

March 10, 2025 (AEST)

### English translation of Water Treatment Contract

**Vancouver, British Columbia – Capstone Copper Corp.** (ARBN 673 751 490) (“Capstone” or the “Company”) (TSX:CS) (ASX:CSC) has released the attached English translation of a Water Treatment Contract signed with ECONSSA which is an English translation of the "Contrato de Suministro y Comercialización de Agua Tratada" dated January 31, 2025 between Empresa Concesionaria de Servicios Sanitarios S.A. and Mantos Copper S.A., lodged on Capstone’s home exchange on 7 March 2025.

### CONTACT INFORMATION

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## SUPPLY AND COMMERCIALIZATION CONTRACT FOR TREATED WATER

### EMPRESA CONCESIONARIA DE SERVICIOS SANITARIOS S.A

and

### MANTOS COPPER S.A.

In Antofagasta, Republic of Chile, on January 31, 2025, between **Empresa Concesionaria de Servicios Sanitarios S.A.**, sole tax role number 96,579,410-7, represented in this act by Patricio Alberto Herrera Guerrero, both domiciled at Monjitas 392, Office 1003, Santiago, hereinafter referred to as "**ECONSSA**", and **MANTOS COPPER S.A.**, sole tax roll number 77.418.580-1, represented in this act by James Craig Whittaker and Fernando García Lázaro, all domiciled at 2800 Isidora Goyenechea Street, office 4103, Las Condes commune, Metropolitan Region, hereinafter the "**Client**"; have agreed to the following Supply and Commercialization Contract for Treated Water, in accordance with the following background, declarations, definitions and clauses:

### BACKGROUND

- I. The Empresa de Servicios Sanitarios de Antofagasta S.A., ESSAN S.A., was incorporated on April 6, 1990, as a public limited company owned by the State of Chile for the purpose of carrying out activities in the sector of production and distribution of drinking water and collection and disposal of wastewater, and to perform other services related to such activities. in the Antofagasta region. In January 2008, it changed its corporate name to Empresa Concesionara de Servicios Sanitarios S.A., ECONSSA. ECONSSA is a public limited company owned by the State of Chile. Among its activities, it is responsible for ensuring compliance with the obligations established in the contracts for the transfer of the right of exploitation granted to operating companies for the provision of public sanitary services for the production and distribution of drinking water and the collection and disposal of wastewater in the country, particularly in 9 (nine) regions of Chile.
- II. In particular, ECONSSA is the concessionaire of the public services for the production, distribution, collection, disposal and treatment of wastewater in the city of Antofagasta, granted by Supreme Decree MOP No. 2 1096 dated December 30, 1996 and in accordance with the provisions of transitory article 1 of Decree with Force of Law number 382 of the Ministry of Public Works (MOP) of 1988. In this capacity and in accordance with article 61 of D.F.L. 382-89 General Law of Sanitary Services, in relation to the provisions of article 43 and following of the Water Code, ECONSSA declares to be the owner and owner of the wastewater that comes from the collection service of the city of Antofagasta, as long as it is kept in its facilities being able to dispose of them in the facilities of a third party, when they have the right to conduct them through the networks and facilities of the respective third party. It also declares that by means of the Agreement for the Transfer of the Exploitation Right granted on 29 December 20003, in the Notary of Santiago de Nancy de la Fuente Hernandez, ECONSSA assigned and transferred to Aguas de Antogasta S.A. the concessions for the production and distribution of drinking water and the collection of wastewater. Notwithstanding the foregoing, and in accordance with the sanitary regulatory framework, the aforementioned operator is obliged to deliver the wastewater for disposal to ECONSSA at the delivery point defined in the Technical Background Sheet approved by the Superintendence of Sanitary Services. This statement, and the veracity and appropriateness of its content, becomes an element of the essence of this contract.
- III. In the Antofagasta Region, the country's main mining region, there is a significant demand for water

resources to sustain productive projects, which has led to the formation of a dynamic water market that combines surface and underground continental sources, as well as seawater. In fact, in view of the need to meet the unmet water demand, several mining companies have sought supply alternatives based on seawater desalination plants, including long pipelines and high-rise lifting systems, to carry the water to the deposits.

- IV. This dynamic condition of the water market at the regional level required ECONSSA to evaluate wastewater management alternatives that allow its reuse in efficient conditions for the development of the city and the region, in order to provide an alternative offer to other supply systems that currently operate and that allow its reuse in efficient conditions for the development of the city and the region.
- V. Therefore, and in order to meet the demand for water in the area, especially for mining projects in the region, and in compliance with the legal regulations on wastewater treatment and disposal, ECONSSA structured the Project (as defined below, in the First Clause on Definitions). To this end, ECONSSA carried out a series of preliminary studies, among which is the Environmental Compliance Statement (EIS) of the project called "New Wastewater Treatment Plant for reuse in Antofagasta", favorably approved by the Environmental Assessment Service (SEA), through the corresponding Environmental Qualification Resolution (RCA) N!! 0310 dated December 14, 2020.
- VI. The first call for the International Public Tender OT-GD-2021-001 for the "Treatment for the Reuse and Marketing of Antofagasta's Wastewater" in relation to the Project, was published in the Newspaper "El Mercurio" and on the ECONSSA website <https://www.econssachile.cl/licitaciones> June 10 and 24, 2021 (the "**Tender**").
- VII. As a result of the foregoing, ECONSSA and the Client entered into a Terms and Conditions agreement dated June 15, 2022, in order to exchange information necessary to evaluate possible businesses and the technical-economic feasibility to determine the volume and quality of water required by the Client in its operations.
- VIII. On November 21, 2022, by agreement 001/132 of the extraordinary session of the Board of Directors No. 132 of ECONNSA, the aforementioned bidding process was declared void. However, as it is a Project of interest to the region, ECONSSA is: (i) making certain modifications to the Tender documents in order to make the Project financially viable, (ii) carrying out negotiations with potential customers, in order to ensure a large part of the demand by entering into contracts for the supply and marketing of the treated waters, and (iii) conducting a new bidding process to award the Project, in which it is expected to receive bids from the participants by March 31, 2025.
- IX. As a result of the above, ECONSSA initiated a new process for the award of the Project "Treatment for the Reuse and Marketing of Antofagasta's Wastewater" identified with the number OT-GD-2023-001, regarding which ECONSSA published the call in the newspaper "El Mostrador Digital" on June 23, 2023 and in the newspaper "El Mostrador"Mercury" on June 25, 2023. There is also the call published since June 23, 2023 on the <https://www.econssachile.cl/licitaciones> website (the "**New Award Process**").

*Capitalized terms used in the Background and Statements have the meaning ascribed to them in clause One of this Agreement.*

## **DECLARATIONS**

### **I. ECONSSA declares, through its representative, that:**

1. It is a public limited company owned by the State of Chile that carries out activities in the sector of production and distribution of drinking water and collection and disposal of wastewater. By virtue of the Agreement for the Transfer of the Right to Exploit the Sanitary Concessions of Region II ("Transfer Agreement"), signed with Aguas de Antofagasta S.A., ESSAN, on December 29, 2003, ECONSSA transferred to ESSAN the operation of the services of production and distribution of drinking water and the collection, disposal and treatment of wastewater throughout the region. with the exception of the cities of Antofagasta and Calama, in which the concession for the disposal and treatment of wastewater was not transferred, remaining under the ownership of ECONSSA.
2. In accordance with Article 61 of the General Law on Sanitary Services (DFL No. 382 of 1989), in relation to the provisions of Article 43 of the Water Code, it is the owner of the wastewater that comes from the collection service of the city of Antofagasta, as long as it is kept in its facilities, being able to dispose of them in the facilities of a third party when it has the right to conduct them through the networks and facilities of the respective third party, so that the provision of the sewage treatment contemplated by the Project has its main legal basis in the first of these articles and is included within the powers conferred by Supreme Decree MOP No. Q 1096 referred to in the previous point, without having been transferred by virtue of the Transfer Agreement. In accordance with the above, ECONSSA declares that it has and, by virtue of the Contract of the New Award Process, the Developer will have, the exclusive right to dispose of the Treated Water and supply a certain volume to the Customer in accordance with this Agreement.
3. It is empowered to initiate the New Award Process and to develop and award the execution and operation of the Project, in accordance with the New Award Process Contract and this Contract.
4. In accordance with the provisions of ECONSSA's bylaws, its General Manager is authorized to enter into this Agreement.
5. It has the RUT 96.579.410-7.
6. It has each and every one of the necessary authorizations from the Board of Directors for the execution of this Agreement.
7. It is the legitimate owner, holder and has the use, under any legal title, of the land where the new WWTP will be located in the Salar del Carmen sector.
8. With the exception of the facilities and works of the Last Mile, it has all the permits, authorizations, environmental and other types and easements necessary to execute, operate and maintain the infrastructure and to supply the Client with the Treated Water, either by *itself* or through the Developer.
9. For the purposes of this Agreement, the domicile is located at Monjitas 392, 10th floor, office 1003, Santiago, Chile.
10. It is carrying out the New Award Process in order to award the Project to the winner in accordance with

the Bidding Bases issued for this purpose.

11. The New Award Process Contract shall include the Developer's obligation to construct and operate the entire infrastructure for the Client.
12. It is its intention to assign the rights and obligations arising from this Contract to the successful bidder, in terms of this instrument, without prejudice to maintaining the obligations described therein even when the aforementioned assignment is completed.
13. In accordance with the provisions of numeral V above, the full execution and due compliance of this Contract does not constitute in any way a breach of the conditions established in RCA No. 0310 dated December 14, 2020, which enables the realization of the project "New Wastewater Treatment Plant for reuse in Antofagasta", but, on the contrary, that RCA is being fully complied with.

**II. The Client declares, through its attorney-in-fact, that:**

1. It is a corporation incorporated in accordance with the laws of the State of Chile.
2. Its representatives have the necessary and sufficient powers and faculties to enter into this Agreement, as stated in public deed number 3965-2024 dated September 12, 2024, granted before the Notary Public of Santiago Mrs. María Angélica Galán Bauerle, which have not been limited, modified or revoked in any way to date of entering into this Agreement.
3. It has the RUT 77.418.580-1.
4. In accordance with its corporate purpose, it has all the necessary powers to enter into and comply with this Agreement and has obtained the necessary corporate authorizations for this purpose.
5. For the purposes of this Agreement, its domicile is located at 2800 Isidora Goyenechea Street, office 4103, Las Condes commune, Metropolitan Region.
6. It is its will to acquire the Contracted Treated Water in terms of the provisions of this Contract, which is a fundamental input for its mining operation in Mantos Blancos, enabling that water to make use of its networks and facilities, especially in the Last Mile.

**III. The Parties declare, through their respective legal representatives, that:**

1. The Contract shall be subject to the terms and conditions set forth in each and every one of the clauses that form an integral part of it.
2. As a constituent part of this Agreement, the annexes are included which, once they have been signed, are initialed. Admitting the possibility of increasing their number during the term of this Agreement, provided that they are agreed and signed by the respective representatives of the Parties.
3. Any modification to this Agreement shall be made by prior written agreement between the Parties. The waiver by either Party of any provision of this Agreement shall also be in writing to be validly deemed as such. Consequently, neither the use nor the verbal, express or tacit agreements or those derived from crossed correspondence, may modify or change what is agreed in this instrument, if it is not in writing and duly signed by the Parties.
4. The conclusion of the Contract does not create any legal relationship of representation or association between the Parties, since neither of them will act or attempt to act as a representative of the other, nor

will it create obligations for the other or commit it in any way. This Agreement only generates for each party the rights and obligations established for each of them in it.

Having made the foregoing statements, the parties expressly agree and agree to bind the performance and observance of this Agreement in accordance with the following definitions and clauses.

## CLAUSES

### FIRST. DEFINITIONS.

For purposes of this Agreement and its Schedules, the following capitalized terms, whether singular or plural and in the present, past or future tense, shall have the following meanings:

**"Pretreated Water"** means all the flow of wastewater collected in the operational territory of Antofagasta, derived from the sanitary concessions for the collection and disposal of wastewater from the city of Antofagasta, with respect to which ECONSSA has the property as stated in the Declarations, and which went through the pretreatment process in the Antofagasta ASF.

**"Treated Water"** is up to the totality of the urban wastewater of the city of Antofagasta collected through the sewerage network of said city, which is then conducted to the PPAS and from them to the PTAS, to be treated in order to remove the contaminants in it and allow its industrial use, mainly for the mining industry. The quality parameters of the treated water are defined in **Annex 1**. It will be ECONSSA's responsibility that the Developer may dispose, at least during the Term of this Contract, of all the wastewater collected in the sewerage network of Antofagasta, so that it has the capacity to conduct it to the rest of the aforementioned treatment facilities and comply with its contractual obligations to supply Treated Water.

**"Additional Treated Water"** shall have the meaning given to it in the definition of Contracted Treated Water in the event that the Preferred Right of Treated Water held by the Customer is exercised in terms of the provisions of sections 3.5 and 4.2.1.

**"Contracted Treated Water"** the Treated Water that the Developer undertakes to deliver to the Customer at the Delivery Point according to the **Annex 2**, and that the Client is obliged to pay monthly in the Fixed Component of the Compensation for all events, and which initially amounts to a permanent flow of [REDACTED] and which will be definitively determined in accordance with the provisions of Annex 9 of this Agreement. Above the [REDACTED] In the event that the Developer has a volume of Treated Water available in the WWTP, the Client will have a Preferential Right of Treated Water to contract and receive an additional flow of Treated Water charged to said available volume, at the Delivery Point, hereinafter the "Additional Treated Water", all under the terms provided in this Agreement. Additional Treated Water may be limited to a period or term, as agreed by the Parties.

**"Contracted Treated Water"** is the Treated Water that is initially the subject of this Contract and whose flow amounts to [REDACTED] and that it will be definitively determined as Contracted Treated Water in accordance with the provisions of Annex 9 of this Contract.

**"Supplied Treated Water"** means the Contracted Treated Water and, where applicable, the Additional Treated Water, effectively delivered by the Developer to the Client, at the Point of Delivery according to **Annex 2**.

**"Most Favored Party Adjustment"** is the obligation to grant the Client the best tariff conditions linked to the supply to third parties of water treated by the WWTP, so that if another user or purchaser of the waters treated by the WWTP achieves better tariff conditions than those agreed in this Contract, these new and better tariff conditions will be transferred to the Client in proportion to its consumption, considering for such

comparison aspects of quality,

delivery points, volumes and flows committed and any other particularity. In the absence of agreement of the Parties, the determination of the tariff adjustments and, where applicable, the refunds of payments made by the Client to the Developer, will be made by the Panel of Experts in Discord or by the Third Party Expert in Discord, as applicable, in accordance with section 3.7 of this Agreement.

**"Annex" or "Annexes"** means the documents that are added to this Agreement, forming an integral part of it, and which correspond to the following:

**Annex 1** - Water Flow and Quality.

**Annex 2** - Delivery Point.

**Annex 3** - indexes TI.

**Annex 4** - Text of the Guarantee.

**Annex 5** - Initial Clients.

**Annex 6** - Monitoring Mechanism.

**Annex 7** - Conditions of application of the Most Favored Party Adjustment Clause

**Anexo 8** - Fines

**Annex 9** - Staggered Contracted Treated Water and Flows.

**"Environmental Attributes"** means all legal, equitable and beneficial rights, interests and benefits arising out of or associated with, any present or future greenhouse gas reductions, all environmental rights, interests, claims, credits, rights, benefits, characteristics or emission rights and all evidence, whether in written or electronic form (including carbon and sustainability (S&S) data and measurements of fuel and any evidence that may be contained in a Monitoring report required to establish and/or evidence any present or future greenhouse gas reduction, environmental right, interest, claim, credit, right, benefit, characteristic, or assignment in order to be eligible for Project Unit Verification and Emission under the Standard Rules, typically quantifiable in tons of CO2 equivalent.

**"Bidding Bases"** means the documents, their appendices and annexes, as well as the responses to the queries made by the bidders, and the other information, specifications and documents issued to ECONSSA, in which the provisions and requirements of a legal, commercial and administrative nature under which the New Award Process for the Project will be developed are established and the requirements of the Developer are defined, which has already begun. For all purposes of this Contract, the Bidding Rules include the call for bids, the prequalification bases of applicants or interested parties and the modifications to these last documents and to the Bidding Bases. The Bidding Bases and their clarifications, modifications and attached documents must be made available and available at all times to the Client in the virtual data room of the New Award Process as indicated in section 2.5.

**"Water quality"** refers to the chemical, physical, biological, and radiological characteristics of Contracted and Supplied Treated Water. These parameters or particular characteristics of the Contracted and Supplied Treated Water are listed in **Annex 1**.

**"Additional T1b Charge for the Exercise of the Preferential Right of Treated Water" or "Additional T1b Charge "** is the charge for lps of Additional Treated Water Supplied by the Developer to the Customer and defined in section 3.5 and which is intended to offset the Developer's investment in the infrastructure to provide the Additional Contracted Water Supplied. The T1b Charge will be charged by the Developer to the Customer on a monthly basis, only in the event that the Customer exercises the Preferential Right to Treated Water and only while the Developer supplies the Customer with the Additional Treated Water. The Additional T1b Charge will not be charged in the event that there is availability of Treated Water from Customers, in terms of section 3.4.

**"Additional T2b Charge for the Exercise of the Preferential Right of Treated Water" or "Additional T2b Charge"** is the additional charge for lps of Additional Treated Water Supplied by the Developer to the Customer and defined in section 3.4 and which is intended to offset operating costs to provide the Additional Contracted Water Supplied. The T2b Charge will be charged by the Developer to the Customer on a monthly basis, only in the event that the Customer exercises the Preferred Right to Treated Water and only while the Developer Supplies the Customer with Additional Treated Water. The T2b Additional Charge will not be charged in the event that there is availability of Treated Water from the Initial Customers, in terms of section 3.4.

**"T1c Additional Charge"** is the additional charge that will be charged only in the event that the Client and the Developer have agreed that the latter will be responsible for executing, maintaining and operating the facilities related to the Alternative Delivery Point when it is located outside the ponds contemplated by the infrastructure that it is obligatory for the Developer to build. The FTA Additional Charge will be equivalent to the cost of execution or proven construction of the works related to the Alternative Delivery Point that are not part of the works related to the original Delivery Point, and will be paid in cash and only once and will be determined, in the absence of agreement of the Parties, by the Panel of Experts in Discord or by the Third Party Expert in Discord, according to the amount of the differences under discussion, all in accordance with the provisions of sections 3.6.1 and 3.6.2 of the Third Clause.

**"T2c Additional Charge"** means the additional charge that will be charged only in the event that the Client and the Developer have agreed that the latter will be responsible for executing, maintaining and operating the facilities related to the Alternative Delivery Point when it is located outside the ponds contemplated for the infrastructure that it is required by the Developer to build. The Additional T2c Charge will be equivalent to the cost of operation and maintenance of the aforementioned facilities related to the Alternative Delivery Point that are not part of the facilities related to the original Delivery Point and will be paid and updated monthly jointly with T2, in accordance with the provisions of the Third Clause. The Additional T2c Charge shall be determined, in the absence of agreement of the Parties, by the Panel of Experts in Dispute or by the Third Party Expert in Dispute, depending on the amount of the differences in dispute, all in accordance with the provisions of sections 3.6.1 and 3.6.3 of the Third Clause.

**"Billable Charges"** has the meaning ascribed to it in Section 7.1 of this Contract.



**"Acts of God or Force Majeure"** has the meaning ascribed to it in section 13.1 of this Agreement.

**"Client"** is Mantos Copper S.A.

**"Municipal Customers" means** all those companies that have entered into a contract or agreement for the supply of treated water in the Antofagasta Region from the Project before the date of notification of the results of the New Award Process (successful bidder) and that will be included by ECONSSA in a list that will be added as Annex 5 to this Contract, forty-five Days prior to the notification of reference, ECONSSA must deliver a copy of these contracts to the Client.

**"Joint and Several Co-Debtor"** is the company or companies related, in the sense regulated by Article 100 of Law 18,045, to the Developer that, for the purpose of obtaining its own prequalification, the prequalification of a subsidiary or the prequalification of the Consortium of which it is a direct part or through a subsidiary in accordance with the Prequalification Bases, accredited with its own audited financial statements the paid-in capital or consolidated equity required by section 18.15 (i) of the Prequalification Bases and accredited the technical capacity required by section 18.14 of the same Bases, with its own technical background.

**"Fixed Component of the Monthly Compensation" or "T2"** is the fixed monthly value to be paid by the Client to the Developer for the Supplied Treated Water, regardless of whether the Client consumes it and which corresponds to the T2 value indicated in section 3.2 of clause Three of this Agreement, plus VAT. Eventually, in the cases provided for in the Third Clause of the Contract, T2b and T2c charges may be added.

**"Variable Component of the Monthly Compensation" or "CVM"** is the monthly value to be paid by the Client to the Developer for the Treated Water Supplied, and which corresponds to the result of multiplying the cubic meters of Treated Water Supplied at the Delivery Point or eventually at the Alternative Delivery Point, in a monthly period, by the value of T3 established in section 3.3 of clause Three of this Agreement, plus VAT.

