

ANNEXES

11.1 Project Presentation Form

QUESTION GUIDE

DESCUBRE SUPPLIER DEVELOPMENT PROGRAM

Instructions:

- **IMPORTANT:** Please remember this document is only a tool for your project creation. The official application and submission has to be done through the online platform.
- Before answering the online form, make sure to carefully read the Operational Bases "Rules and Conditions" of the Program.
- The form consists of 7 sections; it is necessary to complete each item of each section.
- The form must be downloaded and signed by the legal representative of the company, either with a digital signature or manually. If signed manually, **the entire document must be scanned.**

Section 1. INITIAL INFORMATION OF THE COMPANY

Type of ID: <input type="checkbox"/> Corporate ID <input type="checkbox"/> Personal ID
ID number: X-XXX-XXXXX (corporate ID) X-XXXX-XXXX (personal ID)

Section 2. REQUIREMENTS

CLARIFYING NOTE: If any of the following requirements **does not apply** to your productive activity, you will need to provide a note from the institution that issues said requirement indicating that **due to your activity such permit is not required.**

Attach legal capacity document and ID of the legal representative, in case of corporate entity or personal ID of the participant.	Attach proof
Must be registered and up to date with CCSS. https://sfa.ccss.sa.cr/moroso/	Attach proof
Be a micro, small or medium producer , group of producers or company (Up to 100 permanent workers).	Indicate Number of Workers
For groups of producers, cooperatives, or other types of trade organizations, please indicate the number of members:	Indicate Number of Associates
For groups of producers, cooperatives, or other types of trade organizations, please download the document named "Associates" and fill out the requested information.	Fill out the attached file "Associates"
Must have at least 3 hectares of own or rented land with a formal contract of at least 5 years, dedicated or that can be dedicated to the cultivation of abaca. Attach the property record in the beneficiary's name (you can inquire and download the record from the link http://www.registracional.go.cr/bienes_muebles/bienes_muebles_consultas.htm) or proof of the legal transaction between the registered owner of the estate and the beneficiary, be it a sworn declaration or contract.	Attach proof
Indicate Farm Number	
Must have the Agricultural Producer certificate from MAG or the Operating Permit from the Ministry of Health, if applicable.	Attach receipt
Must have the Unique Exporter Diagnosis (DUE).	The system automatically detects whether or not you have the DUE. If the response is negative, a request will be sent on behalf of your company. If you have any questions, you can write to descubre@procomer.com .

	Application deadline: July 28, 2021.
Any other permits required for your operation or the execution of the project:	Attach proof if applicable.

Section 3. GENERAL COMPANY DATA.

Company Trade Name: If an individual, please provide the full name.	Indicate Name:
Legal Name of the Company (corporate name): If an individual, please provide the full name.	Indicate Name:
Name of Legal Representative 1:	
ID of Legal Representative 1:	
Name of Legal Representative 2: (only if joint signature is needed)	
ID of Legal Representative 2: (only if joint signature is needed)	
Phone Number:	
Address:	Province: _____ Canton: _____ District: _____ Other indications: _____ Coordinates or georeferencing point: _____

Region:	<input type="checkbox"/> GAM <input type="checkbox"/> Huetar Norte <input type="checkbox"/> Huetar Caribe <input type="checkbox"/> Central Pacific
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	<input type="checkbox"/> Brunca <input type="checkbox"/> Chorotega
Email:	
Company's Business Activity:	
Is 50% or more of the company owned by women?	<input type="checkbox"/> Sí <input type="checkbox"/> No
<p>Is the competing company a related company?</p> <p>Related companies: companies that are part of a group, where one has economic control over the other, or are both under common control.</p>	<input type="checkbox"/> No <input type="checkbox"/> Yes. <p>If you answered Yes, please provide:</p> <p>Name of the related company:</p> <p>Corporate ID:</p> <p>Number of employees:</p> <p>Business activity of the company(ies) related to the competing company: Attach legal representation document(s):</p>

Section 4. PROJECT CATEGORY

According to the size of the company, choose only one of the following categories (A,B).

