 hours after the time the email was sent, unless the sender receives a return email notice stating that the email was not delivered, undeliverable, or similar, 24 hours after the time the email was sent, unless the instruction or notification specifies a different timeframe.

Each Party shall be responsible for keeping its contact details up to date. In the event that either Party intends to replace its contact details, it shall inform the other Party in writing by any of the forms of notification indicated above.

16. VALIDITY TERM AND TERMINATION OF THE AGREEMENT

The Agreement shall be valid through the period set forth by the Parties in the Specific Terms.

The Client may early terminate the Agreement, at any time and without cause, by means of a notice sent to the Supplier considering the notice period set forth in the Specific Terms; without this giving rise to any right to damages or compensation whatsoever in favor of the Supplier.

Notwithstanding the foregoing, either Party may early terminate this Framework Agreement, at any time, with immediate effect and without right to compensation of any kind to the other Party, if:

- a) Either Party is declared bankrupt, insolvent, is recomposed, intervened, reorganized, liquidated, wound up, or a receiver, a liquidator, a process server or an administrator is appointed on behalf of a creditor, or circumstances arise which would entitle a court or creditor to file a winding up order, or if in any other way the other Party is likely to become insolvent.
- b) One of the Parties has incurred in a breach of its obligations under this Framework Agreement, and, if being amendable, such breach is not amended within 30 (thirty) days from the notice of such breach.

17. CONFIDENTIALITY

The Supplier undertakes to respect the due confidentiality, proper to business, in the context of a free market and in strict compliance with the regulations for antitrust and competition. Therefore, the Supplier shall not disclose, under any form or circumstance, the negotiations, conditions, cost lists, product lists, strategic and marketing plans, information, material or data of the Agreements and commitments entered into between the Supplier and the Client and the other entities of the SMU Group.

On its end, the Client undertakes in the same way to keep confidentiality of the agreements, negotiations and conditions agreed with the Supplier, thus respecting the strict bilateral relationship it will have with each Supplier, ensuring permanent compliance with antitrust and competition regulations.

All information to which the Supplier has access to regarding the delivery of Products is confidential. Consequently, the Supplier may not disclose such information to third parties or use it for purposes other than the delivery of Products, unless prior written authorization has been granted by the Customer.

These confidentiality obligations shall survive and continue in effect for a period of at least 5 (five) years after the expiration or termination of this Agreement.

Confidentiality obligations will not cover the following information:

- a) The one disclosed under confidentiality, that enters the public domain without breach of the duty of confidentiality stipulated herein.
- b) The one developed independently, without the use of confidential information provided by the other Party.
- c) The one that was in possession of either Party prior to the execution of this Agreement.
- d) The information that may be requested by the authority, whether administratively or judicially, provided that the requested Party immediately notifies the other of the requirement prior to the delivery of the information so that the latter may take the measures it deems appropriate. The Party is obligated to deliver only the information that has been explicitly requested, making its best effort, in case the authority has not specified the type of information required, to maintain the confidentiality of as much information as possible.

18. ASSIGNMENT AND THIRD PARTY RIGHTS

- a) In consideration of the fact that this Agreement is entered into with special consideration to the identity of the Supplier, the latter may not transfer any of the rights and obligations arising from this Agreement, nor give participation to third parties, without prior written consent of the Client.
- b) The Parties agree that Customer may exercise all or part of its rights under the Agreement or the Purchase Agreement itself or through other entities, agents or representatives specially mandated for such purpose, including but not limited to inspections of the Products. In addition, Customer may assign, delegate, transfer or dispose of its rights and obligations under this Agreement to any of the SMU Group entities.

19. RELATIONSHIP BETWEEN THE PARTIES

This Agreement does not create any partnership, association or joint venture relationship or any other type of partnership, agency or employment relationship between the Parties, nor does it appoints the other party's agent, nor give either Party any power of attorney, representation or duty with respect to the other or its business.

The Client and the other entities of the SMU Group shall have no labor relationship of any kind with the employees and/or contractors and/or subcontractors of the Supplier, who shall be solely responsible for the acts performed by them, and for the due and timely compliance with the obligations established by labor, social security, social security, tax and any other applicable legislation in relation to its personnel and/or contractors and/or subcontractors. It is an essential condition of this Agreement that the Supplier's and/or its subcontractors' employees are not subordinate to or dependent on the Client or other SMU Group entities.

