

# RHS-NORM-14 PURCHASING AND CONTRACTING NORM

Norm assigned to:	Revised by:
Global Process and Continuous Improvement Fuction	Global Compliance and Risk Function Global Legal Function
Approved by:	Date: April 13th 2023 ALEATICA Management Committee
Scope:	This shall apply to all of the Companies in which ALEATICA SAU or ALEATICA SAB have a controlling interest. For those Companies in which ALEATICA has an interest and where it has appointed a member of its governing body, such members shall propose that measures be taken which are similar to those stated herein and shall report to the keeper of this document on whether the investee Company has taken measures that are comparable to those established here or adopted the latter.
<b>Document classification</b>	For Internal use

## **Change tracking**

Revision	Section	Brief description of the change
Revision	Section	This document contains the following changes:
02		<ul> <li>It updates formats and the corporate image.</li> <li>It annuls the documents:</li> <li>Responsible Purchasing and Contracting Policy</li> <li>RHS-NORM-01 Purchases and Contracting of Services</li> <li>P-COM-01/CS Procedure for Purchases and Contracting of Services</li> </ul>
03		Improvements to clarify the Norm and increase process efficiency Sep 2021: *Appendix 9 and Appendix 10 are updated. *The section "Purchases with Credit Card" and Intercompany Purchases is added
04		* Appendix 10. List of Purchases with Functional Dependency is updated.  * Appendix 14. Exchange Equivalence is updated

## **Related and applicable documentation**

Code	Document Name
	Code of Ethics and Conduct
DCR-POLI-02	Antibribery Policy
RHS-NORM-20	Suppliers Certification, Registration and Assessment Norm
DAJ-POLI-01	Delegated Authorities Policy – DAP



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#### 1. PURPOSE

The purpose of this norm is to establish the principles, process, documentation and controls that the personnel of ALEATICA, its affiliates and business units (hereinafter ALEATICA) must follow when purchasing goods, works and services.

This document is not applicable for Sponsorships, Donations or to implement ALEATICA's support to non-profit institutions, these topics shall be performed in the terms provided by the norm DCR-NORM-14 Donations and Sponsorships Norm.

#### 2. DEFINITIONS

**Bidding:** process of requesting competitive bids convened by ALEATICA in order to award the corresponding contract to the interested party who has made the proposal that represents the greatest value for the company.

**Budgeted Purchase:** All Purchases that are contemplated in the annual budget of each Requesting Area.

**Confidentiality Agreement:** document where ALEATICA and the Interested establish a commitment that the information shared or provided will remain confidential or will not be disclosed to third parties. It is not necessary to be signed in all bidding procedures, only in those in which the Director of Requesting Area consider the existence of confidential information that must be protected.

**Country Director:** Ultimate authority designated to assume control of the Business Units in each country.

**DAP:** Delegated Authority Policy, which refers to the Authorization policy approved by the Board of Directors that corresponds.

**Direct Award:** these are contracts that are awarded to a supplier without inviting various Interested. Direct awards are only performed as an exception and shall only apply in the cases expressly set forth in this norm.

**Director of Requesting Area:** executives from each Business Unit designated as responsible for purchases. In <u>the Appendix 9. List of Directors of Requesting Area and Purchasing Controller</u> is defined the list with the details of the Directors of Requesting Area of the Business Units. The list of Directors of Requesting Area must be authorized by the Executive Committee.

**Emergency Purchase:** Purchase that must be made without delay in order to guarantee ALEATICA's essential and urgent interests, such as the provision of the service or employees and customer safety.

**Framework Agreement:** contract with a supplier to establish a set price or rate applicable over a period of time, not to exceed three years, for the acquisition of a certain good or service. For purposes of this norm, the Framework Agreement shall be subject to the rules established for Major Purchases. The Framework Agreement may refers to one or more Requesting Areas, in order to set the rates and prices for the same work, good or service. When the Framework Agreement affects several functions, its preparation and processing will be carried out, by mutual agreement, by only one of the functions involved.



**Global Director of the Function:** ultimate authority designated for each function/department with global responsibility for such.

**Interested:** third party who is interested to have a contractual relationship with ALEATICA.

**Invitation Letter:** document sent to Interested suppliers to submit an offer in a bid, detailing the conditions and terms of contracting the good, work or service.

**Major Purchases:** all awards equal or that exceed 100.000 Euros<sup>1</sup> or the equivalent in local currency.

**Minor Purchases:** all awards for less than 100.000 euros or the equivalent in local currency that do not affect the operation continuity or place the safety of employees and customers at risk.

Non-Budgeted Purchase: purchases that are not contemplated in the Budget.

**Purchase:** Acquisition or contracting of goods or services.

**Purchase with Functional Dependency:** purchases in which the Global Director of the Function must participate and approve the award of the contract. The Purchase with Functional Dependency are mentioned in the <u>Appendix 10. List of Purchases with</u> Functional Dependency.

**Purchase File:** File that contains the documentation for the purchasing process, the preparation and safekeeping of which shall be the responsibility of the Purchasing Controller.

**Purchase Authorization Report:** as known in Spanish *Informe Motivado*, it is the document that justifies the decisions in the purchasing process:

- Applying the Emergency Purchases.
- Direct Award.
- Increase (modification) of the amount of a contract already signed.

#### **Approvals of the Purchase Authorization Report**

Entity	Minor Purchases	Major Purchases
Corporate	Director of Requesting Area	<ul><li>Director of Requesting Area</li><li>Global Director of the Function</li></ul>
Business Unit	Director/Manager of the Business Unit	<ul><li>Director/Manager of the Business Unit</li><li>Regional Director</li></ul>
	s with Functional Dependency: Global [ List of Purchases with Functional Depen	Director of the Function, in accordance with dency

The Purchase Authorization Report is provided in <u>Appendix 1. Purchase Authorization</u> Report

**Purchasing Controller:** Business Unit employees defined for supervision and purchasing process control: validate the comparative table, validation of purchases with functional dependence, keep the Purchase File and management of key performance indicators of the purchasing process. For Business Units the Purchasing Controller shall

 $<sup>^{1}</sup>$  In the <u>Appendix 14. Exchange Equivalence</u> is consider the applicable amounts for each country or type of currency.



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be appointed by the Director/Manager of the Business Unit and, for corporate purchases, the Purchasing Controller shall be appointed by the ALEATICA Management Committee.

In the <u>Appendix 9. List of Directors of Requesting Area and Purchasing Controller</u> is defined the list with the details of the Purchasing Controller of the Business Units, and any changes must be authorized by the ALEATICA Management Committee.

**Requesting Area Leader:** is the purchase responsible that belongs to an area of ALEATICA Corporate or Business Unit that requires the service or the good to be purchased. The Requesting Area Leader will be responsible for preparing the Invitation Letter, conducting the search for suppliers, preparing the comparative table and coordinating the Supplier Certification and monitoring the delivery of the good or service. The Requesting Area Leader shall manage the purchasing process through each stage of the process, without unnecessary delays in the collaboration with other Business Units.

**Responsible for Control of Supplier Certification**: refers to the ALEATICA collaborator who validates all the information necessary to carry out the Supplier Certification and administers the Supplier Registry.

**Supplier Certification:** process that ensures the supplier's qualification to provide products or services that meet the compliance and quality requirements set by ALEATICA. It comprises the Technical Certificate, Financial Certificate and Third-Party Compliance Due Diligence.

**Supplier Registry:** Repository that contains the support documentation for the contracting and registration of suppliers. Link: Registro Único de Proveedores.

#### 3. PRINCIPLES OF CONTRACTING IN ALEATICA

When making a purchase in ALEATICA, the following basic principles shall be applicable, which the Director of the Requesting Area should be accountable:

- Principle of participation: a minimum of three Interested shall be invited to participate in purchasing processes, unless this norm expressly allows for application of a different process. The invited candidates must have a sufficiently homogeneous level and sufficient for the performance of the contract so that, ALEATICA would be willing to engage any of them. Unless justified reason, suppliers should not be invited to participate when in prior experiences with ALEATICA, they have obtained an assessment of "Not reliable," issued in the terms set forth in the norm RHS-NORM-20 Suppliers Certification, Registration and Assessment Norm.
- **Principle of publicity, equal treatment and non-discrimination:** this principle requires that Interested all be informed of the opportunity in the same conditions and given the same information equally in advance to the day on which bids are required to be submitted. It also requires that the selection carried out consider objective criteria, primarily the technical criteria (safety process, proven experience, execution time) and the economic criteria.
- **Principle of confidentiality:** criteria of maximum confidentiality shall be applied throughout the selection process. No information provided by the companies that participate in a selection process may be disclosed. Also, ALEATICA shall not disclose confidential information or information that includes personal information except when justified and unless a Confidentiality Agreement has already been signed.