<input type="checkbox"/> Category A	Micro, small producers or companies (1-30 workers)
<input type="checkbox"/> Category B	Medium producers or group of producers or companies (31-100 workers)

Section 5. PROJECT DESCRIPTION

Name of the Project Manager: (person who will be the direct contact with PROCOMER and will oversee the project)	
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Email:	
Phone Number:	
Name of Project:	
General Objective: <i>It should include: What do you want to achieve? How? Why? Is it measurable?</i>	
Specific Objectives.:	

<i>Describe the necessary steps to achieve the overall goal. It's important that they are measurable and well-defined, as they will serve as a reference for the timeline and budget.</i>	
Project Description: You should describe in narrative form the purpose you aim to achieve with the allocation of the non-reimbursable fund. What is the problem/need? What's the solution? How would you achieve it? What would be the impact?	
Justificación Técnica: <i>Debe tomar en cuenta las siguientes preguntas generadoras ¿Cuál es la situación actual? ¿Cuál es la situación deseada? ¿Cuál es la importancia para la empresa? ¿Qué beneficios se espera alcanzar? Se recomienda identificar oportunidades de mejora a partir del uso de datos técnicos que soporten la iniciativa, a la vez, se recomienda adjuntar fichas técnicas o estadísticas con las que se cuente</i>	
Does the project impact the productivity and sales of the company?	<input type="checkbox"/> Yes. Provide data _____ <input type="checkbox"/> No

<p>Additional Information:</p>	<p><i>Attach technical sheets, statistics, projections, or other documents that allow you to justify the importance and impact of the project. Please attach in a single .zip or .rar file</i></p>
<p>Company's project team members:</p> <p>Collaborator 1</p> <ul style="list-style-type: none"> • Name • Phone: • Email: • Position within the organization • Role in the Project <p>You can add more collaborators if you wish..</p>	
<p>How many years of experience does the company have in abacá production?</p>	<p><input type="checkbox"/> 0</p> <p><input type="checkbox"/> 1 to 2 years</p> <p><input type="checkbox"/> 2 to 3 years</p> <p><input type="checkbox"/> 3 to 4 years</p> <p><input type="checkbox"/> More than 4 years</p>

<p>How many hectares will be impacted by the execution of the project?</p>	<p><input type="checkbox"/> 3 ha</p> <p><input type="checkbox"/> 3 to 6 ha</p> <p><input type="checkbox"/> 6 to 9 ha</p> <p><input type="checkbox"/> 9 to 12 ha</p> <p><input type="checkbox"/> More than 12 ha</p>
<p>Respecto a la preparación adecuada de los suelos. ¿Cuenta actualmente con al menos 3 ha limpias y preparadas para siembra?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Respecto al área de producción actual o potencial ¿cuenta con drenajes apropiados para la siembra (de aproximadamente 60-80 cm)?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>¿El proyecto requiere de permisos de funcionamiento adicionales, o de cualquier otro tipo para la ejecución del proyecto?</p>	<p><input type="checkbox"/> Yes. Elaborate _____</p> <p><input type="checkbox"/> No</p>

<p>In the context of COVID-19 and acknowledging that the funds granted by PROCOMER for this project are disbursed after payment has been executed (via 3 reimbursements).</p> <p>Does the company have the necessary cash flow to carry out the project?</p>	<p><input type="checkbox"/> Yes, it has the necessary cash flow.</p> <p><input type="checkbox"/> No, it doesn't have the necessary cash flow.</p> <p><input type="checkbox"/> Relies on loans, agreements with suppliers, funds from other projects, etc. Explain whether they are approved or in process and attach evidence.</p>
<p>Does the company plan to relocate its operations during the execution of the project?</p>	<p><input type="checkbox"/> Yes. Elaborate _____</p> <p><input type="checkbox"/> No</p>

Section 6. SCHEDULE AND BUDGET

Complete the "Activity Schedule and Budget" found online.