20. JURISDICTION AND DISPUTE RESOLUTION

20.1 The Parties shall endeavor to resolve any conflict, difficulty or controversy in good faith, giving each other a reasonable period of time to do so. If the dispute does not result in a resolution, the dispute resolution procedure to be determined in the Specific Terms shall apply between the two alternatives in Section 20.2 below. If nothing is stated in the Specific Terms or there is any doubt as to which procedure is applicable to the specific case, the procedure set forth in Section 20.2.a) shall apply.

20.2

- a) The Parties shall endeavor to resolve any dispute, difficulty or controversy in good faith, giving each other a reasonable period of time to do so. If this does not result in a resolution of the dispute, the following paragraph shall apply. It shall be understood that a settlement of the dispute has not been reached if either party initiates the procedure set forth in the following paragraph.

Any difficulty or controversy that may arise between the contracting parties regarding the application, interpretation, duration, validity or execution of this Agreement or any other reason shall be submitted to arbitration, in accordance with the Arbitration Procedural Rules of the Arbitration and Mediation Center (CAM) of the Santiago Chamber of Commerce (CCS) in force at the time of the request for arbitration.

The parties grant special and irrevocable power of attorney to the Santiago Chamber of Commerce A.G. (CCS), so that, at the written request of either party, it may appoint from among the members of the arbitration body of CAM Santiago an arbitrator *Ex Aequo Et Bono* regarding the procedure and an arbitrator-at-law regarding the substance of the dispute and its award.

No appeal or revision will be admitted regarding the arbitrator's rulings. The arbitrator is specifically empowered to resolve any matter relating to his competence and/or jurisdiction.

This arbitration will be held in Santiago, Chile and in Spanish language.

- b) The Parties shall endeavor to resolve any dispute, difficulty or controversy in good faith, giving each other a reasonable period of time to do so. If this does not result in a resolution of the dispute, the following paragraph shall apply. It shall be understood that a settlement of the dispute has not been reached in this way if either party initiates the procedure set forth in the following paragraph.

Any difficulty or dispute relating to this Agreement and its amendments, including, but not restricted to, its interpretation, duration, validity, changes or further work, performance or termination hereof or any other cause relating to the Agreement or the obligations hereunder, shall be definitely settled by arbitration conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce (respectively, the "ICC" and the "Rules") then in force (provided it has not been modified by this Agreement).

The matter shall be decided by three (3) neutral arbitrators, one appointed by the Client, one appointed by the Supplier and the third appointed jointly by the first two arbitrators or by the arbitration body if the first two arbitrators are unable to reach a mutual agreement within 15 (fifteen) Days. Any arbitrator not appointed in a timely manner shall be appointed by ICC in accordance with the Rules. All arbitrators shall be free and remain free from conflicts of interest with the Parties, their counselors and any technical experts appointed by the Parties or the arbitral tribunal.

The award shall be decided by majority vote and must be delivered in writing and shall state the reasons and findings of fact on which it is based. The award rendered by the arbitrators shall be final and binding on the Parties and may be rendered by and in any court having subject matter jurisdiction. The award shall be paid within thirty (30) days from the date it is rendered and shall be paid in dollars in immediately available funds, free of any liens, taxes or other deductions.

The arbitration proceedings shall take place in Santiago, Chile, and in the Spanish language.

No award or procedural order issued in the arbitration shall be published unless agreed otherwise and in writing by both Parties.

All provisions of this Section shall survive the termination of this Agreement.

21. ADMINISTRATIVE AUTHORIZATIONS.

The Supplier states that, according to the regulations in force at the time of the execution of this Agreement, the Products do not require approvals, permits, resolutions or registrations necessary for their commercialization in Chile.

In the event that, by order of the authority, the need to obtain one or more approvals, permits, resolutions or registrations necessary for the commercialization of the Products in Chile arises in the future, these shall be obtained directly by the Supplier, at its own risk and expense, unless the Parties agree otherwise in writing.

