

**H<sub>2</sub>**



**FIRST CALL  
FOR THE FINANCING  
OF GREEN HYDROGEN  
PROJECTS IN CHILE**

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**This is an English courtesy translation of the Spanish original documentation. For all legal purposes, in the event of inconsistency or discrepancy between the present English translation and the original Spanish-language version, the Spanish language version shall prevail.**

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## I. TECHNICAL TERMS AND CONDITIONS

### 1 DEFINITIONS

**Agreement:** convention entered into between Corfo, the Selected Entity and the Recipient Entity, as the case may be, whereby the use that may be made of the Contribution and the obligations of that Selected Entity, among other things, are regulated. The execution of this Agreement is a condition to be met for entitlement to receive the Contribution.

**Contribution(s):** contribution(s) to be given by SQM Salar S.A. to the Selected Entity or Entities or the Recipient Entity or Entities to co-finance the Green Hydrogen Project(s) introduced in this Call, that have passed a Due Diligence process, the maximum amount of which will correspond to USD 30,000,000 (thirty million Dollars).

**Available Contribution:** total maximum contribution to be given by SQM Salar S.A. on this Call, the amount of which corresponds to USD 50,000,000 (fifty million Dollars).

**Terms and Conditions:** legal framework applicable to the rights and obligations both of Corporación de Fomento de la Producción (Chilean Economic Development Agency), and of the Applicants, which shall be mandatorily followed by the participants, in order to respect the legality and transparency, for the selection of the Green Hydrogen Project(s) to be supported out of the Available Contribution.

**CMF:** Financial Market Commission.

**Commissioning:** stage in which the operation of the Project begins, in order to guarantee an efficient and safe start-up. During this stage, the set of functional tests of all systems and components of the Green Hydrogen production plant is carried out, verifying that the design parameters, efficiencies, quality and volumes of the final product are met.

**Assessment Committee:** group of people who will evaluate the admissible Proposals of the Call.

**Follow-up Committee:** a collegiate agency created by Corfo, whose duty will be to evaluate the plans and follow up on compliance of the obligations under the Agreement.

**Call:** call made by Corfo to submit Proposals to develop Green Hydrogen Projects.

**Corfo Council:** a collegiate body charged with the administration and management of the Corporación de Fomento de la Producción, arranged in the manner set forth by Decree with Force of Law No. 211, of 1960, from the Ministry of Finance.

**Corfo or Corporation:** Corporación de Fomento de la Producción in Spanish or Chilean Economic Development Agency.

**Calendar days:** Monday through Sunday, including holidays.

**Days or business days:** it will be understood as those administrative business days, unless otherwise stated. Non-business days will be Saturdays, Sundays and holidays. The time zone for all purposes will that applicable to the Metropolitan Region of Santiago, Chile.

**Dollar(s) (USD):** official currency of the United States of America.

**Due Diligence:** investigation to be carried out by SQM Salar S.A. on the Selected Entity, and the Recipient Entity, as the case may be, prior to the execution of the Agreement.

**Renewable Energy:** that electrical energy generated by non-conventional renewable generation means defined in letter aa) of article 225 of the General Electricity Services Act, and that electrical energy generated by means of generation whose primary energy source is hydraulic energy and whose maximum power is equal to or higher than 20,000 kilowatts.

**Electrolyzer(s):** A system that uses electrical energy to break down water molecules into hydrogen, oxygen, and heat in a process called electrolysis.

**Selected or Selected Entity or Entities:** a domestic or foreign company whose Project Proposal submitted to the Call has been selected by Corfo Council.

**Recipient Entity:** a legal entity that will implement the Project to receive the Contribution, which may be the domestic company whose proposal has been selected; or a stock corporation, a company limited by shares or a limited liability company incorporated in Chile by the Selected Entity, or a corporation of the aforementioned, incorporated in Chile, whose rights or shares are acquired by the Selected Entity within twelve months, or a Chilean affiliate of the Selected Entity.

**EPC:** from the English acronym Engineering, Procurement and Construction, corresponds to a type of contract by which the subcontracted company renders Project engineering, procurement and construction services, ensuring that this be finished as specified and within the agreed timelines.

**Green Hydrogen:** that hydrogen produced from the electrolysis of water, by using Renewable Energy.

**Gray Hydrogen:** corresponds to the hydrogen produced by the steam methane reforming (SMR) process.

**Month:** each of the twelve periods of 28, 29, 30 or 31 calendar days into which a calendar year is divided.

**Nominal power of electrolyzers:** maximum power that an Electrolyzer demands under normal use conditions and corresponds to the technical data on the plate.

**Applicant:** domestic or foreign company that participates in this Call by entering its Project Proposal for the production of Green Hydrogen.

**Proposal:** a set of documents that the Applicant must submit in accordance with the provisions of number 7 of these Terms and Conditions, which outline the different aspects of its Green Hydrogen Project.

**Project or Green Hydrogen Project:** a set of activities and investments that make it possible to have a Green Hydrogen production plant with Electrolyzers in Chile, whose nominal power of electrolyzers is equal to or higher than 10 MW (megawatts) and whose Commissioning is, no later than December 2025.

**RFI (Request for Information):** a call by Corfo to file expressions of interest to develop Green Hydrogen projects and/or its derivatives.

**RFP (Request for Proposals):** a call by Corfo to submit Proposals to the Call named "Financing to Green Hydrogen Projects".

**Transitory Selected:** a foreign company with which the Agreement may be signed, but which must incorporate a new company to execute the Project, within a period of twelve months from the full processing of the resolution approving that Agreement.

**SEA:** Servicio de Evaluación Ambiental in spanish, Environmental Impact Assessment Service.

**SEIA:** Sistema de Evaluación de Impacto Ambiental in spanish, Environmental Impact Assessment System.

**Subcontractor:** a legal entity that the Applicant may contract for the execution of the design, EPC, operation and/or maintenance of the Green Hydrogen production plant, contributing its capabilities and technical experience to the Proposal.

**Unidad de Fomento (UF) Value:** adjustability index, calculated and authorized by the Central Bank of Chile, according to the powers vested in it by No. 9, article 35 of the Organizational Act No. 18,840, of the Central Bank of Chile, and which is published by it in the Official Gazette.

## 2 GENERAL BACKGROUND

### 2.1 Introduction

Chile, at the G20 summit, held in June 2019, committed itself to climate action in a decisive and ambitious way, and announced its goal to be carbon neutral by 2050, being the only developing country to do so and one of the few in the world to begin to process a Framework Law on Climate Change. During 2020, the country updated its Nationally Determined Contribution, increasing its ambition in all components. The attainment of both goals will require transformative actions in the society and economy of the country.

Production and use of energy are at the heart of this challenge. The way in which energy is produced and consumed in the world must undergo radical changes. Three quarters of the planet's greenhouse gas emissions correspond to this sector, mainly produced by the use of fossil fuels. In Chile, a route to energy efficiency and electrification has already been launched using renewable energy. However, it is necessary to develop complementary solutions to decarbonize sectors and applications in which direct electricity or other solutions are not cost-effective, reliable, accessible or feasible.

Hydrogen is the most abundant element in the universe, and it is considered the missing link that will allow renewable energies to contribute to decarbonize the transport sector as well as the industrial sector. The International Energy Agency (hereinafter IEA) has estimated that Green Hydrogen will be produced in Chile at costs of less than 1.5 USD/kg. The impacts of climate change require us to reach the cost goal given by the IEA and we will be able to do so with a firm footing on the solar and wind systems already operating and those to be built.

This is how Green Hydrogen emerged as a relevant actor to face these challenges. After several decades of expectation for its potential as an energy source, today this element is ready to assume a leading role in the energy and productive transition that the world must navigate. By 2050, the world's energy matrices and economies will look greener. The projected decrease in the costs of renewable energy and electrolysis, along with the need to decarbonize all sectors of the economies, will boost a global market for Green Hydrogen and its derivatives.

In this context, the **National Green Hydrogen Strategy of Chile** was born, which establishes ambitious development goals for this clean energy source. The main goals it determines are (i) to have 5 GW of electrolysis capacity operating and under development by 2025; (ii) to be the cheapest green hydrogen on the planet by 2030; and, (iii) to be one of the three largest exporters of Green Hydrogen and its derivatives in 2040. To achieve a market for Green Hydrogen in Chile and promote its development, an ecosystem is required to achieve scale production. This ecosystem will include Green Hydrogen's demanding agents, investors, technology developers, electricity suppliers, hydrogen producers and regulatory entities, all of them coordinated and aligned in the promotion of this effort.

Green Hydrogen is in an incipient stage in Chile, with pilot and demonstration projects still under development. There are still challenges to scale production and applications. Information asymmetries, few uncoordinated demanders and suppliers, technological and financial risks, as well as cost gaps with fossil fuels, are the main perceived barriers. Initiatives aimed at supporting Green Hydrogen's early Projects and improving their competitiveness against fossil fuels will start a market functioning, in addition to reducing various uncertainties and enabling scale and scope economies. Within the action plan determined by the National Green Hydrogen Strategy of Chile, to solve these gaps, is the initiative committed to launching a financing round to leverage Green Hydrogen Projects for 50 million dollars.

## **2.2 RFI on Green Hydrogen Projects and its derivatives in Chile**

In order to contribute to sustainable productive development in Chile, Corfo is seeking to accelerate the implementation of initiatives that contribute to the energy transition towards carbon neutrality.

In this context, Corfo approved, by Exempt Resolution No. 978, of 2020, a "Procedure for the RFI stage of projects of production, transport, storage and consumption of green hydrogen and its derivatives in Chile". The purpose of the call to present expressions of interest was to contribute to the creation of an industry of this renewable energy, accelerating the implementation of large-scale projects capable of supplying the demand of the national mining or other industries and of getting to export Green Hydrogen, industrial inputs and/or synthetic fuels competitive to international markets.