Section 7. ACCEPT TERMS AND CONDITIONS

<p><input type="checkbox"/> I declare that the information contained in this document, its schedule, and attached budget are truthful. If any falsehood is proven, I agree that the proposal be discarded from the selection process for obtaining the non-refundable seed capital funds.</p> <p><input type="checkbox"/> I agree to the terms stated in the Operational Bases, Rules, and Conditions of Call I of the Discover Supplier Development Program.</p> <p><input type="checkbox"/> I accept the financial assistance model through reimbursement, understanding that once my company has made all purchases or corresponding payments for each stage, I will submit the invoices to request their proper reimbursement for the project.</p>
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<p>Signature of legal representative or legal representatives (as determined by the legal entity) or signature of an individual.</p> <p>In both cases, a digital or physical signature can be used.</p>	<p>Name:</p> <p>Signature:</p> <p>Name:</p> <p>Signature:</p>
<p>Date:</p>	<p>Day: ___ Month: ___ Year: _____</p>

11.2 Section Guide 6 “Schedule and Budget”.

Step 1. Select project category as exemplified in the following image.

Cronograma y Presupuesto Original

Presupuesto
Seleccione una categoría

Categoría

De click y seleccione su categoría de proyecto

Montos Financiables según categoría de proyecto	
Monto otorgado por PROCOTER	\$0.00
Monto por imprevistos (10% del monto solicitado a Procomer)	\$0.00
Monto máximo posible otorgado por Procomer según categoría	\$0.00

Topes máximos de financiamiento (80% del proyecto) según categoría	
CATEGORÍA 1 (Bajas o pequeños)	\$12,000
CATEGORÍA 2 (Medianos)	\$18,000

CONCEPTO	MONTO PRESUPUESTADO
Monto total del proyecto	\$0.00
Monto solicitado a Procomer (incluye imprevistos) (incluye imprevistos)	\$0.00
Contrapartida	\$0.00
Monto mínimo de contrapartida	\$0.00

Detalle monto solicitado a Procomer	Monto presupuestado
Primer Reembolso	\$0.00
Segundo Reembolso	\$0.00
Tercer Reembolso	\$0.00

Step 2. Please proceed to complete each of the tables for reimbursement I, II, and III (one table for each reimbursement), as illustrated in the following images.

REEMBOLSO I

Complete la información solicitada.
RECUERDE: En las tablas de los reembolsos se colocan las actividades que el productor o la empresa se compromete a ejecutar de su proyecto

	Actividades	Fecha de inicio	Fecha de finalización	Entregable (evidencia de la actividad ejecutada)	Monto presupuestado de reembolso a Procomer	Monto presupuestado de contrapartida	Observaciones
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
					0.00	0.00	

Reembolso Procomer:	
Monto contrapartida:	\$0.00
Porcentaje del monto total:	0%

Al finalizar el llenado de las 3 tablas de los reembolsos, se muestra un cuadro de totales, en donde se puede verificar el monto solicitado a Procomer y el aporte de contrapartida

Imprevistos (10% del total de Presupuesto aportado por Procomer)	\$0.00
Monto total del II Reembolso (incluye imprevistos):	\$0.00
Porcentaje del monto total:	0%

El monto de imprevistos del proyecto se calculan automáticamente como parte del presupuesto del II reembolso

Una vez completado todo el formulario y verificados los montos, de click en **GUARDAR Y CONTINUAR** y prosiga al siguiente formulario

Guardar

Guardar y Continuar

The previous process is repeated for the 3 tables of the 3 reimbursements.

Step 3. Check the amounts and ensure compliance with the minimum counterpart

contribution. Save and continue the application process.

Complete las siguientes tablas con el desglose de las actividades propuestas de acuerdo con los objetivos del proyecto.
Recuerde:

- A. Respetar los porcentajes preestablecidos para solicitar el reembolso. Los porcentajes se indican en el título de cada cuadro de reembolso.
- B. Respetar la fecha máxima para solicitar el reembolso. Las fechas se indican en el título de cada cuadro de reembolso.