- **Principles of efficiency:** appropriate and timely contracting by ALEATICA is essential for it to comply with its objectives. Thus, the processes indicated in this document must be carried out on a timely and agile basis.
- **Principle of transparency:** The selection criteria shall be expressly indicated in the Invitation Letter, unless the Director of Requesting Area considers that it is in the best interest of the bid not to share them with Interested. In addition, once the supplier has been selected and has a signed contract, the Requesting Area Leader shall notify the awarded to the rest of the candidates that have not been selected. This communication shall indicate briefly the criteria that were considered in making the selection, without sharing the conditions and terms agreed in the winning offer.
- **Principle of documentation:** The actions involved in each purchasing process shall be documented in order to leave evidence of them so they can be reviewed and verified.
- **Principle of Sustainability:** suppliers will be asked for the social regulatory commitments -safety and labor- and environmental that by law they must comply with, as well as the sustenance of this compliance or monitoring of said. In addition, once the participating company is contracted, ALEATICA reserves the right to carry out any review, audit or verification of the information that has been requested in this process, in which it may request from the supplier information and documentary evidence that verify and ensure that the company has actions aligned with the international sustainability standards to which ALEATICA is committed, and monitor ESG aspects (environmental, social and governance) that allow, gradually, to comply with the indicators related to suppliers and supply chain, avoiding any conduct that, even without violating the law, may damage the reputation of the participating company and consequently of ALEATICA.



#### 4. TYPES OF PURCHASING PROCESSES

The purchases made in ALEATICA are carried out through one of three different types of purchases: (i) Major Purchases; (ii) Minor Purchases; and (iii) Emergency Purchases.

4.1 Major Purchases: this is the process used to make all purchases for amounts equal to or that exceed of 100.000 euros or the equivalent in local currency. The price of each Major purchases shall be the total amount of the payments contract that ALEATICA must make during the terms of the contract (excluding Local Taxes). Major Purchases requires a contract formalized.

This process is regulated in section 5. Major Purchases Process.

4.2 Minor Purchases: This is the process used to make all purchases for amounts of less than 100.000 euros or the equivalent in local currency. The price of each purchase shall be the total amount of the payments that ALEATICA must make over the entire life of the purchase (excluding Local Taxes).

In case of the Purchase Process has been initiated by the Minor Purchase but it turns out that the offers received are above the amount of 100.00 Euros or the equivalent in local currency, the purchasing process must be performed following the Major Purchase process.

This process cannot be used to separate the object of a purchase into parts to avoid applying the Major Process.

This process is regulated in section 6. Minor Purchases Process.

4.3 Emergency Purchases: This process is used for all purchases when, there is a duly verified emergency that makes it impossible to wait to make the purchase until all of the processes involved in the Major or Minor Purchases Process have been completed without placing ALEATICA's essential interests at risk. ALEATICA's essential interests shall be understood to be at risk when the contracting must be performed immediately to avoid the suspension of a service or infrastructure or to avoid an imminent risk for individuals, a case of major force or an event that jeopardize any aspect related to Safety or Physical Security. The Emergency Purchase is an exceptional process.

Every 6 months, the Director/Manager of the Business Unit must report all the Emergency Purchases processed during that period to the Board of Directors of ALEATICA SAU or SAB.

This process is regulated in section 7. Emergency Purchases Process.



#### 5. MAJOR PURCHASES PROCESS

The Major Purchases Process consists of the following stages:

- 5.1 Purchase Request and Selection Criteria.
- 5.2 Search for Suppliers.
- 5.3 Selection of Supplier and Awarding.
- 5.4 Signing of Contract/Purchase Order.
- 5.5 Delivery of the good, provision of the service and assessment of suppliers.
- 5.6 Billing and Payment.
- 5.7 Amendments to a Contract that has Already Been Signed.
- 5.8 Documentation and File Record.

## 5.1 Purchase Request and Selection Criteria

5.1.1 The Purchasing process starts with a Purchase Request, which is the document through which the Requesting Area Leader describes its purchase requirements and indicates the need for the purchase and the technical specifications.

The Purchase Request is provided in <u>Appendix 2. Purchase Request</u>. If there is a system that allows to document the Purchase Request electronically with the required specifications, it shall not be necessary to use the physical document.

The Purchase Request shall expressly indicate whether or not the purchase is budgeted; that is, whether the amount of the purchase is provided for in the Global Function or Business Unit's annual budget.

In those cases where the Director of Requesting Area is part of the Financial Function, the budget approval will be sign by the Director/Manager of the Business Unit and for Corporate purchases by ALEATICA CFO.

5.1.2 The Requesting Area Leader shall create a document with the Selection Criteria that will be used to evaluate the offers received. The format for this document is included in <u>Appendix 3. Selection Criteria</u>. For the purposes of this document, the economic criteria of the offer will be prioritized, unless there are criteria of a technical nature that, duly justified, must be considered and weighted together with the economic criteria. The Director of Requesting Area must also express whether it considers making the Selection Criteria public in the Invitation Letter.

In addition, if the Director of the Requesting Area considers that there are reasons to proceed with a Direct Award, it shall indicate the reasons why it considers this and shall not complete the Selection Criteria document.

In case of Purchases with Functional Dependency, the Requesting Area Leader will coordinate with the Global Director of the Function the Selection Criteria, suggestion for purchasing and technical guidelines that will be included in the Invitation Letter.



## 5.2 Search for Suppliers

Having received and validated the Purchase Request and the Selection Criteria, the Requesting Area Leader shall begin searching for the supplier.

For Purchases with Functional Dependency, the Requesting Area Leader will coordinate the collaboration and intervention of the corresponding Global Director of the Function.

The Director of the Requesting Area may request the Direct Award in the following cases:

- When there is a Framework Agreement previously subscribed with a supplier by another ALEATICA company, and the Requesting Area Leader requires a purchase under such Framework Agreement, the Requesting Area Leader must complete a Purchase Authorization Report without the need to request the file or the supporting information that has been generated for the Selection of the Supplier with whom the Framework Contract was concluded.
- When the good or service requested can be provided by a Business Unit **ALEATICA**, the authorizations mentioned in section 9. Intercompany Purchases must be obtained.
- When **there** is only one supplier that can carry out the required services. This is when the service or good is very specific or specialized and it is not possible to find more than one supplier that can provide the service under the quality or safety conditions required.
- Confidential contracting: when it is necessary to have contracts, whose existence must be confidential or that cover services or goods that are considered reserved or confidential (e.g., events of purchase of a Business Unit). This confidentiality shall be considered cause for a Direct Award when the reserve or secret required cannot be sufficiently safeguarded by signing a Confidentiality Agreement with the candidate suppliers.
- In those cases when a company has a clear competitive advantage over the others since it has previously provided work of the same kind to ALEATICA and it has in-depth knowledge of the case that it would make it difficult for other companies to carry out the work under the same conditions since they lack that knowledge. The competitive advantage must be objectively reflected in economic benefits, the delivery time or the high-quality service to be received by ALEATICA. It is not a justification for Direct Award when the interest in carrying out is mere convenience of having worked with a company previously that gives that company more familiarity with the project or a closer personal relationship.
- When, after requesting a minimum of three offers only receives one offer or the offers presented are not appropriate to its needs.
- Contracting of a **supplier required by the Public Authority**. If ALEATICA decides to contract the supplier recommended by the Public Authority, it must be carried out in accordance with the norm DCR-NORM-13 Interaction with Public Officials Norm.
- A Direct Award shall also apply if the supplier is **required by financial entities** under the framework of a project funding contract or any service that such financial entities may provide.



- When the contracting of a supplier must be carried out in a Business Unit due to a purchase decision of a Global Corporate Function. The Global Director of the Function must complete the Comparative Table or the Purchase Authorization Report as a support of the Supplier Selection and subsequently must send an email to the Lead of the Function in the Business Unit, certifying that the selection of the supplier has been made and identifying it. The Business Unit will not have to process an additional Purchase Authorization Report.
- **Urgent purchase.** These are cases in which, without being a case that justifies using the Emergency Purchases process, a very fast contract is required that does not allow the delay that it would take to request three offers and process their assessment. Purchase unplanned is not an urgent cause for direct procurement.
- Any other good or service decided by ALEATICA's Executive Committee or the Board of Directors of ALEATICA SAB or SAU evidenced evidenced through the certification of the secretary of the Board or Management Committee or, with a statement from the Global Director of the Function in the corporate or, in the Business Units of the Director/Manager of the Business Unit by an email to the Purchasing Controller.

