

ANEXXES

11.1 Project Presentation Form

QUESTION GUIDE

SUPPLIER DEVELOPMENT PROGRAM DISCOVER

Instructions:

- **IMPORTANT:** Remember that this document is only a support tool for the formulation of your project. The official completion and submission are made through the online platform.
- Before answering the online form, make sure to carefully read the Operational Bases "Standards and Conditions" of the Program.
- The form consists of 7 sections; it is necessary to complete each item in 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 COMPANY INFORMATION

Type of identification: <input type="checkbox"/> Legal ID <input type="checkbox"/> Identity Card
Company ID: X-XXX-XXXXX (corporate ID) X-XXXX-XXXX (personal ID)

Section 2. REQUIREMENTS

CLARIFYING NOTE: If there is any requirement from the following that does **not apply** to your productive activity, take into account that you must still provide a note from the institution that issues said requirement indicating that **your activity does not require that permit.**

Attach legal representation and ID of the legal representative, for legal companies, or the physical ID of the participant	Attach proof
Be registered and up to date with the CCSS (Social Security). 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 No. of workers
Provide evidence of a minimum experience of 2 years in cassava production that includes at least one of the following documents: planting records, sales invoices to other companies, formal references from buying companies, or visits records from MAG, for the specified period.	Attach proof
Have at least 1 hectare of own land or rented with a formal contract of at least 3 years, dedicated to cassava cultivation. Attach property record in the beneficiary's name (you can consult and download the record from the link http://www.registronacional.go.cr/bienes_muebles/bienes_muebles_consultas.htm) or proof of the legal transaction between the registered owner of the property and the beneficiary, whether it's a sworn declaration or contract	Attach proof
In Indicate Property Number.	
I declare that I do not produce with modified seeds (non-GMO) or pesticides prohibited or restricted by the SFE and EPA-FDA, and I comply with the maximum allowed residue limits.	<input type="checkbox"/> I declare <input type="checkbox"/> I do not declare
Have the Agricultural Producer certificate from MAG or the Operating Permit from the Ministry of Health if applicable.	Attach proof
Have the Unique Exporter Diagnosis (DUE).	The system automatically detects whether you have the DUE or not; if the answer is negative, a request will be sent on behalf of your company.

	<p>If you have any questions, you can write to descubre@procomer.com. Maximum request date: July 28, 2021.</p>
Any other permit required for your operation or the execution of the project:	Attach proof if applicable.

Section 3. GENERAL COMPANY DATA.

Company's Commercial Name: If an individual, please indicate the full name.	Indicate name:
Nombre Legal de la Empresa (razón social): If an individual, please indicate 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 required)	
ID of Legal Representative 2: (only if joint signature is required)	
Phone number:	
Address:	Province: _____ Canton: _____ District: _____ Other details: _____ Coordinates or georeferencing point: _____
Region:	<input type="checkbox"/> GAM <input type="checkbox"/> Huetar Norte

	<input type="checkbox"/> Huetar Caribe <input type="checkbox"/> Central Pacific <input type="checkbox"/> Brunca <input type="checkbox"/> Chorotega
Email:	
Company's Commercial Activity:	
Does 50% or more of the company belong to one or more women?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the competing company a related company? Related companies: companies that are part of a group, in which one of them has economic control over the other, or are subject to common control.	<input type="checkbox"/> No <input type="checkbox"/> Yes. Indicate name, legal ID, number of workers, and commercial activity of the company(ies) related to the competing company. Attach legal representation(s).

Section 4. PROJECT CATEGORY

According to the company size, select 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

NProject Manager's Name: <i>(the person who will be the direct contact with PROCOMER and will follow up on the project)</i>	
Email:	
Phone number:	
Project Name:	
General Objective: <i>t should contain what is the goal? How? For what purpose? Is it measurable?</i>	
Specific Objectives:	