REEMBOLSO I

Del 20% al 25% del monto total del presupuesto aportado por Procomer. Fecha máxima: 09/07/2021



De click en el cuadro verde con un simbolo de "+" para abrir la tabla del I Reembolso. Una vez abierta la tabla, proceda a completar la información solicitada

Reembolso Procomer:	\$0.00
Monto contrapartida:	\$0.00
Porcentaje del monto total:	0%

11.3 Contract Draft.

**CONTRACT FOR THE FORMALIZATION OF
SEED CAPITAL FUND DELIVERY**

Between us, FOREIGN TRADE PROMOTER OF COSTA RICA, a non-state public entity, created by Law No. 7638, with legal ID number 3-007-196350, represented in this act by its General Manager PEDRO BEIRUTE PRADA, of legal age, once divorced, administrator and lawyer, resident of San José, with identity card number 1-886-408, hereinafter PROCOMER and COMPANY NAME, _____, with legal ID number , represented by its president with powers of a general attorney without a spending limit, LEGAL REPRESENTATIVE NAME,, with identity card number _____, hereinafter referred to as THE BENEFICIARY, we state that we have agreed to sign this contract to formalize the delivery of seed capital funds, which will be governed by the following clauses:

FIRST: Background and sworn statement

1. Creation Law of the Ministry of Foreign Trade of Costa Rica and of the Foreign Trade Promoter of Costa Rica, number 7638 from October 30, 1996.
2. Operational Bases, Rules and Conditions of the Call for the Discover Supplier Development Program, published on the project's website.
3. Operational Manual for the Discover Supplier Development Program.
4. **THE BENEFICIARY** declares under oath, at the time of signing this contract, that none of the prohibitions established in article 15 of **PROCOMER's** Procurement Regulations and articles 20 and 22 bis of the Administrative Procurement Law apply to them.

SECOND: Purpose

Under this contract, **PROCOMER** and **THE BENEFICIARY** formalize the delivery of seed capital funds, up to the amount of _____, legal currency of the United States of America.

THIRD: Nature of the funds and benefits

The funds made available to the **BENEFICIARY** are NON-REFUNDABLE in nature and will be used to carry out the approved productive transformation project for which they have been selected as the winner.

THE BENEFICIARY will receive support during the execution of these funds and specialized technical advice as part of the benefits granted under the Discover Suppliers Development Program.

However, the use of these funds and the benefits granted must strictly adhere to what is established in this contract, the operational bases, rules and conditions of the call, and the internal standard of **PROCOMER** called Operational Manual for the Discover Suppliers Development Program, as well as the guidelines established by **PROCOMER**.

FOURTH: Proper use of funds

The resources will be allocated to the development of the productive transformation projects approved by **PROCOMER**.

If improper use of the funds subject to this contract is demonstrated, the **BENEFICIARY** must immediately return the funds that had been allocated to their productive transformation project up to that point.

FIFTH: Maximum amount of non-refundable funds and liability limit

The BENEFICIARY will receive a non-refundable contribution of up to 80% of their project, which corresponds to _____ dollars. These funds will be directed to develop the approved productive transformation project. The remaining 20% of the budget must be covered by the beneficiary company, as a counterpart.

The costs incurred by **the BENEFICIARY** for the development of the project must fall within the maximum approved amount; therefore, any difference that may arise will be the exclusive responsibility of the **BENEFICIARY**, without implying any obligation on the part of **PROCOMER** to recognize more budget than the maximum assigned to the **BENEFICIARY**.