In any of the cases of Direct Award indicated above, shall not start the searching process of other suppliers, and the process shall proceed directly to the contracting of the proposed good or service with the selected supplier.

Suppliers that will be contracted through Direct Award must comply with the requirements of the norm RHS-NORM-20 Suppliers Certification, Registration and Assessment Norm.

Once the Purchase Authorization Report has been approved, this document should be sent to the Purchasing Controller of the business unit or Corporate.

#### 5.2.1 Selection of Interested invited to the bid

The Requesting Area Leader must invite at least 3 Interested to submit an offer and must consider as candidates the suppliers that already have current Supplier Certification with ALEATICA and that are registered in the Supplier Registry and have already provided a similar good or service.

However, the Requesting Area Leader may invite Interested without Supplier Certification to participate in the bid. If the Requesting Area Leader or the Director of Requesting Area understands that there are other without Supplier Certification, which have characteristics that may benefit the interest of and promote greater competition.

In any case, the invitation to suppliers that have not a Supplier Certification not exempt them from the obligation of obtaining it based on the type of contract and based on provisions set forth in the norm RHS-NORM-20 Suppliers Certification, Registration and Assessment Norm.



#### 5.2.2 Preparation of Invitation Letter for the bid

When several Interested will be called to submit offers, the Requesting Area Leader shall send the Invitation Letter for the bid to no less than three Interested. The Invitation Letter shall be prepared by the Requesting Area Leader and validated by the Director of the Requesting Area.

A correct Invitation Letter requires prior reflection on the matter by the Requesting Area Leader, in order to clearly and precisely describe the terms of the good or service required and ensure that the offers presented by the suppliers are based on consistent criteria so that they can be easily evaluated and compared.

When the confidentiality of a process is essential, the potential Interested may be asked to sign a Confidentiality Agreement, prior to sending the Invitation Letter, so that the process only continues forward with the Interested who do in fact sign the agreement. The Confidentiality Agreement sent to the Interested must always have been validated in advance by the Legal Responsible. The signing of a confidentiality Agreement by the interested parties will be required when the Director of Requesting Area decides based on the sensitive nature of the information to be provided.

The Invitation Letter must contain the following contents:

- In the case of contracting of services or work, the Invitation Letter must clearly describe the scope being requested. In the case of acquisition of assets, the Invitation Letter must describe the technical and functional specifications of the goods looking to be acquired.
- The Interested shall indicate with precision in their offer the methods and resources they will make available to ALEATICA, including the individuals who will be involved in the provision of the service and their experience. The offer of the Interested contact with ALEATICA during the execution of the contract.
- The Interested shall indicate in their offer the price of the goods or services or the objective parameters to proceed to the calculation (e.g. per time, volume, weight, among other).
- · The Invitation Letter shall require the Interested to inform if they going to use subcontractors or not.
- In the case of a Framework Agreement, the Invitation Letter shall request a commitment with respect to the rate, fees or prices to handle certain types of goods or services for a set period, which must not exceed 2 years.
- The offer provided by the Interested should specify the conditions and terms of payment including, if applicable, any advance that will be required. The Invitation Letter, in the cases considered necessary to improve ALEATICA's position, shall indicate the amount of the advance payment up to 20%, that, ALEATICA is willing to pay against the price of the contract, and the guarantees that in the case require to be provided by the supplier to receive that advance. Any advance greater than 20% must be previously expressly authorized by the Finance Responsible in the Business Unit and in the corporate by the Global Director of Administration and Control via email.
- The Interested shall establish the maximum term or schedule for carrying out the provision of the service or delivery of the goods.



- The Invitation Letter shall indicate the deadline (date and hour) for submission of offers by the Interested, which shall be the same for all such parties.
- If it has been so decided by the Director of the Requesting Area, the Invitation letter shall contain explicit reference to the criteria that will be considered to evaluate the offers.
- The Invitation Letter will warn that ALEATICA reserves the freedom to award or not the contract of the bid or, even continue, paralyze or modify the purchasing process or declare it deserted in the absence of bidders or that their offers do not reach the expected parameters.
- The Invitation Letter shall indicate the email address of the recipients of the offers, who shall be: (i) the Director of the Requesting Area, (ii) the Requesting Area Leader and, (iii) the Purchasing Controller. The offers will preferably be submitted electronically and physically if necessary, because of the nature of the offer (designs, drawings, among others).
- If appropriate, the Invitation Letter may include a draft contract, which must be prepared or previously revised by the Legal Officer and which must contain, among others, the Safety, Anti-corruption, Confidentiality, Personal Data Protection clauses and the Responsible Declaration of Sustainability defined, where required.
- For the preliminary verification of the performance of the Interested Party in Matters of Safety, the Letter of Invitation must contain Appendixx 11. Safety Questionnaire.

The Invitation Letter must be approved by the Director of the Requesting Area prior to being sent and shall be sent by the Requesting Area Leader to the Interested via email, with a copy to the Director of the Requesting Area as well as the Purchasing Controller. For Purchases with Functional Dependency the Invitation Letter must also be approved by Global Director of the Function.

#### 5.2.3 Reception of Offers

When the offers have been received from the Interested, the Requesting Area Leader shall proceed to analyze them, verifying that they meet the content requirements indicated in the Invitation Letter.

If at least three candidate suppliers were invited and less than three offers are received, the following process shall apply:

- 1. If only two proposals were received, the Director/Manager of the Business Unit or the Global Director of the Function shall decide in the in Appendix 4. Comparative Table to continue forward with the process and consider only the two offers received and justifying the reason why there are only 2 offers. For Purchases with Functional Dependency, the decision will be taken by the Global Director of the Function. If it were decided to convene another Interested to submit an offer, the provisions of sections 5.2.1 Selection of Interested invited to the bid and 5.2.2 Preparation of letter of invitation shall apply.
- 2. If only one offer is received, it will not be open offers shall be asked for again to at least two other potential Interested, and the provisions of points 5.2.1



Selection of Interested invited to the bid and 5.2.2 Preparation of Invitation Letter shall apply. Should it still not be possible to obtain a second offer in the second call for bids, in a Purchase Authorization Report, the decision may be made to apply the Direct Award process if it is considered that there are no other potential suppliers that can reasonably be consulted.

If there are any questions about any aspect of the offers presented, the Requesting Area Leader may request an email with clarifications about the offer from the Interested. Under no circumstances may the dispute solution be used to give or transmit information that puts the Interested to the recipient of clarifications in a position of advantage over the other Interested involved in the bid. The processes of solution of queries with the interested parties will be carried out in such a way that the identity of the others is not revealed to each of the interested parties, unless the Director of the Requesting Area decides otherwise expressly.

#### 5.3 Selection of Supplier and Awarding

- 5.3.1 Evaluation of proposals. Having analyzed the offers received, the Requesting Area Leader shall prepare a Comparative table, taking the Selection Criteria document into consideration. This weighting of offers shall be displayed using the format provided in Appendix 4. Comparative Table. This document will describe the offers received, their characteristics, the evaluation of the different aspects based on the Selection Criteria and the proposed selection based on the approved criteria.
- 5.3.2 Proposals control. The Requesting Area Leader shall deliver the Appendix 4. Comparison Table and the offers received to the Purchasing Controller. The Purchasing Controller shall validate that the information contained in the comparison table matches with the formal offers that have been delivered by the Suppliers.
- 5.3.3 Award proposal. The supplier's selection proposal shall be formulated and justified using Appendix 4. Comparison Table, which must be approved in the Business Unit by the Director of the Requesting Area and the Director/Manager of the Business Unit and, for Corporate purchases, the comparative table must be approved by Director of Requesting Area and the Global Director of the Function. In the case of Purchases with Functional Dependency with the Global Director of the Function.

Purchasing Controller shall validate that the Appendix 4. Comparison Table has all the corresponding approval signatures.

#### 5.4 Signing of Contract

#### 5.4.1 Process Prior to Signing the Contract

Prior to the signing of the Contract, the following processes must be completed, with it being necessary to include proof in the Purchasing File that the following actions were performed:

1. Supplier Certification. In no case shall a contract be signed with a supplier without Supplier Certification obtained in the terms set forth in the norm RHS-



NORM-20 Suppliers Certification, Registration and Assessment Norm. This requirement shall apply even when a supplier that has not been certified was invited to participate in the bidding process and was subsequently selected.