<p><i>Describe the necessary steps to achieve the general objective, it is important that they are measurable and delimited as they will be a reference for the schedule and budget.</i></p>	
<p>Project Description:</p> <p><i>It should narratively describe the purpose that is intended to be achieved with the assignment of the non-refundable fund. What is the problem/need? Solution, how would you achieve it? What would be the impact?</i></p>	
<p>Technical Justification:</p> <p><i>Should consider the following guiding questions: What is the current situation? What is the desired situation? What is its importance to the company? What benefits are expected to be achieved? It is recommended to identify opportunities for improvement based on the use of technical data that supports the initiative, at the same time, it is advisable to attach technical sheets or statistics that are available.</i></p>	
<p>Does the project impact the company's productivity and sales?</p>	<p><input type="checkbox"/> Sí. Indicate data _____</p> <p><input type="checkbox"/> No</p>
<p>Additional Information:</p>	<p><i>Attach technical sheets, statistics, projections, or others that allow you to justify the importance and impact of the project. Please attach in a single .zip or .rar file.</i></p>
<p>Project team from the participating company:</p> <p>Collaborator 1</p> <ul style="list-style-type: none"> • Name • Phone: • Email: • Position within the organization • Role in the Project <p><i>You can add more collaborators if you wish.</i></p>	
<p>How many years of experience does the company have in cassava production?</p>	<p><input type="checkbox"/> 2</p> <p><input type="checkbox"/> 3 to 5 years</p> <p><input type="checkbox"/> 6 to 8 years</p> <p><input type="checkbox"/> More than 8 years</p>
<p>How many hectares will be impacted by the execution of the project?</p>	<p><input type="checkbox"/> 1 ha</p> <p><input type="checkbox"/> 2 to 4 ha</p>

	<input type="checkbox"/> 5 a 7 ha <input type="checkbox"/> More than 8 ha
Regarding the proper preparation of the soil, do you currently have at least 1 ha prepared for planting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Regarding the current or potential production area, do you have suitable drains for planting (approximately 60-80 cm deep)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the project require additional operating permits, or any other type for the execution of the project?	<input type="checkbox"/> Yes. Elaborate _____ <input type="checkbox"/> No
In the COVID-19 context and acknowledging that the funds provided by Procomer for this project are disbursed after payment has been made (through 3 reimbursements), does the company have the necessary cash flow to carry out the project?	<input type="checkbox"/> Yes, it has the necessary cash flow. <input type="checkbox"/> It does not have the necessary cash flow. <input type="checkbox"/> Depends on loans, agreements with suppliers, funds from other projects, etc. Please explain if they are approved or in process and attach evidence.
Does the company plan to relocate its operations during the execution of the project?	<input type="checkbox"/> Yes. Elaborate _____ <input type="checkbox"/> No

Section 6. SCHEDULE AND BUDGET

Complete the "Activity Schedule and Budget" found online.

Section 7. ACCEPT TERMS AND CONDITIONS

<input type="checkbox"/> I declare that the information contained in this document, its schedule, and attached budget are truthful. If falsehood is proven, it is accepted that the proposal will be discarded from the selection process to obtain the non-refundable seed capital funds.
<input type="checkbox"/> I accept what is indicated in the Operational Bases, Rules, and Conditions of Call I of the Supplier Development Program.
<input type="checkbox"/> I accept the financial assistance model through reimbursement, understanding that once my company has made all purchases or payments corresponding to each stage, I will present the invoices to request their proper reimbursement to the project.

Signature of legal representative or legal representatives (as determined by the legal entity) or signature of an individual. In both cases, it is possible to use a digital or physical signature.	Name:
	Signature:
Date:	Name:
	Signature:
	Day: __ Month: _ Year: ____


11.2 Section 6 Guide "Schedule and Budget"

Step 1. Select your project category as illustrated 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 PROCOMER	\$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 A (Micro o pequeños)	\$12.000
CATEGORÍA B (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

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

Step 2. Proceed to complete each of the tables for reimbursements I, II, and III (there's a table for each reimbursement), as illustrated in the subsequent images.

Complete las siguientes tablas con el desgloce 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%

Complete la información solicitada.
RECUERDE: En las tablas de los reembolso 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	

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

Step 3. Verify the amounts and ensure compliance with the minimum counterpart. Save and continue the application process.