In the aforementioned call, 18 expressions of interest were received to develop various Green Hydrogen projects and/or its derivatives in the national territory. The total investment of the received projects exceeds USD 12 billion, which intend to be located in the Antofagasta and Atacama regions. In addition, the submitted solutions range from projects focused on transport and substitution of fossil fuels for heat production in industry, green ammonia, methanol, and synthetic fuels for export, among others. Likewise, the initiatives address different stages of development and scales, with ambitious horizons for entry into operation; and, although there are distributed generation projects close to society, which expect to produce less than 100 tons of Green Hydrogen per year, others, of industrial scales, foresee to reach production levels of over 100 thousand tons per year.

These facts were essential to design and plan this second stage, RFP, where the focus is on accelerating, through the provision of financing support, the development of large-scale projects for Green Hydrogen in Chile.

### **2.3 "Contract for Project in the Salar de Atacama" between Corfo and SQM Salar S.A.**

The Chilean Economic Development Agency is the owner of the mining properties, called "OMA", located on Salar de Atacama, some of which are currently exploited by SQM Salar S.A. by virtue of contracts signed with Corfo in 1993, mainly for the production of lithium, potassium and magnesium.

In January 2018, Corfo and SQM Salar S.A. (and its partners: Sociedad Química y Minera de Chile S.A. and SQM Potasio S.A.), amended and signed the restated text of the "Contract for Projects in the Salar de Atacama", hereinafter indistinctively referred to as "Salar de Atacama Contract" and the "OMA Mining Properties Lease Agreement", by means of which SQM Salar S.A. undertakes to increase the productive capacity of battery-grade lithium products from 180,100 tons, contemplated in the contract currently in force, to 349,553 metric tons of metallic lithium equivalent, in the OMA mining properties located on the Salar de Atacama, which were leased to it by Corfo until December 31, 2030.

Subsequently, on December 1, 2020, the fifteenth clause of the Contract for Project in the Salar de Atacama, relating to Research and Development Efforts in Chile, was amended in order to expand the activities that may be financed with the contributions that SQM Salar S.A. is annually obliged to deliver by virtue of the aforementioned contract. The said modification was approved by Corfo's Resolution Subject to Cognizance-Taking No. 17, of December 2020, which cognizance was taken by the 2<sup>nd</sup> Metropolitan Region Comptroller of Santiago, on December 31, 2020. The fifteenth clause of the Contract for Project in the Salar de Atacama currently has the following wording:

**Fifteenth: Research and Development Efforts in Chile. Fifteen. One.** Effective from the year two thousand and eighteen and during the Term of the Contract, the Company undertakes, unilaterally and irrevocably, to annually provide resources for research and/or development under the terms of this Clause (the "R&D Contributions"). The R&D Contributions must be made to one or more technological institutes and/or public or private technological research and development entities, or non-profit consortia that carry out research and development activities, which may have a specific purpose, production, technology and innovation transfer, specialized, technological and/or technical assistance, technological diffusion and/or generation of research and information to support regulation and public policies; and the purpose of which is: (i) studies, research and/or development of technology and innovation that focuses on the use and/or application of solar energy or other sustainable energies; and/or lithium salts or salts and products of the Properties; and/or non-metallic mining; and/or low-emission metal mining, complementary to the lithium industry in the development of batteries; (ii) studies, research and/or development of technology and innovation of industries complementary to the lithium industry in the development of electromobility and stationary energy storage sources and/or solutions that substitute fossil fuels; (iii) research and development of enabling technologies and innovation for digital

transformation in productive sectors (the “R&D Entities”). The R&D Contribution may be allocated only to those R&D Entities in which representatives of universities and/or organs of the State Administration have representation, participation or some other form of interference in its administration. Fifteen. Two. The total amounts subject to the R&D Contributions are established according to the table included as Appendix Twelve. Of these, the Company undertakes to contribute, in the manner established by CORFO, up to a maximum of fifty million United States dollars, of the amount indicated in the column "R&D Contribution", to legal entities, public, private or consortiums, for profit or not, to carry out research, productive development, capacity building, technology transfer, innovation, or other enabling processes for green hydrogen and its derivatives. Fifteen. Three. The Company recognizes CORFO's experience and knowledge to determine the R&D Entities through which the R&D Contributions will be channeled. Notwithstanding this, the R&D Entities must first go through a due diligence process and comply with the requirements that may be binding under the SQM compliance program in response to said process. Fifteen. Four. The R&D Contributions must be used exclusively for the creation, development and maintenance of specialized technological capabilities, as well as the operation of the R&D Entities, as established in the agreements referred to below. CORFO Council, when determining the R&D Entities, will establish the term in which they will receive the R&D Contribution, which may not exceed ten years or the remaining period of the Contract Term, and the purposes for which those funds will be applied to them. The R&D Contributions may be renewed or amended by Corfo Council, which must require, as a condition, that each R&D Entity undertakes to respect the purpose for which the R&D Contribution is intended and to comply with the purposes and annual or multi-year goals and performance evaluations, which CORFO will establish through an agreement that the latter must sign with each R&D Entity. In such agreement, fines, collaterals or guarantees may be established for their faithful compliance, and the obligations related to the destination of the R&D Contribution, the purposes and goals that CORFO defines in that instrument. CORFO will inform the Company when it must make these guarantees or sureties effective. The proceeds obtained from the execution of such guarantees or collaterals, as well as from the payment of fines, will become part of the R&D Contributions, and must be provided by the Company under the same conditions established in Section Fifteen. Three, at the request of CORFO.

### **3 OBJECTIVES OF THE CALL**

#### **3.1 General objective**

The objective of this Call is to select one or more Projects to receive a Contribution to the investment in Electrolyzers for the development of new Green Hydrogen Projects in Chile, larger than 10 MW and whose Commissioning is, at the latest, in December 2025.

With the Contributions that the Projects receive, it is sought to contribute to the sustainable productive development and qualification of a Green Hydrogen industry in Chile, accelerating the implementation of initiatives that contribute to the energy transition and to move towards carbon neutrality, through the implementation of industrial Projects, capable of supply the demand of the national industry and get to export Green Hydrogen, industrial supplies and/or competitive synthetic fuels to international markets.

### **3.2 Specific objectives**

- a. To accelerate the implementation of Green Hydrogen production initiatives from electrolysis that contribute to the energy transition towards carbon neutrality.
- b. To facilitate the creation of industrial and commercial alliances along the Green Hydrogen value chain, linking supply and demand.
- c. To contribute to accelerate the first initiative(s) at different stages of development considering their social and environmental impacts, and advancing synchronously in the definition of necessary regulations.
- d. To contribute to economic reactivation and the generation of national employment.
- e. To generate local capacities through training and development of national suppliers within the hydrogen value chain.
- f. To promote the strengthening of specialized human capital for the Green Hydrogen industry in Chile.
- g. To contribute to the public policy objectives that the State Administration bodies linked with carbon neutrality are promoting.

With this call, it is expected to promote the Green Hydrogen industry by supporting investment in sustainable energy initiatives, linked with the production of Green Hydrogen in Chile.

In this regard, the following should be taken into consideration:

- i. Proposals can be entered without having previously participated in the RFI stage.
- ii. This Call will be binding for the Proposal(s) that is (are) selected by Corfo.

## **4 CONTRIBUTION**

To address the challenges and objectives described above, and in accordance with what was agreed in the Contract for Project in the Salar de Atacama, Corfo has decided to carry out this Call, which seeks to select one or more Green Hydrogen Projects in Chile to whose execution the Available Contribution committed by SQM Salar S.A. (hereinafter the "Available Contribution").

The maximum amount of the Available Contribution is USD 50,000,000 (fifty million Dollars), which may be delivered from the year 2022. At any rate, a Project may receive as Contribution a maximum of USD 30,000,000 (thirty million Dollars).

Corfo may, on good grounds, determine that an amount less than the Available Contribution for the Call may be given or less than the one requested in a Proposal.

The determination of the Project or Projects and the Selected Entity or Entities that will receive the Contribution and the amount thereof, is vested in Corfo Council, although, in addition, the Selected Entity and the Recipient Entity, as the case may be, must previously go through a Due Diligence process and meet the requirements that may be imposed on such process under the SQM compliance program, which is described in Appendix 5.

With the provided Contribution, only the activities envisaged in a new investment project in Chile may be co-financed, in particular in fixed assets for the production of Green Hydrogen, **among which Electrolyzers, their facilities and auxiliary systems that enable their operation may be considered.**

The following expenses may not be financed out with the Contribution resources:

- Those originated from investments in the Capital Market, such as the purchase of shares, term deposits in local or foreign currency, trust funds, debts (capital plus interest) or dividends.
- Payment of taxes recovered by the Selected Entity or Recipient Entity, depending on who executes the Project, taking into consideration its legal nature and the applicable tax regulations.
- Investments in capital assets not decisive for the Project, in the opinion of Corfo.
- Payment of studies, strengthening or financing of human capital and/or operational expenses of the Project.
- Power generation plants, hydrogen storage systems, desalination or water purification systems.
- Distribution systems and use of Green Hydrogen, such as a charging system, vehicles and/or boats.
- Expenses allocated or related to stages that are not part of the submitted and selected Proposal and expenses for maintenance or spare parts of the Green Hydrogen production system, among other of a similar nature.

## 5 APPLICANTS

Domestic and/or foreign legal entities defined below may participate in the present call:

### 5.1 Domestic company

Domestic companies are considered as such those legal entities incorporated in Chile which are in good standing and pay first category Income Tax in Chile according to the provisions of article 20 of D.L. No. 824 of 1974.

## 5.2 Foreign company

For the purposes of this Call, it will refer to legal entities in good standing and incorporated abroad, in accordance with the regulations in force in the country they come from, which pay taxes for activities similar to those taxed by the First Category Tax, according with the provisions of Article 20 of DL No. 824, of 1974. This quality will be accredited by means of a certificate issued by the competent authority of the country of origin or, exceptionally, by means of an Affidavit of the legal representative(s).

In the event that the Proposal applied for is selected, the Foreign company must incorporate or acquire in Chile, within a period of twelve months from the full processing of the resolution that approves the Agreement, a stock corporation, a company limited by shares, or limited liability company, in which it holds at least 50% plus one of the shares or where its interest in that company represents at least 50% plus one of the corporate interest, as the case may be. It may also comply with the above obligation designated to a Chilean company that is its subsidiary, with whom the Agreement will be entered into. This Chilean company created, acquired or subsidiary, as the case may be, will be responsible to Corfo for the execution of the Project.