If the winning Supplier does not obtain the Supplier Certification, the Interested rated as second option may be awarded, which must also obtain the Supplier Certification.

- 2. Safety, Anti-corruption, Confidentiality, Personal Data Protection clauses and the Responsible Declaration of Sustainability. Contracts shall contain clauses that comply with the Safety requirements, as defined in the Appendix 12. <u>Safety Clauses</u>, where such contracts so require. The Anti-corruption clause shall be carried out according to the Appendix 7. Anticorruption Clause. The Confidentiality and the Personal Data Protection clauses shall be determined in each case by the Legal Responsible attending the contract particularities.
- 3. **Draft Contract**. The Legal Responsible will validate the draft contract that is shared with the Supplier. In the event that the Supplier has the market capacity to impose its model contracts, the Legal Responsible will inform by email if these circumstances are acceptable.

#### 5.4.2 Contract Signing Process

All Major Purchases must always be formalized through the signing of the corresponding contract. It must be validated by the Legal Responsible of the Business Unit or Corporate. If it is written up by the selected supplier, it must always be reviewed by the referred Legal Responsible prior to signing. The contract shall also stipulate the procedures and deadlines for the issuance of the corresponding invoice.

The maximum ordinary response time for the generation of the contract is: 10 business days after receiving the complete documentation. The Legal Responsible will validate the final document for signature by including the Seal of the Legal Department.

Once the contract has been signed, the Director of Requesting Area should send the original contract to the Legal function for its adequate storage. If it was done with a digital signature a copy should be forward to the Legal function. In both cases, the Legal function will load each contract in the legal Database (Katalis).

## 5.4.3 Processing of the purchase order

Once the Contract has been signed and the supplier has been registered in the ALEATICA System, the Requesting Area Leader shall prepare the Purchase. If the Business Unit does not have SAP could use as reference Appendix 6. Purchase Order or any similar format that had been established for that purpose. The Purchase Order will be released in accordance with the approvals defined in the DAJ-POLI-01 Delegated Authority Policy DAP.



5.5 Delivery of the good, provision of the service and assessment of suppliers The Requesting Area Leader shall give follow-up to the provision of the good or service by the supplier in order to avoid delays or to resolve any situations that may prevent it from being completed in time and form.

The Requesting Area Leader will be responsible for the work, good or service delivery.

Once the supplier has provided the service or supplied the contracted good, it must perform the assessment established in the norm RHS-NORM-20 Suppliers Certification, Registration and Assessment Norm.

#### 5.6 Billing and Payment

When under the Contract in question an invoice is received from the supplier, the following process shall proceed:

- The Requesting Area Leader shall verify the reception and its acceptance of the good or service, signing the corresponding approval of the invoice and supporting the acceptance of it. The Requesting Area Leader will confirm in the corporate system (example: SAP) the entry of the work, good or service and, the liability account will be created.
- The Accounting Department of the Business Unit shall validate that the invoice data (price, quantity purchased, tax requirements) match with the record in the corporate system. If the invoice data does not match with the record in the corporate system, the Requesting Area Leader will be informed for the corresponding adjustment.
- iii. Once the information is complete and correct, the Accounting Department of the Business Unit will generate the account payable and execute the payment after obtaining the authorizations set forth in the DAJ-POLI-01 Delegated Authority Policy DAP. If applicable, the corresponding support documentation shall be sent to the treasury area to proceed with the payment.

#### 5.6.1 Terms and methods of payment

All payment instruments shall be signed by the legal representatives with sufficient powers to do so, in accordance with the current powers structure in place for each Business Unit and based on the provisions of the normative document DAJ-NORM-02 Powers of Attorney Norm.

#### 5.7 Amendments to a contract that has already been signed

When it is advisable or necessary to increase the amount of a contract that has already been signed, the authorizations will be executed based on the amount modified, not considering the total contract amount.

When the contract needs to be modified, it will follow the rules:

If the gross amount of the increase is greater than 2,000,000 Euros the approval will be required in accordance with the provisions of Table 3 of the DAJ-POLI-01 Delegated Authority Policy DAP in the DAP Authorization Format.



If the amount of the increase is equal or less than 2,000,000 Euros, a Purchase Authorization Report (DAP Authorization Format is not required) must be completed with the following approvals:

#### In Corporate:

- Director of Requesting Area
- Global Director of the Function

#### In the Business Unit:

- Director/Manager of the Business Unit
- Regional Director
- Contracts awarded directly may only be extended one time.

#### 5.8 Documentation and File Record

Purchases must be documented, using the Appendix 8. Purchase File as a guide, and the information must be safeguarded by the Purchasing Controller for a minimum term of ten years as of the end of the Contract or Purchase Order, regardless of the fact that this term may have to be extended as a result of application of the local laws or dispute regulations related to that Contract or Purchase Order.

The Purchase File for the Major Purchases Process must contain the following documentation:

- Purchase request
- Selection Criteria
- Supplier Certification
- **Invitation Letter**
- Offers received
- Approved Comparative Table
- DAP Authorization
- Purchase Authorization Report (if applicable)

If any of the mentioned documents are processed electronically in one of ALEATICA's systems, it will not be necessary to have the physical document.

All supporting documentation generated during the purchasing process must be recorded by the Purchasing Controller and shall be stored in the corporate tool established in each country.



#### 6. MINOR PURCHASES PROCESS

The Minor Purchases Process for making a Purchase consists of the following stages:

- 6.1 Purchase Request and Selection Criteria.
- 6.2 Search for Suppliers.
- 6.3 Selection of Supplier and Awarding.
- 6.4 Signing of Contract/Purchase Order.
- 6.5 Delivery of the good, provision of the service and assessment of suppliers.
- 6.6 Billing and Payment.
- 6.7 Amendments to a Contract that has Already Been Signed.
- 6.8 Documentation and File Record.

The Minor Purchases Process shall be subject to the standards of the Major Purchases Process, with the following exceptions:

## 6.1 Purchase Request and Selection Criteria

It shall not be necessary to prepare a Selection Criteria document.

#### 6.2 Search for Suppliers

Aligned with the Principle of Concurrence, as a first option 3 offers for Minor Purchases should be considered.

The Invitation Letter will not be necessary if the Director of Requesting Area decide it, but there should be a formal petition to record that the good or services had been requested, as well as the main specifications, as an example, an email that shows the petition or summarizing the verbally explained request for offers.

If necessary, proceed by means of Direct Award:

 For Purchases less than 12,000 Euros or the equivalent in local currency, it can go to the Direct Award without having to formalize a Purchase Authorization Report. However, a supplier may not accumulate for a Requested Area in the calendar year more than three direct awards without Purchase Authorization Report, for the same item for having each of them an amount less than 12,000 Euros. If a fourth purchase with the same characteristics is presented, it will be necessary to request 3 proposals from different suppliers or proceed to the Direct Award by completing the corresponding Purchase Authorization Report. The above cannot be used to separate the object of a purchase into parts. If there is a Framework Contract, a comparative table or Purchase Authorization Report by each purchase will not be necessary due to this type of contract allows successive orders to be placed.

Exceptions or deviations to this point must be approved by the Global Director of Processes and Continuous Improvement.

For purchases equal to or greater than 12.000 Euros and less than 100.000 Euros or the equivalent in local currency, the Purchase Authorization Report will be required.



When the contracting of a supplier must be carried out in a Business Unit due to a purchase decision of a Global Corporate Function. The Global Director of the Function must send an email to the Lead of the Function in the Business Unit, certifying that the selection of the supplier has been made and identifying it. The Business Unit will not have to process an additional Purchase Authorization Report.

#### 6.3 Selection of Supplier and Awarding

The Comparison Table, in the event that several offers have been obtained, shall be made in accordance Appendix 4. Comparative Table and must be sign in the business unit or in Corporate function by the Director of Requesting Area. In the case that is a Purchase with Functional Dependency, the Global Director of the Function will also sign.

For Minor Purchases, if there are 2 or more offers it will be necessary to prepare Appendix 4. Comparative Table.

#### 6.4 Signing of Contract/Purchase Order

If the purchase is less than 12.000 euros, it can be formalized through Appendix 6. Purchase Order. If the Business Unit has a system that makes it possible to document the Purchase Order electronically with the required specifications, it shall not be necessary to use the physical document provided in Appendix 6. Purchase Order. If the amount is equal to or in excess of 12.000 euros, it must always be formalized through a corresponding contract that has been reviewed and validated by the Legal Responsible.