- e) Utilizar los bienes y servicios adquiridos con fondos de capital semilla, únicamente para el estricto cumplimiento de los objetivos del proyecto beneficiado.
- f) Cumplir en todo momento las reglas contenidas en las Bases Operativas, Normas y Condiciones de la Convocatoria y en el Manual Operativo emitido por **PROCOMER**.
- g) Presentar ante la Unidad de Alianzas Estratégicas de **PROCOMER**, en las fechas que se indicarán oportunamente, un informe sobre la ejecución del proyecto que al menos contenga los siguientes elementos:
 - i. Avance del plan de ejecución (resultados previstos en el contrato y resultados obtenidos).
 - ii. Avance en el uso de recursos financieros (recursos ejecutados y recursos proyectados en el contrato).
- h) Brindar la información a **PROCOMER** que sea necesaria para confeccionar los informes de seguimiento y cierre o aquellos que sean solicitados por la Auditoría Interna de **PROCOMER**, cualquier otro órgano de control establecido por **PROCOMER** o incluso a la Contraloría General de la República.
- i) Para las contrataciones de bienes y servicios realizadas al amparo del proyecto

beneficiado, se deberá de respetar el régimen de prohibiciones consignado en el artículo 22 bis de la Ley de Contratación Administrativa.

- j) Otorgar la información requerida por la Auditoría Externa que auditará el Programa Desarrollo de Proveedores Descubre.

SIXTH: Obligations of the BENEFICIARY

The BENEFICIARY commits to the following:

- a) Comply with the provisions established in this contract.
- b) Abide by the general provisions issued by **PROCOMER** as coordinator of the Development Program for Discover Suppliers.
- c) Act in good faith at all times.
- d) Retain all supporting documentation for making payments and subsequent reimbursement of expenses by **PROCOMER**.
- e) Use goods and services acquired with seed capital funds, solely for the strict fulfillment of the project's objectives.
- f) Comply at all times with the rules contained in the Operational Bases, Standards, and Conditions of the Call and in the Operational Manual issued by **PROCOMER**.
- g) Present to the Strategic Alliances Unit of **PROCOMER**, on dates to be timely indicated, a report on the execution of the project that contains at least the following elements:
 - i. Progress of the execution plan (results expected in the contract and results obtained).
 - ii. Progress in the use of financial resources (resources executed and resources projected in the contract).
- h) Provide information to **PROCOMER** necessary for preparing the monitoring and closing reports or those requested by **PROCOMER**'s Internal Audit, any other control body established by **PROCOMER**, or even the General Comptroller of the Republic.
- i) For the contracting of goods and services under the benefited project, the prohibition regime stipulated in article 22 bis of the Administrative Contracting Law must be respected.
- j) Provide the information required by the External Audit that will audit the Discover Suppliers Development Program.

SEVENTH: Financeable expenses

The resources to be invested in the projects of the Descubre Suppliers Development Program should consider the following types of financeable activities, which must be strictly conducive to achieving the objectives of each project:

- a) Purchase of inputs, materials, licenses, equipment, and accessories for the production of the good.
- b) Purchase of inputs, materials, equipment, and accessories for the development of prototypes or to expand the production of the good.
- c) Environmental certifications, quality, safety, and good agricultural and manufacturing practices.
- d) Professional services for obtaining certifications, process efficiency, product improvement (studies such as soil analysis, nutritional levels, among others), which may not exceed 45% of the budget established for each project.

EIGHTH: Non-financeable expenses

The following activities and/or expenses cannot be financed with funds granted by the Descubre Suppliers Development Program:

- a) Construction, readaptation, expansion, and/or remodeling of facilities.
 - b) Payment of debts, loans, credit card balances, and any other analogous item.
 - c) Legal expenses, stamps, or professional fees not directly related to the execution of the benefited project.
 - d) Distribution of dividends.
 - e) Acquisition of shares or capital increases.
 - f) Corporate rights.
 - g) Investment in bonds and other securities.
 - h) Acquisition of vehicles.
 - i) Payment of salaries, taxes (taxes, fees, and special contributions), or social charges.
 - j) Indemnities of any kind.
 - k) Rentals of movable or immovable property.
 - l) Acquisition of real estate.
 - m) Administrative expenses such as: basic services (electricity, water, gas, cleaning, internet, telephone, and mobile phone), accounting services, and administrative support staff.
 - n) Travel expenses and allowances.
 - o) Any other that is not strictly related to the achievement of the program's objectives.
- In addition, activities that could be considered typical of Research and Development projects at the undergraduate, postgraduate, master's, or doctoral thesis level, and other studies, publications, academic documents, unrelated or not directly contributing to the project's objectives will not be financed.