**"Suspensive Condition"** is the future and uncertain event that consists of: (i) ECONSSA receiving, accepting and awarding an offer from a third party in the Bidding process to assume the design, construction, operation and conservation of the infrastructure, for the execution and operation of the Project, together with the fulfillment of the obligations arising for the Developer of this Contract and the other contracts of the same nature entered into by ECONSSA for the same purpose of this Contract in the Antofagasta Region and (ii) that the bidder concurs to sign the Contract of the New Award Process under the terms provided in the documents of the Bidding Bases.

**"Compensation"** means the certain amount in Dollars that is made up of the Single Compensation or TI and the Monthly Compensation.

**"Single Compensation" or "TI"** is the certain amount in Dollars that must be paid only once by the Client to the Developer and that is specified in section 3.1 of the Third clause, plus VAT, for the Contracted Treated Water, without prejudice to the adjustment provided for in said section. Eventually may be added, in the cases provided for in clause Three, the Additional T1c Charge for using an Alternative Delivery Point.

**"Monthly Compensation"** means the certain amount in Dolares that the Client must pay to ECONSSA in each month and which results from adding the CVM and T2 charges and, eventually, in the cases provided for in clause Three, the T2b and T2c Additional Charges, in all cases plus VAT.

**"Agreement"** means this Agreement and its Annexes initially entered into by ECONSSA and the Client on the date set at the beginning of this instrument, as well as its future amendments.

**"Contract of the New Award Process"** contract and its annexes that ECONSSA will sign with the Developer, during the year 2025, as a result of the New Project Award Process in the terms provided in the documents of the Bidding Bases for the "Treatment for the Reuse and Marketing of the Wastewater of Antofagasta" convened by ECONSSA. The format of the Contract of the New Award Process to be signed by ECONSSA will be shared by ECONSSA with the Client in terms of the provisions of section 2.5 of this Contract, at least 15 (fifteen) Business Days prior to the date of submission of the proposals, established in the last modification, at home, of the calendar of events of the Bidding Bases.

**"CPI" (Consumer Price Index)** published by the Bureau of Labour Statistics of the United States of America in his website (<https://data.bls.gov/timeseries/CUUR00OOSA0>).

**"Treated Water Preferential Right"** means the Customer's preferential right to have the Developer supply the Additional Treated Water under the terms set forth in sections 3.5 and 4.2.1 of this Agreement.

**"Developer"** ECONSSA or the satiety that, complying with the Developer's Requirements, is the awardee of the New Award Contract and is in charge of the development, construction, maintenance, execution and operation of the Spray Project in accordance with said instrument and this Contract and, consequently, the supply and commercialization of the Treated Water and, where appropriate, of the supply and marketing of Additional Treated Water, after cession of the Contract by ECONSSA, under the terms and conditions referred to in clause Fifteen of this Contract. For the purposes of this Contract, ECONSSA holds the status of Developer from the execution of the Contract until the date on which the assignment referred to in clause fifteen of this Contract is entered into and perfected.

**"Dia"** means the 24 (twenty-four) hour period beginning at 0:00 a.m. and ending at 11:59 p.m. Whenever the term Day or Days is used, it is understood that it refers to consecutive days.

**"Dia Habil"** on Mondays through Fridays, excluding Saturdays, Sundays, and holidays declared by law.

**"Dolar" or "USD"** is legal tender in the United States of America.

**"ECONSSA"** Empresa Concesionaria de Servicios Sanitarios S.A.

**"Metering Equipment" or "Meters"** means the Treated Water metering instruments of Developer's cost and responsibility, which shall be installed by the Developer in accordance with the requirements used in the industry, the Applicable Legislation and in terms of the provisions of section 8.1 and which shall be located at the Point of Delivery.

**"Effective Start Date of Supply"** has the meaning given to it in section 6.1.

**" Effective Start Date of Supply of the Project"** means the date on which, once the construction and equipment of the Pipeline and the WWTP has been completed, and having had positive results in the Operational Tests of these, the supply of the Contracted Treated Water must begin at the Delivery Point listed in **Annex 2**. This date may not be in any case later than the Mandatory Date of Supply Date.

**"T1c Additional Charge Determination Date"** has the meaning resulting from the application of section 3.6.2.

**"T2c Additional Charge Determination Date"** has the meaning resulting from the application of section 3.6.3.

**"Payment Date"** has the meaning assigned to it in section 7.2 of this Agreement.

**"Effective Date"** shall be, without prejudice to the provisions of Sections 2.4 and 2.5 of this Agreement, the date on which the Suspensive Condition is fulfilled. It will be the obligation of ECONSSA to notify the Client of this date, within 5 (five) days following the verification of compliance with the aforementioned condition.

**"Effective Date of Project Supply Line"** means the date on which, once the construction and equipment of the Pipeline and the WWTP has been completed, and having had positive results in the Operational Tests of these, the supply of the Contracted Treated Water must begin at the Delivery Point listed in **Annex 2**. This date may not be in any case later than the Mandatory Date of Supply Date.

**"Mandatory Date of Supply Line"** corresponds to [REDACTED]

**"Effective Date of Additional Treated Water Supply"** has the meaning given to it in section 3.5.

**"Effective Date of Supply at Alternate Point"** has the meaning given to it in section 3.6.

**"Scheduled Supply Date"** means the date assigned to this expression in section 6.1 of this Agreement.

**"Warranties"** are the guarantees to be provided by the Parties in accordance with clause Twelfth.

**"infrastructure"** the structures, equipment and installations that make up the WWTPs, as well as the piping, electric power supply and impulsion equipment, backup equipment, supports and

valves of the Pretreated and Treated Water Conduction Lines, the other works, equipment and facilities that must be executed and provided by the Developer in accordance with the Contract of the New Award Process and that, for the purposes of this Contract, includes, without limitation, all the works, equipment and facilities corresponding to the infrastructure for the Client.

**"Infrastructure for the Customer"** means all those components of the infrastructure that are necessary to Supply the Contracted Treated Water at the Delivery Point according to **Annex 2 or at the** Additional Delivery Point.

**"VAT"** is the Value Added Tax.

**"lps"** liters per second.

**"Applicable Legislation"** means all laws, decrees, ordinances, regulations, administrative provisions of a general nature, administrative acts or orders, and other rules or decisions of any kind issued by any competent authority, which are enforceable and binding, related to the Project and which are in force in Chile at the time in question.

**"Tender"** has the meaning attributed to it in antecedent VI of the Contract.

**"Conduction Line"** means the infrastructure that will operate at gravity and pressure, in order to conduct the Pretreated Water from the PPAS to the new WWTP and from there to the Delivery Point according to **Annex 2**. The Pipeline includes, without limitation, all necessary pumps and impulsions and the supply of electric power to ensure its operation and shall have a design capacity, with respect to the Treated Water, at least sufficient to conduct and drive the Treated Water that the Developer is required to supply to the Customer no later than the Mandatory Supply Date.

**"List of Experts"** is the list of professionals linked to the economy, engineering or construction that is in force, prepared by the Tribunal for the Defense of Free Competition, to serve as members of arbitration commissions of public works concession contracts, in accordance with the provisions of Article 36 bis of the Concessions Law contained in DS MOP No. 900 of 1997 and its amendments. If this rule is modified, so that the Tribunal for the Defense of Free Competition ceases to draw up the aforementioned list, any of the Parties may request the arbitral tribunal to appoint in accordance with the nineteenth clause of this Agreement, the preparation of a list of at least 20 persons linked to the economy, engineering or construction that meet the requirements that were required by the applicable standards for the formation of the last list issued by the Court for the Defense of Free Competition. The arbitral tribunal shall compile this list in a brief and summary manner and without any form of trial, with only a hearing of the Parties, an opportunity in which they may propose names that meet the aforementioned requirements, without the arbitral tribunal having any obligation in relation to the proposals it receives. The decision of the arbitral tribunal shall not be subject to appeal.

**"Matters of Expertise"**: means the differences that arise between the Parties regarding: i) the existence of Additional Treated Water; ii) the determination of Additional Charges; iii) the application of the formula contained in Annex 3 of this Agreement as referred to in section 3.1; (iv) the determination of the Compensation referred to in Sections 3.6; v) the application of the Adjustment clause

Most Favored Party referred to in section 3.7, including the determination of reductions in Compensation and eventual refunds to be made by the Developer to the Client for past payments already made; and vi) the differences that may exist between the Client and the Developer with respect to possible duplication of Compensation with respect to the operating and maintenance costs remunerated by the T2 Charge in the case of Additional Treated Water referred to in Section 3.4.2. The Third Party Expert in Discord or the Panel of Experts in Discord may determine the Additional Charges, derived from change of the Delivery Point. The Matters of Expertise may be submitted to the Third Expert in Discord if both Parties agree that the amount of the discrepancy is less than the equivalent in Pesos of 3 (three) million Dólares. If there is no such consensus and, in any case, if the amount of the difference is greater than the aforementioned amount, the Matter of Expertise must be heard by the Panel of Experts in Discord. The same shall apply in cases where this Agreement submits a dispute directly to the Panel of Experts in Discord.

**"Notice"** means any notice or communication between the Parties or between ECONSSA and the Client, which shall be in writing, as set out in section 20.3 below.

**"New Award Process"** has the meaning attributed to it in antecedent IX of the Contract.

**"Unilateral Exit Option"** means the Client's right to terminate this Agreement early, all in the cases and in accordance with the dates, deadlines and forms provided for in the antepenultimate paragraph of section 2.5.

**"Panel of Experts in Discord"** means the panel composed of the 3 (three) Third Party Experts in Discord to resolve in a binding manner the Matters of Expertise that under this Agreement must be known to the Third Party Experts in Discord.

**"Parties"** means ECONSSA, the Developer and the Client and each a Party.

**"Performing Party"** shall have the meaning given to such term in section 17.1 of this Agreement.

**"Party to Performance"** shall have the meaning given to such term in Section 17.1 of this Agreement.

**"Conventional Penalties"** means the penalties described in clause Eleventh of this Agreement. They arise from the power of the contracting parties to stipulate a sanction in the event that any of them fails to comply with the obligations for which they are responsible or, when they do not do so under the terms and conditions agreed upon in this instrument.

It is forbidden for the penal clause to exceed the value and amount of the main obligation, if any.

**"Construction Period"** means the period of time in which the Developer carries out the design, supply, construction, testing and commissioning of the infrastructure and infrastructure for the Customer, which shall be completed no later than the Mandatory Supply Date.

**"Deficiency Period"** shall have the meaning given to such term in section 8.2 of this Agreement. •

**"Billing Period"** means, as of the Effective Date of the Project Supply Date, each calendar month, with the understanding that, in the event that the Project's Effective Supply Date begins on a Day other than the first day of the applicable calendar month, such first Billing Period shall begin on the Effective Date of the Supply Period of the Project and shall terminate on the date which is the last Day of the calendar month in which the Effective Start Date of Supply of the Project occurred and, in the case of the last Billing Period, if this Contract ends on a date other than the last Day of such month, then the last applicable Billing Period shall commence on the first Day of the applicable month and shall terminate on the date this Agreement is terminated, within the same calendar month. The Billing Period may be modified by the Developer upon agreement with the Client.

**"Third Party Expert(s) in Dispute"** shall be the three experts who will make up the Panel of Experts in Dispute that is appointed in accordance with section 3.9 of this Agreement to pronounce on the Matters of Expertise and, among them, an order of precedence shall be established in accordance with that same section, to also serve as Third Party Expert in Dispute.

**"Pesos"** means Chile's legal tender, also called Chilean pesos.

**"Industry Prudent Practices"** means those practices, methods, techniques and standards, as they may be modified over time and which:

- i) They are generally accepted in the wastewater treatment industry in Chile for wastewater treatment, as well as those practices related to the design, engineering, construction, testing, operation and maintenance of equipment in a legal, safe, efficient and economical manner.
- ii) They are in conformity in all relevant aspects with the manufacturer's operating and maintenance guidelines, in each case, as applicable to the equipment in question, taking into account its size, service and type. Sector Prudent Practices are not limited to practice or method 6, to the exclusion of others, but refer to common and reasonably used practices and methods.
- iii) These Sector Prudent Practices do not exempt compliance with the provisions of **Annex 1**, regarding the quantity and quality of Treated Water.
- iv) In the event of a discrepancy between the provisions of this Agreement and the Prudent Practices of the Sector, the provisions of the Agreement shall always prevail.
- v) The exact content of the Industry Prudent Practices shall be credited to either the Developer or the Customer, depending on who invokes it.

**"Project"** means the project that contemplates the design, construction, engineering, supply, assembly and operation of the Wastewater Treatment System for Reuse (as this term will be defined in the Bidding Rules) and the complementary works, in the WWTP, necessary for the reuse and commercialization of treated water to different industries in the area. The Project includes the construction and commissioning of the infrastructure.

**"PPAS"** the Antofagasta Wastewater Pretreatment Plant, which is currently operated by SACYR, located at Av. Pérez Zujovic 6444, owned by ECONSSA, which will pass into its possession on August 31 , 2027, at the end of the Wastewater Disposal Contract that is currently in force.

**"PTAS"** means the new Wastewater Treatment Plant of the city of Antofagasta, which shall be built following

the terms of the Bidding Rules and the RCA in force, to remove contaminants from the wastewater and obtain a water quality in accordance with **Annex 1** and be used especially in the mining industry.

**"Functional Tests"** means the set of tests necessary to verify: the interconnection, installation, design and reliability of the necessary equipment and systems of the infrastructure, which will supply the Treated Water to the Customer, at the Delivery Point according to **Annex 2**, in order to guarantee the Surninistro, in accordance with the quantity and quality, complying with the parameters established in **Annex 1**. These Tests are carried out within the Construction period in terms of what is stated in clause Nine of this Contract.

**"Point of Delivery"** means the point at which the Supplied Treated Water will be delivered by the Developer to the Customer, described in **Exhibit 2**, where the point at which the Metering Equipment will be installed shall also be determined. In the event that an Alternative Delivery Point is enabled, all references to the Delivery Point made in the Contract shall be understood to be made to the Alternative Delivery Point from the time it must begin its operation.

**"Alternative Delivery Point"** means the point where the Supplied Treated Water will be delivered by the Developer to the Customer, upon request by the latter through the Alternative Delivery Point Delivery Request, where the Metering Equipment will also be installed.

**"Requirements of the Developer"** in the case of being a legal entity other than ECONSSA, it will be a company that must comply with the requirements of equity, commercial and technical prestige, experience and minimum endowment required in the Bidding Bases.

**"SISS"** stands for Superintendencies of Health Services of Chile.

**"Development Control System"** refers to a software that controls the distribution of water to the different customers, in order to ensure the supply in a timely manner.

**"Alternative Delivery Point Delivery Request"** means Customer's request to Developer to replace the Delivery Point with the Alternative Delivery Point and/or add an Alternative Delivery Point, all in accordance with the procedures set out in Section 4.2.3.

**"Supply"** means the act and consequence of providing Customer with the Contracted Treated Water in accordance with **Annexes 1 and 2** of this Agreement and in accordance with the other provisions of this Agreement.

**"Client Supervisor"** means the person or company designated by the Client to exercise, develop and exercise the functions and powers set out in **Annex 6** to this Agreement.

**"T1/Lps"** is the value in Dolares per lps that corresponds to TI to adjust the prices indicated in Appendix 9 and corresponds to [REDACTED]

**"T3"** is the value in USD per cubic meter referred to in section 3.3 of the Contract.

**"Tariff"** are the components of the Compensation to be paid by the Client for the service of Supply and marketing of the Supplied Treated Water, in accordance with the provisions of clause Three of this Agreement.

**"Default Rate"** means the result of multiplying the Secured Overnight Financing Rate ("SOFR") plus 180 basis points for the period in which it is to be applied, divided by thirty and applied to each day by the period of time of arrears.

**"Early Termination"** means the early termination of this Agreement prior to the termination of its Term and in accordance with the provisions of Clauses Fourteen, Sixteenth and Seventeenth.

**"UF"**, Unidad de Fomento. It is a financial unit used in Chile, readjustable according to inflation according to the Consumer Price Index (CPI) published by the National Institute of Statistics of Chile (INE).

**"Last Mile" means** conduction and impulsion facilities and buildings necessary to transport the Supplied Treated Water from the Delivery Point or Alternative Delivery Point, as applicable, to the Client's facilities.

**"Term"** shall have the meaning ascribed to such term in clause Sixteen of this Agreement.

## **SECOND. Object.**

**2.1** The object of this Contract is the Supply of the Contracted Treated Water to the Client by the Developer, under the terms of this Agreement and **Annex 1**. To this end, the Parties hereby state that the permanent flow of Contracted Treated Water must be available to the Client no later than the Mandatory Date of Supply at the Delivery Point.

The Supply of Contracted Treated Water and, where applicable, Additional Treated Water, must be made by the Developer at the Delivery Point under the terms of this Contract and **Annex 2**. The Client may allocate and use the Supplied Treated Water in any of its mining operations.

**2.2** Payment by the Client of Supplied Treated Water will be made in accordance with the payment formula established in clause Three of this instrument.

**2.3** In the event that the Developer does not have sufficient treated water to comply with all its contractual obligations, and beyond the liabilities that its eventual non-compliance generates, it must ensure that it delivers to all its customers (including the Customer) the Treated Water in proportion to its commitments under the current treated water supply contracts that it has entered into with Municipal Customers, among which is the Client (by virtue of the obligations assumed in this Agreement), with priority to any other use, with respect to the total Water Treated under the WWTP that must be supplied under normal circumstances.

**2.4** This Contract is entered into under the Suspensive Condition, so that it will enter into full force once it is fulfilled. The Suspensive Condition will be understood to have failed if it is not verified its performance before [REDACTED] and the Contract will be terminated by operation of law, unless, prior to the aforementioned date, the Client notifies ECONSSA of its acceptance to extend the maximum date for the award and subscription of the Contract of the New Award Process for a place of at least 30 (thirty) days, in which case the Contract will remain in force, unless on said new award date the Suspensive Condition is not fulfilled, in which case, the Contract will be understood to have been terminated after 15 (fifteen) Days from that last date, at which time the Suspensive Condition will be understood to have failed, unless the Client, before the end of the aforementioned 15 (fifteen) Days, To express its acceptance that the maximum date of award of the Contract of the New Award Process be extended for the second and last time and the signing of said instrument for the successful bidder of the new award process for the Project, for a position of at least 30 (thirty) days. If the term of the latter is reached, the Suspensive Condition is not fulfilled, it will be considered definitively as a failed coma and the Contract will be terminated by law. Without prejudice to the provisions of the first clause when defining the Developer, this cause for termination will not apply, and the Contract will remain in force, in the event that ECONSSA finally assumes the quality of Developer, a matter that must be communicated to the Client in writing within 30 days following December 30, 2025.



It is expressly stated that the Client's decision not to express its willingness to extend the maximum date of award of the Contract of the New Award Process or of subscription thereof, as authorized by the preceding paragraph, is not understood as an exercise of the power, rights and obligations regulated in clause Fourteen of the Contract of **"Early Termination requested by the Client"**. and, therefore, the Client shall not owe any indemnity or Compensation for not exercising such power.

**2.5** It will be the obligation of ECONSSA to maintain access to the Client, to the virtual data room of the New Award Process, an issue that has materialized prior to the signing of this Contract, so that the Client has access to all the information for the bidding stage that the prequalified bidders will have, including, without limitation, the Bidding Rules and the question and answer process that may eventually exist with respect to them, once it is concluded, with the understanding that the Client will only be able to consult the information available in said data room, in his capacity as an "observer", for which he will not have the right to participate in the question and answer process or give an opinion on any document or act in charge of ECONSSA, that is, the Client does not and will not have the character of Bidder so it will refrain from intervening in any way in the New Award Process. The above is without prejudice to the Client's right to submit in writing to Econssa any doubts or observations, outside the means of communication established for the Bidding process, in relation to such documents or information, especially in the event that the Bidding Rules or the documents of the Data Room contradict this Contract, in such an event, the Client must specify in writing the contradiction identified, and ECONSSA must give a timely response to them.

The data room will remain open at all times for the Client, with the same level of access as that granted to the pre-qualified bidders of the New Award Process.

If ECONSSA interrupts the Client's access to the aforementioned virtual data room, as stated in the previous paragraphs, or if the Client considers that the Bidding Rules and/or the Contract format of the New Award Process are incompatible with the terms and conditions established in this Contract or that they do not adequately protect and guarantee the fulfillment of the Developer's obligations under this Agreement, specifically, but not limited to, compliance with the Developer's Requirements, the presentation of the guarantees provided for in this Contract and the commencement of the Supply of the Contracted Treated Water no later than the Mandatory Date of Supply Initiation, the Client may exercise the Unilateral Exit Option. The Unilateral Exit Option must be exercised no later than the twentieth day prior to **the** date of submission of the proposals established in the last modification, if applicable, of the calendar of events of the Bidding Bases. In any case, before exercising the Unilateral Exit Option, the Client is obliged to present at least 10 days in advance his/her disagreements regarding the specific issues raised and in the event that ECONSSA does not solve the issue, the Client may exercise his/her right.

It is expressly stated that the Client's decision to exercise its Unilateral Exit Option, as authorized by the preceding paragraph, is not understood as exercising the power, rights and obligations regulated in clause Fourteen of the " **Early Termination Contract requested by the Client**" and, therefore, the Client shall not owe Compensation, any fine or Compensation for having exercised the Unilateral Exit Option and having terminated the Contract, by application of the provisions of this section 2.5.