For recurring Minor Purchases (more than 6 events per year) that accumulate 12,000 Euros or more in a year, a Framework Agreement must be processed. If it is not possible to carry out the Framework Agreement, the Global Director of the Corporate Function o the Regional Director in the Business Units may authorize the purchase without contract up to a maximum of 50,000 Euros per year.

6.5 Delivery of the good, provision of the service and assessment of suppliers This process shall be performed in accordance with section 5.5 Delivery of the good, provision of the service and assessment of suppliers.

#### 6.6 Billing and Payment

This process shall be performed in accordance with section 5.6 Billing and Payment.

#### 6.7 Amendments to a Contract that Has Already Been Signed

This process shall be performed in accordance with section 5.7 Amendments to a Contract that has Already Been Signed.

#### 6.8 Documentation and File Record

This process shall be performed in accordance with section 5.8 Documentation and File Record.



#### 7. EMERGENCY PURCHASES PROCESS

The Emergency Purchases Process consists of the following stages:

- 7.1 Purchase Request.
- 7.2 Search and Selection of the Supplier.
- 7.3 Signing of Contract/Purchase Order.
- 7.4 Delivery of the good, provision of the service and assessment of suppliers.
- 7.5 Billing and Payment.
- 7.6 Documentation and File Record.

## 7.1 Purchase Request

It shall not be necessary to prepare a Purchase Request or a Selection Criteria document.

The decision to apply the Emergency Purchase will be made by signing the Purchase Authorization Report justifying the Emergency Purchase. The Emergency Purchase will be decided and, therefore, the Purchase Authorization Report will be signed by:

- For Emergency Purchases up to Euros 100,000 or the local currency equivalent, the decision will be made, in the Business Unit by the Director/Manager of the Business Unit and, in corporate by the Director of the Requesting Area. Also, for Purchases with Functional Dependency the Global Director of the Function must be sign.
- For Emergency Purchases greater than 100,000 Euros or the local currency equivalent, the decision will be made by the Directors described in the previous point and additionally by the Regional Director in the Business Unit and, in corporate by the Global Director of the Function.

Exceptional and justifiably, the Purchase Authorization Report describing these decisions may be signed a posteriori and procurement may be initiated without the need for it.

#### 7.2 Search and Selection of the Supplier

Emergency Purchase will be attempted with suppliers with Supplier Certification. If this is not possible, the Purchase will be made directly and it will be subsequently approved. In the event that the new supplier does not have the requirements for its Supplier Certification, it will not be integrated into the Supplier Registry.

It will be the responsibility of the Director of Requesting Area to carry out the search and selection of the supplier, as well as proceed to negotiate with it the terms of their intervention.

The Invitation Letter will not be required.



#### 7.3 Signing of Contract or Purchase Order

As an Emergency Purchase, and if the circumstances of haste do not allow to wait for the signing of the contract, the provision of the service, execution of the work or acquisition of the good may be verbally required. However, the Director of Requesting Area shall, as soon as possible, proceed to the conclusion of the corresponding written contract or purchase order, considering the purchase amount.

7.4 Delivery of the good, provision of the service and assessment of suppliers This process shall be performed in accordance with section 5.5 Delivery of the good, provision of the service and assessment of suppliers.

#### 7.5 Billing and Payment

This process shall be performed in accordance with section 5.6 Billing and Payment.

#### 7.6 Documentation and File Record

This process shall be performed in accordance with section 5.8 Documentation and File Record.

## 8. PURCHASES WITH VIRTUAL CREDIT CARD

The provisions of this point will be without prejudice to the least that all purchases must comply with the mentioned guidelines for Major, Minor or Emergency purchases.

Virtual Credit Card refers to the Corporate Credit Card that is controlled by the Finance Function of the Business Unit or Corporate.

In the event that the purchase or acquisition cannot be paid by check or bank transfer and must be carried out through payment by virtual credit card (managed by the Treasury area), the following provisions must be followed:

#### For purchases with a virtual credit card less than 5,000 Euros:

The Requesting Area Leader must request for approval through Appendix 13. Purchase with Credit Card:

#### In Corporate:

- 1. Global Director of the Function
- 2. Global Director of Administration and Control

#### In the Business Unit:

- 1. Director/Manager of the Business Unit
- 2. Global Director of Administration and Control

The Requesting Area Leader must carry out the Supplier Certification process with the following documents:

Tax Registry



- Appendix 13. Purchase with Credit Card approved
- Supplier Certification.

The Purchasing Controller will upload this information to the Fullstep tool and the Requesting Area Leader will deliver Appendix 13. Purchase with Credit Card to the Treasury area to continue with the payment process.

#### For purchases with a virtual credit card equal or greater than 5,000 Euros:

Requesting Area Leader must apply for approval through Appendix 13. Purchase with Credit Card:

#### In Corporate:

- 1. Global Director of Function
- Global Director of Administration and Control
- 3. CFO Global

#### In the Business Unit:

- 1. Director/Manager of the Business Unit
- 2. Global Director of Administration and Control
- 3. Regional Director

The Requesting Area Leader must carry out the Supplier Certification process with the following documents:

- Third Party Compliance Due Diligence
- Tax Registration
- Appendix 13. Purchase with Credit Card approved
- Supplier Certification

The Purchasing Controller will upload this information to the Fullstep tool and the Requesting Area Leader will deliver Appendix 13. Purchase with Credit Card to the Treasury area to continue with the payment process.

If the purchase is greater than or equal to 12,000 Euros, it must always be formalized through the corresponding contract reviewed and validated by the Legal Responsible.

The use of Corporate Cards (granted to employees) for purchases of goods, works or services is prohibited.

#### 9. INTERCOMPANY PURCHASES

If during the Supplier Selection process, a company of ALEATICA Group is selected, the transaction must be formalized as follows:

For Mexico: when one of the contracting parties is a Mexican Company, it must be carried out through the Corporate Practices Committee, where it will be formalized in the corresponding format. It will not be necessary to make a Motivated Report or DAP Authorization.



RHS-NORM-14

For the rest of the countries: it must be carried out through the corresponding DAP Authorization. A Purchase Authorization Report will not be necessary.

#### 10.APPENDIXES

The appendixes can be consulted on the ALEATICA Intranet.

Appendix 1. Purchase Authorization Report

Appendix 2. Purchase Request

Appendix 3. Selection Criteria

Appendix 4. Comparative Table

Appendix 5. DAP Authorization

Appendix 6. Purchase Order

Appendix 7. Antibribery Clause

Appendix 8. Purchase File

Appendix 9. List of Directors of Requesting Area and Purchasing Controller

Appendix 10. List of Purchases with Functional Dependency

Appendix 11. Safety Questionnaire

Appendix 12. Safety Clauses

Appendix 13. Purchase with Credit Card

Appendix 14. Exchange Equivalence



# Appendix 1. Purchase Authorization Report

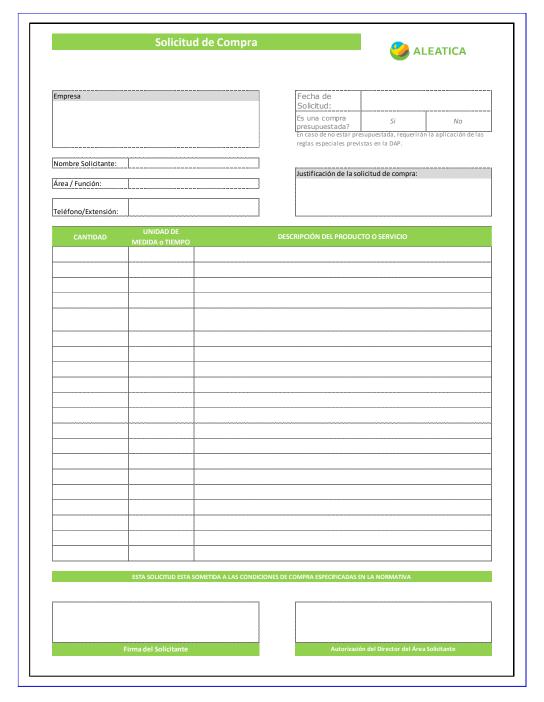


ALEATICA		MOTIVADO	
Encargado del Área Solicitante			Fecha:
Área			
Unidad de Negocio			
Monto \$			
Centro de Costo			
Tipo de	Excepción	Marcar	Descripción de la Compra
Compras de Emerge	ncia		
Adjudicación directa			
Incremento (modific un contrato ya firma	ación) del importe de	<u> </u>	
	JUSTIFICACIÓN	DE LA EXCEPCI	(ÓN
Autorizaciones para C	Compras en Unidades de	: Negocio	
Encargado del Área	Nombre:		Firma:
Solicitante	Fecha:		
Director/Gerente de la	Nombre:		Firma
Unidad de Negocio	Fecha:		
Director Regional	Nombre:		Firma:
(Compra Mayor)	Fecha:		
4.4.5			
Encargado del Área	Compras en Corporativo Nombre:		Firma:
Solicitante	Fecha:		rima:
Director del Área	Nombre:		Firma:
Solicitante	Nombre.		Filling.
	Fecha:		
Director Global de la	Nombre:		Firma:
Función (Compra Mayor)	Fecha:		
(Compra Mayor) Compra con Depender			
Director Global de la Función	Nombre:		Firma:



# Appendix 2. Purchase Request







## Appendix 3. Selection Criteria







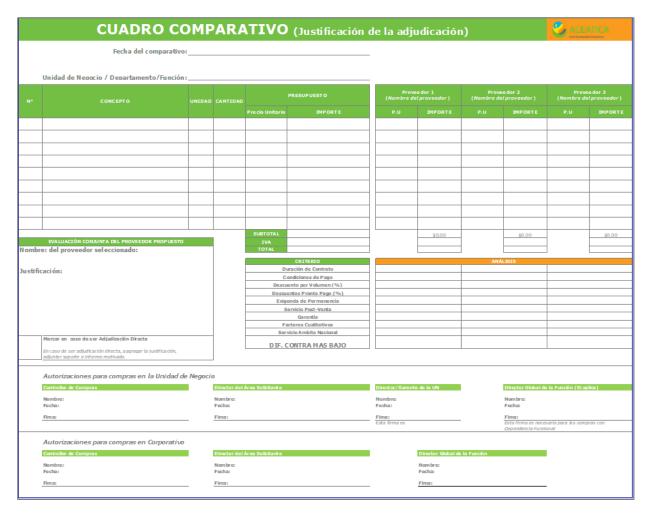
## Appendix 4. Comparative Table





Comparativo

Cuadro Comparativo Inglés





## Appendix 5. DAP Authorization



## Autorización DAP

<b>ALEAT</b>	ICA	AUTORIZ	FORMATO PARA SOLICI' ACION DELEGATED AUTO DAP				
	Completar s	l según proced	a:				
Para:	[Funcional:	[Concesiones: Director / Gerente de la Concesión] [Funcional: Director Global de la Función] [Litigios: Responsable Jurídico]					
	Completar s	según proced	a:				
C.C:	[Funcional:		Gerente de la Concesión] al de la Función] rídico]				
Asunto:	Solicitud de litigio, pode		para: Completar según pro	ceda [contrato			
Descripción de la Solicitud de Autorización	autorizado, por Importe: [indicación del Presupuesto: [indicación de : Explicación: [añadir la expliobjeto de auto. Plazo: [Indicar que la emitir la autoriesencial] Declaración de	r ejemplo, firma. importe a que s si el gasto a rea. icación sucinta p rización y el mai petición se pide ización cuando la		cesión] cción a autorizar] esto] e entender el acto p] n el que se debe rse en un término			
	este contrato r con el resultad	no ha sido dividio	dquisición de bienes, servicios u ol la en diversos contratos sucesivos gimen de contratación.				
Director del Área	Nombre:		Firma:				
Solicitante	Fecha:						
	Nombre:		Firma:				
Autorización según DAP	Fecha: Nombre:		Firma:				
	Fecha: Nombre:		Firma:				
	Fecha:						



## Appendix 6. Purchase Order



	Orden	de Compra		AL	EATICA
			Norma:		
Empresa			Formato:		
			Hoja:	1 de	e 1
			Fecha:		
Nombre Solicitante:			Justificación:		
Ubicación Física:		***************************************	Moneda		
Teléfono/Extensión:			Condiciones de Pago		
No.Solicitud:			Proveedor		
ID PRODUCTO	UNIDAD DE MEDIDA	CANTIDAD	DESCRIPCIÓN DE PRODUCTO O SERVICIO	Costo unitario	Total
······					
				***************************************	
<u></u>					
				Subtotal	
				IVA	
		***************************************		Total	
ESTA I	REQUISICIÓN ESTA SC	METIDA A LAS CON	DICIONES DE COMPRA ESPECIFICA	DAS EN LA NORMATI\	VA.
	CIÓN Nombre, Fecha			COMPRAS Nombre, F	



## Appendix 7. Anti-Corruption Clause





Clausula Anticorrupción **Anticorruption Clause** 

#### CLÁUSULAS ANTICORRUPCIÓN ALEATICA



Debida Diligencia de Compliance

#### CLÁUSULAS ANTICORRUPCIÓN

- 1. [el "Cliente/Contratista/Proveedor/Socio"], declara que a la fecha de la presente declaración no ha infringido ninguna de las obligaciones contenidas en la normativa nacional o internacional anticorrupción. La veracidad de esta declaración del [Cliente/Contratista/Proveedor/Socio] es esencial para que ALEATICA preste su consentimiento para la celebración de este contrato, de forma que su inexactitud es causa expresa de resolución de este contrato.
- 2. [el "Cliente/Contratista/Proveedor/Socio"] sabe que para ALEATICA es esencial relacionarse con [Cliente/Contratista/Proveedor/Socio] que cumplan con los mejores principios éticos. A estos efectos, [el Cliente/Contratista/Proveedor/Socio] conoce el Código Ético de ALEATICA, que se encuentra disponible en el siguiente link: Código Ético y su Política Anticorrupción.
- [el "Cliente/Contratista/Proveedor/Socio"] se obliga al cumplimiento de los máximos estándares éticos y de cumplimiento de la legislación vigente. Por esta razón, por el presente contrato [el Cliente/Contratista/Proveedor/Socio], sus directores y empleados quedan obligados a:
  - a. No ofrecer, autorizar, prometer, entregar o facilitar la realización de ningún pago indebido a un funcionario público. Las mismas prohibiciones se aplicarán respecto de directores o empleados de empresas privadas. A los efectos anteriores, se entiende pago indebido aquel que sea contrario a la ética o a las normas anticorrupción.
  - No ser parte activa o pasiva en cualquier acto de corrupción, soborno o tráfico de influencias.
  - c. No realizar pagos de facilitación, entregas de regalos, atenciones o invitaciones que tengan por destinatario a un funcionario público.
  - d. observar la legislación aplicable en materia de regalos, atenciones o invitaciones que tengan por destinatario a un funcionario.
  - a comunicar cualquier situación de conflicto de interés inicial (y no previamente comunicada) o sobrevenida.
  - mantener al día sus libros y registros contables, cumpliendo con las obligaciones pertinentes sobre su llevanza y auditoría.
- 4. [el "Cliente/Contratista/Proveedor/Socio"] se obliga a exigir por escrito el cumplimiento de todas las obligaciones previstas en el punto anterior a sus subcontratistas, agentes o cualquier otro tercero que esté sujeto a su control y que participe en la ejecución del contrato con ALEATICA. [El "Cliente/Contratista/Proveedor/Socio"] estará obligado a facilitar una copia de estos escritos firmados por subcontratistas o agentes, cuando ALEATICA lo solicite.
- 5. [el "Cliente/Contratista/Proveedor/Socio"] se compromete a colaborar de buena fe con ALEATICA en cualquier investigación llevada a cabo por esta última y sus auditores, abogados y representantes, en caso de que se produzca alguna violación de la normativa nacional o internacional en materia de prohibición de la corrupción.
- [el "Cliente/Contratista/Proveedor/Socio"] se obliga a notificar a ALEATICA cualquier hecho que se produzca durante la vida del contrato y que pueda

1.