If the corporation, company limited by shares or limited liability company indicated above on the date of execution of the Agreement is not incorporated, the Foreign company Applicant may enter into said agreement and will, during the period mentioned above, have the status of "Transitorily Selected company".

Hereinafter, references made in this procedure to the "Selected" shall also be understood to refer to the "Transitorily Selected", where appropriate.

After the twelve-month period has elapsed, without the stock corporation, company limited by shares or limited liability company having been incorporated, Corfo will early terminate the Agreement.

Once the new legal entity (stock corporation, company limited by shares or limited liability company) has been incorporated or the rights or shares of a company have been acquired, as the case may be, the Transitorily Selected company and CORFO must enter into a "settlement and Agreement", for which, the first of these must submit the background indicated in letters a. to e. of number 10.1.1, of these Terms and Conditions, according to its nature and rules that govern its incorporation.

If, on the date of the Agreement with Corfo, the rights or shares of the company that will act as Selected Entity have already been established or have been acquired, the Agreement will be signed with it to receive the Contribution. If this Selected Entity is not the one that will act as Recipient Entity, the provisions of the final paragraph of section 5.3.3 below will apply when the latter is established or acquired.

### **5.3 Considerations common to all Applicants**

The requirements established in the definitions of each of the Applicants will be verified by Corfo during the admissibility analysis, on the basis of the background information included in the Proposal, its bylaws or instrument of incorporation or creation, the respective contracts, and verifiable information on the website of the Internal Tax Service (SII).

**If the Applicants fail to meet the requirements contemplated in its definitions, their proposal will be found inadmissible.**

#### **5.3.1 International risk Classification**

Applicants must have and file an international risk classification report equal to or higher than BBB- or Baa3<sup>1</sup>, which must be less than or equal to twelve months from the date of submission of the Proposal.

#### **5.3.2 Annual sales**

Applicants must have and demonstrate sales, during the year 2019 or 2020, higher than 600,000 UF or its equivalent in foreign currency, and must indicate the exchange rate used (exchange rate published by the Central Bank corresponding to December 31 of the fiscal year, calendar year for which the information is submitted (2019 or 2020), or the business day prior to that date, in the case of a holiday or non-business day).

**If Applicants do not meet the above requirements, their proposal will be declared inadmissible.**

#### **5.3.3 Recipient Entity**

In the event that the Selected Entity is not the legal entity that will receive the Contribution, the Applicant must indicate in its Proposal the Recipient Entity that will execute the Project to receive the Contribution, indicating whether it will correspond to a stock corporation, company limited by shares or limited liability company to be incorporated in Chile or already incorporated in Chile, whose rights or shares will be acquired by the Selected Entity, or a Chilean subsidiary of the Selected Entity. In all the above cases, the Applicant must have a participation in the capital of the Recipient Entity not less than 30%. This percentage of participation in the Recipient Entity is without prejudice to the percentage required in paragraph 5.2 above for the Foreign company Applicant in the Selected Entity.

If the Recipient Entity is not incorporated in Chile or has not been acquired at the time of submitting the Proposal, when selecting the Proposal and signing the Agreement, under the terms indicated in the preceding paragraph, it will have a period of twelve months from the full processing of the resolution that approves the Agreement to incorporate it or acquire its

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<sup>1</sup> According to risk classification established by, Standard and Poor's, Fitch or Moody's.

rights or shares. Corfo will enter into the Agreement with the Selected Entity or the Temporary Selected Entity, as the case may be, and once the incorporation or acquisition is verified, an amendment to the Agreement will be entered into, in order to incorporate the Recipient Entity as a party and regulate its obligations and duties, for which, the latter must submit the background information indicated in letters a. to the e., number 10.1.1, of these Terms and Conditions.

#### **5.4 Subcontractor**

The Applicant **may** submit its Proposal with a Subcontractor. For the purposes of this Call, the legal entity to be hired for the execution of the **design, EPC, operation and/or maintenance of the Green Hydrogen Project** will have this status.

Any Subcontractor changes made during the term of the Agreement must be approved by Corfo, subject to previous evaluation of its experience, which must be similar or higher than the one to be replaced.

## **6 ROADSHOW**

Prior to the expiration of the term to submit the Proposals, one or more roadshows may be held, in order to promote, communicate and/or clarify the terms and purpose of the Call.

Attendance at the roadshow will be optional for those who wish to apply, so that non-participation will not prevent or invalidate their proposal.

The place or places and the date or dates where the “roadshow(s)” will take place will be informed in due time, through Corfo website.

## **7 CONTENTS OF PROPOSALS**

Applicants must prove their experience, technical, economic and managerial capacity in Projects of similar complexity and size as the Project applied for in this Call.

Those interested in participating must submit a Proposal that contains the information and background indicated below, in four dossiers and abiding by the format and level of detail indicated.

The Proposal to be submitted must contain a Project that considers the construction and implementation of a new Green Hydrogen production plant in Chile, whose Commissioning takes place, at the latest, in December 2025.

The Project may include other productive stages - before or after the production stage of Green Hydrogen - however, Corfo will co-finance the activities which may include Electrolyzers, their facilities and auxiliary systems that enable their operation, so the

technical characteristics and investments of each party must be clearly identified in the Proposal.

The admissibility analysis and the subsequent evaluation of the Proposal(s) will be carried out based on the information contained in the respective requested documents and appendices, so that Applicants who fail to submit them in full, or who submit an appendix that has been modified in substantive aspects or, in general, an appendix that contains confusing, or contradictory information or inconsistent with the additional information which the respective appendix refers to, will not be evaluated and **will be declared inadmissible**.

## **7.1 General background (dossier 1)**

The information indicated below must be included, using the format available under Appendix 3.

### **7.1.1 Proposal Identification**

- a. Name of Proposal.
- b. Name or corporate name and fancy name of Applicant.
- c. TIN or ID number of Applicant.
- d. Name of legal representative of the Applicant and email authorized to receive communications and notifications.
- e. Name and email address of technical counterpart for communication purposes.
- f. Name or company name, TIN or ID number and name of legal representative of Subcontractor, if applicable.
- g. Name or company name, TIN and name of legal representative of the legal entity that will act as Recipient Entity, if existing on the date of submission of the Proposal. If not existing, indicate that if the Proposal is selected, the Selected Entity will designate a Recipient Entity if applicable.
- h. Nominal Power of Electrolyzers of the Project, in MW and as requested under number 7.2.1.
- i. Date of Commissioning of the Project, as requested under number 7.2.1.
- j. Source of Renewable Energy used for the production of Green Hydrogen.
- k. Amount of Contribution requested in the Proposal, in million Dollars and as requested under number 7.2.2.

- I. Annual sales for the 2019 or 2020 tax period, in UF and Dollars, as requested under number 5.3.2 and in accordance with the financial statements submitted as indicated in 7.4.2 and Form No. 2 of Appendix 4.
- m. Applicant's international risk classification, valid for less than or equal to twelve months from the date of submission of the Proposal, attaching the respective report and in accordance with what is requested under number 5.3.1.

### **7.1.2 Legal background**

#### **A. If Applicant is a domestic company, it must include:**

- i. Copy of articles of incorporation and its main amendments, including a copy of the instrument attesting to the legal capacity of its representative(s).
- ii. Copy of the abstract registered and published in the Official Gazette of the articles of incorporation and its amendments, if any.
- iii. Legal entities that are covered by the system established under Act No. 20,659, which simplifies the status of incorporation, amendment and dissolution of business companies, and its Regulations, must not submit the legal background that may be obtained from the "Registry of Companies and Corporations" as referred to in Chapter IV of such Act.

#### **B. If Applicant is a foreign company, it must include:**

- i. Copy of the bylaws or regulations and the document attesting to the legal capacity of its representative(s), translated into Spanish, if applicable.
- ii. Affidavit, signed by the legal representative of the respective companies or entities, in the Spanish language, stating that said company was incorporated in accordance with the laws of its domicile and that it is currently in good standing, and individualizing its representative(s) and the document attesting to their power to represent the respective entity. (Appendix 1).

Certificate issued by the competent authority of the country of origin or, exceptionally, an affidavit from the legal representative(s), stating that it pays taxes for activities similar to those levied with the First Category Tax, in accordance with the provisions of article 20 of the D.L. No. 824, of 1974.

#### **C. The Subcontractor must enclose, where appropriate:**

- I. Domestic Subcontractor:
  - i. Copy of articles of incorporation or creation and its main amendments, including a copy of the instrument attesting to the legal capacity of its representative.

- ii. Copy of the abstract registered and published in the Official Gazette of the articles of incorporation and its amendments, if any.
  - iii. Legal entities that are covered by the system established under Act No. 20,659, which simplifies the status of incorporation, amendment and dissolution of business companies, and its Regulations, must not submit the legal background that may be obtained from the "Registry of Companies and Corporations" as referred to in Chapter IV of such Act.
- II. Foreign Subcontractor:
- i. Copy of the bylaws or regulations and the document attesting to the legal capacity of its representative, translated into Spanish, if applicable.
  - ii. Affidavit, signed by the legal representative of the respective companies or entities, in the Spanish language, stating that said company was incorporated in accordance with the laws of its domicile and that it is currently in good standing, and individualizing the document attesting to their power to represent the respective Subcontractor. (Appendix 2).

In addition, in both cases, it must enclose a letter of commitment, signed by its legal representative, indicating its interest in participating as a Subcontractor of the Green Hydrogen Project (Appendix 2). In the event of a change in the Subcontractor during the effective term of the Agreement, the new Subcontractor must also enclose the indicated letter of commitment with the request, for cognizance, evaluation and decision of Corfo.

The certificates and affidavits requested for the different figures described above must be less than **60 calendar days old**, counted back from the date of submission of the Proposal.