For all purposes, it is hereby stated that the Contract of the New Award Process includes the obligation of the Developer to build and operate the entire infrastructure for the Client, so that the Developer complies with the Supply of the Contracted Treated Water under the terms provided in this Contract, up to the Delivery Point defined in Annex 2.

Likewise, the Developer must expressly assume in the Contract of the New Award Process all the obligations established for ECONSSA and the Developer with the Client in this Contract, and it must be established in the former that, in case of discrepancy between what is stated in one instrument and the other, the provisions

contained in this Agreement will prevail, being ECONSSA's obligation that the above is expressed in the contract with the Developer.

### THIRD. INTERPRETATION

**3.1 Single Compensation.** As a single Compensation for the Contracted Treated Water, which initially amounts to a permanent flow rate of [REDACTED], the Client will pay the Developer, on the Effective Start Date of the Supply, the amount of [REDACTED] --, updated by CPI from December 2022, which corresponds to [REDACTED], up to the last known CPI on the date of the payment of the single Compensation, which will be definitively determined in accordance with the provisions in Annex 9 of this Contract.

The single Compensation, also known as the T1 Tariff, remunerates any cost or investment necessary for the delivery to the Client, at the Delivery Point, of the Contracted Treated Water and, where applicable, of the Additional Treated Water that comes from available treated water from Municipal Customers

**3.2 Monthly Compensation.** As Monthly Compensation for the Treated Water Supplied to the Client pursuant to this Agreement, the Client shall pay to the Developer on a monthly basis, the amount resulting from multiplying  $T_3$ , by the cubic meters of Treated Water Supplied to the Client during each month, which remunerates all costs and variable expenses of operation, maintenance, conservation and replacement of the structure and delivery of the Contracted Treated Water and, where applicable, of the Additional Treated Water at the Delivery Point, plus a fixed monthly value corresponding to  $T_2$  (**Fixed Component of the Monthly Compensation**), which is also remunerated for any fixed cost of operation, maintenance, conservation and replacement of the Project facilities and delivery of the Contracted Treated Water at the Delivery Point and, where applicable, of the Additional Treated Water provided that it comes from available Treated Water from Municipal Customers.

The Parties agree that the Monthly Compensation will be the single and total price that the Client is obliged to pay in favor of the Developer for the Treated Water Supplied at the Delivery Point, which is graphed in **Annex 2**.

The Monthly Compensation will be as follows:

$$CT = T_2 + Q \times T_3$$

Where:

CT Monthly Compensation.

The Monthly Compensation will be updated monthly, on the first business day of each month, under the terms of section 3.3 below.

$T_2$  Fixed monthly charge associated with Contracted Treated Water. This value is that established in Annex 9, which initially amounts to a permanent flow of [REDACTED] and will be definitively determined in accordance with the provisions of Annex 9 of this Contract, in such a way that the  $T_2$  that is finally paid corresponds exclusively to the flow definitively contracted as Contracted Treated Water. This component, for the flow already designated and current as of December 31, 2022, corresponds to [REDACTED]

$T_3$  Variable monthly charge for Treated Water delivered at the Delivery Point. This value is [REDACTED] per cubic meter placed at the Delivery Point.

$Q$  Volume of Treated Water Supplied in the month of billing, in cubic meters, determined by the

Measurement Equipment.

**3.3 Monthly mechanism for indexation of the Monthly Compensation.** The components of the Monthly Compensation mentioned above will be updated according to the following polynomials:

$$T_2^m = T_2 \times \frac{CPI_m}{CPI_0}$$

$$T_3^m = T_3 \times \frac{CPI_m}{CPI_0}$$

With the above, the Monthly Compensation is

$$CT_m = T_2^m + T_3^m \times Q_m$$

Where:

$T_2^m$	T2 to be paid by the Client to the Developer in month m.
$T_3^m$	T3 unit payable by the Client to the Developer in month m.
CPI <sub>m</sub>	Consumer Price Index published by the Bureau of Labor Statistics of the United States of America for the month m.
CPI <sub>0</sub>	CPI published for the month of December 2022 and which is equivalent to 296,797
CT <sub>m</sub>	Total monthly Compensation payable by the Client to the Developer in the month expressed in Dolares.
Q <sub>m</sub>	Volume in cubic meters consumed by the Client in month m.

### 3.4 Transfer of Treated Water between Municipal Customers

**3.4.1** The Initial Customers may internally agree to the transfer, total or partial and temporary or permanent, of the Treated Water that they have contracted between their operations, a situation that they must inform the Developer. The corresponding Compensations and the way of informing each other regarding the availability of Treated Water, will be the object of the private agreements that are signed between the Initial Customers. However, it will be their responsibility to inform the Developer of the agreements they have reached regarding the number of lps they have agreed to transfer and, if applicable, the time for which they have agreed to the transfer. In the same communication, they will inform if the assignee will assume only the payment of CVM, the assignor maintaining the obligation to pay the other charges agreed in the respective contract or if the assignee will assume the obligation to pay any other tariff charge.

**3.4.2** In the event that a Client, other than the Client, has communicated to the Developer its intention not to make use of all or part of the Treated Water contracted by that client, either permanently or for a defined period of time, it will be the obligation of the Developer to communicate this circumstance to the Client, within 15 (fifteen) days following the date on which it receives such communication, indicating the amount of LPS available and the time for which they will remain available or indicating that they are available for the remaining period of validity of this Agreement, if the Client has communicated its intention to dispense indefinitely with the respective volume or for a period longer than the remainder of the validity of this Agreement. The Client shall have the Preferential Right of Treated Water with respect to the Treated Water of which the respective Client has communicated its intention to dispense definitively or temporarily and may exercise it by requesting the Supply of all or part of it and either for all or part of the time for which the Client has communicated its decision to dispense or definitively if the dispensation is also definitive. The Client must exercise this right within 30 (thirty) Days following the date on which it has received the communication from the Developer. The Developer shall prorate among the Municipal Customers who request the Contracted Treated Water made available by another Municipal Customer and who have finally dispensed with it, in whole or in part.

Customer shall be obligated to pay only the T3 fee or charge for the Additional Treated Water it receives pursuant to this Section 3.4.2. In addition, it shall pay monthly the proportion of the T2 charge that the Client has failed to pay related to the Additional Treated Water received by Mantos Copper S.A. by application of this section 3.4.2, in proportion to said Additional Treated Water, unless otherwise agreed between the Client and the Client, as indicated in paragraph 3.4.1., prohibiting in any case any type of duplication of payments in favor of the Developer with respect to the operating and maintenance costs remunerated by said Fee. Payment of this T2 charge, as applicable, shall be extended to the extent and as long as the Additional Treated Water received by application of this section 3.4.2 is being delivered to Customer, so that no charge shall apply to this T2 charge, if Developer fails to effectively comply with its obligation to deliver such Additional Treated Water. Thus, if the volume of Treated Water Supplied in a period is equal to or less than the volume of Contracted Treated Water that would have been kept available in favor of the Client for the same period, no charge will be made for Additional Treated Water received by application of this section 3.4.2. Any differences that may exist between the Client and the Developer with respect to possible duplication of payment with respect to the operating and maintenance costs remunerated by the T2 Charge (fixed Compensation) in the case of Additional Treated Water shall be resolved by the Panel of Experts in Discord or by the Third Expert in Dispute, at the request of either of them. in order to determine the amount of the differences under discussion.

**3.4.3** Developer shall not be entitled to charge Customer any charge for the Supply of Additional Treated Water in accordance with this Section 3.4., provided that in order to effect such Supply Developer shall not be required to make additional infrastructure investments to those required to be executed pursuant to the New Award Process Contract and this Contract. If it has to do so, that supply will be governed by the provisions of numeral 3.4.2 above or 3.5 below, as appropriate.

**3.4.4** It is hereby stated that the provisions of this section 3.4 of the Transfer of Treated Water between Domestic Customers must be understood without prejudice to the right of the Customer to market with third parties, whatever their condition and not only with Municipal Customers, their flow of Contracted Treated Water throughout the term of this Contract.

**3.5 Additional Charge for Exercise of the Preferential Right of Treated Water or Additional Charge T1b and T2b.**

In the event that there are no available flows of Contracted Treated Water by the Customers, the Customer will have the right to access Additional Treated Water in case the Developer has availability, paying the Additional Charges T1b and T2b for exercising the Preferential Right of Treated Water or Additional Charge. The Additional T1b Charge corresponds to [REDACTED]

[REDACTED] per month for each lps of Water Additional Deal to Be Supplied by the Developer to Customer and the Additional T2b Charge

corresponds to [REDACTED] monthly for each lps of Treated Water

Additional that the Developer must Supply to the Client. In the case of fractions of lps, the corresponding proportion of the amounts previously specified shall be applied. These will be the charges that will be charged to the Customer in the event that it exercises the Treated Water Pre-emptive Right and will only be collected from the date on which the supply of the Additional Treated Water begins ("**Additional Treated Water Supply Effective Date**") and will be extended to the extent and as long as the Additional Treated Water is delivered to the Customer. Both positions correspond to the same Delivery Point defined in **Annex 2**. On the other hand, in the case of Additional Treated Water Supply, the T3 component or Tariff will be determined for the total volume of Treated Water Supplied to the Customer.

In any case, it is hereby stated that no charge will be made for Additional Charge T1b and T2b, if the Developer does not effectively comply with its obligation to deliver the Additional Treated Water. Thus, if the Treated Water Supplied is equal to or less than the Contracted Treated Water that would have corresponded in case of maintaining the available flow in favor of the Client for the same performance, no charge will be made of the Additional T1b and T2b Charges.

**3.6 Additional charges for Alternative Delivery Point.**

**3.6.1** In the event that the Client requests the Developer to enable an Alternative Delivery Point that requires additional works and installations to the facilities and works of the original Delivery Point and those contemplated by the infrastructure, through the presentation by the Developer and acceptance by the Client of the budget set forth in Section 4.2.3.1 and, therefore, if the Developer executes the aforementioned installations and additional works, the T1c Additional Charge will be applied, once all the aforementioned additional works and installations have been executed, all the operational tests are carried out and they are satisfactory and the delivery of Contracted Treated Water at the Alternative Delivery Point is verified ("**Effective Date of Supply at Alternative Point**").

**3.6.2** The FTA Additional Charge shall offset the actual cost of construction and demonstrated execution of the additional works and facilities of the Alternate Delivery Point referred to in section 3.6.1 above and shall be paid as agreed between the parties within [30] (thirty)

Days counted from the Date of Determination of the Additional Charge T1c, provided that on that date the conditions set forth in paragraph 3.6.1 are met., without prejudice to the provisions of the final paragraph of this paragraph. Thus, there will be no Additional T1c Charge, if the Alternative Delivery Point does not require the aforementioned additional works and facilities for delivery to the Client, and the Developer may not deny the connection of such Alternative Delivery Points, nor the Supply of all or part of the Contracted Treated Water, through such Alternative Delivery Points, as long as they comply with the standards established for the Delivery Point. The quantity of Treated Water to be Supplied in such a case at the Delivery Point and at one or more Alternative Delivery Points will be determined by the Client and communicated to Econssa.

Within 10 (ten) Days following the Effective Date of Supply of the Project at the Alternative Delivery Point, the Parties may agree that the Additional Charge TLC shall be equivalent to the Additional Charge Quotation T1c. If any of them is not willing to accept said Budget, it must notify the other Party no later than the expiration of said period, communicating the value of the Additional FTA Charge that it is willing to accept. If neither Party makes such communication, the day on which such period expires shall be the date of determination of the TLC Additional Charge ("**TLC Additional Charge Determination Date**") and the TLC Additional Charge shall be equal to the value of the TLC Additional Charge Budget. If any of the Parties communicates that it does not accept the FTA Additional Charge Budget within the aforementioned period, the Parties will have a period of 30 (thirty) Days to negotiate and agree on the value of the FTA Additional Charge as of the Effective Date of Supply at Alternative Point, and the Developer, in such case, must provide the Client with all the information regarding the effective cost of the works and facilities related to the Alternative Delivery Point. If the Parties reach an agreement within such period, the last day of the agreement shall be deemed to be the date of determination of the FTA Additional Charge ("**T1c Additional Charge Determination Date**") and the value of the FTA Additional Charge shall be as agreed by the Parties. In the event that no agreement is reached within the aforementioned period, any of the Parties may request, as appropriate, the Panel of Experts in Dispute or the Third Expert in Dispute, as appropriate, to determine it. The Panel or the Expert shall have a period of [60] (sixty) days from the date on which his intervention is required, to proceed with its determination, based on the background information provided by the Parties, or based on his own expert experience, having as a fundamental purpose to set an FTA Additional Charge that is equivalent to the effective cost of execution of the additional works and facilities referred to in section 3.6.1 above related only to the Alternative Delivery Point, with the prevention that, as already stated<sup>6</sup>, no Additional Charge FTA will be applicable if the Alternative Delivery Point does not require the execution of the aforementioned additional works and investments. It will be the obligation of the Developer to provide the Panel of Experts in Dispute or the Third Party Expert in Dispute, as appropriate, all the information related to the costs of the aforementioned works and facilities and any other information required by the aforementioned Panel or Expert. If the Developer fails to comply with this obligation, the Panel or the Expert may suspend its work and resume it once the Developer complies with this obligation.

In any case, the TLC Additional Charge may not exceed in but [REDACTED] of the Additional Charge Quotation T1c submitted by the Developer for the approval of the Client. The date on which the Panel of Experts in Dispute determine the Additional T1c Charge will be the date of determination of the Additional T1c Charge ("**Date of Determination of the Additional Charge (T1c)**") and the Additional T1c Charge will be as determined by the Panel.

In the event that the Supply at the Alternative Delivery Point has been initiated prior to the Determination Date of the Additional Charge T1c, the Additional T1c Charge that is applicable will be paid with an interest surcharge at the Default Interest Rate that replaces it on the Effective Date of Supply of the Project at the Alternative Delivery Point and that will be applied from said Date until the Determination Date of the Additional Charge T1c, except that no interest will accrue during the period in which the Panel of Experts in Discord or the Third Expert in Discord, as appropriate, suspends its work for the reason referred to in the preceding paragraph.

No calculation or payment of the Additional T1c Charge will proceed if the works and facilities related to the Alternative Delivery Point have been assumed by the Client. Neither will the T1c Additional Charge apply in the event that the Alternative Delivery Point coincides with a delivery point already available to the Developer and that means not executing works or facilities related to the Alternative Delivery Point, or using less infrastructure or ceasing to use infrastructure, such as, for example, if the Delivery Point is the Mantos Blancos Pond and the Alternative Delivery Point requested by the Client is the Pond La Negra, without requiring additional investments.

**3.6.3** The T2c Additional Charge shall offset the costs and expenses of operation and maintenance of the additional works and facilities referred to in section 3.6.1 above corresponding to the Alternative Delivery Point and provided that they have been executed by the Developer and are to be operated and maintained by the Developer or if, having been executed by the Client, will be operated and maintained by the Developer and will be paid as of the Determination Date of the Additional Charge T2c and, as of the same date, will be updated monthly together with T2 and using the same adjustment components provided for it in section 3.3 above, without prejudice to the provisions of the final paragraph of this section.

Within 10 (ten) Days following the Effective Date of the Supply at Alternative Point, the Parties may agree that the Additional Charge T2c shall be equivalent to the Additional Charge Budget T2c. If any of them is not willing to accept said Budget, it must communicate it to the other Party no later than the expiration of said place, communicating the value of the Additional T2c Charge that it is willing to accept. If neither Party makes such communication, the day on which such position terminates shall be the date of determination of the Additional Charge T2c ("**Determination Date of the Additional Charge T2c**") and the Additional Charge T2c shall be equal to the value of the Additional Charge Budget T2c. If any of the Parties communicates that it does not accept the T2c Additional Charge Budget in the aforementioned place, the Parties will have a place of 30 (thirty) Days to negotiate and agree on the value of the T2c Additional Charge as of the Effective Date of Supply in Alternative Point, in which case, the Developer shall provide the Client with all the information regarding the cost of maintenance and operation of the works and facilities associated with the Alternative Delivery Point. If the Parties reach an agreement within such place, the last day of the agreement shall be deemed to be the date of determination of the Additional Charge T2c ("**Determination Date of the Additional Charge T2c**") and the value of the Additional Charge T2c shall be that which the Parties have agreed. In the event that no agreement is reached within the aforementioned place, any of the Parties may request, as appropriate, the Panel of Experts in Discord or the Third Expert in Discord, their determination. The Panel or the aforementioned Expert shall have a place of [60] (sixty) days from the date on which his intervention is required, to proceed with his determination, based on the background information provided by the Parties, or on the basis of his own

expert experience, and having as a fundamental purpose to set an Additional Charge T2c that is equivalent to the costs and expenses of operation and maintenance of the works and facilities associated with the Alternative Delivery Point, deduct the costs and expenses of maintenance of the works and facilities associated with the original Delivery Point that are no longer going to be used, thus reducing the value of T2 and avoiding duplication of tariff payments for the same concept of costs and expenses. It will be the obligation of the Developer to provide the Panel of Experts in Discord or the Third Party Expert in Discord, as appropriate, with all the information related to the costs of operation and maintenance of the aforementioned works and facilities and any other information required by the aforementioned Panel or Expert. If the Developer fails to comply with this obligation, the Panel or the Expert, as applicable, may suspend its work and resume its work once the Developer complies with its obligations under this paragraph. In any case, the T2c Additional Charge may not exceed by more than 10% (ten percent) the value of the T2c Additional Charge Budget. The date on which the Panel of Disputed Experts or the Third Party Disputed Expert, as applicable, determines the T2c Additional Charge shall be the date of determination of the T2c Additional Charge ("**T2c Additional Charge Determination Date** ") and the T2c Additional Charge shall be as determined by the designated Panel.

In the event that the Supply has commenced prior to the Determination Date of the Additional Charge T2c, the amount in which said Charge T2c would have been readjusted from the Effective Date of the Supply at Alternative Point shall be calculated, by application of the readjustment formula indicated in section 3.3 above. In addition, current interest will be calculated on the Additional Charge T2c, which will be calculated as if said charge has begun to be applied as of the Effective Date of Supply in Alternative Point and the calculation will be extended until the Determination Date of the Additional Charge T2c. However, no interest or adjustments shall be applied during the period in which the Panel of Experts in Discord or the Third Expert in Discord, as appropriate, suspends its work for the reason referred to in the preceding paragraph. Finally, if the case referred to in this paragraph has occurred, the Additional Charge T2c that would have been payable from the Effective Date of the Supply at Alternative Point shall also be understood to have accrued month by month from that date, and the sum thereof, plus the readjustment and interest referred to above and after deduction of charge T2, duly readjusted and updated for the same interest rate, which would have been unjustifiably paid for disuse of facilities of the original Delivery Point, will be paid in a single installment within the 60 (sixty) Days counted from the Date of Determination of the Additional Charge T2c.

No calculation or payment of the T2c Additional Charge will be applicable if the operation and maintenance of the additional works and facilities referred to in the first paragraph of this section 3.6.3 related to the Alternative Delivery Point have been assumed by the Client.

### **3.7 Most Favoured Customer Clause**

The Developer will be obliged to transfer to the Client the most favorable tariff terms and conditions that it has agreed or will apply in favor of third parties to whom it supplies Treated Water.

The tariff adjustment for the reason referred to in this paragraph shall be implemented ex officio by the Developer or at the request of the Client, if it detects a contract in which the Developer



has agreed or will apply more favorable rates, in accordance with the terms of **Annex 7** and the provisions of this Agreement.

In order for the Client to have a background in relation to its right to adjustments provided for in this section, the Developer, ECONSSA and the Client undertake to appoint an independent, expert, impartial third party of recognized reputation and trajectory, who will report annually to the Client if there are supply contracts entered into with other Clients and/or other third parties, that contain more favorable tariff conditions and that consequently make necessary the Most Favored Party Adjustment provided for in this contract. The parties shall agree on the procedure for the appointment of this third party and for the fixing of its remuneration, which shall be adjusted to market conditions and its payment shall be distributed equitably among the Developer, the Client and other clients who are to be recipients of the work of that third party (if applicable), on the understanding that if at the end of one year from the Date If there is no agreement on this procedure, any of the Parties may resort to the arbitrator appointed in accordance with clause Nineteen of this Agreement to define it, including what refers to the appointment and remuneration of the third expert. The certification of the third party mentioned herein shall be sent to the Client by means of a substantiated report from said expert, to which the Developer shall give access to the respective contracts (the "**Compliance Form**"). This report will be a merely informative and non-binding background to be considered by the Client and its delivery does not release the Developer from the need to implement ex officio the corresponding tariff adjustments nor does it limit the Client's rights to request such adjustments.

If for any reason the Parties do not reach an agreement on the corresponding tariff adjustment (regardless of the content of the Compliance report or even in the absence thereof), the Client may, at any time and at its own expense, request the Panel of Experts in Discord or the Third Party Expert in Discord, as appropriate, to determine the adjustment in the Monthly Compensation. For these purposes, the Developer must deliver the information on the contracts in question and, in general, carry out all those actions and activities necessary to allow the Panel of Experts in Discord or the Third Party Expert in Discord, as appropriate, to fully fulfill their assignment, not being able to subject their contracts with third parties to confidentiality conditions that may hinder this work.