# Appendix 8. Purchase File



ALEATICA	Expe	diente de C	ompra- <u>Checklist</u>
DA	TOS GENERALES	DE LA COMP	PRA
Solicitante de la Compra			Fecha:
Departamento/ Función			
Unidad de			
Negocio/Sociedad			
Tipo de Compra (Marque con X)	:		
Compra de Emergencia	Compra Ma	yor	Compra Menor
Justificación de la Nece	esidad de Compra		
Checklist: por favor asegúrese	de contar con la inforr	nación correspo	ndiente o justificar su ausencia.
Marque Docun ✓, N/A	nento	Comen	tarios / Justificación
	Emerger		de compra (Mayor, menor o
Solicitud de Compr certificación presup			
Criterios de Valorac			
Certificado de Hom			
Carta de Invitación			
Ofertas recibidas (i aclaraciones, de ex			
Cuadro Comparativ	n anrohado		
Autorización DAP	о аргорацо		
Informe Motivado (	Si aplica)		



Appendix 9. List of Directors of Requesting Area and Purchasing Controller

País	Unidad de Negocio	Función	Director/Gerente de la UUNN ó Director Global de la Función	Director de Área Solicitante	Controller de Compras
Chile	CANOPSA	CANOPSA	Juan Facuse	Finanzas: Claudia Mendoza Administración: Rolando Ossandon Jurídico: Rodrigo Jensen Operaciones: Elvis Granzotti Técnico: Alan Romero	Andrea Araya
Chile	Puente Industrial	Puente Industrial	Juan Facuse	Finanzas: Claudia Mendoza Administración: Rolando Ossandón Jurídico: Rodrigo Jensen Operaciones: Wladimir Morales Técnico: Ignacio Bernad	Alvaro Manriquez
Chile	ALEATICA CHILE	ALEATICA CHILE	Carlos Garcia- Faure	Finanzas y Estudios: Claudia Mendoza Administración: Rolando Ossandón Jurídico: Rodrigo Jensen Técnico: Ignacio Batlle	Andrea Araya
Colombia	ARM	ARM	Alejandro Niño	Administración: Gustavo Chaverra Construcción: Javier Seara Jurídico: Hernán Santana Operaciones: Julián Arbelaez Planifi y Finanzas: Natalia Zuluaga Sostenibilidad: Keren Muriel	Brian Steven Guaidia
España	Euroglosa M45	Euroglosa M45	Javier Rodriguez Igartua	Admon y Finanzas: Javier Roa Jurídico: Álvaro Serrano Operaciones: Alfonso Diaz Técnico: Pablo Romero.	Arancha Martín García
España	Puerto Alicante	Puerto Alicante	Jesús Aznar	Admon y Finanzas: Carlos Lázaro Operaciones: Gonzalo Baciero	Antoni Mira Giner
España	Puerto Tenerife	Puerto Tenerife	Jose Ignacio Uriarte Lecue	Admon y Finanzas: Miguel Lerma Operaciones/Técnico: Diego Sanchez	Ignacio Izarra
Italia	Brebemi	Brebemi	Matteo Milanesi	Admin & Finance: Alberto Algisi Legal: Antonio Comes Technical & Operations A35: Giuseppe Mastroviti Operations (Argentea): Stefano Pedrini	Ramona Medeghini
México	AT-AT	AT-AT	Salvador Lara	Admon y Finanzas: Alejo Frias Técnico/Construcción: Marco Montané Jurídico: Pablo Olhovich y Erik Alexander Bernáldez Ambiental: Daniel Tonatiuh Aseguramiento de Calidad/Seguridad/Sostenibilidad: Daniel Bautista	Guadalupe Hams
México	AUNORTE- VB- Conservación MM	AUNORTE-VB- Conservación MM	Yunuen López	Admon y Finanzas VB: Cesar Algarín Admon y Finanzas AUN: Mario Casillas Técnica/Operación: Peter Pfenninger Jurídico: Daniel Chávez	AUN: Leticia García VB: Mario Delgadillo CMM: Antonio Rodriguez
México	CONMEX	CONMEX	Javier Cuesta	Admon y Finanzas: Orión Madrigal Jurídico: Gustavo López Operaciones: Javier Castro Técnico: Miguel García	Adriana López



México	GANA	GANA	GANA: Luis M. Canal CAPSA: Luis M. Canal	Operaciones: Hugo Rodriguez Conservación: Eduardo Ortíz Jurídico: Román Vasquez RRHH: María Hernandez Calidad/Safety: Griselda Rodríguez Atención Usuar/ Sotenib: Mayra Muñoz Auditoría y Estadística: David Lugo TI: Eddy Cabrera Econ Admvo: Victor Cabrera Técnico: Andrés Hernandez (Interinato)	Luis Arturo Gonzalez
México	Televía	Televía	Rodrigo Bernal	Admon/Finanzas/Jurídico: Victor Besil Mercadotecnia: Danae Ybarra Sistemas: Javier Fernández Comercial: Alejandro Guerra Marketing/Sostenibilidad: Danaé Ybarra Operaciones: Armando Quiroz Atención Clientes: Heidy Gonzalez Safety/Calidad: César Cortés RRHH: Ana Lilia Casasola	Abraham Rendon
Perú	Aunorte	Aunorte	Rafael Moya	Contabilidad y Finanzas: Gemma de Lama Jurídico: Giuliana Huambacho Operaciones: Antonio Reyes Técnico: Aldo Coha	Rodrigo Vasquez
Corporativo	Corporativo	Administración y Control	Gabriel Nuñez	Rafael Villafañez	Sara Muñoz
Corporativo	Corporativo	Aleatica Labs	Angel Montes O´Connor	España: Luis Chacón México: Joel Ruiz	Sara Muñoz
Corporativo	Corporativo	Auditoría Interna	Jesús Pinelo	España / Sudamérica: Daniel Herranz México: Luis Fernando Villa	Sara Muñoz
Corporativo	Corporativo	Compliance	Marco Padilla	Sofía Lázaro	Sara Muñoz
Corporativo	Corporativo	Comunicación	Bosco Marti	Itzel Meyenberg	Sara Muñoz
Corporativo	Corporativo	Desarrollo y Apoyo al Negocio	Roberto Hombrados	Roberto Hombrados	Sara Muñoz
Corporativo	Corporativo	Financiación	Gabriel Nuñez	Pablo Ybañez	Sara Muñoz
Corporativo	Corporativo	Jurídica	Pablo Olivera	España: Cristina Santos Alvaro Serrano Pablo Castresana Sara Saceda  México: Amira del Olmo	Sara Muñoz
Corporativo	Corporativo	Técnica	Diego de Lapuerta	Fernando Sotos	Sara Muñoz
Corporativo	Corporativo	Operaciones	Diego de Lapuerta	Ignacio Pérez	Sara Muñoz
Corporativo	Corporativo	Planeación Financiera	Gabriel Nuñez	Jose Luis Muñoz	Sara Muñoz
Corporativo	Corporativo	Planificación y	Rafael Moreno	Rafael Moreno	Sara Muñoz



Corporativo	Corporativo	Procesos y Mejora Continua	Rafael Moreno	David Gómez Roy	Sara Muñoz
Corporativo	Corporativo	Recursos Humanos	Lilia Hernandez	Talento y Formación: Alejandra Hernandez Relaciones Laborales: Javier Revilla Servicios Generales: Marko Mejía Compensaciones: Jessica Esnarriaga Servicios Compartidos: Marcos Campos	Sara Muñoz
Corporativo	Corporativo	Riesgos	Marco Padilla	Ramón Kuri	Sara Muñoz
Corporativo	Corporativo	Safety	Diego de Lapuerta	Rubén Aranda	Sara Muñoz
Corporativo	Corporativo	Seguridad Física y Patrimonial	Antonio Lorenzo	Carlos Gonzalez	Sara Muñoz
Corporativo	Corporativo	Sostenibilidad y Atención al Usuario	Vanessa Silveyra	Vanessa Silveyra	Sara Muñoz
Corporativo	Corporativo	Tesorería y Seguros	Gabriel Nuñez	Antonio Cabello	Sara Muñoz
Corporativo	Corporativo	TI Corporativa	Roberto Hombrados	Yesika Baeza	Sara Muñoz
Corporativo	Corporativo	Tráfico	Roberto Hombrados	Alberto de Vicente	Sara Muñoz