22. MISCELLANEOUS.

- a) The provisions of this Agreement may not be modified, amended or waived, except by written instrument duly executed by both Parties. For the avoidance of doubt, emails between the Parties shall not be considered writing for purposes of this Section 22.a).
- b) The non-exercise or late exercise of a right agreed in this Agreement or that the Applicable Law grants to any of the Parties thereof shall not constitute waiver thereof or amendment of what is agreed in this Agreement, until the statute of limitations of such right elapses in accordance with the Applicable Law.
- c) If for any reason any of the requirements or provisions contained in this Agreement are deemed illegal, invalid, unenforceable, or null and void, under current or future legislation, the other provisions not covered by such ruling shall in force, and any gaps or omissions caused by said ruling, as well as those naturally contained in this contract, shall be integrated or filled by analogically applying the remaining rules contained in this instrument.
- d) The Annexes are an integral part of this Agreement for all legal and contractual purposes. Any amendment to the Annexes shall be binding on both Parties provided that it is signed by them and shall be considered an integral part of this Agreement.

SMU GROUP
INTERNATIONAL SUPPLY
ANNEX I
PARTICULAR TERMS - A
OWNED BRANDS

1. SCOPE OF APPLICATION

This annex shall apply between the Customer and the Supplier to the extent that in Section 1.2. of the Specific Terms, **ALTERNATIVE 1: Owned Brand (Special Terms A)** has been chosen. Likewise, it shall be applicable to those Trademarks and Owned Brand Products belonging to the Supplier which, although not covered by the Specific Terms, are included in an accepted Purchase Order.

Owned Brand Products shall be understood as those Products whose manufacture has been specially ordered by the Customer or SMU to the Suppliers, whose Trademark is the exclusive property of SMU or some of the SMU Group companies and whose commercialization corresponds solely to the SMU Group.

2. ADMINISTRATIVE AUTHORIZATIONS

Section 21 of the General Terms is replaced by the following:

“21. ADMINISTRATIVE AUTHORIZATIONS.

21.1 If, in accordance with the Specific Terms, the Parties have stated that the Products require approvals, permits, resolutions or registrations for their commercialization, it shall be the Client’s responsibility, by itself or through a third party authorized for such purpose, to obtain the necessary approvals, permits, resolutions and registrations for the commercialization of the Products in Chile. The Supplier shall provide the Customer with all the necessary information, and shall collaborate with the Customer so that the latter may prepare, elaborate and present the information and documentation before the relevant authorities.

The Supplier shall ensure that the information and documentation delivered is correct and reliable, especially with regard to labeling, labels and indication of technical specifications, so that it complies with the applicable regulations”.

3. TRADEMARK REGISTRATION

The following Section is incorporated as Section 23 of the General Terms:

“23. TRADEMARK REGISTRATIONS.

SMU Group has registered or will register in its name and at its own cost the trademarks that are the subject of the Agreement. If required by the Client, the Supplier undertakes to provide all information reasonably necessary and shall cooperate with the Client in order to enable the latter to draft, prepare and submit the information and documentation to the relevant authorities for the purpose of registering the relevant trademarks.

The Supplier expressly acknowledges that the ownership of the trademarks covered by this Agreement belongs solely and exclusively to SMU Group, and therefore waives any rights it may have over them, and hereby irrevocably undertakes to refrain from registering and using it by itself or through third parties, the trademarks covered by this Agreement or any other distinctive sign that is visually or phonetically similar to any of such trademarks, in its name or in the name of third parties, both in Chile and abroad, and to take or promote any action aimed at annulling or canceling the registration of the trademarks in the name of the SMU Group.

If at the date of execution of this Agreement, the trademarks covered by this Agreement were already registered by the Supplier both in Chile and abroad, the latter shall assign the registration of such trademarks to the Client. If for any reason the foregoing is not possible, the Supplier shall grant the Client a free, exclusive, perpetual and irrevocable license for the use of the trademarks both in Chile and abroad, the latter also being empowered to grant sublicense agreements for the use of the trademark(s) in favor of the other entities of the SMU Group and third parties.”