Reembolso Procomer:	\$0.00
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
Suma total del III Reembolso (incluye imprevistos):	\$0.00
Porcentaje del monto total:	0%

➔ El monto de imprevistos del proyecto se calculan automaticamente como parte del presupuesto del III reembolso

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

Guardar

Guarda y Continúa

11.3 Contract Draft

CONTRACT FOR THE FORMALIZATION OF SEED CAPITAL FUNDS

Between us, **FOREIGN TRADE PROMOTER OF COSTA RICA**, a non-state public entity created by Law No. 7638, legal entity identification number 3-007-196350, represented in this act by its General Manager **PEDRO BEIRUTE PRADA**, of legal age, divorced once, manager and lawyer, resident of San José, with identity card number 1-886-408, hereafter **PROCOMER** and **COMPANY NAME**, _____ with legal identity number _____ represented by its president with powers of a full-fledged attorney without a sum limit, **LEGAL REPRESENTATIVE NAME**, _____ with identity card number, hereafter referred to as **THE BENEFICIARY**, we state that we have agreed to enter into 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 of October 30, 1996.
2. Operational Bases, Rules, and Conditions of the Call for the Discover Suppliers Development Program, published on the project's website.
3. Operational manual for the Descubre Suppliers 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 the **PROCOMER** Contracting Regulations and articles 20 and 22 bis of the Administrative Contracting Law apply to him.

SECOND: Object

By virtue of this contract, **PROCOMER** and **THE BENEFICIARY** formalize the delivery of seed capital funds, up to the sum of **AMOUNT**, _____ 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 he has been elected as the winner.

THE BENEFICIARY will receive accompaniment during the execution of these funds and specialized technical advice as part of the benefits granted within the framework of the Descubre 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 Descubre Suppliers Development Program, as well as the guidelines set by **PROCOMER**.

FOURTH: Proper use of funds.

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

If improper use of the funds under this contract is proven, **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 maximum non-reimbursable contribution of up to 80% of their project, equivalent 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.

Any costs incurred by **THE BENEFICIARY** for the project development must fit within the approved maximum amount, so any difference that might arise will be exclusively borne by **THE BENEFICIARY**; this does not imply any obligation on **PROCOMER's** part to recognize more budget than the maximum assigned to **THE BENEFICIARY**.

EL BENEFICIARIO recibirá una contribución máxima no reembolsable de hasta el 80% de su proyecto, que corresponde a _____ dólares. Dichos fondos estarán dirigidos a desarrollar el proyecto de transformación productiva aprobado. El restante 20% del presupuesto deberá ser sufragado por la empresa beneficiaria, a título de contrapartida.

Los costos en que incurra **EL BENEFICIARIO** para el desarrollo del proyecto deberán enmarcarse en el monto máximo aprobado, por lo que cualquier diferencia que se pudiera generar, correrá por cuenta exclusiva de **EL BENEFICIARIO**; sin que ello implique obligación alguna de parte de **PROCOMER** de reconocer más presupuesto que el asignado con carácter máximo a **EL BENEFICIARIO**.

SIXTH: Obligations of THE BENEFICIARY

THE BENEFICIARY agrees to do the following:

- a) Comply with the provisions established in this contract.
- b) Abide by the general provisions issued by **PROCOMER** as coordinator of the Descubre Suppliers Development Program.
- c) Act in good faith at all times.
- d) Retain all backup documentation for making payments and subsequent reimbursement of expenses by **PROCOMER**.
- e) Use goods and services purchased with seed capital funds solely for the strict fulfillment of the objectives of the benefited project.
- f) Always follow the rules contained in the Operating Bases, Norms and Conditions of

the Call and in the Operational Manual issued by **PROCOMER**.

- g) Present to **PROCOMER's** Strategic Alliances Unit, on timely specified dates, a report on the project execution that includes, at a minimum, the following elements:
 - i. Progress of the execution plan (expected results in the contract and achieved results).

- ii. Progress in the use of financial resources (executed resources and resources projected in the contract).

- h) Provide the information required by **PROCOMER** for the creation of follow-up 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) Provide the information required by the External Audit that will audit the Descubre Suppliers Development Program.
- j) Provide the information required by the External Audit that will audit the Descubre Suppliers Development Program.