**D. Recipient Entity other than the Applicant, if at the application date it was constituted already**

- i. Copy of the articles of constitution and its main amendments, including a copy of the instrument attesting to the legal capacity of the representative(s).
- ii. Copy of the abstract registered and published in the Official Gazette and its amendments, if any.
- iii. Legal entities that are covered by the system established under Act No. 20,659, which simplifies the status of incorporation, amendment and dissolution of business companies, and its Regulations, must not submit the legal background that can be obtained from the "Registry of Companies and Corporations" as referred to in Chapter IV of said Act.

## 7.2 Characteristics of the Proposal (dossier 2)

In dossier 2 of the Proposal, the Applicant shall deliver a summary of the Project with its characteristics, including the technical background and the economic proposal, with an outline of the following information:

### 7.2.1 Technical background

The Proposal shall contain the following Technical background of the Project:

- a) Nominal power of electrolyzers to be installed.
- b) Project development schedule, including, at least, construction start date, Commissioning and start into operation.
- c) Volume of Green Hydrogen estimated to be produced with the power of Electrolyzers installed, in annual tons.
- d) Renewable Energy used for the total production of the volume of Green Hydrogen indicated above.

In addition, the Applicant must declare and attach in this paragraph (dossier 2) the characteristics and description of the technical design of the Project and any additional information that it deems relevant, **in letter-size PDF format, minimum font 11 and with a maximum of 10 pages**. If it fails to accompany such document, the Proposal will be declared **INADMISSIBLE**. In the event that the said document has a greater number of pages than previously established, the additional pages will not be considered, evaluating the Proposal with the information contained in the maximum allowed number of pages.

### 7.2.2 Project Costs

In the same dossier 2, the Applicant must include the economic aspects of the Proposal, indicating the total amount of the requested Contribution for the initial structure of the Project, with its respective justification and with a maximum limit of 30 million dollars, as indicated under number 4 of these Technical Conditions.

In addition, the Applicant must report, in millions of Dollars, at least an estimate of the following aspects:

Total investment of the submitted Project.

Costs of Electrolyzers to be installed, detailing critical spare parts, insurance, guarantees, transportation, customs duties, taxes, among others.

Construction costs, financing, among others.

### 7.2.3 Project financing structure

The Applicant must describe the initial financing structure of the Project indicating, at least, the following aspects:

- a) Short-term debt, including a detail of bridge loans or others.
- b) Long-term debt, including syndicated loans, institutional investment and/or bond issuance.
- c) Financial contribution by the Applicant.
- d) Subsidy or subsidies delivered by other public or private bodies.

The financing structure and all supplementary information that is considered relevant must be presented **in letter-size PDF format, with a minimum font size of 11 and a maximum of 10 pages**. If financing structure is not enclosed, the Proposal will be declared **INADMISSIBLE**. In the event that the supplementary information has a greater number of pages than previously established, the additional pages will not be considered, evaluating the Proposal with the information contained in the maximum allowed number of pages.

### **7.3 Project maturity status (dossier 3)**

The Applicant shall, **if applicable**, submit the following information in dossier 3:

#### **7.3.1 Marketing of Green Hydrogen and/or its derivatives**

The Applicant **may declare**, and if so, must prove the way in which it will market or sell the Green Hydrogen and/or its derivatives produced by the Project, through Purchase Agreement(s) or Memorandum(s) of Understanding (MOU) signed with buyer(s) for the negotiation(s) of a Purchase Agreement(s).

The total amount of Green Hydrogen and/or its derivatives accredited through the instruments mentioned above must be greater than 50% of the total production of the Proposal indicated under number 7.2.1.

For these purposes, the Applicant must deliver:

- a. The Purchase Agreements that guarantee the marketing of Green Hydrogen and/or its derivatives. In addition, the Purchase Agreement(s) must include the counterparties (names and technical-financial profile of each one), terms (beginning and ending date), established price, defined capacity or quantity and flows of estimated commitments). The entry into force of the agreement(s) may be conditional upon the result of this Call.
- b. The Memorandum(s) of Understanding (MOU) signed with buyer(s) for the negotiation(s) of a Green Hydrogen Purchase Agreement(s) and/or its derivatives. In addition, the MOUs must clearly express the deadline for signing the Purchase Agreement, the annual amount of Green Hydrogen and/or its derivatives, the duration of the Purchase Agreement, cases of termination of the MOU and stipulated penalties, if any. The entry into force of the Purchase Agreement(s) may be conditional upon the result of this Call. In case of accrediting the marketing of Green Hydrogen in accordance with the aforementioned, the Purchase Agreement must be

executed within a period not exceeding 18 months, counted from the total processing of the resolution that approves the Agreement with Corfo.

Corfo may request additional information, if it deems it appropriate, in order to verify the aforementioned.

### **7.3.2 Water availability**

The Applicant may declare the water required for the operation of the Project. The water supply may come from its own sources, accrediting it through the registration(s) of the corresponding water rights, through a supply agreement with a third party or through its own desalination process. In any of the cases, the Applicant must prove this supply, through an affidavit.

### **7.3.3 Land availability**

The Applicant may demonstrate that it has one or more lands for the entire execution period of the Project, that is, for the construction and operation of the Renewable Energy production plant, if applicable, and the Green Hydrogen Project.

In this case, the Applicant must prove that he is the owner of the land; or if it is a mere holder of the property where the construction and operation will be carried out, it must include: a contract or title, granted by public instrument, which has at least 15 years of validity remaining after the Proposal is submitted. An abstract of this contract or title must be entered in the Register of Mortgages and Liens of the respective Real Estate Registrar, before the date of execution of the Agreement.

In addition, the Applicant must swear, that on the property where the Project will be located there are no administrative concessions or authorizations or other rights that limit its execution.

### **7.3.4 Entry into the SEIA**

The Applicant **may declare** if the nominated Project has entered the Environmental Impact Assessment System (SEIA) and if it has been declared admissible. For that purpose, the Applicant must indicate the exact name of the Project entered in the SEIA, which will allow Corfo to validate the background submitted with the Proposal and that submitted to the SEIA. The foregoing is to confirm that the electrolyzer power of the Project entered into the SEIA is equal to or higher than the Electrolyzer power of the Project submitted to this Call.

## **7.4 Background of the Applicant (dossier 4)**

### **7.4.1 Experience of Applicant and/or its Subcontractor**

In dossier 4, the Applicant must include the background information that permits to evaluate its experience and/or that of its Subcontractor, during the last 10 years prior to the date of

submission of the Proposal, with details of the experience in construction or operation of projects in one or more of the following categories:

- i. Green Hydrogen Production.
- ii. Gray Hydrogen Production.
- iii. Renewable Energy.

Experience must be accredited with a certificate issued by the client or owner of the plant in which the operation or construction of the respective project was carried out, which contains, at least, the following information, for each project that the Applicant intends to present as its experience and/or that of its Subcontractor.

- Contracted legal entity.
- Project name.
- Beginning and ending date of the contract or project.
- Location (country, region/province/state, city).
- Project stage in which the Applicant participated (construction and/or operation).
- Amount of investment (of the total project and of the corresponding stage) made, considering, construction and/or operation.
- Description of the project: technology, size, annual average energy production, plant factor, etc.

Experience may only be accredited in projects that are already in the construction or operation stage.

Corfo may request the following additional information, if it deems it necessary, in order to prove what is stated in this section:

- Company(s) responsible for each stage of the project.
- Current status of the project and dates of construction or operation.
- Letter of acceptance by the client or owner, stating the correct execution of the contract(s) or project(s).
- Reference of contacts of clients or owners of the plants for eventual consultations on the part of Corfo, including the name of the person and contact information.

#### **7.4.2 Applicant's financial statements**

The Applicant must submit the consolidated financial statements according to the international financial reporting standards - IFRS for its acronym in English- for the last 3 (three) years, if its age allows it, both of the Applicant and its parent company, where appropriate. If not enough age, the financial statements corresponding to the period in which

such information is available must be delivered. These facts must be submitted in accordance with the rules established by the CMF.

Such financial statements, if available, must be accompanied by the notes thereto with the opinion of the auditors, registered with the CMF, and must accompany the respective registration certificate, issued on a date not exceeding 6 (six) months. In the case of Chilean or foreign companies audited by foreign companies not registered with the CMF, they must be registered in the records of the country of origin or have the proper accreditation granted by the competent authority of said country, accompanying the respective registration certificate or accreditation issued by the aforementioned authority on a date no earlier than 6 (six) months counted back from the submission of the Proposal.

Additionally, the Applicant must submit its financial statements according to the model of Form No. 2 included in Appendix 4 of these Terms and Conditions, which must be consistent with the information under number 7.1.1, otherwise the Proposal will be declared inadmissible.

In the event that the financial statements are not in Dollars, it must submit the aforementioned Form converted into Dollars, with the information on the exchange rate used (exchange rate published by the Central Bank corresponding to December 31 of the year corresponding to the last accounting year presented, or the business day prior to that date, in the case of a public holiday or non-business day).

If it does not have financial statements, it must deliver the financial statements of the majority shareholder, including the respective notes, corresponding to the last 3 (three) accounting years, duly audited by external companies, or if the foregoing is not possible, the financial statements of the immediately preceding accounting year, duly audited.

## **II. ADMINISTRATIVE TERMS AND CONDITIONS**

### **8 INSTRUCTIONS TO APPLICANTS**

#### **8.1 General Aspects**

The Technical and Administrative Terms and Conditions are mandatory for Applicants who participate in the Call and it will be understood that they are accepted by the mere fact of submitting a Proposal.

This call and its appendices are governed by Constitutional Organic Act No. 18,575, on the General Bases of the State Administration and Act No. 19,880, on Cases of the Procedures that govern the acts of State Administration bodies, Therefore, the principles recognized and regulated by said standards are applicable.

In addition, the following information becomes an integral part of this call:

- Modifications that are introduced to the Terms and Conditions that are approved by the corresponding administrative act.
- The inquiries to the Terms and Conditions, made by the Applicants, and the respective replies issued by the Corporation.
- The Projects submitted by the Applicants.
- The background information requested from each Applicant with the application during the clarification period.
- The Corfo Council Agreement that determines the Project(s) and the Selected Entity or Entities that will receive the Contribution and the administrative act that executes it.