**Annex 7** of this Agreement includes conditions and criteria that must be observed by the Parties or the Panel of Experts in Dispute or the Third Party Expert in Dispute, as applicable, to determine the applicability of the Most Favored Party Adjustment and the rate discount structure entrusted to it in this section. In any case, the Most-Favored Party Adjustment made by the aforementioned Panel or Expert shall consider the comparative analysis of the set of aforementioned tariff charges or their equivalents, in order to establish whether or not there are more advantageous conditions for a certain third party client of the Developer in relation to the set of tariff charges agreed upon in this Agreement.

If the aforementioned adjustments are made with respect to the Developer's contracts with third-party customers, the adjustments must be made retroactively from the date on which the aforementioned supply or delivery began and the discount that would have been applicable will be added, updated -through the application of interest to the amounts that should have been

discounted and until the date of effective payment to the Client- at the Rate of Moratorium Interest and paid by the Developer to the Client within 60 (sixty) Days following the date of determination of the adjustment, as applicable. In addition, if the Most Favored Party Adjustment adjustments are made with respect to the Developer's contracts with Municipal Customers (including, but not limited to, the agreed modifications to their respective Treated Water supply contracts), they shall be made retroactively from the date on which such more favorable tariff terms and conditions would have been applied to such Municipal Customers, and the discount that would have been made will be added, updated -through the application of interest to the amounts that should have been discounted and until the date of effective payment to the Client- to the Rate of Default Interest (sixty) Days following the date of determination of the adjustment, as applicable.

The Panel of Experts in Discord will have a period of 60 (sixty) Days to determine the discounts referred to in the preceding paragraphs of this Section 3.7 and may require the Developer to provide any documentation it deems relevant, who will be obliged to deliver it. In the event that the Developer does not deliver the information requested in the place indicated by the Panel, the Panel may suspend the aforementioned resolution period. While this work is suspended, T2, T2b and T3 charges will be reduced by , in the right to a future [REDACTED] the Developer delivers the information requested by the Panel, the reduction of the [REDACTED] mentioned above and the Panel shall immediately continue its analysis and determine the reference discounts within the indicated period.

It will be the obligation of the Developer to operate on an open book basis with respect to all the information that is relevant to the operation of the Panel of Experts in Discord, so that both said Panel and ECONSSA will have full access to all information, support and data of the Developer, including its accounting. In any case, the determination of the Panel of Experts in Discord

(i) it must be substantiated, accompanied by the documents and background information that are necessary for its proper understanding, and (ii) it cannot constitute an interpretation of the Agreement, a matter that is subject to the jurisdiction of the resolution of the arbitration established in accordance with clause Nineteen of this Agreement.

**3.8 Value of the Compensation for delivery of the Contracted Treated Water.** The Parties expressly provide that the T1, T2 and T3 charges of the Compensation shall remain unchanged, except for any updates resulting from the application of section 3.3, the additional charge to be determined pursuant to section 3.5 and 3.6 and any discounts to be applied pursuant to section 3.7. Thus, Developer may not request any adjustment or increase in such charges, whatever the circumstance or justification that may explain such adjustment or increase, with the sole exception of the update resulting from the aforementioned section 3.3. and the aforementioned discounts.

### **3.9 Third Party Expert(s) in Discord and Panel of Experts in Discord**

All conflicts or controversies that under this contract must be resolved by a Third Party Expert in Discord or by a Panel of Experts in Discord, must be resolved by them,

as appropriate, excluding the competence and/or jurisdiction of any other person, body or court.

The appointment of the Third Party Experts in Discord and the determination of the order of precedence between them to serve as Third Party Experts in Discord will be made by mutual agreement by the Developer and the Client from the List of Experts, the first appointment and determination of the order must be made within 60 (sixty) days counted from the Effective Date of Validity of the Contract. The appointment and the aforementioned order of precedence shall last for a period of 3 (three) years, at the end of which, or at any previous time if a Third Party Expert in Discord refuses to accept a commission, is disqualified, absents from the territory of Chile for more than 60 (sixty) consecutive days without the possibility of working or advancing in the study and resolution of the matter submitted to his knowledge or dies, the Supply Parties must re-appoint the Third Party Experts in Discord, and the appointment may fall on the same persons already appointed or on any other professional member of the List of Experts, either totally or partially. This procedure will be repeated every time successive deadlines of 3 (three) years are met. If a Supply Party does not concur in the appointment or the Supply Parties do not reach an agreement, any of the Supply Parties, after 30 (thirty) days from the date on which the designation, renewal or determination of the order of precedence indicated above should have taken place, may request the arbitral tribunal to be appointed in accordance with clause Nineteen of this Agreement to proceed with the appointment of the Third Party Experts in Discord and to the definition of the order of precedence indicated above, in a brief and summary procedure without the form of a trial or, if the aforementioned court so prefers, following the procedure for the appointment of experts provided for in the Code of Civil Procedure, with the limitation that the proposals and the appointment must always fall on a member of the List of Experts.

The 3 (three) experts appointed will also compose the Panel of Experts in Discord, in the event that the intervention of the panel is required in terms of what is stated in this instrument. The Panel of Experts in Discord shall adopt its agreements or determinations by majority and none of its members shall have a casting vote. The aforementioned Panel shall appoint from among its members a member who shall act as President, who shall lead the operation of the Panel from the administrative point of view. When a discrepancy must be submitted to a Third Party Expert in Dispute, the pronouncement of the corresponding Third Party Expert in Discord will be required, following the order of precedence defined by the Supply Parties or the arbitral tribunal, so that if one is unable or willing to perform the assignment or is disqualified, the next one established in the aforementioned order will be followed.

Opinions must always be adopted within a maximum period of 60 (sixty) days from the date on which a discrepancy is submitted to them and their decision must be adopted only on the basis of the background information provided by the Supply Parties or on the basis of external expert reports required by the Expert or the Panel. The Third Party Expert in Dispute and the Panel shall be authorized to require the Supply Parties to provide all types of background information in their possession and the Supply Parties shall be obliged to deliver them. The delay in making the delivery will entitle the Expert or the Panel to suspend the calculation of the aforementioned period. It will also be suspended for the period of time it takes to prepare expert reports required by the Expert or the Panel.

The Expert and the Panel shall be empowered to establish their rules of operation, presentation and processing of discrepancies, which shall be complied with by the Supply Parties. He shall also be empowered to request independent expert reports and to set his fees, which shall only be accrued while discrepancies are being processed and may not exceed those provided for the members of the Panel of Experts in Discord.

The opinion of the Third Expert in Discord and of the Panel of Experts in Discord shall be binding on the Parties. The Parties understand that the Matters of Expertise and the work of the Third Party Expert in Dispute or, as the case may be, of the Panel of Experts in Discord correspond to the irrevocable delegation of the Parties to said Expert or Panel, as appropriate, of the definition of the Compensation and the other matters delivered to their determination in this Agreement, in terms of what is authorized in the legal system, without such work being considered of a jurisdictional nature and, for the same, the values ruled by the Third Expert in Discord or, as the case may be, by the Panel of Experts in Discord may not be challenged or appealed by the Parties.

#### **FOURTH. Specific Rights and Obligations of the Client.**

**4.1** Regardless of the Client's other obligations set forth in this Agreement, the Client undertakes to:

**4.1.1** Grant the Developer all facilities and cooperate in any way possible, in all that the Developer requests regarding the Delivery Point or any other place or situation that is under its control, in order that the Developer can carry out the construction, operation and maintenance of the Driving Line, the PTAS, to carry out the reading of the Meters and in general, for everything related to the provision of the services of Supply and commercialization of the Treated Water referred to in this Contract.

**4.1.2** Ensure that its employees, contractors and other people who have access to the infrastructure do not misuse or cause damage to it. The Client shall be responsible for the installations between the Delivery Point and its own sites, unless the Additional Delivery Point must be enabled by the Developer, in which case, the Client shall be responsible for the facilities from the latter to its facilities, including the Last Mile.

**4.1.3** Pay in a timely manner the Monthly Compensation in accordance with this Agreement.

**4.1.4** Allow the Developer access to the Client's premises that may exist prior to the Delivery Point, to the extent required for the construction of the Conduction Line, as well as for the installation and maintenance of the Measurement Equipment.

**4.1.5** Carry out, with tutorial supervision and validation by the Developer, all the necessary works to carry out and complete the construction of any installation necessary to transport the Treated Water from the Delivery Point, to the points within its premises where it is required according to **Annex 2**. The proper operation of these facilities is the sole responsibility of the

of the Client. In any case, the Client may contract directly with the Developer the execution of said works.

**4.1.6** The Client undertakes to deliver, subject to confidentiality, the audited financial statements requested by the Developer to verify its economic and credit solvency. On the understanding that this information will only be used to guarantee the timely payment of the Contracted Treated Water Supply services. Likewise, the Developer states that, under no conditions, will it request to be taxed or mortgaged any property or real estate owned by the Client.

**4.1.7** In accordance with the terms of **Exhibit 4**, obtain and deliver a Guarantee in favor of the Developer, in accordance with the text previously authorized by the Developer, for the performance of this Agreement and in order to guarantee the fulfillment of its obligations, as well as the payment of any penalties or damages and losses that may be caused to the Developer, as described in clause Twelfth. This may be processed through the agent of the Client's choice and authorized by the Developer.

**4.1.8** Appoint a representative, with whom the Developer may communicate and direct any queries or discrepancies in relation to the Supply and commercialization of the Treated Water, metering and billing in terms of this Agreement.

#### **4.2 Customer's Specific Rights.**

Regardless of Client's other rights set forth in this Agreement, Client shall have the following rights that generate the respective correlative obligations for Developer:

##### **4.2.1 Preferential Right to Treated Water.**

Without prejudice to the obligations of the Developer and the rights of the Client in accordance with section 3.4, if the Client requires Treated Water in addition to the Contracted Treated Water, it shall notify the Developer of the volume and time for which it is required, copying such notification to ECONSSA. To determine the additional volume of Treated Water available, it shall first be established whether Treated Water is available that matches the circumstance described in section 3.4.2. If it does not exist, the volume of Treated Water available will be determined by deducting the volume of Treated Water produced by the WWTP, the volume of Contracted Treated Water and the volume of Treated Water that the Developer has contracted with other customers, all in relation to the period requested by the Client, on the date on which the communication is made to the Client.

The Developer shall have a 10 (ten) Day slot to notify the Customer if it has Treated Water available in volumes corresponding to Initial Customers or Treated Water in addition to such volumes, indicating the amount of such availability expressed in lps and the time for which such Treated Water is available, which shall be equal to the time required by the Customer unless it is Treated Water temporarily available because it is already committed in favour of other customers, copying said notification to ECONSSA. By confirming to the Client its interest, the Treated Water will become Additional Treated Water for the volume and time required by the Client and the Developer will be obliged to deliver it to the Delivery Point, as applicable, from

of 5 (five) Days counted from the confirmation to the Customer of availability, the end of said period being the Mandatory Date of the Additional Treated Water Supply Date.

This procedure shall be repeated each time the Customer requires additional volumes of Treated Water, determined in accordance with the provisions of this section and without prejudice to the provisions of section 3.4.

#### **4.2.2 Right of More Favorable Adjustment and audits.**

The Customer has the right to have the Developer transfer to the Developer the most favorable tariff terms and conditions that it has agreed or will apply in favor of third parties to whom it supplies Treated Water, all in accordance with the Most Favored Party Adjustment stipulation and the provisions of this section and section 3.7.

ONSSA will have the obligation to notify the Client of the execution of any contract for the supply or delivery of Treated Water to third parties entered into by the Developer, explaining the terms and conditions on the basis of which such supply or delivery will be made. The scope of the information shall be all that is necessary to determine whether or not an adjustment or adaptation of charges T1, T2, T2b and/or T3 is appropriate, in accordance with the provisions of clause Three.

The Client shall be entitled to request additional information from the Developer in order to verify whether or not there are more favorable conditions that may make the Most Favored Adjustment stipulation applicable. Likewise, the Client may at any time request the Panel of Experts in Discord or the Third Party Expert in Discord, as appropriate, to determine the adjustment in T1, T2, T3 and if applicable in T1b and T2b.

In the event that the Developer does not comply with its obligation to deliver the information requested by the Client, the Client may enforce the fine indicated in this Agreement.

#### **4.2.3 Right to request delivery at an Alternative Delivery Point.**

The Client may, at any time during the validity of this Agreement, submit the Request for Delivery at an Alternative Delivery Point to the Developer, requiring the latter to assume the execution, maintenance and operation of the works and facilities in addition to the existing infrastructure and that are necessary to deliver the Contracted Treated Water at an Alternative Delivery Point. The foregoing is without prejudice to the Client's right to directly execute, under its responsibility and cost, the works and installations necessary to enable the Alternative Delivery Point, without it being necessary to first go to the Developer and the latter may not in any case deny the Supply of the Contracted Treated Water to the Client at any point of the infrastructure that is its responsibility or at an Alternative Delivery Point enabled by the Developer or the Customer in accordance with the provisions of this Agreement.

**4.2.3.1** In the event that the authorization of the Alternative Delivery Point requires investments in works and facilities in addition to the works and facilities of the Delivery Point and the infrastructure, the Developer will have a period of 90 (thirty) Days to present to the Client a complete estimate of the costs of construction and execution of the aforementioned works and facilities that must correspond only to the authorization of the Alternative Delivery Point, with all their

grounds and justifications and the place of execution of the same, which will correspond to the shortest possible time, considering the required permits and the nature and scope of the works to be executed. The budget must include the cost of all the necessary permits and easements, in addition to the works and facilities that must be executed. The Developer must additionally deliver the budget of the TLC Additional Charge and the budget of the T2c Additional Charge that it will collect after the execution of the works and facilities previously established. Once this information has been received, the Client may either confirm its request or withdraw from it and execute, at its own responsibility and expense, the works and facilities necessary to enable the Alternative Delivery Point. If the Developer chooses to confirm his request, the Developer must execute the aforementioned works and additional facilities at his own expense, cost and risk within the established place, which in no case may be extended beyond the places offered and will be entitled to charge the Additional T1c and T2c Charges that he has budgeted or those that agreed by the Parties or resolved by the Panel of Experts in Discord, applying the procedures, positions, concepts and parameters provided in section 3.6 for the FTA Additional Charge and for the T2c Additional Charge.

The failure of the Developer to submit the budget for the execution of the works and facilities that would give rise to the FTA Additional Charge in the designated plaza, within the 90 (ninety) Day plaza, will be considered as not accepting to assume the execution of said works and facilities, as set forth in Section 3.6.1. In turn, the Client has the right to execute, under its responsibility and cost, the works and facilities necessary to enable the Alternative Delivery Point, and the Developer may not deny the Supply of the Contracted Treated Water to the Client at any point of the infrastructure that is its responsibility or at an Alternative Delivery Point enabled by the Developer or the Client in accordance with the provisions of this Contract.

**4.2.3.2.** In the event that the authorization of the Alternative Delivery Point does not require investments in works and facilities in addition to the original Delivery Point and the infrastructure, the Developer, in no case may deny the authorization of the Alternative Delivery Point, at its expense and expense. Nor may it deny in any way the Supply of all or part of the Contracted Treated Water at said Alternative Delivery Point, all as long as such Alternative Delivery Points comply with the technical standards of the connection of the Delivery Point. As established in this Agreement, the authorization of this type of Alternative Delivery Points will not be subject to charge or determination of Additional Charge TLC and T2c or to any additional charge.

**4.2.3.3** The amount of Treated Water to be Supplied in such case at the Delivery Point and at one or more Alternative Delivery Points shall be determined by the Customer.

No calculation or payment of TLC and T2c Additional Charges will proceed if the works and facilities associated with the Alternative Delivery Point and/or its operation and maintenance, respectively, have been assumed by the Client. Nor shall the Additional T1c Charge be applicable in the case provided for in the final paragraph of section 3.6.2. Se states that the Developer will always be obliged to make the delivery at the Alternative Delivery Point required by the Client in the event that the latter assumes the costs referred to in the previous paragraph of this section 4.2.3., as well as, in the event that the Alternative Delivery Point corresponds to a delivery point of the

that the Developer already arranges, with the understanding that in the event of requiring additional investments, its cost will be financed by the Client.

#### **4.2.4 Right to continuity of supply.**

In the event that ECONSSA intervenes in or terminates the Contract of the New Award Process or exercises any right under it that involves taking over the management of the infrastructure by itself or through third parties, the Client will always have the right to maintain, uninterruptedly, the Supply of the Contracted Treated Water and, where applicable, of the Additional Treated Water, under the terms and conditions established in this Contract, in which event the obligation to materialize said Supply will fall on ECONSSA.

#### **4.2.5 The Client shall have the right, but not the obligation, to:**

(i) In the cases provided for, clause Thirteen and section 17.3.1, of this Agreement, receive payment of the amounts due in accordance with the provisions of said sections and clause.

(ii) Agree with the Developer's creditors the option to participate in the control of the Developer, in cases where such creditors are going to take it in accordance with the respective financing agreements, in proportion to the financing made by each of them and the TI paid, by the Client.

### **FIFTH. Obligations of the Developer and ECONSSA.**

#### **5.1 Obligations of the Developer.**

Regardless of Developer's other obligations set forth in this Agreement, Developer shall, at its sole expense:

**5.1.1** Carry out the design, construction, fitting out and interconnection of the WWTP and the Conduction Line and of any other work and installation that is part of the infrastructure or is inherent or accessory to it, all up to the Delivery Point, the infrastructure must be duly completed, received and in possession of all the necessary permits to begin its full operation, no later than the Mandatory Date of Supply Line. The execution of the works and installations of the Last Mile will be governed by the provisions of section 5.1.16 of this Contract. The infrastructure must comply with the highest standards of execution and quality and with all the requirements established in the Bidding Bases, the Contract of the New Award Process and the permits and regulations that are applicable to it.

**5.1.2** Operate, maintain, conserve and, where appropriate, replace, with the highest standard of responsibility, the infrastructure in order to ensure the uninterrupted delivery of the Contracted Treated Water and, where appropriate, the Additional Treated Water. In the case of routine or preventive maintenance and conservation that may cause the temporary suspension of the delivery of Treated Water to the Customer, such work must be announced in advance to the Customer at least 4 (four) weeks in advance and, in no case, may cause interruptions in the delivery



of Treated Water for periods that extend beyond 24 (twenty-four) hours. In any case, the Developer will deliver to the Client, any maintenance and conservation plan or program that must be made available to ECONSSA in accordance with the Contract of the New Award Process.

**5.1.3** Treat, transport and Supply the Contracted Treated Water in the Pipeline and deliver it to the Client at the Delivery Point during the entire Term of this Contract, all as of the Effective Date of the Project's Supply Line, which may not be later than the Mandatory Supply Date.

**5.1.4** Ensure that the Treated Water complies with the quality characteristics set forth in **Annex 1** of this Contract, being responsible for the obligation to carry out the corresponding tests, samplings and analyses.

**5.1.5** Grant and deliver the Warranties described in clause Twelfth in favor of the Client.

**5.1.6** Issue the invoices corresponding to the Supplied Treated Water in a timely manner.

**5.1.7** Personally notify the Client, at least 90 (ninety) days in advance, of the Effective Date of Supply of the Project, in terms of what is stated in clause Six of this Contract.

**5.1.8** Deliver to Customer in a timely manner the Warranties set forth in Section 12.2 of this Agreement.

**5.1.9** To grant the Client all the facilities and cooperate in the manner possible, in everything that the Client requests in order to carry out its own measurements of the quality of the Supplied Treated Water, the tests, samplings and analyses and in general for everything related to the provision of the services referred to in this Contract.

**5.1.10** The Developer, or ECONSSA in subsidy, is obliged, as of the date of signing this Contract, to report monthly, within the first five days of each month, the progress of all aspects related to the execution and start-up of the Project, as well as the estimated dates regarding the start of the Contracted Treated Water Supply, in accordance with the conditions of the Supervision provided for in Annex 8 of this Agreement.

**5.1.11** As of the Effective Date of Validity of the Contract, provide all the information required by ECONSSA or the Client in order to allow the Client's Supervisor to exercise the powers and functions provided for in **Annex 6** of this Agreement.

**5.1.12** The Developer is aware that the supply of treated water required by the Client is for the mining industry, so it must be supplied within the period specified in this Contract and in accordance with the Prudential Practices of the Sector. This refers to the flow rate ultimately defined as the Contracted Treated Water in accordance with Annex 9 of this Contract, which must be supplied continuously, seven (7) days a week, an obligation that the Developer must assume as their own when this Contract is transferred to them. In the event of suspension, interruption, or unauthorized delays in the supply of the Contracted Treated Water under this Contract, the Client may enforce the Contract Performance Guarantee or the Service Quality Guarantee as provided in Clause Twelfth to remedy the breach, as well as any damages, losses, and related expenses. Furthermore, the Developer is aware that the Client needs to start receiving at least [REDACTED] of the Contracted Treated Water starting on April 1st, 2028, and commits to fulfilling the supply of the Contracted Treated Water by that date at the Delivery Point. The latter should be understood without prejudice to the right granted to the Client to define the Contracted Treated Water and the start date of the supply in accordance with the terms and conditions established in Annex 9 of this Contract.