SMU GROUP
INTERNATIONAL SUPPLY
ANNEX II
PARTICULAR TERMS - B
CONTROLLED BRAND

1. SCOPE OF APPLICATION

This annex shall apply between the Customer and the Supplier to the extent that in Section 1.2. of the Specific Terms, **ALTERNATIVE 2: Controlled Brand (Particular Terms B)** has been chosen, with respect to the Products and Brands indicated therein. Likewise, it shall be applicable to those Trademarks and Controlled Brand Products belonging to the Supplier, which, although not contemplated in the Specific Terms, there is an accepted Purchase Order for them.

Controlled Brand Products shall be understood as those Products whose commercialization in Chile corresponds exclusively to SMU Group entities.

2. ADMINISTRATIVE AUTHORIZATIONS.

Section 21 of the General Terms is replaced by the following:

“21. ADMINISTRATIVE AUTHORIZATIONS.

21.1 *If, in accordance with the Specific Terms, the Parties have stated that the Products require approvals, permits, resolutions or registrations for their commercialization, one of the following alternatives shall be chosen:*

- a) *The Supplier states to have obtained in Chile all the necessary approvals, permits, resolutions and registrations for the commercialization of the Products in the relevant governmental and/or administrative offices.*
- b) *Supplier shall obtain at its own expense the necessary approvals, permits, resolutions and registrations for the commercialization of the Products, prior to their arrival in Chile. Likewise, Supplier undertakes to maintain the validity of such approvals, permits, resolutions and registrations for the Products during the term of this Agreement.*
- c) *The obtaining of the approvals, permits, resolutions and registrations shall be carried out by SMU Group, by itself or through a third party freely appointed by it, at the Supplier’s risk and expense. Therefore, the Supplier shall authorize the entities of the SMU Group to obtain on behalf of the former, the necessary approvals, permits, resolutions or registrations for the commercialization of the Products in Chile, being the expenses of obtaining such approvals, permits, resolutions and registrations to be borne by the Supplier. For these purposes, the Supplier hereby grants the SMU Group entities sufficient power to obtain such approvals, permits, resolutions and registrations (authorizing it to sub-appoint them to another entity or individual), as well as to exercise all legal actions aimed at obtaining such approvals, permits, resolutions and registrations. In case it is required by the relevant authorities, the Supplier shall grant all those documents, backups and other background information that may be necessary for such purposes.*

Likewise, SMU Group undertakes to maintain the validity of the approvals, permits, resolutions and records, at the Supplier's expense, during the term of this agreement. The costs of maintaining such approvals, permits, resolutions and records shall be borne by the Supplier."

3. EXCLUSIVITY.

The following Section is added as Section 23 to the General Terms:

"23. EXCLUSIVITY.

By this Agreement, the Supplier, during the entire term of this Agreement, grants SMU Group exclusivity for the promotion and marketing, within the territory of the Republic of Chile, of its Products and all the products of its Trademark that are marketed in Chile in the retail and/or wholesale supermarket industry. Such exclusivity shall not extend to those products, places and/or sales channels expressly exempted and precisely indicated in section 6.4. of the Specific Terms.

The exclusivity shall also apply to those products listed in section 6.3. of the Specific Terms that are intended to be marketed under a different format or dosage. Also included are those products which, although not mentioned in item 6.3. of the Specific Terms, are marketed under the same Trademark name and are included in the same product category as those mentioned in said item. "

4. TRADEMARK REGISTRATIONS

The following Section is added as Section 24 to the General Terms:

"24. TRADEMARK REGISTRATIONS.

24.1. *If, in accordance with the Specific Terms of the Agreement, the Parties have stated that trademark registration is required, one of the following alternatives must be chosen:*

- a) *That the registration of the trademark be carried out by any of the SMU Group companies in its name. For these purposes, the Supplier authorizes the SMU Group entities to register the trademark in Chile for the adequate supply, promotion and sale of the Products covered by the Agreement. Once the trademark is registered, it shall remain in the name of the SMU Group entities until the termination of this Agreement, at which time the registration shall be assigned to the Supplier or abandoned, at the Supplier's option. The costs of applying for registration and of maintaining and defending the registration once granted shall be borne by the Supplier.*
- b) *That the registration of the trademark be carried out by the Supplier in its name, being at its expense the expenses of registration and maintenance of such trademark. The Supplier undertakes to initiate the registration procedures before the National Institute of Industrial Property of Chile within a maximum period of 15 (fifteen) calendar days from the signing of this Agreement. Likewise, the Supplier undertakes to continue the processing of such trademark application until its complete registration or until its rejection, either by the National Institute of Industrial Property and/or by the Industrial Property Court, upon appeal of such rejection.*