# Appendix 10. List of Purchases with Functional Dependency

1.1							
Función / Director Global de la Función	Compra con Dependencia Funcional						
Administración y Control	Servicios de Auditoría Financiera (Ejemplo: Deloitte, KPMG, E&Y, PWC, entre otras)						
Rafael Villafañez							
Aleatica Labs	Plataforma para Business Intelligence para estudios de tráfico (mano de obra: programadores), movilidad, ingresos (proyectos relacionados con Data						
Angel Montes O'Connor	Analytics), servicios de Peaje, telepeaje e ITS, así como mantenimientos asociados.						
Comunicación	Servicios de Agencias de Comunicación Externa: relaciones públicas, manejo de crisis, manejo de medios, comunicación estratégica, vocería.						
Bosco Marti Jurídico							
Pablo Olivera	Servicios Jurídicos por importe superior a 50.000 Euros o el equivalente en moneda local.						
1 0010 0110010	Compras mayores a 60.000 Euros de los siguientes servicios (no materiales):						
Operaciones y Mantenimiento	<ul><li>i. Servicio de traslado de valores.</li><li>ii. Servicio de recaudación.</li><li>iii. Servicio de conservación rutinaria.</li></ul>						
Ignacio Pérez	<ul> <li>iv. Servicio de auxilio vial.</li> <li>v. Servicio de Mejora Operativa: Estudios orientados a la proyección de niveles de servicio operativos o soluciones para la mejora de la movilidad.</li> </ul>						
Planificación Financiera	Proyectos que requieran:  i. Financiamiento y Refinanciamiento.  ii. Escenarios y Modelos financieros.  iii. Reequilibrio de concesión  iv. Planes de Negocio o planes financieros						
José Luis Muñoz	Para los Proyectos en Latinoamérica y Europa contactar a Pablo Ybañez y, para los Proyectos en México contactar a Jose Luis Muñoz.						
Recursos Humanos Lilia Hernández	i. Proveedores de desarrollo ejecutivo (Ejemplo: Coach ejecutivo, liderazgo, maestrías) y capacitación de programas institucionales orientados a promover la cultura organizacional, pilares y las Competencias ALEATICA para el Desarrollo del negocio.  ii. Proveedores de Nómina  iii. Proveedores de Sistemas de Recursos Humanos  iv. Proveedores de prestaciones y beneficios para empleados (Aplica solo para México).  v. Consultores de compensaciones y de Recursos Humanos.  vi. Servicios de outplacement (Aplica solo para México).						
Safety	<ul> <li>i. Contrato marco para adquirir equipos de Protección Personal para compras mayores a 25K euros.</li> <li>ii. Asesorías relacionadas con Safety.</li> <li>iii. Proveedores de servicio de auditoría interna y externa.</li> <li>iv. Proveedores que vayan a realizar estudios de accidentalidad vial o de la vía para compras mayores a 25K euros.</li> <li>v. Equipos absorbedores de impacto móviles y fijos (Seguridad Vial)</li> </ul>						
Rubén Aranda	Sarvicio Médico						
Kuveli Aranda	<ul> <li>Servicio Médico: <ol> <li>Contratación de laboratorios clínicos para prevención de salud en el trabajo.</li> <li>Contratación de Servicio Médico Externo con entidad privada (tercerización-outsourcing).</li> <li>Contrato marco para adquirir paquetes de instrumentos médicos, insumos, instrumental y/o aparatos diagnósticos para compras mayores a 25K euros.</li> </ol> </li> </ul>						
Seguridad Física y							
Patrimonial	Contratación de Empresas de Vigilancia y Seguridad de la Unidad de Negocio.						
Antonio Lorenzo							



Sostenibilidad y Servicio al Usuario Vanessa Silveyra	Contratación del Proveedor del Análisis de Materialidad y contratación de los proveedores para la implementación de proyectos que atenderán los temas más materiales (cuadrante superior derecho de la Matriz de Materialidad).
Técnica Fernando Sotos	En Enero de cada año, la Dirección Técnica Global convocará una reunión con los Responsables Técnicos y con el Controller de Compras de cada Unidad de Negocio, con la finalidad de definir los proyectos con Dependencia Funcional aplicables para el año.  Adicionalmente, a lo largo del año y de mutuo acuerdo entre el Director Global de la Función y el Director/Gerente de la Unidad de Negocio se podrán incorporar algunas compras no consideradas inicialmente en el presupuesto anual (Ejemplo: No presupuestadas o Extensiones en los proyectos).
TI Corporativa Germán Rivera	<ul> <li>i. Sistemas informáticos en general, incluidos SaaS y servicios en la nube (cloud)</li> <li>ii. Infraestructura Corporativa física (por localizar en centros de datos) y virtual (Nube / Cloud).</li> <li>iii. Licenciamiento de Software.</li> <li>iv. Aplicativos Corporativos</li> <li>v. Monitores, equipos de cómputo y servicios de impresión o multifuncionales.</li> </ul>
Tráfico  Alberto de Vicente	Asesorías para el análisis y proyecciones de tráfico que impacte los tráficos e ingresos en los modelos financieros de la Unidad de Negocio.



## Appendix 11. Safety Questionnaire

## **Safety Questionnaire**

For a preliminary check of your Safety performance within your company, it is required to indicate if you meet any of the requirements marked in this questionnaire. Do you have at least 1 of these Safety requirements (mark with an X)?

45001 certificate or security management system accreditation	Yes ¿Is it attached? Yes No	No
Company Health and Safety Policy	Yes ¿Is it attached? Yes No	No
Organization chart of safety and health structure	Yes ¿Is it attached? Yes No	No
Letters of recommendation, to corroborate your actions in security	Yes ¿Is it attached? Yes No	No

In case of not having any of the documentation described above, if your services provided will be carried out partially or totally in the road / field, you will be required a Preliminary Health and Safety Plan on the works that are going to be tendered.

The Preliminary Security Plan\* must have the following scheme:

- Object of the work.
- Preliminary: Safety structure to be implemented.
- Preliminary: Preliminary hazard identification and risk assessment matrices.
- -Preliminary: Preliminary work procedures that contemplate safe work sub-procedures or Safety sections in the works described in the procedures.
- -Preliminary: Health Section (How they will manage the Occupational Health of their collaborators).
- -Preliminary: Emergency identification section and emergency plan.
- \*If your company is selected, the requirements of the Security Plan will be extended to greater detail.

Note: This questionnaire will be applicable for Major Purchases.



# Appendix 12. Safety Clauses

Type of Contract	Safety Clause + Safety Appendix (If any)	COVID Clause		
Consultancies or Cabinet Engineering	Supplier Safety	General COVID		
Consultancies or Engineering with specific field work	Safety minor maintenance and operation	General COVID		
Consultancies or Engineering with 100% field work	Safety minor maintenance and operation	General COVID		
Suppliers' delivery or withdrawal of inputs	Supplier Safety	General COVID		
Operation	Safety minor maintenance and operation	General COVID		
Minor Maintenance or Conservation	Safety minor maintenance and operation	General COVID		
Major Maintenance	Safety major maintenance	General COVID		
Framework Agreements for major maintenance	Safety major maintenance – Framework Agreements	General COVID		
Construction o Greenfield	Safety Greenfields	Greenfields COVID		



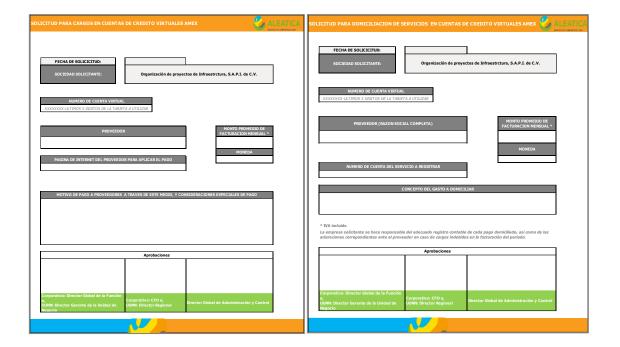
## Appendix 13. Purchase with Credit Card





Cmpra con Tarjeta de Crédito

Domiciliación





# Appendix 14. Exchange Equivalence

Мо	nto en Euros	Со	lombia (\$COP)	(	Chile (\$CLP)	Mé	xico (\$MXN)	Pe	rú (S/PEN)	Dól	ares (US\$)
€	5,000.00	\$	25,000,000	\$	4,500,000	\$	100,000	S/	20,000	\$	5,500
€	12,000.00	\$	60,000,000	\$	10,500,000	\$	250,000	S/	50,000	\$	13,000
€	25,000.00	\$	125,000,000	\$	22,000,000	\$	500,000	S/	100,000	\$	27,000
€	50,000.00	\$	250,000,000	\$	43,000,000	\$	950,000	S/	202,000	\$	55,000
€	60,000.00	\$	300,000,000	\$	52,000,000	\$	1,100,000	S/	250,000	\$	66,000
€	100,000.00	\$	500,000,000	\$	87,000,000	\$	2,000,000	S/	405,000	\$	110,000
€	500,000.00	\$	2,500,000,000	\$	440,000,000	\$	10,000,000	S/	2,000,000	\$	550,000