**5.1.13** Appoint a representative, with whom the Client can communicate and direct any query or discrepancy in relation to the Supply and commercialization of the Contracted Treated Water, metering and billing in terms of this Contract.

**5.1.14** Provide in a timely manner to the Client, the Third Party Experts in Discord, the Panel of Experts in Discord, the Construction Supervisor and ECONSSA, as appropriate, all the information and access to books and records, in accordance with the provisions of this Contract.

**5.1.15** Allow the Client, through the Construction Supervisor, to carry out the review and inspection only of the progress of the construction of the infrastructure, in order to ensure that the Contracted Treated Water is delivered to the Client at the Delivery Point no later than the Mandatory Date of Supply Start.

**5.1.16** Comply with all its obligations under the New Award Process Contract and not make any modifications to said Contract that affect this Contract, without the authorization of the Client. To this end, the Developer must expressly assume in the Contract of the New Award Process all the obligations established for *itself* with the Client in this Contract, and it must be established in the Contract that, in case of discrepancy between what is indicated in one instrument and the other, the provisions contained in this Agreement will prevail, being ECONSSA's obligation that the above is expressed in the contract with the Developer.

**5.1.17** In the event that the Developer decides to execute new Treated Water projects – including complementary projects to the Project or improvement of the Project from the environmental point of view that generate Environmental Attributes, from the products generated by the Plant – the Client will have a preferential right to actively participate in the Environmental Attributes of such project. For this purpose and before adopting any decision on this matter, the Developer undertakes to communicate in writing to the Client any investment decision in such projects and the Client will have a period of 60 (sixty) days to resolve and communicate to the Developer its willingness to enter into this activity, as well as the way in which it will participate for such purposes.

**5.1.18** In relation to the Last Mile, and without prejudice to the Client's right to execute directly, by itself or by a third party, the works associated with the Last Mile, any agreements in this matter between the Developer and the Client will be bound by the following procedure: A) The Client may require the Developer to execute, on its own or through third parties, of the works and installations of the Last Mile. In the event that there is no agreement, the Client must execute the works associated with the Last Mile; B/ In the event that the Client decides to resort to the Developer, the following shall apply:

(a) Within 60 (sixty) Days following the Effective Date of this Contract, the Developer and the Client will agree on the bidding terms and the contract under which the execution of the works of the Last Mile will be tendered. In case of not reaching an agreement or at any time during the aforementioned period of 60 (sixty) Days, the Client may communicate to the Developer that he will choose to carry out the works directly; (b) Once these bases have been agreed, the Developer, acting as the Client's agent, but in its own name, will tender the execution of said works, inviting at least 6 construction companies, which must in any case include all the companies proposed by the Client. The bidding process will have a maximum duration of 120 (one hundred and twenty) days. The Client may at any time inform the Developer that it has decided to cancel and cancel the tender, and the Client assumes responsibility for its execution; (c) once the tender is completed, the Developer, in its capacity as agent of the Client, but acting on its own behalf, shall, with the express and written consent of the Client, contract the execution of the works with the bidder who, complying with the bidding rules, has submitted the lowest economic offer. Before the award of the contract to the aforementioned bidder, the Client may inform the Developer that it chooses not to award the works and installations tendered, the Client assuming responsibility for its execution; (d) It shall be the obligation of the Developer to perform as principal, exercising the highest level of diligence in such capacity. However, the works will be carried out for the Client, who will be the final agent of the same; (e) The Client shall timely provide the Developer with the funds to pay the price of the works that the Developer reports to be properly and effectively performed; (f) Customer shall be liable for any damages or price increases claimed by the Contractor, to the extent approved by the Contractor or determined by the competent court in a judicial proceeding in which Developer shall faithfully comply with Customer's instructions; (g) any fines or guarantees shall be imposed and/or collected as instructed by the Client and any funds to be withheld shall be retained by the Client; (h) Customer shall indemnify Developer from and against any claim arising out of Customer's instructions; and (i) upon completion of the works, the Client will pay the Developer 30% of the award price of the Last Mile works, as the only remuneration for its work as a direct principal. In conjunction with the payment, the Developer shall assign to the Client, on an accounting basis, ownership of all works and facilities constructed and supplied to the contractor of the Last Mile project. U) In the event that no bids are submitted, the Client shall assume responsibility for the execution of the works that make up the Last Mile.

**5.1.19** Comply with all obligations relating to the Client's rights.

## **5.2 ECONSSA's obligations.**

As long as ECONSSA is the Developer – either because it has not made the assignment indicated in clause Fifteen of this Contract or because it has resumed the role of Developer to have terminated the Contract of the New Award Process – it will have the obligations indicated in this Agreement with respect to the Developer, especially in section 5.1 above and also those indicated in the following subsections of this section 5.2. Once ECONSSA ceases to have the status of Developer, it will continue to have the obligations that are set out in the 5.2 and the other obligations that are nominatively indicated in this Agreement.

**5.2.1** It will be the obligation of ECONSSA to carry out the New Award Process, award and enter into the Contract of the New Award Process, provided that it receives bids that comply with the technical, economic and legal requirements provided for in the Bidding Bases, that the successful bidder selected by it complies with the Developer Requirements and the Board of Directors of ECONSSA authorizes these acts, which must be done as long as the above is complied with and taking into account for said agreement the interests of the Client and the other Clients in the timely execution of the Project. The Bidding Bases, draft of the Contract of the New Award Process and the latter, once executed, may not be modified to the detriment of the interests of the Client, taking into Compensation the terms and conditions of this Contract. To this effect, it will be ECONSSA's obligation that in the Contract of the New Award Process, the Developer expressly assumes all the obligations established for it with the Client indicated in this Contract, and it must be established in the Contract that, in the event of discrepancy between what is stated in one instrument and the other, the provisions contained in this Agreement will prevail. being the obligation of ECONSSA, as an obligation to do, that the above is expressed in the contract with the Developer.

**5.2.2** It shall be ECONSSA's obligation to enter into the New Award Process Contract, under the terms of the format shared by it with the Client in accordance with the fourth paragraph of section 2.5 of this Contract, in a timely manner if the requirements for the award provided for in section 5.2.1 above have been met. It will also be the obligation of ECONSSA to require the Developer to comply with the Developer's Requirements in terms of the provisions of the Bidding Bases and the reference contract. To this effect, it will be ECONSSA's obligation that in the Contract of the New Award Process, the Developer expressly assumes all the obligations established for it with the Client set forth in this Contract, and it must be established in the former that, in the event of discrepancy between what is stated in one instrument and the other, the provisions contained in this Agreement will prevail. being the obligation of ECONSSA, as an obligation to do, that the above is expressed in the contract with the Developer.

**5.2.3** Communicate in writing to the Client the signing of the Contract of the New Award Process, within 7 (seven) days following the signing of that document, and send a copy of that contract.

**5.2.4.** It shall be the obligation of ECONSSA to exercise all its rights to demand and ensure compliance with the Contract of the New Award Process and this Contract by the Developer, including the timely execution of the infrastructure and its correct operation and maintenance and the timely and uninterrupted delivery to the Client of the Contracted Treated Water; at the same time it shall provide the Developer with all permits, rights and powers available to it in order for it to effectively execute, maintain and exploit the infrastructure and deliver to the Client the Contracted Treated Water for the Term of this Contract. In compliance with this obligation, ECONSSA must require that the infrastructure has full coverage of claims at all times through the contracting by the Developer of a catastrophic and damage insurance for third-party events that has as its exclusive beneficiary ECONSSA. ECONSSA shall allocate the funds it receives from the insurers of the infrastructure and from the settlement of the guarantees that the Developer makes available to it to guarantee the fulfillment of its obligations under the Contract of the New Award Process, in the first place, to ensure the correct and timely execution, maintenance, operation and, where appropriate, replacement of the infrastructure and the interrupted supply to the Customer of the Contracted Treated Water. It is also the obligation of ECONSSA to include in the Contract of the New Award Process the obligation that the Developer may subcontract only to companies that have technical and economic capacity and are suitable for the execution of the works and installations of the structure and/or the operation and/or maintenance of the structure and must ensure that said subcontractors hire trained and sufficient personnel for the provision of the services mentioned above. Likewise, the Contract shall establish the power of ECONSSA to request the replacement of the Developer or the aforementioned subcontractors if they are failing to comply with their obligations or defectively performing the work for which

they are responsible, on the understanding that the Developer shall be solely liable to ECONSSA for the acts of any of its subcontractors pursuant to any contract, covenant, agreement, or other instrument entered into by Developer with such subcontractors for the performance of its obligations.

**5.2.5** Within the framework of the provisions of section 5.2.4, ECONSSA shall supervise the Developer's compliance with all the deadlines set forth in the Contract of the New Award Process for the execution of the infrastructure and report monthly to the Client's Supervisor on the progress of all aspects related to the execution and commissioning of the Project. as well as the estimated dates regarding the start of the Contracted Treated Water Supply that were communicated by the Developer. In this matter and also during the operation stage of the infrastructure, it will be the obligation of ECONSSA to comply with the provisions of **Annex 6** of this Agreement, in order to enable the exercise of the powers and functions of the Client's Supervisor that are provided for therein. As soon as it is necessary to guarantee the continuity of the execution of the infrastructure or the Supply of the Contracted Treated Water, ECONSSA will exercise all the rights of intervention granted to it by virtue of the Contract of the New Award Process.

**5.2.6** In the event of any breach by the Developer that affects the Client and that is sanctioned with fines in the Contract of the New Award Process, and its respective annexes, and as soon as such non-compliance occurs, ECONSSA must inform the Client of such non-compliance and the measures it will adopt and, where appropriate, pay the Client, on behalf of the Developer. However, in the event that the breaches refer to the breaches and fines described in **Annex 8** of this Agreement, ECONSSA shall, unless agreed by the Client, apply such fines to the Developer, exercise all rights to collect them, including the realization or collection of any guarantee or guarantee provided by the Developer in accordance with the aforementioned Contract of the Client. New Adjudication Process and allocate all the funds received for the payment of such fines, to pay the Client, on behalf of the Developer.

**5.2.7** In the event that ECONSSA performs as a Developer, pay the fines agreed upon in clause Eleventh of this Agreement.

**5.2.8** ECONSSA must comply with all the obligations it assumes in favor of the Developer in the Contract of the New Award Process and may only consent to modifications to said

Contract to the extent that they do not affect the Supply of Contracted Treated Water to the Customer for the entire Term of this Contract.

**5.2.9** To exercise its rights as the holder of its sanitary concessions in the city of Antofagasta, or to oblige whoever succeeds it in them, in order to procure the Supply to the Client, a duty that includes making available to the Developer all the Pre-treated Water necessary to allow the Developer the full and timely satisfaction of its obligations to supply Contracted Treated Water, independent of the holder or operator of the Concession Title. Thus, it will be the obligation of ECONSSA not to dispose in any way of the wastewater that it collects in any way in the city of Antofagasta in such a way that it may affect the Supply of Contracted Treated Water to the Client and to be jointly and severally liable with the Developer for the payment of the penalties provided for in this Contract in the event that the Developer's non-compliance with the Client is due to the non-delivery of the flow of the Pre-Treated Water that ECONSSA undertakes to deliver to the Developer under the New Award Process Contract.

**5.2.10** ECONSSA undertakes to comply, without interruption, with all the obligations of the Developer in the event that for any reason the New Award Process Contract or any other contract that ECONSSA enters into in the future with third parties to execute, operate and exploit the infrastructure terminates. ECONSSA may comply with these obligations directly or through a new developer with whom it enters into or assigns a new Contract of the New Award Process, to the extent that it assigns to said new developer the rights and obligations that correspond to the Developer, as provided in this Agreement.

ECONSSA shall exercise all rights and comply with all the obligations granted and imposed by the Contract of the New Award Process upon termination thereof, in order to guarantee the Client in an uninterrupted manner, the continuity of the Supply of the Contracted Treated Water or, in the event that the termination of said contract has occurred during the execution of the structure, in order to conclude it in the shortest possible place in order to start the Supply of Contracted Treated Water no later than the Mandatory Date of Supply Line.

**5.2.11** ECONSSA, in its capacity as a sanitation services company, is obliged to require and/or provide the Developer with all the easements, permits and rights that it may request and obtain in accordance with the Applicable Legislation, in order to guarantee the feasibility of enabling the infrastructure, up to the Delivery Point or Alternative Delivery Point, as appropriate. With respect to the works and installations of the Last Mile and the conduits and installations necessary to enable, where appropriate, the Alternative Delivery Point, the Client may request ECONSSA to obtain all the environmental permits and authorizations, including the resolution of favorable environmental qualification and the sectoral environmental permits that are required, necessary for the execution of said works and facilities and transfer their ownership, free of charge, to the Client, and ECONSSA undertakes to comply with this. The environmental impact statement or environmental impact study must be submitted to the Client for approval prior to its entry into the Environmental Compliance Assessment System and may only contain the mitigation, Compensation or remediation measures and/or plans that are authorized by the latter. Likewise, ECONSSA undertakes, at the request of the Client, to request the permits, authorizations, including the resolution of favorable environmental qualification and the sectoral environmental permits that are required, and the

easements that may be required for the works and installations of the Last Mile and that ECONSSA may require, according to its legal status, in its capacity as a health services company, and the Client must assume all the costs involved in obtaining such permits and the Compensation that must be paid to the owners affected by the easements. The details of the conditions, charges, audits and other aspects that the obtaining of such permits and easements entails, for the specific case, will be the subject of a particular agreement between Econssa and the Client, which must respect the aforementioned principle that, on the one hand, Econssa will subscribe or carry out these procedures, and, on the other, that it is the client who will bear the costs involved, including Econssa's own costs, for this purpose.

These environmental and sectoral permits and authorizations and, where applicable, the aforementioned easements, must have been obtained and their ownership assigned to the Client, at least 2 (two) months prior to the Mandatory Date of Supply or, where applicable, to the Scheduled Date of Supply Authorized by the Client. The foregoing, without prejudice to the fact that the cost of the procedures or studies to obtain the easements, permits and authorizations related to the infrastructure, including the Delivery Point, will be borne by the Developer, or the Client in the case of easements, permits and authorizations related to the Last Mile, as provided in this Agreement.

**5.2.12** ECONSSA shall maintain in force all the necessary permits, easements and rights that are owned by it and/or are under its responsibility in terms of the Contract and/or the Contract of the New Award Process, for the provision of the Contracted Treated Water to the Client.

**5.2.13** ECONSSA shall inform the Client from the date of signing this Contract, in person every 2 (two) months, the progress of all aspects related to the execution and start-up of the Project and the Tender, as well as the estimated dates regarding the start of the Contracted Treated Water Supply. providing the corresponding support information.

**5.2.14** ECONSSA shall assign this Contract to the successful bidder of the Bidding, in the event that ECONSSA signs the Contract of the New Award Process, leaving the respective assignee as Developer, after notifying the Client, all under the terms set forth in clause Fifteen of this Contract.

**5.2.16** To give the Client's Supervisor access to all the information and activities necessary to verify the control of progress in the execution of the infrastructure for the Client that allow the latter to develop its functions and powers.

**5.2.17** ECONSSA shall comply with the other duties, obligations and powers established and recognized in respect of it in this Agreement, including, without limitation, the obligation to require the Developer to develop the infrastructure in a timely manner, considering especially, but without limitation, the reports of the Client's Supervisor in which it finds delay in such development, in order to ensure that the Developer complies with its obligation to initiate the Water Supply Contracted Processed no later than the Mandatory Date of Supply Line.

## **SIXTH. Supply Line.**

**6.1 Effective Start Date of Supply**, is the latest of the following dates (the "**Effective Start Date of Supply**"): (a) the Effective Supply Delivery Date of the Project and (b) the date that, in its sole discretion, the Client indicates to the Developer, in accordance with the provisions of paragraph C) of **Annex 9** of this Agreement. This Effective Start Date of Supply applies only to the flow rate that the Client has the right to waive, this is for the [REDACTED]

Developer may Notify Customer on a one-time basis, of a Scheduled Supply Date ("**Scheduled Supply Date**") that may not be later than the Mandatory Supply Date, under the following conditions:

- i) Once personally notified to the Client and authorized by the Client, this new date will be considered as the Mandatory Supply Date, for the purposes of this Agreement;
- ii) For purposes of the provisions of i) above, if the Developer wishes to propose a Scheduled Supply Release Date prior to the Mandatory Supply Release Date, the Customer may freely authorize or reject it, in its sole discretion;

The Developer shall make available to the Customer the Contracted Treated Water at the Point of Delivery according to **Schedule 2** no later than the Mandatory Supply Date. If the Developer is to execute the works and installations of the Last Mile in accordance with the provisions of section 5.1.16 above, it shall be its responsibility and obligation to ensure that they are completed and fully operational no later than the Mandatory Date of Supply or, where applicable, the later date authorized by the Client.

**6.2 Notice of Effective Date of Supply of the Project.** The Developer shall notify the Client of the Effective Date of Supply of the Project, which may not be later than the Mandatory Date of Supply Date, no later than 90 (ninety) Days before the date on which it expects the Supply to occur. However, by the Effective Date of the Project Supply Line, the construction of the WWTP, the Driving Net to the Delivery Point and the rest of the Customer's infrastructure must be completed and the Tests referred to in clause 9 of this Agreement must have been satisfactory, so that the infrastructure can operate safely and reliably; on the understanding that minor details that can be completed without interrupting the supply of the Contracted Treated Water to the Delivery Point will not necessarily have to have been completed by then.

**6.3 Treated Water Testing.** In order to be able to carry out the Tests of the installations as set out in clause Nine, the Client will be willing to receive, in due course, the Treated Water necessary to carry out the Tests.

## **SEVENTH BILLING**

### **7.1 Invoicing.**

The Developer will submit to the Customer the corresponding invoice for the Treated Water Supplied on a monthly basis.

It will be sent within the first 5 (five) Business Days of each month in relation to the Treated Water Supplied of the immediately preceding month. The invoices issued by the Developer must be subject to the tax requirements and include, with respect to the calendar month prior to the one in which said invoice is issued, the charges corresponding to the Supply of the Supplied Treated Water, in terms of clause Three of this Agreement (the "**Billable Charges**"), plus VAT, which will be the tax transferable to the Client. The invoice must contain, at least, the information regarding:



- the period covered by the applicable invoice ("Billing Period").
- the number of cubic meters of Treated Water effectively Supplied in the billing period, as shown by the respective measurement.
- the corresponding Rate per cubic meter of Treated Water Supplied.
- The Rates corresponding to the Fixed Component of the Monthly Compensation.
- the total Compensation to be paid.
- the payment deadline.
- the quality and technical information of the Treated Water Supplied, which may be included in an Annex.

**7.2 Payment Date.** Unless the invoice is claimed, in the opportunity and manner permitted by law, indicated in paragraph 7.3 below, the Client must pay the invoice issued by the Developer, within 30 (thirty) days following its receipt (the "**Payment Date**") to the bank account in the name of the Developer, communicated by the Developer in writing. The form of payment will be by electronic transfer, deposit or check to the Developer's account indicated by the Developer in writing to the Client no later than the date of delivery by the Developer to the Client of the corresponding Invoice, with proof of such transfer or deposit being sufficient receipt of payment. When the deadline for payment of an invoice is a day on which the banks do not open their offices to the public, such payment must be made on the day immediately following the date on which the banks operate. All amounts that are not paid on the corresponding Payment Date will cause the rate of Moratorium Interest for the duration of the non-payment and until it is made.

Notwithstanding the foregoing, Developer, in its sole discretion, reserves the right to discontinue the Contracted Treated Water Supply to Customer, in the event of a default, without cause under this Agreement, in payment greater than 60 (sixty) Days after the Payment Date of any invoice issued by Developer for the Supply of Supplied Treated Water. In any case, the non-payment of the part of an invoice that has been duly and timely rejected or claimed by the

Client and, consequently, its content is being discussed by the Parties in accordance with this Agreement.

The reactivation of the Treated Water Supply service will be until the Customer has paid all the invoices that are unjustified in arrears with respect to the stipulated payment term, or signed a payment agreement accepted by the Developer, derived from the Supply of the Treated Water Supplied.

The activities of interruption of the Contracted Treated Water Supply to the Client and its reactivation, as provided in this clause, will be charged to the Client.

In the event of interruption of the Contracted Treated Water Supply to the Client in terms of what is indicated in this clause, the Client has the obligation to pay the Fixed Component of the Compensation.

In the event of non-payment of the Compensation by the Client for 4 (four) consecutive months, without justified cause, the Developer may unilaterally terminate the Contract, with a penalty corresponding to the payment of the equivalent of 24 (twenty-four) months or the remaining months of the contract, whichever is less, of the Fees corresponding to the Fixed Component of the Monthly Compensation (T2) of the Compensation, as set forth in clause Eleventh, which may be made effective with the Warranty that Client delivered<sup>6</sup> to Developer, as indicated in clause Twelfth. This will not operate if the assumptions of section 7.3 are updated. In no event shall the Client be deemed to have defaulted on its payment obligation if there is an ongoing discrepancy with respect to all or part of the Compensation, which is being discussed by the Parties or known to the Third Party Experts in Dispute, unless the Client is reluctant to pay the undisputed amounts of the Compensation, if any.