In the event that the registration request is approved, the Supplier: /i/ hereby grants a free use license for the entire term of the Agreement in favor of the SMU Group entities, and /ii/ expressly accepts and authorizes the SMU Group to enter such license in the margin of such registration, being obligated in this regard to sign the license document(s) necessary for its correct entry.

Likewise, the Supplier undertakes to maintain the validity of the registration(s) for the trademark during the term of this Agreement.

- c) *That the registration of the trademark be carried out by the SMU Group on behalf of the Supplier, being the Supplier responsible for the registration and maintenance expenses of the trademark. For these purposes, the Supplier hereby grants SMU and/or the companies of the SMU Group sufficient power to apply for such registration (authorizing it to sub-appoint them to another entity or individual), as well as to exercise all legal actions aimed at obtaining such registration, as well as to defend the registration once granted. Additionally, the Supplier undertakes to grant all additional public and private instruments that may be necessary for the granting of such power of attorney. Notwithstanding the foregoing, the Supplier hereby subscribes a power of attorney in terms substantially similar to those of the draft power of attorney attached as Annex - Power of Attorney (Standard Form) to the Specific Terms.*

In the event that the request referred to in this section is accepted, the Supplier: /i/ hereby grants a free use license for the entire term of the Agreement in favor of the SMU Group entities, and /ii/ expressly accepts and authorizes the SMU Group to enter such license in the margin of such registration, and in this regard undertakes to sign the license document(s) necessary for its correct entry.

Likewise, the SMU Group undertakes to maintain the validity of the trademark registration(s) during the term of this Agreement.

When the registration of trademarks corresponds to the SMU Group, the Supplier shall provide all the necessary information and shall cooperate with the SMU Group so that the latter may prepare, elaborate and submit the information and documentation to the relevant authorities. The Supplier shall ensure that the information and documentation provided is correct and reliable.

- 24.2. *If, in accordance with the Specific Terms of the Agreement, the Parties have stated that registration of the trademark is not required, this is because the Supplier has already registered the trademark with the National Institute of Industrial Property of Chile, which registration must be maintained throughout the term of the Agreement. As a consequence of the foregoing, the Supplier authorizes the Customer and the other SMU Group companies to use the trademark in Chile for the adequate supply, promotion and sale of the products covered by this agreement.*

The Supplier: /i/ hereby grants a free license of use for the entire term of the Agreement in favor of the SMU Group entities, and /ii/ expressly accepts and authorizes the SMU Group to enter such license in the margin of such registration, being obligated to sign the license document(s) necessary for its correct entry.

- 24.3. *In addition to what is indicated in the previous paragraphs, the Supplier states and guarantees that it has registered the trademark(s) object of the Agreement in its country of origin, and that it has accompanied to the Client sufficient evidentiary documents of the registration of the trademark(s) and that in the case of not having any of them registered, it will do so as quickly as possible, assuming the obligation to send to the Client sufficient evidentiary documents of the registration of the trademark, prior to the acceptance of any Purchase Order, with respect to the unregistered trademark(s). “*

SMU GROUP
INTERNATIONAL SUPPLY
ANNEX III
PARTICULAR TERMS - C
GENERIC BRAND

1. SCOPE OF APPLICATION.

This annex shall apply between the Customer and the Supplier to the extent that in Section 1.2. of the Specific Terms, **ALTERNATIVE 3: Generic Brand (Particular Terms C)** has been chosen. It shall also apply to those Generic Brand Products belonging to the Supplier which, although not covered by the Specific Terms, are included in an accepted Purchase Order.

Generic Brand Products shall be understood as those Products whose Trademark is not owned by the SMU Group and for which the SMU Group does not have exclusive marketing rights in Chile.

2. ADMINISTRATIVE AUTHORIZATIONS.

Section 21 of the General Terms is replaced by the following:

“21. ADMINISTRATIVE AUTHORIZATIONS.

