

## **Terms and Conditions Applicable to Purchase/Service Orders**

Unless JPM and the Supplier have a master agreement or specific agreement that is in force with respect to the operations set forth in this Purchase Order, the delivery of goods, products or supplies (hereinafter, the “Products”) or, as the case may be, the rendering of services (hereinafter, the “Services”) subject matter of this Purchase Order, shall be subject to the following Terms and Conditions. The words “Products” and “Services” shall be referred to jointly herein as the “Deliverables”. The Supplier, through the acknowledgement of receipt of this Purchase Order, either by electronic means or by any other means, indicating acceptance, hereby agrees to be subject to the following Terms and Conditions. For purposes of these terms of the Purchase Order, “JPM” includes the following legal entities JPMorgan Chase Bank and JPMorgan Banco de Inversion, as the case may be.

**1. Invoicing.** The Supplier shall issue the invoice corresponding to this Purchase Order once the Products and/or Services subject matter of the same, should have been delivered or rendered, as appropriate, according to the specifications listed in this Purchase Order. All the invoices must contain the number of Purchase Order, as well as a detailed description of the Products and/or Services subject matter of the same, and must meet all the other requirements provided for in the Decree law No. 25632 and its regulations (Superintendence Resolution 018-97 / SUNAT) and other applicable legal provisions.

Furthermore, all invoices must comply with the requirements set forth in Decree Law No. 25632 and its regulations (Superintendence Resolution 018-97 / SUNAT) or the rules that modify, add or replace the same. In the event that the Supplier should announce any reduction in the price of any Products or Services before such Products should have been delivered or before such Services should have been rendered, the new price shall be automatically applied and invoiced to JPM.

**2. Review and Payment of Invoices.** Invoices must be sent electronically for review and approval to the e-mail [peru\\_facturas@jpmorgan.com](mailto:peru_facturas@jpmorgan.com) from Monday to Friday between 9:00am to 4:00pm. JPM shall pay the invoices within the following thirty (30) calendar days as of the date on which JPM should have received the valid invoice, as set forth in Numeral 1 above, and provided however that the Products and/or Services should have been delivered or rendered, as the case may be, to the entire satisfaction of JPM. JPM shall pay invoices pursuant to the written instructions previously received from the Supplier.

In the event that the Supplier does not handle electronic invoice, printed invoice may be issued for review and approval to JPM facilities at the following address: Miguel Dasso 104 Floor 6, San Isidro. Invoices shall be received from Monday to Friday between 9:00am and 4:00pm.

**2.1 Closing Date.** The deadline for receipt the invoices will be the 20<sup>th</sup> of each month, with the exception of February, July and December, which must be sent in advance and will be notified at least 15 days before the deadline.

**3. Delivery of Products.** Supplier must deliver the Products to JPM at its offices located at Miguel Dasso 104 Floor 8, San Isidro from Monday to Friday between 1pm and 3pm for the use of the elevator or, from Monday to Friday between 9am and 5pm if the products are small, on the delivery dates agreed to between JPM and the Supplier. JPM will not be enforced to receive any goods beyond the aforementioned hours. JPM shall acquire the ownership of the Products as of the time on which the Products should be delivered to or received by JPM.

**4. Shipping and Delivery Expenses.** Except as otherwise agreed to in writing between JPM and the Supplier, all the delivery costs and expenses of the products and services shall be borne exclusively by the Supplier, including, but not limited to, any expenses related to living allowances, transport, packaging, storage and delivery, as well as any other costs regarding the corresponding insurances hired by the Supplier in order to cover any risk related to the Products.

**5. Documentation.** The Products delivered under this Purchase Order shall include any documentation such as operation/user manuals, training material, guidelines and Specifications, either in writing, by electronic means or by any other means (jointly referred to hereinafter as the "Documentation"). JPM shall be entitled to keep, modify, copy or internally distribute the Documentation, provided however, JPM should reproduce the copyright or similar ownership notification of the Supplier as it appears in the Documentation.

**6. Defective Products.** JPM shall be entitled to reject, without any liability for JPM, such Products which should not comply with the specifications set forth in this Purchase Order or with any other specifications agreed to between JPM and the Supplier (such Products, referred to hereinafter as the "Defective Products"), in which case, JPM may require the Supplier to replace or repair the Defective Products within the following ten (10) calendar days as of the date on which JPM should notify the Supplier in writing. All the costs and expenses derived from any replacements or repairs referred to in this Clause 6 shall be borne by the Supplier, who shall reimburse to JPM any payment he should have received for the Defective Products.