In no case shall the Client be deemed to have breached, without just cause, its obligation to pay if there is an ongoing discrepancy with respect to all or part of the Compensation, which is being discussed by the Supply Parties or known to the Third Party Experts in Discord or in the event that the proceedings referred to in section 7.3 of this Agreement are in progress, unless Customer is reluctant to pay the undisputed amounts of the Compensation, if any. In this way, the non-payment of the amounts in dispute will not give rise to the interruption, suspension or the rest of the procedure provided for in the previous paragraph, until the discrepancies or procedures referred to in this paragraph are concluded.

The Parties to the Supply also place on record that the deduction applied to the amount of the respective Compensation of the fines imposed in accordance with clause Eleventh of this Agreement will be considered as a justified cause for non-payment of a Compensation charged by the Developer, all up to the amount of the fines deducted. In this way, the deduction of the aforementioned fines and, consequently, the non-payment, up to the amount of the latter, of a Compensation, will not give rise to the interruption, suspension or the rest of the procedure provided for in the preceding paragraph.

**7.3 Non-conformities will know Invoicing.** Customer may object to or claim one or more charges on an invoice, in accordance with the law, within 8 (eight) Business Days following the date of receipt of the corresponding invoice. Notwithstanding such disagreement, the Customer will pay the undisputed or claimed sum of the Invoice on the corresponding Payment Date, not including the disputed charges, which, if true, will pay default interest.

Within 8 (eight) Business Days following the receipt of the nonconformity, the Developer will clarify or justify the disputed items, or modify the respective invoice or issue the corresponding Credit Cream, as appropriate. If they do not clarify or justify within the specified period, it will be understood that they have accepted the Client's disagreement.

Within 5 (five) Business Days following the one in which the Client receives the written clarification or justification of the disputed charges, the Client will notify the Developer of its agreement or disagreement with it. If the Developer agrees with the objection presented, it will be resolved and the corresponding tax document will be issued. If the Parties do not agree, the dispute, if it relates to the determination of the value of the various charges that make up the Compensation, shall be resolved through the appointment of a Third Party Expert in Dispute, or by the Panel of Experts in Dispute, if the dispute is valued at more than three million United States dollars, who

has a period of 2 (two) months to rule on the Disagreements on Invoicing, whose decision will be binding on the Parties. If there is no agreement on the amount of the dispute, it shall be submitted to the aforementioned Panel. If it refers to other matters, the Parties may submit their differences to the dispute resolution mechanism referred to in clause Nineteen of this Agreement.

**7.4 Errors in Invoicing.** Either Party may inform the other of billing errors within 6 (six) months of the date of the applicable invoice. The corresponding claim must be made by the Party concerned within 15 (fifteen) days following the date on which it became aware of such error. Differences in charges or defaults accepted by the other party will be credited or charged, as applicable, on subsequent invoices issued to Customer.

## **EIGHTH Measurement and Measurement Equipment.**

### **8.1 Measurement Equipment**

- i) The Developer shall provide and install, at the Client's own expense, the Metering Equipment to be used to measure the Supplied Treated Water, at the Delivery Point, in accordance with **Exhibit 2**, at least 30 (thirty) Days prior to the Effective Date of Supply of the Project (the "**Metering Equipment**"). The Measurement Team shall make accurate measurements that comply with the generally accepted principles and standards for this type of equipment and services in accordance with Industry Prudent Practices and shall serve as the basis for determining the amounts to be paid by the Client under this Agreement. The installation, verification, calibration and correction of errors of the Measurement Equipment must be carried out in accordance with the provisions of this clause.

- ii) In addition to the Metering Equipment, the Client shall install a flow limitation unit, which shall be specified by the Developer, which shall be connected to the Developer's Control System. This installation will also be done by the Developer in case it is required by the Client, who will assume the costs, previously approved.
- iii) The Metering Equipment must be routinely verified, in accordance with the Prudent Practices of the Sector and to ensure that it complies, among others, with the provisions of the NCH 3205-2011-046 standard on Flow Meters issued by the competent authority or the one that is in force. The maintenance and calibration of the Measurement Equipment will be the responsibility of the Developer and must be carried out at least once a year by a company certified by the SISS and the amount of this verification will be charged to the Client.
- iv) The Client and/or the Developer may request, at its own expense in addition to the annual review, the review and calibration of the Measurement Equipment by a specialized third party company, for which it must give written notice at least 10 (ten) Days in advance to the other Party. In case deficiencies are found in it, they must be compensated in the next invoice and the meter replaced by the Developer, at the expense of the Client, unless the failure is due to lack of maintenance by the Developer, in which case the replacement will be at its expense. Neither Party shall alter the Measuring Equipment in accordance with Applicable Law.
- v) If either Party believes that there is a fault in the Meter, it shall immediately notify the other Party in order to take the necessary measures for its repair, calibration or replacement. In the event that, as a result of the verifications of the Meter, it is shown that it has measurement errors greater than those normally allowed in the industry, then the Developer will be in charge of its calibration in order to leave it in conditions of accuracy, or will replace the device with a new one. The result of all tests and calibrations shall be open for Compensation by all Parties and the report of such tests shall be provided to each Party. The inspection and calibration of the measuring equipment must be carried out by a company certified by the SISS. The cost of these works will be borne exclusively by the Client, unless the failure is due to lack of maintenance by the Developer, in which case the replacement will be at its own expense.
- vi) The Developer will designate and train the personnel it deems necessary both on the Client's own behalf, to carry out the corresponding measurements and will assign the relevant tools for this purpose, such as field sheets for reading and verifying meters, logs, record sheets or any document that allows the recording of the data necessary to carry out the calculation of the Compensation and the preparation of the respective invoice.
- vii) If, during the measurement, the personnel designated for this purpose become aware of anomalies in the meters, they shall give immediate written notice to the Parties.

## **8.2 Failures in the Measurement Equipment.**

1. In the event of failure of any Measuring Equipment or if, through tests, it is proven that the measurement made by them is inaccurate, the following shall be done to determine;
  - a) the period of time during which incorrect measurements were used (the "**Deficiency Period**") and
  - b) the correct values of Treated Water Supplied delivered at the Delivery Point.
2. In relation to the determination of the Deficiency Period: if it is impossible to determine it exactly, it shall be considered that this period began in half the time elapsed between the date of the last test, calibration or adjustment of the Measurement Equipment and the date on which the measurement error was detected in the Measurement Equipment, completed when the new calibration or adjustment of said Equipment is carried out. In no case may the Deficiency Period be greater than 1 (one) year.
3. In relation to the determination of the correct values of the measurements carried out: if there is and complies with the applicable standard, a reserve Measuring Equipment will be used, which will be provided by the Developer, at its cost.
  - a) if a record of the Measurement Equipment is available, and the verification of the equipment verifies that the records are correct, but that the constant of the measurement is inadequate, the correct measurement constant will be calculated, which will be applied again to the records of the Deficiency Period to obtain the correct values of the Treated Water Supplied during it. If the verification of the Measurement Equipment proves that the records are incorrect, the relationships between the erroneous records and the correct records of the Treated Water Supplied during the Deficiency Period will be obtained.
  - b) if no record is available, the Treated Water Supplied in the Deficiency Period will be estimated based on historical values of the last 24 months and the consumption profile of Contracted Treated Water by the Client.
4. To the extent that the Deficiency Period covers a period already invoiced by the Developer and/or paid by the Client, the corresponding T3 Charge will be considered a provisional point, so it will be recalculated based on the corrected measures, and any overpayment or non-payment will be charged or credited to the Client.

## **NINTH. Tests.**

**9.1 Tests.** The Developer shall initiate and perform the Tests at its own expense, as soon as the infrastructure for the Customer to provide the service and the connection to the Delivery Point are completed under the terms set forth in **Annex 2**.

**9.2 Testing Program.** Developer shall submit to Customer in writing its intention to perform the required Tests at least 5 (five) Days prior to the effective date on which it intends to perform the Required Tests, under the terms of **Schedule 2**. In no case shall the Tests be carried out before the 90 (ninety) Days preceding the Scheduled Date of Supply.

Customer shall notify Developer in writing, within 3 (three) Days of receipt of such notice, if it is in a position to receive the Contracted Treated Water during Testing, in a manner consistent with Industry Prudent Practices, with the understanding that the PTAS shall be operated under the sole responsibility of Developer.

9.3 In the event that the Developer has completed all the infrastructure required to start the performance of the Tests in terms of **Annex 2**, it has informed the Customer of the Effective Date of Supply in accordance with section 6.1 - which may not be earlier by more than 120 (one hundred and twenty) Days - to the Scheduled Date of Supply -, had complied with its obligation to provide the Client, if applicable, in a timely manner with all the necessary environmental permits and authorizations for the works and installations of the Last Mile, and even so could not carry them out within the 45 (forty-five) Days prior to the Effective Date of Supply of the Project due to the Client's inability to receive the Contracted Treated Water or any other attributable reason to the Client, and the date of the the Client shall pay to the Developer the Single Compensation and the Fixed Component of the Monthly Compensation set forth in clause Three, from the date indicated by the Developer as the Effective Date of Supply of the Project. No payment will be due if the cause of the delay of the Tests is due jointly or alternatively to technical or any other problems not attributable to the Client or in the event that the Tests do not comply with the provisions of this Agreement.

**9.4** Customer may not terminate this Agreement, nor shall any penalty be applicable to Developer due to Developer's inability to reach the Mandatory Supply Start Date as a result of Developer's inability to perform the Tests due to Customer's inability to receive Treated Water at the Delivery Point in accordance with Schedule 2 for reasons attributable to Customer and for which it may be attributed the Client is responsible. The Client will be responsible for any duly documented expenses incurred by the Developer as a result of the failure to perform the Tests for reasons attributable to the Client, having as a limit the equivalent of the Fixed Component of the Monthly Compensation (T2), for the months of arrears incurred.

**9.5** Developer shall not terminate this Agreement, nor shall any penalty be applicable to Customer due to Developer's inability to reach the Mandatory Supply Date as a result of Developer's failure to perform the Tests due to Developer's inability to Supply the Contracted Treated Water at the Delivery Point as per **Schedule 2**, the Developer shall be liable for any duly documented expenses incurred by the Client as a result of the failure to perform the Tests for reasons attributable to the Developer, in an amount up to the equivalent of the value of the Performance Guarantee provided for in section 12.2.1.

## **TENTH. Labour relations**

**10.1 Absence of Subordination or Employment Relationship.** The Parties acknowledge that for the purposes of this Agreement there is no element of subordination between either Party and the other and therefore neither Party is or shall be considered an employee of any of the other Parties.

**10.2 Labor Liability.** Each of the Parties shall be responsible for the labor obligations in accordance with the applicable legal framework, in relation to its employees, officers and subcontractors or third parties that, as the case may be, they employ to comply with this Contract.

**10.3 No interference.** The Parties expressly agree and agree not to interfere in any way with the employment and professional relationship between any of the other Parties and their employees or contractors and not to interfere in any way with the administration or decisions of any party in employment matters taken by the administration of such other Party.

## **ELEVENTH. Conventional penalties and damages**

**11.1** Fines applicable to the Client. In the event that the Client wishes to terminate the Agreement, it must pay in favor of the Developer, the amount resulting from the product of; (i) T2 and; (ii) the remaining months of the contract or 24 (twenty-four), whichever is less. This amount must be paid at the time of ceasing to consume the services, and the Developer may be charged directly with the Guarantee established in section 12.1.2 of clause Twelve.

**11.2** Fines applicable to the Developer.

**11.2.1** The fines or conventional moratorium penalties described in this Contract, in Annex 8 of this Contract and in Annex 13 of the Contract of the New Award Process will be applicable to the Developer, in accordance with the procedure described therein. The imposition and payment of fines shall be governed by the following provisions:

- i) ECONSSA shall impose on the Developer the fines referred to in this section 11.2.1. However, ECONSSA shall impose on the Developer the fines indicated in **Annex 8**, as soon as the Client notifies ECONSSA that their application is due. ECONSSA will be empowered to waive fines related to the delay in the progress of the execution of the infrastructure only in case the Effective Date of the Project Supply Deadline takes place on or before the Mandatory Supply Date. In all other cases, the corresponding fines must be applied.
- ii) Of the amount of the fines owed by the Developer as of the Effective Date of the Project's Supply Date, a part of the amount thereof, which shall be equivalent to the part represented by the Contracted Treated Water in the total of the Treated Water that the Developer has contracted with the Client and the other Municipal Customers, shall be the responsibility of the Client.

- iii) On the Effective Date of the Project Supply Date, ECONSSA will notify the Client, if any, of the amount that the Developer owes to the Client for fines, which will be determined in accordance with numeral ii) above, so that the Client can deduct it from the Compensation Onica.
- iv) In the case of fines imposed after the Effective Date of the Project Supply for violation of the reporting duties, ECONSSA will notify the Client on a monthly basis, if any, of the amount owed by the Developer for such concept, so that the Client may deduct it from any of the tariff charges owed to the Developer. For such purposes, it will be understood that the Developer owes the Client the part of the fine issued by ECONSSA that results from applying the same, the percentage that represents the Contracted Treated Water in the total of the Treated Water contracted by the Developer with all its Customers affected by the infringement, it being understood that the Client and the other customers with whom the Adjustment of Part clause has been agreed are affected. Favored under the terms provided in this Agreement or in substantially similar terms.
- v) In the case of fines imposed after the Effective Date of the Supply of the Project for violation of the duties of quality of the Treated Water or the volume delivered, or for interruption of the supply, ECONSSA will notify the Client monthly, if any, of the amount owed by the Developer to the Client for such concept, in order for Customer to deduct from any of the fee charges owed to Developer under this Agreement. For such purposes, it will be understood that the Developer owes the Client the part of the fine issued by ECONSSA that results from applying the same, the percentage that represents the Contracted Treated Water in the total of the Treated Water contracted by the Developer with all its customers.

11.2.2 In the event that the Developer incurs an interruption of the Treated Water Supply for causes attributable to the Developer and other than as stated in Section 7.2 of this Agreement, it shall pay the Client a fine equivalent to 7 (seven) thirty-thirties of the amount of T2 in force on the date of the interruption, for each day of the interruption.

The Client may deduct any amount owed to it by the Developer for the fines referred to in the previous paragraph, from any of the payments owed to the Developer for any of the tariff charges agreed in this Agreement, and the Client is entitled to pay the fines by collecting the guarantees of the Developer that are in its possession.

Without prejudice to the provisions of paragraph v) of section 17.2 of this Agreement, the Client shall waive the fines that it has imposed for a given interruption, if the Developer delivers the volume of Contracted Treated Water that it has not delivered during the interruption, within 14 (fourteen) days following the respective interruption.

#### **TWELFTH. Warranties to be delivered by Customer and Developer**



**12.1** The Client hereby agrees to deliver the following Warranties:

**12.1.1** A guarantee for the total of the Single Compensation, to guarantee the payment of the same, in the form of one of the following three alternatives: i) Corporate Guarantee or Parent Guarantee to be granted to its controlling shareholder, called Capstone Copper Corp., a company incorporated under the laws of Canada; ii) Guarantee of immediate execution and payable on sight, on first request; or iii) a bank guarantee slip, at the Client's choice, taken in favor of ECONSSA, which must be delivered within 15 (fifteen) days following the Effective Date of Effective Period in accordance with the text and requirements set forth in **Annex 4**. This guarantee will be returned to the Client once the payment of the Single Compensation has been completed and may be made effective if the Client does not complete the payment of the Single Compensation once it is due, in the place indicated in clause Three, numeral 3.1. ECONSSA shall also return this warranty in the event of termination of the Agreement in accordance with section 13.4 of this Agreement or for breach by the Developer or ECONSSA in any of the causes thereof set forth in section 17.2 thereof, provided that Early Termination has been placed on this Agreement.

**12.1.2** No later than within 15 (fifteen) Days following the Effective Date of Delivery of the Project, in order to guarantee the payment of the Fixed Component of the Monthly Compensation (T2), as well as the payment of any penalty or damages and losses that may be caused to the Developer, derived from breaches attributable to the Client, in the form of one of the following three alternatives: i) Corporate Guarantee or Parent Guarantee to be granted for its controlling shareholder, called Capstone Copper Corp., a company incorporated under the laws of Canada, which may be the same bond as set forth in 12.1.1., including the object of paragraph 12.1.2:

ii) guarantee request of immediate execution and payable on demand, on first demand; or iii) a bank guarantee slip, at the Client's choice, taken in favor of ECONSSA, for an amount equivalent to 24 (twenty-four) months or the remaining months of the Contract, whichever is less, of the Fixed Component of the Monthly Compensation (T2), in accordance with the text set forth in **Annex 4** and previously authorized by the Developer, pursuant to this Agreement and for the term of the Term hereof. This Guarantee must be issued by a bank or insurer recognized by the Commission for the Financial Market of Chile. In the case of policies, the guarantee must be stated in an Insurance Policy registered with the same Commission. **The** Warranty shall remain in force during the term of this Agreement, and may be changed or renewed annually, also adjusting annually the blanket to be guaranteed, considering the provisions of this clause.

.Developer may collect the Collateral to recover any monetary obligations due and unpaid to Customer under this Agreement, including, but not limited to, Conventional Penalties, payments for early termination in the event of failure to comply with the advance term regulation set forth in clause Fourteen and Billable Charges, as well as the interest accrued on such obligations and/or damages duly credited in court corresponding.

**12.2** On its part, Developer shall provide Customer with the following Warranties:

**12.2.1 Guarantee of Compliance in the Construction Period.**

To secure payment of any damages caused to the Client by the failure to perform any of the Developer's obligations during the Construction Period under the New Award Process Contract, the Developer shall provide the Client with a guarantee of performance in the Construction Period consisting of: (i) a guarantee of immediate performance and payable on sight, on first request; or ii) a bank guarantee slip, at the option of the Developer, taken in favor of the Client, within 30 days following the Effective Date of this Agreement, for an amount equal to a value of USD 2,666,667 (two million six hundred sixty-six thousand six hundred sixty-seven Dollars), an amount that will be adjusted proportionally based on the flow of Contracted Treated Water that is finally established, based on what is stated in Annex 9. This guarantee must be issued by a bank or insurer recognized by the Commission for the Financial Market of Chile. In the case of policies, the

guarantee must be recorded in an Insurance Policy registered with that same Commission.

#### **12.2.2 Guarantee of Compliance in the Period of Operation.**

The Developer shall deliver to the Client on the Effective Start Date of Supply, in the form of: i) a guarantee slip of immediate execution and payable on sight, on first demand; or ii) a bank guarantee slip, at the option of the Developer, for the performance of this Agreement, for an amount equivalent to 24 (twenty-four) months of the Fixed Component of the Monthly Compensation T2, in accordance with the text and requirements set forth in Annex 4 and previously authorized by the Client, in accordance with this Agreement and for the term of the Term of this Agreement, in order to guarantee the fulfillment of its obligations, as well as the payment of any penalty or damages and losses that may be caused to the Client, arising from breaches attributable to the Developer. This Guarantee must be issued by a bank or insurer recognized by the Commission for the Financial Market of Chile. In the case of insurance, the guarantee must be recorded in an Insurance Document registered with the same Commission.

Customer may exercise such warranty to recover any overdue and unfulfilled obligations of Developer under this Agreement, including, but not limited to, Conventional Penalties, as well as interest accrued on such obligations and/or damages duly accredited in arbitration pursuant to clause Nineteen of this Agreement.

#### **12.3 Other agreements.**

In the event that any of the Parties does not submit the Warranty in a timely manner, the Complying Party shall notify the non-complying party of such event, granting 10 (ten) Days to comply.

In the event that the non-complying party justifies its non-compliance, the other party must grant a reasonable period of time to comply.

If it does not comply, the Complying party may terminate the Contract without the need for an arbitration resolution, unless the affected party complains about it, considering that there has been no breach, being able in this case to take action before the arbitrator that is appointed.

Each of the Parties will reciprocally be assigned in the contracted guarantee as beneficiary in the first place, assignments that will be irrevocable and that must be recorded in the Guarantee Slip or the respective policy. For the sake of completeness, the beneficiaries, payment terms and glosses are detailed in each case in **Annex 4**.

The amount of the Guarantee Slip or Insurance Certificate shall be expressed in American dollars or in Development Units, as appropriate.

As the amount of the warranty indicated in 12.1.2 decreases year by year as the remaining months of the contract decrease, the Customer will have the right to replace the warranty once a year.

### **THIRTEENTH. Fortuitous event or force majeure**

**13.1 Definition of Fortuitous Event or Force Majeure.** For the purposes of this Agreement, the Parties agree that an unforeseen event or force majeure is an unforeseen event that is impossible to resist in accordance with the definition and requirements of Article 45 of the Civil Code ("**Fortuitous Event or Force Majeure**").