SEVENTH: Financeable expenses

The resources to invest in the projects of the Discover Suppliers Development Program should consider the following types of financeable activities, which must strictly lead to the fulfillment of the objectives of each project:

- a) Purchase of supplies, materials, licenses, equipment, and accessories for the production of goods.
- b) Purchase of supplies, materials, equipment, and accessories for prototype development or to expand goods production.
- 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 cannot exceed 45% of the budget established for each project.

EIGHTH: Non-financeable expenses

The following activities and/or expenses cannot be financed with funds provided 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 similar 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 (duties, 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, telephony, and mobile telephony) accounting services and administrative support staff.
- n) Travel expenses and per diems.
- o) Any other not strictly related to the fulfillment of the program's objectives.

Additionally, activities that might be considered typical of Research and Development projects at the undergraduate, postgraduate, master's, or doctoral thesis level, and other studies, publications, academic documents not related or not directly contributing to the project objectives will not be funded.

NINTH: Obligations of PROCOMER

PROCOMER commits to providing the necessary collaboration for the correct execution of the obligations assumed by **THE BENEFICIARY** and to always comply with the rules contained in the Operating Bases, Norms 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 obtaining the good or service by **THE BENEFICIARY** (reimbursement) according to the dates and percentages indicated in the Operational Bases, Rules, and Conditions of the Call, namely:

- a) A first disbursement must be requested by November 5, 2021, and cannot exceed US \$_____ (dollars, the legal currency of the United States of America).
- b) A second disbursement must be requested by April 1, 2022, and cannot exceed US \$_____ (dollars, the legal currency of the United States of America).
- c) A third and final disbursement must be made by September 2, 2022, and cannot exceed US \$ _____ (dollars, the legal currency of the United States of America).

The amount indicated for the third disbursement includes 10% of the funds granted as "Unforeseen". This amount may be used in full or in part, depending on the justification in the first, second, or third disbursement, as the case may be.

All disbursements will be made in American 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**, under the administrative and accounting procedures of this institution.

ELEVENTH: Suspension of Disbursements

PROCOMER may suspend disbursements or cancel the un-disbursed part of the non-reimbursable funds, immediately or, at its discretion, should any of the following circumstances occur:

- a) Non-compliance by the beneficiary company with any obligation stipulated in the 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** judgment, 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) Disbursements are not adequately documented or there is no proper collaboration with **PROCOMER** in providing timely information on the execution of the benefited project.
- e) If the beneficiary company, its employees, representatives or agents, or any of its goods and services providers (including consultancy services) for the benefited Project, commit any misconduct that jeopardizes the correct execution of the benefited project, including but not limited to acts of corruption, bribery, providing false information, and generally committing any act that poses a threat to ethics or could negatively affect the objective reputation of **PROCOMER**, its workers, or representatives.

Finally, if misuse of funds is demonstrated, the beneficiary will be required to immediately repay all the funds granted up to that point, which will also result in the company's separation from the Descubre Suppliers Development Program.

TWELFTH: Term

The term of this contract will be 12 months, counted from its signing.

THIRTEENTH: Termination of the contract and contractual breach

Failure to comply with any of the clauses of this contract will entitle the parties to terminate it, without prejudice to the corresponding actions for damages. In this case, **THE BENEFICIARY** must immediately return all sums granted to him up to that moment. It is understood, furthermore, that both **PROCOMER** and **THE BENEFICIARY** may terminate this contractual relationship, which will be sufficient with a notice to that effect, which must be made with a minimum notice of two months from the final termination date of this contract. In this case, if **THE BENEFICIARY** wishes to terminate the contract prematurely, he/she must return all the funds granted at that time.

FOURTEENTH: Duty of execution

THE BENEFICIARY may not assign or encumber this contract, nor in any way transfer or transfer the benefits and obligations arising from this document. If this happens, it will be considered a breach of contract.

FIFTEENTH: Coordination

The coordination and supervision of this contract will be in charge of 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.

For his part, **THE BENEFICIARY** commits to designating a person who will act as **PROCOMER**'s contact for everything related to the execution of this contract.

SIXTEENTH: Labor Obligations

No agent or employee of **THE BENEFICIARY** will be considered, in any case, an official or representative of **PROCOMER**. By virtue of the foregoing, both parties agree that this contract cannot give rise to any labor rights in favor of **THE BENEFICIARY's** representatives or workers or the person designated for the execution of the obligations established in this contract.