NINTH: Obligations of PROCOMER

PROCOMER commits to providing the necessary collaboration for the correct execution of the obligations assumed by **THE BENEFICIARY** and to comply at all times with the rules contained in the Operational Bases, Terms and Conditions of the Call and in the Operational Manual of the Program issued by **PROCOMER**.

TENTH: Disbursement Procedure

The granting of seed capital funds will be made through 3 disbursements after the acquisition of the good or service by THE BENEFICIARY (reimbursement) according to the dates and percentages indicated in the Operational Bases, Norms and Conditions of the Call, as follows:

- a) A first disbursement must be requested by November 05, 2021 at the latest and may not exceed US \$_____ dollars (legal currency of the United States of America).
- b) A second disbursement must be requested by April 01, 2022 at the latest and may not exceed US \$_____ dollars (legal currency of the United States of America).
- c) A third and final disbursement must be made by September 02, 2022 at the latest and may not exceed US \$_____ dollars (legal currency of the United States of America).

Included in the amount indicated for the third disbursement is 10% of the granted funds as "Contingencies". This amount can be used in whole or in part, depending on the justification, during the first, second, or third disbursement, as applicable.

All disbursements will be made in US dollars.

The amounts corresponding to the project will be channeled to the beneficiary through the Financial Administrative Department of PROCOMER. These funds will be safeguarded by PROCOMER, under the administrative and accounting procedures of this institution.

TENTH: Disbursement Procedure

The allocation of the seed capital funds will be carried out through 3 disbursements following the acquisition of the good or service by THE BENEFICIARY (reimbursement) according to the dates and percentages specified in the Operational Guidelines, Rules, and Conditions of the Call, namely:

- a) A first disbursement must be requested by no later than November 5, 2021 and may not exceed US \$ _____ dollars (official currency of the United States of America).
- b) A second disbursement must be requested by no later than April 1, 2022 and may not exceed US \$ _____ dollars (official currency of the United States of America).
- c) A third and final disbursement must be carried out by no later than September 2, 2022 and may not exceed US \$ _____ dollars (official currency of the United States of America).

In the amount indicated for the third disbursement, 10% of the funds granted as "Contingencies" is included. This amount can be used either in full or partially, depending on the justification in the first, second, or third disbursement, as the case may be.

All disbursements will be made in US dollars.

The amounts corresponding to the project will be channeled to the beneficiary through **PROCOMER's** Financial Administrative Directorate. These funds will be safeguarded by PROCOMER, following the administrative and accounting procedures of this institution.

ELEVENTH: Disbursement Suspension

PROCOMER may suspend the disbursements or cancel the undistributed part of the non-reimbursable funds immediately or, at its discretion, if any of the following circumstances were to occur:

- a) Non-compliance by the beneficiary company with any obligation stipulated in the MOP (Operational Manual, assuming the translation for MOP) or in the contract to be signed with **PROCOMER**.
- b) Any circumstance - including without limitation any organizational change affecting the beneficiary company - that, in **PROCOMER's** opinion, makes it unlikely to timely achieve the objectives of the benefited Project.
- c) If the beneficiary company or any of its partners breaches any other agreement it has entered into with **PROCOMER**.
- d) If disbursements are not properly documented or if there is a failure to collaborate adequately with **PROCOMER** by promptly providing information on the execution of the benefited project.
- e) If the beneficiary company, its employees, representatives, or agents, or any of its suppliers of goods and services (including consulting services) for the benefited Project, engage in any wrongdoing that jeopardizes the correct execution of the benefited project, including but not limited to acts of corruption, bribery, provision of false information, and generally any act that

represents a threat to ethics or that could negatively compromise the objective reputation of **PROCOMER**, its workers, or representatives.

Lastly, in case of proven inappropriate use of the funds, the beneficiary will be required to immediately repay all the funds granted up to that point, which in turn will result in the company's removal from the 'Desarrollo de Proveedores Descubre' Program.