Under no circumstances shall the existence of the following events be understood to constitute an event of

Fortuitous Event or Force Majeure:

- i) Changing economic conditions, lack of financial capacity, financial difficulties or lack of liquidity;
- ii) Strikes, stoppages and any type of labor disputes of workers of the Developer, its Contractors or its Subcontractors or the Client, whether legal or illegal;
- iii) Any changes in Applicable Law;
- iv) The Developer and ECONSSA may not invoke as Fortuitous Event or Force Majeure the failure to obtain the rights of way or viability permits before the competent authority to build the works related to: (i) the conduction and elevation systems of the Pretreated Water that will be conducted from the Antofagasta PPAS to the new WWTP; and (ii) the impulsion, conduction and supply of Treated Water.
- v) The Client may not invoke as a Fortuitous Event or Force Majeure the failure to obtain the rights of way or viability permits before the competent authority to build the works related to the Last Mile (unless it has commissioned them to the Developer).

**13.2 Occurrence of a Fortuitous Event or Force Majeure event.** Neither Party shall be liable to the other for failure to comply with its obligations under this Agreement, if such failure *is* derived from an event of Fortuitous Event or Force Majeure, provided that such Party: (a) is diligently taking all necessary actions to remedy this situation or, where appropriate, to make the event of Casualty or Force Majeure less burdensome with respect to its obligations; and (b) the requirements established in the definition of Casualty or Force Majeure indicated in Section 13.1 above are satisfied.

**13.3 Suspension of Obligations due to Fortuitous Event or Force Majeure.** Where a Party claims to be affected by a Casualty or Force Majeure event: (a) it shall take all necessary actions to mitigate the consequences of such event in the performance of its obligations under this Agreement, including the disbursement of reasonable amounts for this; (b) shall resume performance of its obligations affected by the Act of God or Force Majeure as soon as practicable; and (c) follow the following procedure:

The Affected Party shall:

- a) notify the other Party of the event of Fortuitous Event or Force Majeure, within 3 (three) days of the occurrence of the event in question. Explaining the reasons to which the circumstances refer (1) showing the impossibility and (2) saving or resolving the event of the fortuitous event, to estimate the impact and duration of the same and the conditions of possibility of the performance of the obligations, in accordance with this Agreement;
- b) take the necessary actions in order to mitigate or limit the possible damages caused to the other Party, to the extent that such actions do not directly affect its interests. However, ECONSSA and the Developer may not carry out any action that means discrimination or treatment of the Client more harmful than the treatment given to the rest of its clients;
- c) make all necessary claims with the corresponding insurers;
- d) to correct the effects of the Fortuitous Event or Force Majeure in order to resume the fulfillment of its obligations in the shortest possible time. To this end, the affected Party shall submit to the other a proposal of the actions to be taken to remedy the event of Fortuitous Event or Force Majeure. If the other Party does not agree with the proposal, it must present a counterproposal that seeks to remedy the event of Fortuitous Event or Force Majeure. If no agreement is reached, the affected party may resort to the arbitrator appointed in accordance with clause Nineteen of this Contract; and
- e) inform the other Party when the event of Fortuitous Event or Force Majeure ceases to exist.

It is established that in the event of an Unforeseeable Event or Force Majeure, all the obligations of the Party affected by it will remain in force, except exclusively those that it is prevented from satisfying as a result of the aforementioned event and this for the place that is strictly necessary to solve the cause of such impediment.

**13.4 Termination of the Contract due to an Event of Fortuitous Event or Force Majeure.** The Party not affected by the Casualty, that is, the Party that has not invoked the Fortuitous Event to avoid liability for the breach of its obligations, may terminate this Agreement early, without liability to any of the Parties, within 30 (thirty) Days after the positions indicated below have been fulfilled, respectively, if there is an event of Fortuitous Event or Force Majeure that prevents the fulfillment of obligations acquired under the terms of this Contract and such impediment lasts for more than 120 (one hundred and twenty) consecutive days or for more than 180 (one hundred and eighty) non-consecutive days in a period of 18 (eighteen) months.

The early termination of this Agreement in accordance with the provisions of this clause shall not be attributable to the Parties. However, the Developer shall return at the sole request of the Client the part of the TI that the Client has paid for the Supplied Treated Water equal to the fraction that results from applying to said amount, the percentage that represents the term of the Contract that has not run since the Effective Date of Supply of the Project, in the total period provided for in this Agreement between such Date and the end of the 35-year term set forth in section 16.1 of clause Sixteen.

As an alternative to the request for restitution of funds referred to in the previous paragraph, the Client may inform the Developer, within 60 days following the termination of the Force Majeure Contract and provided that it has paid the Single Compensation, that it retains its right to the Supply of the Contracted Treated Water and, in such case, the provisions of section 14.5 shall apply. and the Developer or ECONSSA may not, until the expiration of the 35-year term provided for in Section 16.1 of clause Sixteen, without applying the exceptions i), ii) and iii) provided for in said section with respect to the aforementioned term, to dispose of the Contracted Treated Water in any way, without the consent of the Client, which will be required even after the termination of the Contract and until the end of the aforementioned 35 years. In the event that the Client does not express its preference for the withholding, it will be the obligation of the Developer or ECONSSA to make the payment referred to in the previous paragraph.

#### **FOURTEENTH. Early Termination requested by the Client.**

**14.1** In the event that the Contract has entered into full force after the Suspensive Condition has been verified and the Client decides to terminate it early, it must make the corresponding Notification within the term of 24 (twenty-four) months prior to the termination date that it has established according to its own interests and without the need for justification, unless it must be terminated due to Fortuitous Event or Force Majeure, in which case the provisions of clause Thirteen above shall apply. In addition, and without prejudice to the provisions of section 14.5, the Client shall not be entitled to the return of all or part of the Single Compensation.

**14.2** If the Client unilaterally terminates the Contract without justification, that is, without invoking the justifications provided for in the Second, Thirteenth, Sixteenth and Seventeenth clauses, it shall pay to the Developer, as its sole Compensation and indemnity, the corresponding amount in accordance with the provisions of section 11.1 of the Eleventh clause, counted from the effective date of the end of consumption by the Customer. The Client will be, however, exempt from payment of this Conventional Penalty and any other Compensation and indemnity, if he obtains another client who demands at least the same flow of Contracted Treated Water and, where appropriate, the Additional Treated Water, and the Contract is assigned under the terms of section 15.2 below. When the client chooses not to waive the right referred to

in section

14.5 in order to freely dispose of it until the end of the term of 35 (thirty-five) years counted from the Effective Date of Effective Date or for the greater period that corresponds by application of the provisions of section 16.3. of this Agreement, the payment of T2 for the entire remaining term of the Contract is obliged.

**14.3** Neither ECONSSA nor the Developer may terminate the Contract early of their own volition.

**14.4** The provisions of section 14.2 do not apply to the termination of the Contract for causes other than the unilateral will of the Client provided for in the preceding paragraphs of this paragraph, so that the termination of the Contract decided or communicated by the Client due to an Act of God, due to failure of the Suspensive Condition, for default of the Developer or for other causes provided for in this Agreement or the Law will not give rise to the payments provided for in section 14.2, nor in section 11.1 of clause Eleventh, nor to any Compensation in favor of ECONSSA or the Developer.

iii) In the event of termination of the Contract by the Client, having paid the Single Compensation, the Client will continue to be the holder of the right to the Supply of the Contracted Treated Water until the end of the term of 35 (thirty-five) years referred to in section 16.1 of clause Sixteen, without the exceptions set forth in numerals i), (ii) and (iii) that are provided for in said section with respect to the aforementioned place, and may dispose of it freely, being able to negotiate freely and assign the Contract to Initial Customers or third parties, in the manner established in section 15.2, subsisting for such purposes, all the stipulations of the Contract that oblige the Developer to the Supply of the Contracted Treated Water, at the Delivery Point or at the Alternative Delivery Point indicated by the Client at any time prior to the conclusion of the aforementioned place, and the Developer may not charge any T1 Charge to the acquirer of the Client's right, except for the Additional T1c and T2c Charges that proceed in accordance with this Agreement. Thus, until the end of the aforementioned 35 (thirty-five) year term, the Developer and ECONSSA may not dispose of the Contracted Treated Water in any way, without the consent of the Client, which will be required even after the end of the Contract and until the end of the aforementioned 35 (thirty-five) year term. However, the Client will have the right to renounce ownership of the right to the Contracted Treated Water Supply, a waiver that must be made in writing to ECONSSA. From the communication of the same, the Developer may make use of the entire right to the Supply of the Contracted Treated Water, at no cost, including the non-return of the Single Compensation. For its part, as of such communication, the Client will no longer be obliged to pay the T2 tariff, except for the one that must be paid in accordance with the provisions of clause 11.I. and 14.2 above.

## **FIFTEENTH ASSIGNMENT**

**15.1** ECONSSA shall assign the rights of the Developer under this Contract to the successful bidder, as the Developer who signs the Contract of the New Award Process, all under the terms provided for this purpose in the Bidding Bases that are part of said Contract. It is the sole responsibility of ECONSSA that the awarded bidder and the Joint and Several Co-debtor assume all the obligations imposed in this Contract on the Developer and that the Contract of the New Award Process and the respective assignment include them. ECONSSA will notify the Client 15 (fifteen) days in advance before the assignment occurs.

ECONSSA, the aforementioned successful bidder (Developer), the Joint and Several Debtor and the Client will sign a contract for the assignment of rights by virtue of which the successful bidder will assume all the rights and

obligations that correspond to the Developer, ECONSSA maintaining the other duties, obligations and powers that are established and recognized in respect of it, all in accordance with this Agreement, and the Joint and Several Co-debtor will assume as guarantor and joint and several co-debtor of all the obligations of the Developer under this Agreement until 5 (five) years have elapsed from the Effective Date of Supply of the Project, and the Client, will appear accepting the assignment of rights of ECONSSA. The position to grant the aforementioned assignment is 30 (thirty) days following the award of the Project and execution of the Contract of the New Award Process, which may not be later than June 2025.

ECONSSA and the Developer may not modify the New Award Process Contract or the documents that are part of them or must be developed in compliance with them, without the prior written consent of the Client, except in the case of matters that do not affect in any way the rights of the Client under this Agreement and, in particular, its right to receive effectively, uninterruptedly and in a timely manner the Contracted Treated Water and, where appropriate, the Additional Treated Water, in the volume, rates, rate indexation and quality provided for in this Contract. This includes the assignment of the New Award Process Contract by the Developer, in which case, once accepted by the Client, the assignee must declare the knowledge and express acceptance of all the clauses, rights and obligations subject to that Agreement, as well as constitute all the guarantees established for the Developer.

In turn, once the assignment of this Contract referred to in the first paragraph of this paragraph has been completed, the Developer may not assign, transfer or transfer in any way, either totally or partially, the rights and obligations established in the Contract of the New Award Process, without the written and prior approval of ECONSSA. For its part, ECONSSA, prior to approving this assignment, must have the written approval of the Client.

In the case of the assignment of this Agreement, once the assignment referred to in the first paragraph of this paragraph has been completed, the Developer may not assign, transfer or transfer in any way, either totally or partially, the rights and obligations established in this Agreement, without the written and prior approval of the Client, unless the Contract of the New Award Process is assigned under the terms established therein.

**15.2** The Client may also dispose of the rights arising in its favor from this Contract and, in particular, may assign the contract partially or totally to third parties interested in receiving the Contracted Treated Water, being able to agree with them the payments or Compensations that they freely agree, without this affecting the obligations with the Developer and ECONSSA established in this contract. It will be the obligation of the Developer to accept this assignment, establishing as the only requirement that the new client replaces the Client's guarantees with others taken or contracted by the new client, under the terms provided in this Agreement. If the Delivery Point is modified and involves additional infrastructure, this must be the responsibility of the new client, and ECONSSA and the Developer must comply with the obligations imposed by this Agreement for the authorization of an Alternative Delivery Point.

## **SIXTEENTH. Term and Termination**

**16.1** This Agreement shall be effective upon compliance with the Suspensive Condition, as set forth in section 2.4 and shall terminate in the 35 (thirty-five) year term from the Effective Date of Effective Date or for the greater period applicable by application of the provisions of section 16.3 below (hereinafter the "Term"), unless:

- i) The Client shall give notice of early termination in accordance with the provisions of clause Fourteen.
- ii) In the event of an Event of Fortuitous Event or Force Majeure in terms of clause Thirteen, in which case the Contract may be terminated in accordance with the provisions of said clause.
- iii) In the event that one of the Parties fails to comply with its obligations, in which case the Contract may be terminated in accordance with the provisions of clause Seventeen.
- iv) Extend in terms of section 16.2 below.

**16.2** Once the Term has elapsed, it may be extended for the time agreed upon by the Client, the Developer and ECONSSA, considering the state of the infrastructure to continue with the Contracted Treated Water Supply. This agreement must be in writing and will always require the Client's signature for its validity.

**16.3** The Client shall have the right to have the validity of the Contract extended for the entire period in which the supply of Contracted Treated Water has been suspended due to the effects of an event of Fortuitous Event or Force Majeure without any surcharge in the Compensation; and may express its decision to operate the aforementioned extension at any time before the expiration of the period of validity that is in progress. However, in the event that an event of Fortuitous Event or Force Majeure only partially affects the Supply, then the increase in place may only be proportional to the flow of Contracted Treated Water affected (maintaining the other terms indicated above). Thus, for example, if the reduction of Supply in the Delivery Point or Alternative Delivery Point (as applicable) in a given month corresponded to 50% (fifty percent) of the Contracted Treated Water, then the increase in the Contract Term should only correspond to 15 (fifteen) Days.

**16.4** In the event that the execution of the New Award Process Contract does not occur within one or more of the places mentioned in the Second Clause of this Contract, the Client may notify ECONSSA of the termination of this Contract, without any liability for it, and without the need for a judicial declaration and without the payment of Compensation or fine of any kind.

## **SEVENTEENTH. Compliance Events**

**17.1 General Provisions.** In the event of any of the events of default, the Party in performance (the "**Performing Party**") may request the other Party (the "**Breaching Party**") to cure its breach within a period of 15 (fifteen) days (unless a separate venue is established under the terms of this Agreement), counted from the time the Performing Party notifies the breach in question, with the understanding that in the event that, after such period, if the event of breach persists, the other Party shall have the right to terminate this Agreement by simple written notice to the defaulting party without the need for a lawsuit, trial or judicial or arbitral resolution in this regard.



**17.2 Events of non-compliance.** The following are non-compliance events:

- i) If ECONSSA or the Developer fails to make payments due to Customer in accordance with this Agreement or applicable law, which are not in dispute, for 4 (four) consecutive months.
- ii) If Customer fails to unreasonably pay overdue and delinquent monetary obligations owed to Developer arising from the Compensation, under the terms set forth in this Agreement, in 4 (four) consecutive months in a calendar year or in 6 (six) months in a 36 (thirty-six) month term, during the life of this Agreement.
- iii) If any of the Parties does not constitute the Guarantees provided for in clause Twelfth, within 15 (fifteen) days following the date on which they should have been constituted or replaced.
- iv) If the Developer does not initiate the delivery of the Contracted Treated Water on the Mandatory Supply Date.
- v) If, once the Contracted Treated Water Supply service has been initiated, the Developer interrupts or suspends, without the Customer's authorization, the Contracted Treated Water Supply to the Customer at the Delivery Point, delivers less Treated Water than the Contracted Treated Water and/or, where applicable, the Additional Treated Water or delivers Treated Water that does not comply with the qualities defined in this Contract.

(a) twice in any 12-month period. This cause shall not be understood to be configured if the interruption has been agreed by the Parties (in the case of a repair or maintenance) or if the Developer has replaced the Contracted Treated Water Supply in full compliance with the Contract within a maximum of 24 hours after receiving the communication from the Client giving notice of any of the circumstances indicated at the beginning of this subsection v); or

The Client will notify ECONSSA of the interruption of the Contracted Treated Water Supply to the Client at the Delivery Point, the delivery of less Treated Water than the Contracted Treated Water and, where applicable, the Additional Treated Water or the delivery of Treated Water that does not comply with the qualities defined in this Contract. The Client may postpone its decision to terminate the Contract if ECONSSA, in the event of the second interruption communicated by the Client, exercises its rights of intervention under the Client's greatest promptness and satisfaction.

the Contract of the New Award Process and presents to the Client a plan that guarantees the restoration of the Supply in the shortest possible time and the non-repetition of the events communicated and provided that it has also paid all the costs incurred by the Client to supply water during the time of the reported non-compliance. To this end, the Client will send the corresponding invoice with that cost, which must be paid by ECONSSA or the Developer within 30 (thirty) days following its submission, or reduce that amount from the next invoice to be issued to the Client. This mechanism will not apply in the event of a third interruption or an interruption that lasts for more than 7 (seven) days.

(b) three times in any 12-month period. This cause will not be understood to be configured if the interruption has been agreed by the Parties (in the case of a repair or maintenance).

(c) For more than 7 (seven) consecutive days.

It is hereby stated that the Client shall not be obliged to observe the correction period provided for in section 17.1. to terminate the Contract early in the event of any of the events of non-compliance provided for in this subsection (v).

- vi) In the event that the fines imposed on the Developer under this Agreement reach or exceed three point five million Dolares, during the term of this Agreement. This event of non-compliance will not be triggered if, once this threshold of fines imposed has been reached, ECONSSA submits, within a period of 15 days, to the satisfaction of the Client, a plan for payment of the fines owed and to ensure that, in the exercise of its rights under the Contract of the New Award Process, will carry out the full and timely Supply of the Contracted Treated Water. If the Client does not approve this Plan within a 5-day period, it will be understood that he rejects it.

It is hereby stated that the Client shall not be obliged to observe the correction period provided for in section 17.1. to terminate the Contract early in the event of any of the events of default provided for in this subsection vi).

- vii) If, for reasons attributable to it, ECONSSA fails to comply with the obligations of the Developer, when it is required to assume them in accordance with this Agreement or with its own obligations under this Agreement and does not remedy them: (a) in the same place as the Developer in the case of obligations that the Developer should have fulfilled; or (b) within 30 (thirty) days from the notice of the Client, in all other cases. However, if it is a matter of non-compliance regulated in paragraph v) of this section 17.2, the provisions of said paragraph shall apply.

- viii) If Developer fails to adjust rates in accordance with the Most Favored Adjustment resolved by the Third Party Expert or the Panel of Expert Bidders in Dispute, in the place defined in section 3.7. It is hereby stated that the Client shall not be obliged to observe the correction period provided for in section 17.1. to terminate the Contract early in the event of the event of the event of a breach provided for in this subsection viii).

### **17.3 Consequences of early termination.**

#### **17.3.1 Early termination for reasons attributable to the Developer or ECONSSA. The**

Developer or ECONSSA shall have the obligation to pay the Client:

- i) The fines that have accrued by application of the provisions of clause Eleventh.
- ii) The part of the Contract paid by the Client equal to the fraction resulting from applying shall know said amount, the percentage represented by the Contract place that has not run since the Effective Date of the Project Supply Date, in the place that governs between the Contract End Date established in the Contract of the New Award Process and the Effective Date of the Project Supply Date, unless the Client, having paid the Single Compensation, prefers to opt for the withholding referred to in the last paragraph of section 13.4, in which case, exercising such option in the terms set forth therein, the provisions of said paragraph and section 14.5 shall apply and the Agreement shall remain in force for the purposes and to the extent provided for in said stipulation. In accordance with section 14.5, once the withholding option has been exercised for the Client, the Developer and ECONSSA may not, until the expiration of the 35 (thirty-five) year term provided for in section 16.1 of clause Sixteen (without applying the exceptions set forth in paragraphs i), ii) and iii) provided for in said section with respect to the aforementioned place), to dispose of the Contracted Treated Water in any way, without the consent of the Client, which will be required even after the termination of the Contract and until the end of the aforementioned 35 (thirty-five) years. In the event that the Client does not express his/her preference for the retention, it will be the obligation of the Developer or ECONSSA to make the payment referred to in the first part of this section ii).
- iii) Other damages caused that are not covered by the foregoing Compensation.

For its part, the Client will be additionally entitled to collect the Guarantees that the Developer has delivered to it to allocate the funds obtained to the payment of the fines, to the solution of the obligation referred to in numeral ii) above, to the payment of the Compensation that may be applicable and to the other rights or uses authorized by the Contract.

#### **17.3.2 Early termination due to cause attributable to the Client The**

Client shall have the obligation to pay the Developer:

- i) The fines that have accrued by application of the provisions of clause Eleventh.
- ii) Other damages caused that are not covered by the foregoing Compensation.

For its part, the Developer will be additionally entitled to collect the Guarantees that the Client has delivered to it to allocate the funds obtained to the payment of the fines and indemnities that may be applicable and the other rights and uses authorized by the Contract.

In the event of early termination of the Contract for reasons attributable to the Client, no refund of the Single Compensation shall be applicable, but the Client, having paid the Single Compensation, shall retain the right referred to in section 14.5 and may freely dispose of it until the end of the 35-year period provided for in section 16.1 of the Sixteenth Clause, without the exceptions set forth in paragraphs i), ii) and iii) that are provided for in said section with respect to the aforementioned paragraph, in accordance with the provisions of said section 14.5, the Agreement being understood to be in force to the extent and for the purposes set forth in the aforementioned stipulation. In accordance with the provisions of the aforementioned section 14.5, the Developer and ECONSSA may not, until the end of the aforementioned period of 35 (thirty-five) years, dispose of the Contracted Treated Water in any way, without the consent of the Client, which will be required even after the termination of the Contract and until the end of the aforementioned 35 (thirty-five) years.