21.1 If, in accordance with the Specific Terms, the Parties have stated that the Products require approvals, permits, resolutions or registrations for their commercialization, one of the following alternatives shall be chosen:

- a) The Supplier states to have obtained in Chile all the necessary approvals, permits, resolutions and registrations for the commercialization of the Products in the relevant governmental and/or administrative offices.*
- b) Supplier shall obtain at its own expense the necessary approvals, permits, resolutions and registrations for the commercialization of the Products, prior to their arrival in Chile. Likewise, Supplier undertakes to maintain the validity of such approvals, permits, resolutions and registrations for the Products during the term of this Agreement.*
- c) The obtaining of the approvals, permits, resolutions and registrations shall be carried out by SMU Group, by itself or through a third party freely appointed by it, at the Supplier’s risk and expense. Therefore, the Supplier shall authorize the entities of the SMU Group to obtain on behalf of the former, the necessary approvals, permits, resolutions or registrations for the commercialization of the Products in Chile, being the expenses of obtaining such approvals, permits, resolutions and registrations to be borne by the Supplier. For these purposes, the Supplier hereby grants the SMU Group entities sufficient power to obtain such approvals, permits, resolutions and registrations (authorizing it to sub-appoint them to another entity or individual), as well as to exercise all legal actions aimed at obtaining such approvals, permits, resolutions and registrations. In case it is required by the relevant authorities, the Supplier shall provide all those documents, backups and other background information that may be necessary for such purposes.*

Likewise, SMU Group undertakes to maintain the validity of the approvals, permits, resolutions and records, at the Supplier's expense, during the term of this agreement. The costs of maintaining such approvals, permits, resolutions and records shall be borne by the Supplier."

3. TRADEMARK REGISTRATIONS.


The following Section is added as Section 23 to the General Terms:

"23. TRADEMARK REGISTRATIONS.

The Supplier has registered before the National Institute of Industrial Property of Chile, at its name, cost and risk, the trademarks of the Products, which registration shall be maintained throughout the term of the Agreement. As a consequence of the foregoing, the Supplier authorizes SMU and the other companies of the SMU Group to make non-exclusive use of the trademark in Chile for the adequate supply, promotion and sale of the products covered by this agreement.

The Supplier represents and warrants that it has registered the trademark(s) covered by the Agreement in its country of origin, and that it has provided the Customer with sufficient documentary evidence of the registration of the trademark(s) and that in the event of not having any of them registered, it will do so as quickly as possible, assuming the obligation to send the Customer sufficient documentary evidence of the registration of the trademark, prior to the acceptance of any Purchase Order, with respect to the unregistered trademark(s).

SMU GROUP
INTERNATIONAL SUPPLY
ANNEX IV
PROFORMA INVOCE (FORM)



PROVEEDOR

PROFORMA INVOICE NRO. XX

Corporate name:
Address:
Contact name:
E-mail:
Phone:
Fax:

To:
RENDIC HERMANOS S.A.
CERRO EL PLOMO 5680, PISOS 7,8,9,10 y 11
LAS CONDES.
SANTIAGO - CHILE
RUT: 81.537.600-5

Contact person name & mail :
email :

Prof/Invoice N°: XX
Date:
Payment Term:
Deliverv Date:
Terms of sells:
Transporte:
Currency:
Port of Loading:
Origin Country:
To (Port):
Page:

Picture	REFERENCIA PROVEEDOR/ SUPPLIER'S CODE	PLU / SMU'S CODE	DESCRIPCION / PRODUCT'S DESCRIPTION	CANTIDAD UNIDADES/ QUANTITY IN UNITS	UNIDADES POR CAJA / UNITS PER BOX	TOTAL CAJAS / TOTAL BOXES	CBMCTN	TOTAL GBM	CANTIDAD T.M	PREC@ FOB / FOB PRICE	TOTAL
										TOTAL	

Transfer Instructions

Beneficiary
Address

Bank Name
Address
Account
Swift

Details of shipment

Tolerance
Containers
Number of shipments
Time Production
Temperature transport
Correlativo OTB:

* Proforma solo válida con firma gerencia MMPP