The nominal mention of certain bodies or operating units of Corfo will also be understood as made to the entity that substitutes or replaces them in the fulfillment of the respective function.

#### **8.2 Communications and deadlines**

The opening for the submission of the Proposals will be carried out by a notice published in a digital newspaper, or in a printed newspaper, of national circulation, in which it will be informed: beginning date of reception of Proposals and closing date; place where these Terms and Conditions will be available, deadlines and mail for inquiries and clarifications; and place where all the acts dictated in relation to the Call will be available, as well as other relevant information. It should be noted that all this information will also be published on Corfo's website, [www.corfo.cl](http://www.corfo.cl).

### **8.3 Questions and clarifications**

Those interested in participating in this Call may submit questions regarding the conditions of participation, in the Spanish language and in writing to the email [hidrogenoverde@corfo.cl](mailto:hidrogenoverde@corfo.cl) or to that box marked in the notice indicated in the previous paragraph. Questions sent must indicate name and contact email.

Questions made through a channel other than the aforementioned, or after the expiration of the term provided for that purpose will not be accepted or answered.

Received questions will be answered within a period of 10 business days from their presentation, directly to the email from which they were made.

Every fifteen days, Corfo will publish, on its website, a compilation of the questions that have been asked in this way and the answers to all of them, which will remain available for review, safeguarding the identity of the one who asked them.

Corfo may make, on its own initiative, clarifications to the rules of this Call, to specify the scope or interpret any element of its content that, in its opinion, has not been sufficiently clear and hinders the application.

The Corporation may, in addition, amend the provisions of these Terms and Conditions and its appendices, either on its own initiative or in response to a clarification requested by any of the potential Applicants, until before the expiration of the term to submit the Proposals.

Any amendments made will be informed by means of a notice published in a digital newspaper, or in a printed newspaper, with national circulation and through the website of [www.corfo.cl](http://www.corfo.cl). These amendments will become an integral part of this document.

If amendments are made to the Terms and Conditions, a prudential extension of the term for the closing or receipt of the Proposals may be established, so that potential Applicants may know the changes and adapt their Proposals or exercise their right to desist from continuing the process.

At any rate, it will be the obligation of the Applicant(s), to periodically review the information available about the Call on Corfo's website, and consider the response(s) for the preparation of its Proposal(s) and clarification(s) made by the Corporation, as well as any amendments made.

### **8.4 Reception of Proposals**

Applicants must enter their Proposals, in the electronic system that Corfo enables on its website for these purposes, in four dossiers labeled as indicated below:

1. "General background (dossier 1)".
2. "Characteristics of the Proposal (dossier 2)".

3. "Project maturity status (dossier 3)".
4. "Background of the Applicant (dossier 4)".

If the system for entering the Proposals is not available, the application may be entered in physical format (paper), attaching a USB disk or other digital storage means, under the heading "**Financing to Green Hydrogen Projects**", to Corfo's *Oficina de Partes*, located at Calle Moneda No. 921, 2<sup>nd</sup> floor, district and city of Santiago.

The documents enclosed in the electronic system, on the USB disk or other digital storage means, must be submitted in text documents, electronic spreadsheets or other files compatible with the system (such as doc, xls, jpg, pdf).

The Applicant must submit the corresponding details according to the indications established in these Terms and Conditions. Notwithstanding the foregoing, Corfo reserves the right to require from Applicants, the clarifications and information it deems necessary for a proper understanding of the Proposals, being able to request information additional to that they have submitted at the time of sending them, in order to clarify, and provided that this does not infringe the Applicants' principle of equality.

## 8.5 Language

The official language that will be used in the Proposal, as well as in all communications, will be Spanish.

The official text of the Agreement to be entered into between the Selected Entity and the Recipient Entity, as the case may be, and Corfo will be in Spanish.

Catalogs and other appendices that are part of the Proposal will be accepted in English or the free translation into Spanish from other languages.

## 9 ADMISSIBILITY, PROPOSAL ASSESSMENT AND CALL AWARD

### 9.1 Admissibility

Corfo will be in charge of the admissibility process, which will begin with the review of the documentation requested under number 7.1, accompanied by each of the Applicants in dossier 1. This process will be carried out in two consecutive instances which are detailed below.

- 1st. Relevance of the Proposal.
- 2nd. Review of administrative documentation.

#### 9.1.1 Relevance of the Proposal

At a first stage, it will be reviewed if Proposal complies with the goal of this Call and with the minimum conditions required in Form No. 1 provided on the respective website. With this analysis, compliance with the following requirements will be verified.

1. The Project proves a nominal power of Electrolyzers to be installed equal to or higher than 10 MW.
2. The Commissioning of the submitted Project is dated, at the latest, December 2025.
3. The Project uses Renewable Energy for the entire production of the Green Hydrogen Proposal, through one or more of the following options:
  - Supply through its own Renewable Energy generation system, either co-located or connected through a dedicated transmission line.
  - Contract(s) for the supply of electricity with a generating company in which it is ensured that the electricity consumed from the electricity system to which the Project is connected corresponds solely to Renewable Energy.
  - Consumption of electrical energy, from the electrical system to which the Project is connected, without an electrical energy supply contract, in which the supplier ensures that the energy consumed corresponds solely to Renewable Energy, acquiring, instead, certificates of energy with a renewable attribute for an amount equal to the Project's electricity consumption. Such certificates must be generated through a certification scheme that complies with current regulations on the matter at the time of their acquisition.
4. The amount of the requested Contribution complies with the provisions of number 4 of these Terms and Conditions, which may not exceed USD 30,000,000.
5. The Applicant files an international risk classification higher than or equal to BBB- or Baa3, as the case may be, and in accordance with the provisions of number 5.3.1.
6. The Applicant proves sales of more than 600,000 UF or its equivalent in Dollars, in accordance with the provisions of number 5.3.2.

### **9.1.2 Review of the administrative paperwork**

At a second stage, it will be analyzed whether the general background information of the Applicant, the Recipient Entity, as the case may be, and the Subcontractor, if the latter's participation is considered, were accompanied and properly issued, in accordance with the provisions of number 7.1 of the Technical Terms and Conditions.

Proposals that fail to meet the admissibility criteria and requirements corresponding to each instance will be declared **INADMISSIBLE**, not continuing with the admissibility process nor going to the evaluation stage.

An admissibility record will be drawn up stating compliance or non-compliance, for each of the Proposals submitted upon the Call, specifying, if applicable, the Proposal or Proposals declared inadmissible and the grounds for that decision. The result of the admissibility analysis will be notified to each Applicant. The Proposal(s) declared admissible, in accordance with what is indicated in this paragraph, will go through the evaluation process.

## **9.2 Assessment process**

Upon conclusion of the admissibility analysis of the Proposal(s), the evaluation of those that have been declared admissible(s) will proceed.

Evaluation will be carried out by an Assessment Committee, made up of at least five members, with representatives from the Ministry of Energy and the Ministry of Economy, Development and Tourism. The members will be appointed by the Executive Vice-President of the Corporation, with the exception of those who depend on another State Administration agency, in which case they must be designated by the competent authority.

During the evaluation process, information may be requested from other member bodies of the State Administration or public bodies, which are relevant in relation to the objectives of this Call.

Likewise, external consultants may be hired for a better analysis of the Proposal(s) to be evaluated. The product of the consultancies will not be decisive nor binding upon the Assessment Committee, which will be free to consider it or not, constituting a support tool for the proposal at this stage with Corfo Council.

The members of the Assessment Committee, as well as the external consultants that may be hired, must undertake not to disclose or publish the confidential or reserved information to which they have access or knowledge as a result of the evaluation.

The duties of the Assessment Committee will be the following:

- a. To evaluate the admissible Proposal(s) according to the criteria established in these Terms and Conditions.
- b. To prepare an Evaluation Report of the Proposal(s) that have been declared admissible.

Corfo's Technological Capability Division will be in charge of ensuring the evaluation procedure of the Proposals, which will be carried out through a methodology that permits to evaluate the relevant aspects, and ensures a fair and equitable treatment during the process, with due protection of confidentiality.

## **9.3 Assessment Criteria**

Proposal(s) will be evaluated by applying the assessment criteria described below, rating the Proposal(s) with grades between 1 and 5, (1 being the lowest grade and 5, the highest).

Assessment must be entered in a record, which bears witness of each and every aspect taken into consideration and that justifies the grade assigned to each of them.

For assessment purposes, the resulting scores will consider the first 2 decimals, without applying any rounding up.

Assigned grades will have the weighting indicated in the following table:

No.	Criterion	Weight
C1	Nominal power of Electrolyzers (MW) (dossier 2)	30%
C2	Efficiency of the Contribution requested for the Project (dossier 2)	20%
C3	Project maturity status (dossier 3)	20%
C4	Experience of Applicant and/or its Subcontractor (dossier 4)	20%
C5	Project financing model (dossiers 2 and 4)	10%

The final grade of the Proposal will correspond to the weighted sum of each of the grades obtained according to the foregoing table, that is:

$$Final\ score = 0.3 * C1 + 0.2 * C2 + 0.2 * C3 + 0.2 * C4 + 0.1 * C5$$

Below is a description of the five criteria establishing their calculation formula or assessment pattern.

### 9.3.1 Nominal power of Electrolyzers (MW)

Nominal power of Electrolyzers (MW) (Power) to be installed as requested under number 7.2.1 will be evaluated, assigning the grade according to the following formula.

$$C1_i = \text{Min}\left(5; \frac{(Power_i - 10)}{22,5} + 1\right)$$

### 9.3.2 Efficiency of the contribution requested for the Project

For each Proposal, efficiency of the requested Contribution will be calculated with respect to the Project that it undertakes to install, which is calculated based on the ratio between the nominal power of Electrolyzers in MW (Power) according to what is requested under number 7.2.1 and the amount of the Contribution requested in million Dollars according to section 7.2.2., assigning the grade according to the following formula.

$$C2_i = \text{Min}\left(5; \frac{Power_i}{Requested\ Contribution_i} + 1\right)$$

### 9.3.3 Project maturity status

For each Proposal, the maturity status of the Project will be evaluated, as requested under number 7.3 above.