TWELFTH: Term

The term of this agreement will be 12 months, starting from its signing.

THIRTEENTH: Termination of the contract and contractual breach

Breach of any of the clauses of this contract will entitle the parties to terminate it, without prejudice to any claims for damages. In this case, **THE BENEFICIARY** shall immediately return all sums that have been granted to him up to that moment.

It is also understood that both **PROCOMER** and **THE BENEFICIARY** may terminate this contractual relationship. A notification to this effect will suffice, which must be made at least two months in advance of the definitive termination date of this contract. In this case, if **THE BENEFICIARY** wishes to terminate the contract early, he must return all the funds granted up to that point.

FOURTEENTH: Duty of Execution

THE BENEFICIARY shall not assign or encumber this contract, nor in any way transfer or convey the benefits and obligations derived from this document. Should this occur, it will be deemed as a breach of contract.

FIFTEENTH: Regarding Coordination

The coordination and supervision of this contract will be overseen by the Strategic Alliances Unit of **PROCOMER**. This unit will be responsible for monitoring the correct execution of this contract, as well as reviewing the generated documentation, such as reports, follow-up letters, among others.

On the other hand, **THE BENEFICIARY** commits to designating a person who will act as **PROCOMER**'s contact for all matters related to the execution of this contract.

SIXTEENTH: Labor Obligations

No representative or employee of **THE BENEFICIARY** will be considered, under any circumstance, as an official or representative of **PROCOMER**. Consequently, both parties agree that no labor rights can be derived from this contract in favor of the

representatives or workers of **THE BENEFICIARY** or the person designated to fulfill the obligations set out in this contract.

It is also understood that **PROCOMER** will not assume any responsibility regarding the payment of any type of insurance or compensation for injuries, accidents, or other similar events that might affect any worker of **THE BENEFICIARY**, who, in turn, releases **PROCOMER** from any responsibility for such incidents.

Finally, it is understood that for all purposes, **THE BENEFICIARY** will be the employer of all its representatives and collaborators, in particular of the person designated for the execution of the obligations assumed by **THE BENEFICIARY**. Therefore, **THE BENEFICIARY** will be the sole responsible for the payment of labor benefits, social security, and related benefits as required by the applicable legislation in Costa Rica.

SEVENTEENTH: Confidentiality

Both parties agree that all information and materials obtained as a result of the execution of this contract will be considered confidential. Likewise, the effects of this clause will remain after the termination of the contract.

EIGHTEENTH: Dispute Resolution

All disputes or differences that may arise from the negotiation, execution, arrangement, interpretation, or termination of this contract shall be governed by the laws of Costa Rica, as well as by the provisions set out in the **PROCOMER** Contracting Regulations. The Courts of Justice of Costa Rica will have exclusive jurisdiction over any litigations generated by this contract.

NINETEENTH: Contractual Domicile

The contracting parties set the following contractual domiciles:

- **THE BENEFICIARY:** _____
- **PROCOMER:** Autopista Próspero Fernández, San Rafael de Escazú, adjacent to Hospital CIMA, Plaza Tempo Business Complex, third floor."

TWENTIETH: Estimation

For tax purposes, this contract is considered inestimable. It is clarified that, according to article 7 of Law No. 7210 and article 13 subsection a) of Law No. 7638, **PROCOMER** is exempt from the payment of taxes and duties it must pay, for the part that corresponds to it, in any contract it executes.

In witness whereof, we sign in duplicate, each of equal value, on September 3, 2021.

Pedro Beirute Prada General Manager	
PROCOMER	BENEFICIARY

11.4 Affidavit regarding the non-existence of conflicts of interest.

AFFIDAVIT

I, _____, in my capacity as legal representative of _____, the winning company of the "Programa Desarrollo de Proveedores Descubre" contest, declare under oath that there is no conflict of interest or similar situation that could affect the objectivity with which PROCOMER or the officials designated for this purpose, produce the technical reports required for the proper fulfillment of the objectives of the mentioned Program.

