
Crime Prevention Model - Ley 20.393

FIRST: The Provider, in its own name and that of its affiliated companies, if any, declares and guarantees that: (i) it will comply with the requirements of all laws, rules, regulations and orders of the applicable governmental or regulatory authorities; (ii) is aware that no national public employee or foreign public official has any right to participate directly or indirectly in the remuneration of any transaction or sale obtained through this contract; (iii) notify the Company, promptly and in writing, if you are aware of or have reason to suspect any violation of laws, rules, regulations and orders of the applicable regulatory authorities.

SECOND: The Provider, in its own name and that of its affiliated companies, if any, declares and guarantees that its directors, shareholders, partners, employees or agents are not national or foreign public officials or employees. The Supplier undertakes to notify the Company, promptly and in writing, if any of the directors, shareholders, partners, employees or agents of the Supplier or its affiliated companies, if any, becomes a national public employee or foreign public official during the term of this contract. Upon receipt of the aforementioned written notification, the Supplier and the Company will consult to discuss any matter under any applicable legislation, rule, regulation or order in order to determine if those matters can be satisfactorily resolved. If after that, any of these matters cannot be resolved, in the reasonable judgment of the Company, it may terminate this contract by notifying the Supplier in writing.

THIRD: Law 20,393 establishes the criminal responsibility of legal entities with respect to the crimes of money laundering, financing of terrorism, incompatible negotiation, bribery of national or foreign public employees or officials, reception, corruption between individuals, misappropriation, unfair administration, incompatible negotiation, water contamination, management of prohibited hydrobiological resources, extractive activities without concession of aquaculture, management of hydrobiological resources in a collapsed state without proving their legal origin and ordering a worker in quarantine or sanitary isolation to attend the workplace . By virtue of the provisions of said law, the Company has implemented a Crime Prevention Model.

FOURTH: The Supplier declares to know the obligations, prohibitions and administrative sanctions established by the Company in the context of the Crime Prevention Model, as well as the complaints procedure, which it undertakes to comply with, constituting an essential obligation of this contract.

FIFTH: The Provider undertakes to adopt control measures to prevent, avoid and detect situations related to the crimes of Law 20,393, which may be committed by its owners, main executives, representatives, those who carry out administration and supervision activities, or those who are under the direct direction or supervision of any of the foregoing, especially if they could lead to any damage to the Company.

SIXTH: The Provider undertakes to inform the Company's prevention manager of any violation of the laws, as well as any illegal conduct or operation in the conclusion or execution of the contract, of which it is aware and that may be constitutive of any of the crimes contemplated in Law 20,393. Likewise, the Supplier undertakes, on its own behalf and that of its affiliated companies, to maintain accurate books and records of all transactions related to this contract in accordance with generally accepted accounting practices.

SEVENTH: The Supplier must avoid conduct that could compromise the criminal liability of the Company, in accordance with the provisions of Law 20,393.

EIGHTH: The Supplier undertakes to cooperate in good faith with any request made by the Company as a result of an investigation carried out regarding the possible commission of the crimes of Law 20,393.

NINTH: The Supplier declares to understand that in the execution of this contract it is absolutely prohibited to engage in the behaviors described in article 27 of Law No. 19,913 on money laundering, consequently being prohibited from carrying out actions aimed at concealing or disguising the illicit origin of money or other types of assets, knowing that they come, directly or indirectly, from the perpetration of acts constituting any of the crimes contemplated in said law (illicit drug trafficking, terrorist behavior and migrant smuggling, among others), or hide the assets themselves.

TENTH: The Provider declares to understand that in the execution of this contract it is absolutely prohibited to offer, promise or consent to give a national public employee an economic or other benefit, for the benefit of the latter or of a third party, by reason of his position or to carry out an act proper to his position, omit it, infringe his duties, exert influence or commit an official crime.

Likewise, the Provider declares to understand that in the execution of this contract it is absolutely forbidden to offer, promise or consent to give a foreign public official an economic or other benefit, for the benefit of him or a third party, by reason of their position or to carry out an action or incur an omission with a view to obtaining or maintaining, for themselves or for another, any undue business or advantage in the field of any international transactions.

ELEVENTH: The Provider declares to understand that in the execution of this contract it is absolutely prohibited to request, collect or provide funds by any means, directly or indirectly, for the purpose of their being used in the commission of terrorist crimes.

TWELFTH: The Provider declares to understand that in the execution of this contract it is absolutely forbidden to have in its possession stolen, stolen or other illicit species, or to buy, deliver, offer, sell, transform or commercialize them in any way, knowing their origin or not being able to help but know it. In particular, the Supplier declares that it will not offer or deliver to the Company or its workers, under any title, stolen or other illicit sources.

THIRTEENTH: The Supplier declares that in the process that gave rise to this contract, it did not give, offer, or consent to give, an economic or other benefit, with the aim of being favored, in its contracting, over another offeror.

FOURTEENTH: The Supplier declares that there was no negotiation with any executive of the Company who may have a personal interest in this contract, in breach of the conditions established by law, as established in article 240 of the Penal Code.

FIFTEENTH: The Supplier declares to understand that in the execution of this contract it is absolutely forbidden to appropriate or refuse to return the Company's goods, violating the legal duty to deliver or return them.

Likewise, the Supplier declares to understand that in the execution of this contract it is absolutely forbidden to harm the safeguarding order or the management of the assets of the Company or another person, either by abusively exercising powers to dispose of it on their behalf or compel it, be it executing any action in a manner manifestly contrary to the interest of the owner of the affected assets.

SIXTEENTH: The Supplier declares to understand that in the execution of this contract it is absolutely forbidden to introduce or send to the sea, rivers, lakes or any other body of water, chemical, biological or physical agents of any nature that cause damage to the hydrobiological components found there.

SEVENTEENTH: The Supplier declares to understand that in the execution of this contract it is absolutely forbidden to order a subordinate to go to the Company's premises or to his place of work when said worker is in quarantine or mandatory sanitary isolation decreed by the health authority.

EIGHTEENTH: The Provider also declares that it has not previously incurred, and agrees not to incur in the future, in any of the behaviors or operations that are constitutive of any of the crimes indicated in Law 20,393.

NINETEENTH: For the purposes of the obligations and prohibitions indicated above, it must be borne in mind that no instruction received by the Provider, its owners or dependents may be interpreted as an authorization to commit or participate in any act constituting a crime, especially those contemplated in Law 20,393. Any instruction to the contrary is of no value and exempts you from all responsibility for contractual or commercial damages with which you are threatened for not complying with it.

Failure by the Supplier of the obligations and prohibitions contained in the preceding clauses will empower the Company to terminate the contract, without prejudice to the legal actions that it may also take against it.