Description	Score
The Proposal accredits the marketing of Green Hydrogen and/or its derivatives <b>and, in addition</b> , the Project is entered into the SEIA and it has been declared admissible by this body.	5
The Project submitted in the Proposal has been entered into the SEIA and it has been declared admissible by this body.	4
The Proposal accredits the marketing of Green Hydrogen and/or its derivatives <b>and, in addition</b> , it has availability of water <b>and</b> one or more pieces of land to develop the Project.	3
The Proposal accredits the marketing of Green Hydrogen and/or its derivatives <b>and, in addition</b> , has availability of water or one or more pieces of land to develop the Project.	2
The Proposal does not accredit the marketing of Green Hydrogen or its derivatives, does not accredit availability of water or land and has not entered into the SEIA.	1

#### 9.3.4 Experience of Applicant and/or its Subcontractor

The experience of Applicant and its Subcontractor will be evaluated, if the latter exists, according to what is requested under number 7.4 and assigning the following grades.

Description	Grade
The Applicant and/or its Subcontractor demonstrate(s) experience in the construction or operation of one or more <b>Green Hydrogen</b> Projects with a total nominal Electrolyzer power <b>higher than or equal to 3 MW</b> .	5
The Applicant and/or its Subcontractor demonstrate(s) experience in the construction or operation of one or more <b>Green Hydrogen</b> Projects with a total nominal Electrolyzer power <b>higher than or equal to 1 MW</b> .	4
The Applicant and/or its Subcontractor demonstrate(s) experience in the construction or operation of one or more <b>Renewable Energy</b> Projects, for a total <b>higher than or equal to 1,000 MW</b> , and, <b>in addition</b> , <b>Gray Hydrogen or Green Hydrogen</b> Projects.	3
The Applicant and/or its Subcontractor demonstrate(s) experience in the construction or operation of one or more <b>Renewable Energy</b> Projects, for a total <b>higher than or equal to 1,000 MW</b> .	2
The Applicant and/or its Subcontractor demonstrate(s) experience in the construction or operation of one or more <b>Renewable Energy</b> production Projects for a total of <b>less than 1,000 MW or do not demonstrate experience</b> .	1

### 9.3.5 Project financing model

The financing model of the proposed Project will be evaluated according to the financing structure of the Project described under number 7.2.3 and the Applicant's financial statements requested under number 7.4.2.

In addition, financing with Applicant's Contribution for the total investment of the Project will be evaluated according to what is indicated in number 7.2.3 letter c) and 7.2.2 respectively, assigning the following grades.

Description	Grade
The Applicant demonstrates an adequate financial capacity to fund the Project and commits itself to its own contribution equal to or higher than the amount of the Contribution requested for the financing of the Project.	5
The Applicant demonstrates an adequate financial capacity to fund the Project and commits itself to its own contribution higher than or equal to 50% of the Contribution requested to finance the Project.	4
The Applicant demonstrates adequate financial capacity to fund the Project and commits to its own contribution lower than 50% of the Contribution requested to finance the Project.	3
The Applicant demonstrates one or more weaknesses in its financial capacity to fund the Project.	2
The Applicant does not demonstrate financial capacity to fund the Project or presents inconsistent information.	1

### 9.4 Request for Proposal clarifications

Corfo may request from the Applicant(s), during the admissibility process, as an evaluation, through the email [hidrogenoverde@corfo.cl](mailto:hidrogenoverde@corfo.cl), clarification(s) regarding their Proposal(s) or complementary information. Clarifications that are requested or given, or the information that is requested or enclosed, may not alter the proposal, nor violate the principle of equality of the Applicants and strict compliance with the Terms and Conditions.

Likewise, Corfo may allow the presentation of certifications or background information that the Applicant(s) have failed to submit at the time of filing the Proposal, provided that such certifications or background have been produced or obtained prior to the expiration of the term to submit Proposals, or they refer to non-mutable situations between the expiration of the application period and the evaluation process.

It will be the exclusive responsibility of the interested parties to permanently check the email box indicated in their Proposal, through which the corresponding clarifications will be requested, and to send the required information in a timely manner.

## 9.5 Decision

Upon conclusion of the evaluation, the Technological Capability Division of the Corporation will present to the Corfo Council the result of the evaluation carried out. This will be the collegiate body that will select the Project(s) that will receive the Contribution. The Applicant(s) selected will hereinafter be referred to as "Selected" or "Selected Entity", being able to propose that the rest of the admissible Proposal(s) remain on the waiting list.

In the event that one or more Selected Entities and Receiving Entities, as the case may be, do not meet the requirements for signing the Agreement, Corfo Council may select another Applicant(s), who must meet all the requirements for signing the aforementioned Agreement.

Notwithstanding the foregoing, **if three or less Proposals** are submitted, Corfo may, if it deems it so, declare the process vacant, because its purpose is to select the best Project(s), so it is expected that the Call will permit the largest number of Proposals to be received and evaluated.

Additionally, if there are admissible proposals with a total **score of less than 3 (three)**, Corfo may either: not select them; assign a Contribution less than the maximum established or requested in the Proposal; or declare the process vacant.

## 10 EXECUTION OF THE AGREEMENT

### 10.1 General Conditions of the Agreement with Corfo

Once the administrative act that executes the agreement of Corfo Council that determines the Project(s), the Selected Entity, the Transitory Selected Entity, in the case of foreign company, according to what is indicated in number 5.2, and the Recipient Entity, according to what is indicated in number 5.3.3, must go through a Due Diligence process before signing the Agreement with Corfo and comply with the requirements that may be enforceable under the SQM Salar S.A. compliance program in accordance with such process.

#### 10.1.1 General Conditions for the signature of the Agreement

The Selected and Recipient Entity, as the case may be, must deliver to Corfo, by email, the following updated documents, within a period of 10 business days from the full processing of the resolution that executes Corfo Council selection agreement:

- a. Plain photocopy of the instrument of incorporation and its amendments.
- b. Plain photocopy of the registration of the abstract of incorporation and its amendments in the Commercial Registry of the respective Real Estate Registrar, along with the respective publications in the Official Gazette.
- c. Instrument stating the legal capacity of the representative(s) and their powers to enter into the Agreement.

- d. Certificate of good standing of the registration in which the incorporation of the company is recorded, issued by the corresponding Real Estate Registrar.
- e. Legal entities that are covered by the system established in Act No. 20,659, which simplifies the regime of incorporation, amendment and dissolution of business companies, and its Regulations, it will not be necessary to submit that legal background that can be obtained from the "Registry of Companies and Corporations" referred to in Chapter IV of said Law.
- f. In the event that the selected entity is a foreign company, it must enclose an affidavit, signed by the legal representative of the respective company before a Notary Public or Commissioner for Oaths of a similar nature of its domicile, in the Spanish language, with individualization of their representative(s) and the document which attests to their power to represent the respective company.

## **10.2 Signature of the Agreement**

The Selected Entity or Entities and the Recipient Entity, if applicable, must sign an Agreement with Corfo, as a condition to receive the Contribution from SQM Salar S.A., in which the first two, undertake to respect the object for which the Contribution is intended and comply with the purposes and goals established by the Corporation to that end. This Agreement may be amended by the parties whenever there is a change in the circumstances that justify it.

The Agreement must be signed by the representative(s) of the Selected Entity and the Recipient Entity, if applicable, within a deadline of thirty (30) business days from the date of sending thereof.

The Agreement will contain the necessary clauses for due safeguarding of the Contribution resources and the fulfillment of the purpose for which it is granted and will enter into force on the date of full processing of Corfo's administrative act approving it.

The Selected Entity and/or the Recipient Entity, as the case may be, both undertake to provide Corfo with authorization so that it may carry out reviews, on-site visits, and require all technical and financial information it deems necessary to verify whether the Project is carried out as stipulated, if the activities described in the reports correspond to reality and to verify the correct use of the Contributed resources. Likewise, Corfo may supervise the construction, Commissioning and business operation of the Project.

In addition, the Agreement must contain the technical and economic characteristics of the Project presented in the Proposal, a breakdown of the expenses to be rendered, in accordance with the provisions of number 4, the delivery conditions, their periodicity and related paperwork, schedule of delivery of reports, grounds for early termination.

The following, among others, may be grounds for the early termination of the Agreement, without any right to compensation on the part of the Selected Entity and/or Recipient Entity, as the case may be:

- i. Failure to deliver the requested paperwork, in the time and manner indicated; or prevent or hinder Corfo's follow-up work.
- ii. Negligence in the financial and technical control of the Project.
- iii. Failure to comply with the conditions of time and manner of delivery of the contribution of its responsibility for the execution of the Project; or not giving notice to Corfo, in time and manner, about the impossibility of payment of the contributions of its responsibility.
- iv. That the Selected Entity and/or the Recipient Entity, as the case may be, be sanctioned by administrative or jurisdictional entities for serious breaches of current legislation, whether related to labor, tax, environmental, health or other regulations, in respect of the business of the Selected Entity and/or the Recipient Entity, as the case may be, that, in the opinion of Corfo, alter or prevent the correct execution of the Project.
- v. Lack of execution or abandonment of the construction works of the Green Hydrogen Project.
- vi. Changes made in the design of the Project without authorization of Corfo.
- vii. Failure to use Renewable Energy.
- viii. Due to having reached the conviction that the Project will not achieve the expected results, that it cannot be executed within reasonable parameters, or that the Selected Entity and/or the Recipient Entity, as the case may be, will not be able to pay the part of the contribution of its responsibility, for causes attributable or not attributable to their lack of diligence, duly qualified by Corfo.
- ix. In the rendering of the Contribution: duplication in the rendering of backups of expenses, simulation of acts or contracts, valuation of expenses above the market value, accounting documents (such as invoices, bills, credit or debit notes) false or adulterated, other causes attributable to their lack of diligence in the performance of their activities related to the Project, duly qualified by Corfo.
- x. Serious disagreement between the declared technical and/or legal information, and the actual one.
- xi. Failure to comply with what is proposed under number 7.3, in case of having presented their background information.
- xii. Other grounds that are regulated in the Agreement to be entered into with Corfo.