**7. Modifications and Cancellations.** The Supplier hereby expressly accepts that JPM may, at any time, through written notice to the Supplier, cancel this Purchase Order. Any changes or cancellations of products and/or services shall be understood as accepted by the Supplier, except whenever the Supplier should submit his disagreement in writing to JPM within the following five (5) business days as of the date on which the cancellation notice should be received by the Supplier. In this case, a new Purchase Order will be enacted. Any cancellation payments or reimbursements to JPM, if any, shall be mutually agreed in a timely manner between JPM and the Supplier and shall be based on the portion of work which should have been satisfactorily carried out up to the date of cancellation, as well as on the necessary expenses derived from such cancellation, and on the corresponding amounts previously paid by JPM. In the case the parties do not agree on the amount of the payments for cancellation or refund within ten (10) business days following the date of express or tacit acceptance of the notification of change or cancellation, it will be in accordance as provided in point 12.

**8. Delays and Breach.** JPM may cancel this Purchase Order, without any liability for JPM, in the event of any delay or breach concerning the delivery of the Products and/or the rendering of the Services by the Supplier. Notwithstanding the aforementioned, the Supplier will be liable for any damage or harm caused to JPM by virtue of such delay or breach.

**9. Indemnification Obligations.** The Supplier is hereby bound to defend, indemnify and hold JPM and its Affiliates, as well as its respective officers, employees, advisors and agents (jointly referred to hereinafter as the "Indemnified Persons"), harmless against any claims, damage and harm, losses, lawsuits, costs and liabilities (jointly referred to hereinafter as the "Losses") that should be caused by, or derived from, the rendering of the Services and/or the supply of the Products subject matter of this Purchase Order or from the breach of any of the obligations of the Supplier pursuant to this Purchase Order, or in case that the Products (including the Documentation), Services or the use of the same, should breach or infringe any patent, industrial right, trademark, industrial secrecy or any other ownership rights; on the understanding that, the Supplier shall not be enforced as provided for in this

clause, whenever the Losses should be attributable to intentional misconduct, bad faith or gross negligence of the Indemnified Persons, having to be accredited by means of a final court decision.

**10. Confidentiality.** The Supplier hereby recognizes and accepts that, related to this Purchase Order, he may have access to certain information which may include, without limitation, documents, operating data, records, files, data bases, formulas, computer programs, models, images, or any other similar instrument, of confidential nature (hereinafter, the "Confidential Information"). The Supplier may not use the Confidential Information except in order to comply with his obligations pursuant to this Purchase Order. The Supplier shall abstain himself from disclosing the Confidential Information to any third party without prior written authorization of JPM. The terms and conditions, as well as the existence of this Purchase Order, shall be kept confidential by the Supplier. The Supplier may not use, in any manner, the name, trademark, or ownership indication of JPM or its Affiliates, including, without limitation, in the customers lists of the Supplier, or in his announcements, press releases, brochures and any other promotional materials.

**11. Assignment; Outsourcing.** Without prior written consent of JPM, the Supplier may not assign, sell or pledge, in favor of any third party, either totally or partially, his rights and obligations derived from this Purchase Order and from the invoices that should be issued with respect to the same. Any assignment contrary to this Clause 11 shall be void. Without prior written consent of JPM, the Supplier may not outsource the supply of the Products or the rendering of the Services referred to in this Purchase Order.

**12. Governing Law; Jurisdiction.** This Purchase Order, as well as the operations provided for in the same, shall be expressly and irrevocably governed by the laws of Peru. In the case of discrepancy in relation to the Purchase Order/Service Order of which these terms and conditions are a part, which cannot be directly resulted by the parties within thirty (30) business days of notification thereof, the parties submit to the jurisdiction of the Judges and Courts of the Cercado of Lima Juridical District and waive any other jurisdiction that may correspond to the same by virtue of their current or future domicile, or for whatever reason.

**13. Warranty.** The Supplier warrants hereby that the Deliverables shall be pursuant to the specifications contained in this Purchase Order, made of good material and manpower, free of any defect and appropriate for the use intended by JPM. Likewise, the Supplier warrants hereby that he will comply with all the local laws and regulations applicable to the Products and/or Services, and the Supplier hereby commits himself to comply with his obligations pursuant to these Terms and Conditions and to any Purchase Order.

**14. Taxes.** The final price on this Purchase Order includes the Value Added Tax, and any other tax that must be transferred to JPM in accordance with current legislation and included on the invoice (whenever applicable). Said Value Added Tax shall be paid by JPM once the corresponding invoice should be issued.

**15. Purchase Order.** The Supplier will not process a repeated numbered purchase order (duplicate order). In case the Supplier receives identical orders (with products identical to another previously received order), The Supplier must review and confirm with JPM prior to processing that there has not been a mistake.

**16. Terms and Conditions.** included in this Purchase Order shall apply in case of any conflict between the terms contained in the respective proposal of the Supplier, quotation or acknowledgement of the Purchase Order.

**17. Code of Conduct.** The Supplier has read and agrees with the code of conduct that JPM makes available to it, which is accessible at the following link:

<https://www.jpmorganchase.com/content/dam/jpmc/jpmorgan-chase-and-co/documents/Supplier-Code-of-Conduct.pdf>