#### **17.3.3 Early Termination of the New Bidding Process Contract**

In the event that ECONSSA terminates the New Bidding Process Contract early, it will be understood that it assumes in the same act and without solution of continuity all the obligations that the Developer has towards the Client and this Contract will continue to be fully enforceable to ECONSSA who, consequently, shall assume, upon such termination, the contractual position and all obligations of the Developer under this Agreement.

#### **17.3.4 Liability of the Parties**

In any case, the amount of the Compensation that may be due for Breaches to this Contract and that may be claimed against a Party, whatever its nature, whether it is emergent damage, loss of profit, or non-patrimonial damage, shall be limited to the value of the TL [REDACTED] updated for the variation of the CPI between December 2022 and the date on which this limitation applies.

**17.4.** However, regardless of the cause of early termination of the Contract, the Client, having paid the Single Compensation, shall retain the right referred to in section 14.5 and may freely dispose of it until the end of the term of 35 (thirty-five) years from the Effective Date of Validity or for the longer period that corresponds to the application of the provisions of section 16.3. of this Agreement. To maintain this right, the Client undertakes to pay the T2 Compensation and, in the event of non-payment of the same, the debts that occur may be used to offset the value of the right, which is valued as the linear depreciation of the same, during the horizon of the Contract, which corresponds to what the Developer can pay to the Client to keep the right referred to in section 14.5 and from the time it has been paid, he will be able to freely dispose of it. However, if, in the face of the early termination of the Contract, it decides, and communicates in accordance with clause twenty, point three, of the

This Agreement, waive the right referred to in Section 14.5, shall pay the fine set forth in Section 11.1.

#### **EIGHTEENTH. Confidentiality.**

The Parties agree to keep the information and provisions contained in this Agreement and its annexes, as well as that which was previously provided, or will be provided to them after the execution of this Agreement, in strict confidence, and not to disclose such information (except to their advisors involved in this Agreement, or with the prior written consent of the other Party).

The provisions of this clause shall not apply to information that the receiving Party can demonstrate:

- i) information that has been obtained prior to its disclosure without violating any obligation of confidentiality;
- ii) information in the public domain that has not been made public through a breach of this Agreement;
- iii) information obtained from third parties who have the right to disclose it without violating a confidentiality obligation; or
- iv) information that must be disclosed as required by Applicable Law or a governmental authority request, provided that failure to disclose it may subject the receiving Party to civil, criminal, or administrative penalties and the receiving Party promptly notifies the disclosing Party of the request for such disclosure.
- v) The receiving Party must disclose the information in legal proceedings in which it is a party in order to properly exercise its contractual or legal rights, in which case it must request the corresponding tribe to reserve or confidential the information or document.
- vi) The information that the Developer or ECONSSA must disclose to exclusively comply with the Most Favored Party Adjustment of this Agreement or the Treated Water supply contracts entered into by them with Municipal Customers or with third parties (in accordance with their respective terms and contracts).

The obligation of confidentiality referred to in this clause shall survive the termination of this Agreement for a period of 3 (three) years. A violation of this clause shall result in the right of the affected party to obtain damages from the party who breached such obligation of confidentiality; and

In the face of a request by the Transparency Law, ECONSSA must, at its own expense, deny the delivery of the information that was provided by the Client, because it is confidential and contains commercial and economic rights. In addition, you must inform the Client as soon as you receive the request

of its existence, so that it can provide background or information necessary to achieve the defense of the refusal of surrender.

The Developer shall have the right to disclose to any of its contractors, creditors, financial parties, advisors, or investors such Confidential information as may reasonably be necessary for the follow-up of its obligations under this Agreement, provided that such information is commonly provided to such persons in such projects, and the Developer shall in all cases indicate that the information provided is of a confidential and confidential nature. Sign the corresponding confidentiality agreements with the recipient of the information that allow for the due protection of confidential information.

## **NINETEENTH. Applicable Law, Jurisdiction, Technical Disputes and Arbitration**

**19.1 Jurisdiction, Governing Law, and Arbitration.** This contract is governed by the laws of the Republic of Chile.

**19.2** Except as provided in the clauses expressly providing that discrepancies shall be resolved by the Third Party Experts in Dispute or by the Panel of Experts in Dispute, any other difficulty or controversy arising between the Parties by reason of the application, interpretation, execution, assignment or termination of this Agreement shall be submitted to Arbitration, in accordance with the "Arbitration Rules of the Arbitration and Mediation Center of the Santiago Chamber of Commerce", in force at the time of its initiation. The dispute shall be resolved by a mixed arbitrator, who shall be the arbitrator as to the procedure and as to the law as to the decision, without further appeal, who shall rule and act without any form of trial, but in accordance with the aforementioned Regulations, the parties waiving, from now on, any appeal that they may file against their resolutions or ruling. The Parties confer special and irrevocable power of attorney to the Chamber of Commerce of Santiago A.G. (CAM), so that, at the written request of any of them, it may appoint the mixed arbitrator from among the members of the arbitration body of the Santiago Arbitration and Mediation Center. However, in its first presentation before the aforementioned Chamber or Center, each Party may, without giving cause, disqualify up to 15 (fifteen) lawyers who make up the number of arbitrators of the CAM, all without prejudice to subsequently exercising the rights of disqualification, implication and recusal that may correspond to them in accordance with the aforementioned Regulations and the applicable law.

The number of referees will be one. The arbitration trial will be held in the city of Santiago de Chile. The language of the refereeing will be Spanish. The law applicable to the contract shall be the substantive law of the Republic of Chile. This arbitration clause shall apply to all amendments, modifications, and addenda to the Agreement, even if the clause is not specifically mentioned therein and provided that, in the amendments, modifications, and addenda referred to therein there is no express provision to the contrary.

**19.3** For the purposes of the provisions of sections 13.4, 14.5, 17.3.1 and 17.3.2, the arbitration clause contemplated in this Nineteenth clause shall remain in force even in the event that this Agreement terminates before the 35 (thirty-five) year term provided for in section 16.1 of the Sixteenth clause. by application of any of the Thirteenth, Fourteenth and Seventeenth clauses.

## **TWENTIETH MISCELLANEOUS**

**20.1 Total Agreement; Annexes.** Prevalence of the Contract. This Agreement including its Schedules constitutes the entire agreement between ECONSSA and the Customer with respect to the Treated Water Supply described herein and is the final, complete and exclusive agreement of all terms and conditions. The Schedules to this Agreement form part of this Agreement.

In the event of inconsistency between the terms of the body of this Agreement and any of its Annexes, and in case of necessary gaps or interpretations, exegesis, jurisprudence, equity and general principles of law will be considered first.

**20.2 Modifications.** This Agreement may not be modified or changed except by written agreement between the Parties.

**20.3 Communications.** All communications or notifications that the Parties exchange or must exchange in accordance with this Agreement, including any communication that exists or must exist between the Client and ECONSSA at any time, will be understood to be validly made if it is made by letter sent by certified mail, letter delivered by hand with acknowledgement of receipt stamped in a copy of receipt or by e-mail with proof of receipt, at the choice of the issuer, addressed to the following persons and addresses, which may be changed at any time in writing after sending by an authorized representative of the respective party, in which case the communication must necessarily be made by electronic mail and also by letter sent by certified mail or letter delivered by hand with acknowledgement of receipt stamped on a copy of receipt:

i) In the case of ECONSSA:

To its General Manager, at the address located at Monjitas 392, office 1003, Santiago and/or **to the** following e-mail: pherrera@econssachile.cl, with a copy to Fernando Velásquez Figueroa and to the e-mail: fvelasquez@econssachile.cl.

ii) In the case of the Client:

To its Administration and Business Manager, to the address located at Isidora Goyenechea 2800, office 4103, commune of Las Condes, Metropolitan Region and/or to the following e-mail: cristobal.celedon@capstonecopper.com, with a copy to Barbara Santander Hidalgo and to the e-mail: [barbara.santander@capstonecopper.com](mailto:barbara.santander@capstonecopper.com).

iii) In the case of the Developer, when it is different from ECONSSA:

To its General Manager, to the address and e-mails that ECONSSA must inform the Client when assigning to said Developer its rights under this Agreement.

## **TWENTY-FIRST. Compliance**

### **21.1 Compliance with laws and prohibition of inappropriate incentives.**

a) Both ECONSSA and the Developer warrant, represent and promise to the Client that it and its affiliates and their directors, managers, employees, agents, representatives and any other person acting on their behalf:

- i) have complied and will continue to comply with all applicable laws, rules and regulations the violation of which would give rise to criminal liability for the Client, including, but not limited to, to the extent that the violations may have such effect, sanctions, anti-bribery and anti-corruption laws, anti-money laundering laws and tax laws; and
- (ii) have not authorized, offered, promised, paid or otherwise delivered, and will not authorize, offer, promise, pay or otherwise deliver, either directly or indirectly, any financial or other advantage to or for the use or benefit of any public official or private person (i) for the purpose of incentivize or rewarding the improper performance of that person in his or her relevant role, or (ii) that violates any applicable law.

b) ECONSSA and the Developer shall comply with the C6 Code of Conduct for MANTOS COPPER suppliers, available at [https:// www.capstonecopper.com](https://www.capstonecopper.com), as amended from time to time, the terms of which are incorporated into this Agreement.

**21.2 Notification requirements.** ECONSSA or the Developer shall notify the Client in writing as soon as they become aware that: a) a violation by ECONSSA or the Developer of section 21.1 of this Agreement has occurred, or is suspected to have occurred; (b) any of the warranties or representations in Section 21.1 of this Agreement are not as a whole true or accurate

**21.3 Review and audit.** a) If the Client has a reasonable record that ECONSSA or the Developer has violated section 21.1 above, it may monitor, review and/or audit the compliance of the Party with respect to the Party with respect to whom it has a history of violating such section, by providing 14 days written notice to the affected Party.

b) The Affected Party shall, and shall ensure that its affiliates and their respective directors, officers, employees, agents, representatives and any other person acting on its behalf in connection with this Agreement shall also:

- i) cooperate with and provide all information and assistance reasonably requested by the Client in connection with any supervision, review and/or audit that the Client conducts; and
- ii) if requested by the Customer, to participate in any training that the Customer wishes to provide in connection with any of the topics referred to in Section 21.1 above, or with the affected Party's obligations under Sections 21.1 and 21.2 of this Agreement.



**21.4 Early termination or suspension.** a) Customer may, in addition to any other remedies it may have under this Agreement or by law, terminate early or suspend the Agreement in whole or in part (including, but not limited to, any obligation to pay Developer in connection with this Agreement) with immediate effect upon written notice to Developer, yes:

- i) the Developer has violated section 21.1 above, in connection with any applicable anti-bribery and anti-corruption laws, sanctions or anti-money laundering laws, or has violated section 21.2 of this Agreement;
- ii) the Developer has substantially violated section 21.1 above, in relation to any applicable law other than an anti-bribery or anti-corruption law, an applicable sanction or a law to combat money laundering, but even so, criminal liability may follow from such a violation for the Client, provided that such violation cannot be remedied, or if the violation can be remedied, the offending Party does not rectify it in the 14 days after receiving a written request from the Customer to do so;
- iii) Developer does not cooperate in any way with the scope of a supervision, review or audit under section 21.3 of this Agreement.

For the purposes of the Agreement, the breaches referred to in this letter a) shall be considered a material breach of the Agreement attributable to the Developer and the Customer shall have the rights provided for in sections 17.1, 17.2 and 17.3.1 of the Contract.

b) Without prejudice to any other provision of this Agreement, the Client shall have the right to suspend any payment to ECONSSA or the Developer in the event that ECONSSA or the Developer, respectively, has committed an actual violation, or if the Client has a reasonable basis that a violation has occurred, of the nature described in the

21.4 a) i), in relation to Law No. 21,595, Law No. 20,393 or any anti-bribery and anti-corruption law or law to combat money laundering, by ECONSSA and/or the Developer. The Client must inform both ECONSSA and the Developer of this information. In the event of such antecedents, the power to suspend payments to the Party to which such antecedents refer shall remain in force unless and until it is determined that no actual violation of the aforementioned rules has occurred and such Party is notified thereof in writing by the Client in order that such violation has been ruled out. For all purposes of the Contract and especially for the purposes of sections 7.2 and 7.3, it shall be understood that the exercise of the power provided for in this letter b) constitutes a justified cause for non-payment. However, once the suspicion has been ruled out, the Client must pay the creditor Party the amount whose solution has been suspended, with default interest.

**21.5 Notification of infractions.** ECONSSA or the Developer may report all violations arising from the Client's conduct in relation to the subject matter of this Agreement that violate the MANTOS COPPER Code of Conduct or the underlying policies, either through its contact at the Client or the MANTOS COPPER corporate violation reporting program, Details of which can be found at <https://www.integritycounts.ca/org/capstone>

**21.6 Penalties** a) Each of them, ECONSSA and the Developer, declare and guarantee with respect to themselves to the Client, as of the date of this Agreement and throughout the term of this Agreement, the following:

- i) neither it, nor any of its subsidiaries (collectively, the "Company"), or directors, senior management officers or managers or, to the best of Company's knowledge, any person on behalf of whom the Company is acting in connection with the subject matter of the Agreement, is a person or entity ("Person") that is owned or controlled to the extent of 50% or more by a Person (or Persons) subject to any economic or financial sanctions or trade embargoes administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State or Department of Commerce, the United Nations Security Council (UNSC), the European Union (EU), Switzerland, or any other relevant sanctions authority (collectively, "Sanctions"), or that is based, organized, or resident in a country or territory subject to broad Sanctions (i.e., covering the entire country or territory) (including, as of the date of conclusion of this Agreement, Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, and Syria) (a "Sanctioned Country") (collectively, a "Sanctioned Person");
- ii) no Sanctioned Person has any beneficiary interest or ownership interest in the Contract, nor shall it have any interest in it or derive any other financial or economic benefit from the Contract; and
- iii) will not use or make available the funds provided by Customer under the terms of the Agreement
  - (i) to finance or facilitate any activities or business of or related to any Sanctioned Country or Sanctioned Person, or
  - (ii) in any other manner that could result in a violation of the Sanctions, or
  - (iii) for any activity or business that may result in MANTOS COPPER or its affiliates being designated a Sanctioned Person ("Activity punishable"); and

b) ECONSSA and the Developer undertake not to violate this clause with respect to a sanctioned Person where the relevant Sanctions are exclusively sectoral sanctions, i.e. any Sanctions that do not freeze or block the assets and/or economic resources of a person, or freeze or widely block the possibility of making funds or economic resources available to such person, but merely restrict the ability of certain individuals or entities to access financing, or to export or import equipment, goods, technology, or services, including, for the avoidance of doubt, the Sanctions imposed under the Sectoral Sanctions Identification List maintained by OFAC ("Sectoral Sanctions") and where the relevant activity or business is permitted under such Sectoral Sanctions.

c) If the Developer becomes a Sanctioned Person or if the Customer has come to the reasonable belief that the Developer has violated or will violate this section 21.6 of this Agreement, the Customer may (without incurring any liability of any kind) terminate the Agreement early with immediate effect upon notice to the Developer and sections 17.1 being deemed applicable to that effect, 17.2 and 17.3.1 of the Agreement, or take any other action

that it deems necessary for the Client to comply with the applicable Sanctions or avoid the Sanctionable Activity. Developer shall be responsible for and bear all costs, liabilities and expenses of any kind incurred by Customer in order for Customer to exercise its rights under this clause. Any exercise by the Client of its right under this clause shall be without prejudice to any other rights or remedies of the Client under the Agreement.

d) In addition, the Client shall not be obliged to comply with any obligation required by this Agreement if the fact of doing so would give rise or could result in the violation of any Sanction or would be inconsistent with it, or would expose the Client or its business group to other risks of Sanctions, including, without limitation, the risk of being designated as a Sanctioned Person.

#### **21.7 Criminal Liability of Legal Persons, Law of Economic Crimes and Protection of the Environment. Compliance.**

21.7.1 The Parties expressly declare that they are aware of the provisions of the Law 20,393 will know Criminal Liability of Legal Persons and its subsequent amendments, including, but not limited to, Law 21,595 will know Economic Crimes.

21.1.2 The Parties undertake to the Client to adopt all necessary and sufficient crime prevention measures to comply with the highest standards of probity, good practices and public order required by Law 20,393 and its subsequent amendments, and for the Client, throughout the term of the Contract. The Parties declare that the management of their company and their personnel are duly trained, and that this commitment is extended to all contractors, subcontractors or third parties that participate under their control, dependency, and/or on their behalf before public bodies.

21.1.3 The Parties declare that they are aware that the Client is obliged to comply with a high ethical standard in the development of its activities. Therefore, in the execution of the Contract, the Parties must perform respecting and complying with all current legal regulations that prohibit the performance of criminal conduct, contrary to morality or ethics, including, but not limited to, those indicated in Law 20,393 and its amendments. The Parties shall refrain from incurring in any of the crimes contemplated in Law 20,393 and its subsequent amendments, being responsible for the direction and supervision with respect to all their representatives, executives, workers, external advisors and suppliers and in relation to the prevention of such crimes.

21.1.4 In the event that the execution of the Contract requires interaction with public bodies, as in cases of inspections, obtaining and renewal of authorizations, permits or applications of any kind or nature before any authority, whether environmental, sectoral, fiscal, semi-fiscal, provincial, governmental, municipal or otherwise, the Parties, their contractors, subcontractors and/or third parties shall act with the highest and due diligence, complying at all times with the applicable regulations on criminal liability, ethical behavior and civil and administrative liability. The granting of economic incentives is prohibited when carrying out the indicated procedures and any of the actions sanctioned by Law 20,393 and its amendments.

21.1.5 The Parties declare that they are aware of and accept the internal prevention measures, standards, policies and manuals (hereinafter, the "Measures") that the Client has implemented for the prevention of those crimes contemplated in Law N220,393 and its future amendments. ECONSSA and the Developer are obliged to comply with the Measures throughout the term of this Agreement, as well as to comply with the applicable regulations in force, including, but not limited to, Law 20,393 and its future amendments. The Client has the right to audit the records of the Parties upon request on reasonable suspicion of non-compliance with this clause.

21.1.6 The Parties shall be responsible for the direction and supervision of all their representatives, officers, employees, external advisors and suppliers, in relation to compliance with the provisions of this clause and shall not perform acts that cause the Client to violate the anti-corruption legislation and other rules and principles contemplated in this clause.

21.1.7 The Parties declare that they have communicated to the Client any current or past family ties or business relationships between SF or any of its employees, partners, officers, directors or shareholders, and any government official, public official, political party leader or candidate for public office, or any employee, partner, officer, director or shareholder of the Client, or any of its related companies, and undertakes to notify Customer of any such relationship that may arise during the term of the Agreement.

21.1.8 The Parties declare that, in the event that their annual sales exceed 75,000 development units, they are obliged to implement and maintain a Crime Prevention Model in accordance with Law No. 220,393 and its amendments. The Parties undertake to comply with this obligation throughout the term of this Agreement.

21.1.9 The Parties undertake to urge the inclusion of this clause, or an essentially similar commitment, in all subcontracts entered into in connection with this Agreement and to require their contractors to include it in their subcontracts in turn.

21.2 Internal investigations. The Parties undertake by sf, by the subcontractors and by all personnel, executives, dependents, representatives and any third party involved in the provision of the services necessary for the fulfillment of this Contract to collaborate actively and permanently in any internal investigation carried out by the Client, making available to whoever carries out the investigation all the information, witnesses and documents that it has in this regard at the request of the Client.

21.3 Obligation to inform and report. The Parties undertake by sf, by their personnel, officers, dependents, representatives, by subcontractors and any third party involved in the provision of the Services to report and report to the Client immediately any event, fact or incident occurring during the execution of this Agreement, whether caused by the Parties or third parties for whom it is liable or because it was witnessed by them, that puts the Client at risk and, likewise, any that affects or may affect safety and the environment.

// Once this Agreement has been read and the Parties have been aware of the content and scope of each and every one of its definitions, declarations, clauses and sections and stating that there is no defect in the consent, they sign it in triplicate, of the same tenor and value, and in full accordance with the 30th of January 2025, one copy will remain for ECONSSA, another for the Client and the third that will be delivered to the Developer, when it is different from ECONSSA.

// This Contract is signed in two copies of the same tenor and value, one of which shall remain in the possession of each Party.

// The representative of Patricio Alberto Herrera Guerrero to act on behalf of Empresa Concesionaria de Servicios Sanitarios S.A. Econsa Chile S.A. is recorded in a public deed executed before the Notary Public of Santiago Mr. Alberto Mozo Aguilar dated August 2, 2017 together with the board of directors agreement turned into ordinary board session No. 645, dated January 9, 2025.

// The representative of James Craig Whittaker and Fernando García Lázaro to act on behalf of Mantos Copper S.A. is recorded in a public deed executed before the Notary Public of Santiago Mrs. Marfa Angélica Galán Bauerle dated September 12, 2024.

*James Craig  
Whittaker*

*Patricio Alberto Herrera Guerrero*

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**James Craig Whittaker**

*Fernando  
García Lázaro*

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**Patricio Alberto Herrera Guerrero**

**pp. Empresa Concesionaria de Servicios  
Sanitarios S.A.**

**Fernando García Lázaro**

**pp. Mantos Copper S.A.**