Corfo will create a Follow-up Committee that will be responsible for approving the plans and monitoring and fulfilling the obligations of the Agreement. Likewise, the Follow-up Committee will be in charge of the application of fines for non-compliance by the Selected and/or the Recipient Entity, as the case may be.

### **10.3 Changes to the execution of the Project**

The Selected and/or Recipient Entity, may not make substitutions or changes in their Proposal and the conditions established by Corfo Council, without the express authorization of the Corporation, which must be granted in writing.

The Selected and/or Recipient Entity may not assign, convey or transfer in any way whatsoever, wholly or partly, the rights and obligations established in the Agreement with Corfo, except for the transfer of the Transitory Selected Entity to the definitive Selected Entity, if applicable.

In the event that the Proposal contemplates the incorporation or acquisition of the shares or rights of a Chilean stock corporation, company limited by shares or limited liability company, or the incorporation of a subsidiary in Chile of the Selected Entity, which will act as Recipient Entity, the latter will be the one that will execute the expenses, which must be rendered in accordance with what is indicated in number 10.5.3.

### **10.4 Manner of delivery of the Contribution**

For the development of the Project, the Selected Entity and the Recipient Entity, as the case may be, will have an amount of financing from the R&D Contributions contemplated in the "Contract for Project in the Salar de Atacama".

The Contribution that SQM Salar S.A. will deliver to the Selected Entity or Entities or the Recipient Entity or Entities, as the case may be, will be against the surrender of expenses and fulfillment of milestones, which conditions will be included in the Agreement to be entered into.

#### **10.4.1 Security for the full compliance with the Agreement**

Within 20 business days following the entry into force of the Agreement, the Selected Entity must deliver to SQM Salar S.A. an irrevocable bank guarantee payable upon demand or an insurance policy on first demand. The delivered guarantee must be payable in Santiago, Chile, for an amount equivalent to 5% of the amount of the Contribution in Dollars stipulated in the Agreement, or its equivalent in local currency according to the observed Dollar exchange rate set by the Central Bank for the day on which such guarantee has been taken.

Such documents must be taken from a Chilean or foreign banking or insurance institution that has representation in Chile and to whom SQM Salar S.A. can present for payment.

The document must remain valid throughout the term of the Agreement and, at least, 4 additional months after said term. Its gloss should state the following: **“To guarantee to SQM Salar S.A. the faithful compliance with the Agreement entered into with Corfo for the construction and operation of a Green Hydrogen Project.”**

The Selected Entity must extend the validity of the guarantee document, if up to 5 business days prior to its expiration date, the delivery of the Contribution has not been approved or all the obligations stipulated in the Agreement have not been fulfilled. If the Selected Entity does not comply with this obligation, Corfo may request SQM Salar S.A. the execution of the document that remains in its possession.

The guarantee will be executed by SQM Salar S.A., at the request of Corfo, in case of serious breach of the obligations assumed by the Selected Entity, by itself and/or by the Recipient Entity, in accordance with the Agreement.

For these purposes, the conducts indicated in paragraphs i. to xi. of number 10.2 and those that are established in the Agreement entered into with Corfo will be considered gross breach.

The guarantee for faithful compliance with the Agreement will be returned to the Selected Entity once all the obligations of its own and/or those of the Recipient Entity stipulated in that instrument have been fulfilled.

## **10.5 Delivery of the Contribution**

The Contribution will be subject to the availability of SQM Salar S.A.'s R&D Contribution, according to the promised annual delivery, who may allocate a maximum of USD 30,000,000 from March 2022, additional USD 10,000,000 from March 2023 and an additional USD 10,000,000 from March 2024, thus completing the Available Contribution of USD 50,000,000 for this Call.

Once the Corfo resolution that approves the Agreement indicated in number 10.2 above is fully processed, and having approved the Due Diligence procedure, the Selected Entity and/or the Recipient Entity, as the case may be, may request SQM Salar S.A. the delivery of the amount of the Contribution requested and stipulated in the Agreement, provided that it complies with the terms, conditions and requirements established below.

SQM Salar S.A. may require the signing of a contract with the Selected Entity and/or the Recipient Entity, if applicable.

### **10.5.1 Deadlines for delivery of the Contribution**

The Selected Entity will have a period of up to four years, counted from the processing of Corfo's resolution that approves the Agreement to request from SQM Salar S.A. the amount of the Contribution stipulated, for which purpose, the Selected Entity must previously

comply, at least, with the conditions, requirements and delivery of documents that are indicated in number 10.5.2. Said period may be extended once, provided that it is properly requested prior to its expiration, subject to prior authorization from Corfo, and up to one year.

### **10.5.2 General conditions associated to delivery of the Contribution**

- a) To accredit and demonstrate that the Project is in the Commissioning stage and the nominal power of Electrolyzers of the Project submitted in this Call was installed.
- b) To accredit and demonstrate that the total energy consumed by the Electrolyzer(s) is Renewable Energy<sup>2</sup>, through its own Renewable Energy generation; Renewable Energy Purchase Agreement or PPA; or acquisition of energy certificates with a renewable attribute<sup>3</sup>.
- c) In the event that the Selected Entity is a foreign company, it must have incorporated or acquired a stock corporation, company limited by shares or limited liability company within the granted period.
- d) In the event that the Selected Entity is not the company that receives the Contribution, the obligations of incorporation or acquisition of the company that will have the character of Recipient Entity must have been fulfilled, in time and manner as provided in these Terms and Conditions.

### **10.5.3 Accountability**

The Selected Entity must submit to Corfo reports on the rendering of expenses, within the terms established in the Agreement and prior to delivery by SQM Salar S.A. of the Contribution. Notwithstanding the private nature of the Contribution resources, for the purposes of the rendering of expenses that the Selected Entity must present, the provisions of Resolution No. 30, of 2015, of the Office of the Comptroller General of the Republic, which establishes rules of procedure on the rendering of accounts of public funds, or with the regulations that substitute or replace it. In addition, it must use the formats, deliver the contents and meet the conditions established in the regulations issued by Corfo for this purpose.

Co-financed expenses, as provided under number 4, executed by the Selected Entity or by the Recipient Entity, as the case may be, will require the corresponding technical relevance for approval.

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<sup>2</sup> If required, Corfo may consult with the corresponding entities to verify the origin of the electricity supply.

<sup>3</sup> Such certificates must be generated through a certification scheme that conforms to the current regulations on the matter at the time of their acquisition.

The technical relevance of an expense is understood to be the verification that Corfo makes of the relevance and suitability of the same with respect to the fulfillment of the goals and results of the Project, also verifying that they are framed within the fundable activities and particular conditions that are established in the Agreement.

#### **10.5.4 Inspections and tests**

Corfo, with its own or contracted personnel, or through officials from other public services, will be authorized to inspect and test the quality of the materials of the Electrolyzer(s) and the auxiliary systems that enable their operation, both during the installation of their components and afterwards. The Selected Entity and the Recipient Entity, as the case may be, will be obliged to provide all the information requested to verify that the used materials, processes or parts meet the requirements established in the Technical Terms and Conditions and conform to the terms offered by the Selected Entity in its Project and in other related documents.

## **11 GENERAL ASPECTS**

### **11.1 Settlement of disputes**

Corfo reserves the right to resolve any dispute or doubt regarding the correct meaning and scope, form and timing of application, and any other interpretative conflict that may arise from the application of this instrument. The foregoing, without prejudice to the resources established in the Law.

### **11.2 Confidentiality**

Corfo will take each and every step to maintain the confidentiality of the information submitted by the Applicant(s) during the Call, the nature of which will be reserved or whose disclosure could affect their business or economic rights, without prejudice to the obligations established by Act No. 20,285.

### **11.3 Intellectual and industrial property**

The Selected and Recipient Entity, as the case may be, will be fully responsible for any infringement of Act No. 17,336 on Intellectual Property or Act No. 19,039, on Industrial Property, originated in the design, construction, operation and maintenance, of the Green Hydrogen production Project.

If a claim is filed against Corfo for the unauthorized use of patents, trademarks or property rights in the supply, the Selected Entity must assume the financial and legal responsibilities that are imputed to Corfo, including the expenses of the process and the damages it may eventually be ordered to pay.

The Selected Entity undertakes to indemnify, defend and hold Corfo and its representatives harmless from any damages, for and resulting from any lawsuits, legal actions, losses, damages and expenses, including legal expenses, incurred as a result or in relation to any claim, whether or not legitimate, for infringement of any patent for the use of any type, material or process, or any part of them, that the selected entity has supplied under the Agreement to be entered into.

#### **11.4 Responsibility of applicants and application expenses**

It will be the responsibility of the Applicant(s) and/or the Selected Entity to verify their qualification or capacity to present their Proposal and sign the Agreement in case of being selected.

All expenses and costs of any kind incurred by the Applicants for the purposes indicated in the preceding paragraph will be their exclusive responsibility, without having the right to demand from Corfo any reimbursement or compensation for such concept or any other that has originated as a consequence of the present process.

#### **11.5 Responsibility of Selected Entity**

The Selected Entity and the Recipient Entity, as the case may be, will be responsible to Corfo for executing the Project. In the event that the Project is executed by a legal entity other than the Selected Entity, the former must be jointly and severally bound with respect to the obligations to be met by the Recipient Entity and executor of the Project, which will be regulated in the Agreement to be entered into with Corfo.

#### **11.6 Integrity agreement**

By the mere fact of presenting their proposal, the Applicant agrees to provide Corfo with all the information and documentation that is considered necessary and required according to this Call, expressly assuming the obligation to review and verify all the information and documentation presented, and to take all necessary steps to ensure the accuracy, integrity, legality, consistency, precision and validity of the same.