Furthermore, I declare that I am not in any of the situations established in article 22 bis of the Administrative Contracting Law and that the contracts I execute will consider this restriction.
San José, on the 03rd day of September 2021.

BENEFICIARY'S SIGNATURE

11.5 Article 22 Bis of the Administrative Contracting Law

Excerpt from Administrative Contracting Law No. 7494

Article 22 bis. - Scope of the prohibition. In the administrative contracting procedures promoted by the institutions subject to this Law, the following individuals are prohibited from participating as bidders, either directly or indirectly:

a) The President and Vice-Presidents of the Republic, ministers and deputy ministers, deputies to the Legislative Assembly, sitting justices of the Supreme Court of Justice and the Supreme Electoral Tribunal, the comptroller and deputy comptroller general of the Republic, the attorney general and the deputy attorney general of the Republic, the ombudsman and deputy ombudsman of the inhabitants, the national treasurer and deputy treasurer, as well as the national supplier and deputy supplier. In the case of popularly elected positions, the prohibition will take effect once the Supreme Electoral Tribunal officially declares the election results.

b) With the entity they serve, board members, executive presidents, managers and assistant managers, both of decentralized institutions and public companies, sitting councilors, and the municipal mayor.

c) Officials of the procurement and legal advisory departments, with respect to the entity they serve.

d) Public officials with influence or decision-making power at any stage of the administrative contracting procedure, even during its subsequent oversight, during the execution or construction phase.

It is understood that there is influence or decision-making power when the respective official, due to the type of duties they perform or the rank or hierarchy of the position they hold, can participate in decision-making or influence it in any way. This includes those who must issue opinions or technical reports, prepare or process any phase of the contracting procedure, or oversee the execution phase.

If there's doubt regarding whether the position is influenced by interference or decision-making power, before participating in the administrative contracting procedure, the interested party will consult the General Comptroller's Office of the Republic and will provide all evidence and information on the case, as stipulated in this Law's regulations.

e) Those who act as advisors to any of the prohibited officials, whether internal or external, personally or without any form of remuneration, regarding the entity for which said official provides services.

f) Legal entities in whose share capital any of the officials mentioned in the previous subsections participate, or those who hold managerial or representative positions. To exempt the respective firm from this rule, the sale or transfer of the respective share must have been made at least six months prior to the official's appointment and must have a confirmed date by any of the means allowed by civil procedural legislation. Any sale or transfer after this date will not exempt the legal entity from the prohibition as long as the appointment that originated it lasts.

For companies whose shares are registered in the National Securities and Intermediaries

Registry of the General Superintendency of Securities, this prohibition will apply when the official controls ten percent (10%) or more of the company's total subscribed capital. For this purpose, the administration will only require from the bidding legal entity a sworn statement that it is not subject to any of the prohibition causes established in this article.

(The previous paragraph was added by Article 3 of Law No. 8511 of May 16, 2006).

g) Non-profit legal entities, such as associations, foundations, and cooperatives, in which prohibited individuals serve as directors, founders, representatives, advisors, or in any other decision-making capacity.

h) The spouse, partner in a factual union, or close relatives by blood or affinity up to the third degree inclusive of the prohibited officials.

i) Legal entities in which the spouse, partner, or the aforementioned relatives hold more than twenty-five percent (25%) of the share capital or hold a managerial or representative position.

j) Individuals or legal entities that have acted as advisors at any stage of the contracting procedure, have participated in the drafting of specifications, designs, and respective plans, or must participate in their subsequent oversight during the execution or construction phase. This prohibition does not apply in cases where the design and construction of the work are jointly tendered, the alternative variants concerning the specifications, or the plans provided by the Administration.

Individuals and organizations subject to a prohibition will remain impeded for six months after the reason for it has ceased.

The following cases are exempt from the above prohibitions:

1. When dealing with a sole supplier.
2. When it pertains to the regular activity of the entity.
3. When there's a clear interest in collaborating with the Administration.

(Added by Article 65 of Law No. 8422, Law against Corruption and Illicit Enrichment in Public Office, dated October 6, 2004).