#### **11.7 Anticorruption laws**

In order to comply with the laws that prohibit bribery, money laundering, financing of terrorism and unlawful holding ("Anticorruption Laws"), as well as the internal regulations of Corfo and SQM Salar S.A. regarding the prevention of crimes of this nature, the Applicant is made aware that mechanisms will be contemplated to prevent the Contributions from being used for illegal purposes, illegitimate acts or as part of any crime included in the Anticorruption Laws. In addition, the Selected Entities and the Receiving Entities, if applicable, that receive the Contribution must go through a Due Diligence process and also

through the approval of the SQM's Compliance Program, according to the standards and requirements indicated in the Annex 5.

### **11.8 Environmental and social regulations**

The Selected Entity will be responsible for certifying that its Project will be viable from a social and environmental point of view, for which it must include an affidavit in which the representative indicates that the Project will fully comply with all current environmental and social regulations, in particular, that established in Act No. 19,300, on General Bases of the Environment and its Regulations.

### **11.9 Notifications**

Notifications will be made in the manner established in Act No. 19,880. Likewise, and by virtue of the provisions of article 30, letter a) and article 19, first paragraph of the same Act, the Applicant or the Selected Entity, may authorize and expressly consent that the administrative acts adopted by Corfo related to the Project be notified by sending a copy to the email provided in their application. In these cases, the notification will take effect from the day following its dispatch. The Applicant or the Selected Entity is obliged to keep the provided email updated and, any change to it, must be communicated to Corfo.

### III. APPENDICES

#### Appendix 1

##### Model of Foreign company affidavit

(This instrument is a model that must be amended to fit the needs of each particular relationship).

AFFIDAVIT.

The company \_\_\_\_\_, \_\_\_\_\_(RUT/CIF/TIN, etc.), located at \_\_\_\_\_, \_\_\_\_\_ (city), \_\_\_\_\_ (country), represented by the undersigned \_\_\_\_\_, as shown by \_\_\_\_\_ (individualization of document from which the power to represent the foreign company derives), has been incorporated under the laws of its domicile and is in full force and effect.

I further declare that, according to the law rules in force in the country of origin, this company pays taxes for activities similar to those charged with the First Category Tax in Chile, pursuant to the provisions of article 20 of Decree Law No. 824, of 1974.

Done at \_\_\_\_\_ (city), on this \_\_\_\_\_ (date).

\_\_\_\_\_  
[Name and RUT/DNI/SSN, etc. of foreign company's legal representative]

## Appendix 2

### **Model of Subcontractor's letter of commitment for the design, EPC, operation and/or maintenance of the Green Hydrogen Project.**

(This instrument is a model that must be amended to fit the needs of each particular relationship).

The company \_\_\_\_\_ (name), \_\_\_\_\_ (RUT/CIF/TIN, etc.), domiciled at \_\_\_\_\_, \_\_\_\_\_ (city), \_\_\_\_\_ (country), lawfully represented by the undersigned, hereinafter, the "Subcontractor", is a specialist in \_\_\_\_\_ (design, EPC, operation and/or maintenance) in Projects of the \_\_\_\_\_ sector(s) (energy, chemical industry, fuels, and/or other(s)).

During the year 2021, Corfo, which is a body of the Chilean State Administration, made a Call for the granting of the "Financing of Green Hydrogen Projects", the Terms and Conditions of which are known to the Subcontractor.

In accordance with the aforementioned Terms, national or foreign companies that subcontract to a company with experience in the construction or operation of Green Hydrogen, Gray Hydrogen and/or Renewable Energy production plants can participate in said Call.

By this letter, the Subcontractor undertakes to carry out the \_\_\_\_\_ (design, EPC, operation and/or maintenance) on the agreed terms of the Project, in case the Applicant \_\_\_\_\_ (indicate name of domestic or foreign company) is a Selected Entity or Transitory Selected Entity.

Done at \_\_\_\_\_ (city), on this \_\_\_\_\_ (date).

\_\_\_\_\_  
[Name and RUT/DNI/SSN, etc. of Subcontractor's legal representative]

## Appendix 3

### Form No. 1: Proposal Identification

Proposal Identification	
a) Proposal name	
b) Name or corporate name of Applicant	
Fancy name of Applicant (if any)	
c) TIN or ID of Applicant	
d) Name of legal representative	
E-mail authorized to receive communications and notifications	
e) Name of technical counterpart	
Address and e-mail of technical counterpart	
f) Subcontractor (if applicable)	
Name or corporate	
TIN or ID	
Name of legal representative	
g) Recipient Entity (if applicable)	
Name or corporate	
TIN	
Name of legal representative	
h) Nominal power of Electrolyzers in MW	
i) Commissioning date of the Project	
j) Renewable Source of Energy used for production of Green Hydrogen	
k) Amount of requested Contribution in million Dollars	
l) Annual sales in the 2019 or 2020 tax period in UF and Dollars.	
m) International risk classification of Applicant	

Any Proposal that fails to have this Form No. 1 will be declared **INADMISSIBLE**.

## Appendix 4

### Form No. 2: Applicant's financial background

Applicant's financial background

PROPOSAL NAME

Currency: Dollars

Name of Applicant			
Fiscal Year	Antepenultimate Year _____	Penultimate Year _____	Last Year _____
<b>CLASSIFIED CONSOLIDATED FINANCIAL STATEMENTS</b>			
TOTAL CURRENT ASSETS			
TOTAL NON CURRENT ASSETS			
TOTAL ASSETS			
TOTAL CURRENT LIABILITIES			
TOTAL NON CURRENT LIABILITIES			
TOTAL LIABILITIES			
TOTAL EQUITY			
TOTAL EQUITY AND LIABILITIES			
<b>CONSOLIDATED STATEMENTS OF PROFIT AND LOSS PER FUNCTION</b>			
INCOME FROM REGULAR ACTIVITIES			
COSTS OF SALES			
GROSS PROFITS			
PROFIT (LOSS) BEFORE TAXES			
NET PROFIT (LOSS) OF FISCAL YEAR			
<b>CONSOLIDATED AGGREGATE STATEMENT OF PROFIT AND LOSS</b>			
NET AGGREGATE RESULT OF THE FISCAL YEAR			

\*Any Proposal that fails to have this Form No. 2 will be declared **INADMISSIBLE**.

\*\*The contents of this Form No. 2, shall be consistent with that informed under number 0; otherwise, the Proposal shall be declared **INADMISSIBLE**.

## Appendix 5

### COMPLIANCE AND DUE DILIGENCE FOR THE SELECTED ENTITY AND THE RECIPIENT ENTITY

The Selected Entity, and the Recipient Entity, as the case may be, to receive the Contribution must comply with and deliver the documentation indicated below by virtue of the compliance and Due Diligence program followed by SQM, hereinafter the Company, namely:

#### 1. Documentation:

The Company, SQM Salar S.A., requires that its counterparts provide information that allows it to know them and evaluate the risks associated with anti-corruption issues that may arise, and the following information and forms may be requested:

- a) Form provided by the Company to the entity or entities;
- b) Copy of the deed of incorporation of the entity or entities, along with the publication and other requirements that the laws establish to account for the legal existence of the legal entity;
- c) Document that certifies the final owners of the legal entity, which must include their names and identity card. If the owner of the legal entity is another legal entity, the owners of said second legal entity must also be identified, and so on until reaching the natural persons;
- d) Letters of recommendation from third parties regarding their ethics and integrity. If the legal entity was recently created, certificates referring to its owners will be valid;
- e) Information on all workers of the entity or entities or their main executives if it is of considerable size. This information must include their names and identity cards, as well as information about their management body (for example, members of the board of directors), if any, also indicating their names and identity card;
- f) Documentation that proves the existence of a crime prevention model or equivalent compliance program (the "Program") implemented in the entity or entities;
- g) Simple affidavit undertaking to comply with the Code of Conduct for Business Partners of the Company (the "Code") and the Policy against Bribery and Corruption (the "Policy") during the execution of the contract, which will be duly delivered for analysis by the Company when appropriate;
- h) Criminal record certificate of all persons identified in the previous items;
- i) Document proving that the counterpart is the holder of a bank account;
- j) Accreditation of powers of attorney;
- k) Curriculum Vitae of the individuals who are in charge of the respective proposal or Agreement.

## 2. Approval criteria:

The Company's compliance department will review the background information to determine if;

- (i) the third party, its owners, directors or main executives are linked with Public Officials (according to the Policy);
- (ii) the third party, its owners, directors or main executives have been linked with, or investigated or sanctioned for, cases of bribery of a public official, bribery of a foreign public official, bribery between private parties, unfair administration, incompatible negotiations, money laundering, financing of terrorism or unlawful reception;
- (iii) the third party, its owners, directors or main executives appear on international lists of restricted persons;
- (iv) the third party, its owners, directors or main executives have adverse press publications in the media;
- (v) the third party has a Program.

Depending on the findings of the case, the Company's compliance department may request additional information, reject or approve under a scheme that guarantees a reduction in the assessed risk.

## 3. Post approval requirements:

Under the Program, the Company requires that all counterparts implement (if they do not have one), at least, a Code of Ethics (the "Code") and a policy against bribery and corruption within a period of 30 days from the date of signature of the contract. The Code must define the mission, vision and values of the entity, and regulate issues related to conflicts of interest, relationship with suppliers, anti-corruption, non-discrimination and respect for the environment, among other issues that may seem relevant in view of the circumstances. In turn, the policy should prohibit the making of all kinds of political contributions.

For those selected entities with more than 10 employees, a channel must also be implemented through which to file complaints about internal irregularities, and establish the mechanisms to respond to said complaints.

## 4. Contractual Clauses:

The contract or agreement to be entered into if selected must contain a standard clause on anti-corruption matters. Such clause will entitle the Company to unilaterally terminate the contract in the event that the entity, its owners or main employees are involved in cases of ethical misconduct or corruption under the contract. Such clause also contemplates that the due diligence process will be repeated every 2 years for all those cases in which the contract is valid for 3 years or more.

**H<sub>2</sub>**



**FIRST CALL  
FOR THE FINANCING  
OF GREEN HYDROGEN  
PROJECTS IN CHILE**

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