It is also understood that **PROCOMER** will not assume any responsibility for the payment of any kind of insurance or compensation for injuries, accidents, or similar events that may eventually be suffered by any worker of **THE BENEFICIARY**, who in turn releases **PROCOMER** from any responsibility for these types of incidents.

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

SEVENTEENTH: Confidentiality

The 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 controversies or differences that may arise from the negotiation, execution, arrangement, interpretation, termination of this contract, will be governed by the laws of Costa Rica, as well as by what is established in the **PROCOMER** Contracting Regulation. The Courts of Justice of Costa Rica will have exclusive jurisdiction over any disputes generated by this contract.

NINETEENTH: Contractual Domicile

The contracting parties establish the following contractual domiciles:

- **THE BENEFICIARY:** _____
- **PROCOMER:** Autopista Próspero Fernández, San Rafael de Escazú, contiguo al Hospital CIMA, Complejo Empresarial Plaza Tempo, tercer piso.

TWENTIETH: Valuation

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

In faith of the above, we sign in duplicate of equal value on September 3, 2021.

Pedro Beirute Prada General Manager	_____
PROCOMER	BENEFICIARY

11.4 Affidavit on the Non-existence of Conflicts of Interest.

AFFIDAVIT

The undersigned, _____, in my capacity as legal representative of _____, the winning company of the "Supplier Development Program Descubre" contest, hereby swear 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, carry out the required technical reports for the proper fulfillment of the objectives of the said Program.

Furthermore, I declare that I am not in any of the situations set out in Article 22 bis of the Administrative Contracting Law, and that the contracts I execute will take this restriction into account.

San José, September 3, 2021.

_____ SIGNATURE OF BENEFICIARY

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 administrative contracting procedures promoted by institutions subject to this Law, the following persons 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 generals of the Republic, the attorney general and the deputy attorney general of the Republic, the defender and deputy defender of the inhabitants, the national treasurer and deputy treasurer, as well as the national supplier and deputy supplier. In cases of elected positions, the prohibition will take effect from the moment the Supreme Electoral Tribunal officially declares the election results.
- b) The board members, executive presidents, managers, and deputy managers of decentralized institutions and public companies, sitting council members, and the municipal mayor, within their own entity.
- c) Officials from the supply and legal advisory departments concerning the entity in which they provide their services.
- d) Public officials with influence or decision-making power at any stage of the administrative contracting procedure, including its subsequent oversight, during the execution or construction phase.

It is understood that there is interference or decision-making power when the respective official, because of the type of functions he/she performs or the rank or hierarchy of the position he/she serves, can participate in decision-making or influence them in any way. This assumption includes those who must issue opinions or technical reports, prepare or process any of the stages of the contracting procedure, or oversee the execution phase.

When there is doubt about whether the position held is affected by interference or decision-making power, before participating in the administrative contracting procedure, the interested party will consult the General Comptroller of the Republic and will send all the evidence and information of the case, as provided in the Regulations of this Law.

e) Those who act as advisors to any of the officials affected by prohibition, whether internal or external, personally or without any kind of remuneration, regarding the entity for which said official provides his/her services.

f) Legal entities in whose share capital any of the officials mentioned in the previous sections participate, or those who hold management or representation positions. For the sale or transfer of the respective social participation to be able to exempt the respective firm, it must have been made at least six months before the appointment of the respective official and must have a certain date by any of the means that civil procedural legislation allows. Any sale or transfer after that date will not exempt the legal entity from the prohibition to contract, as long as the appointment that originates it lasts.

For companies whose shares are registered in the National Registry of Securities and Intermediaries of the General Superintendency of Securities, such prohibition will apply when said official controls ten percent (10%) or more of the total subscribed capital of the company. 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 causes of prohibition established in this article.

(The previous paragraph was added by article 3° of law N° 8511 of May 16, 2006).

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

h) The spouse, partner, or companion in a de facto union of officials covered by the prohibition, as well as their relatives by blood or marriage up to the third degree inclusive.

i) Legal entities in which the spouse, partner, companion, or relatives mentioned in the previous section own more than twenty-five percent (25%) of the share capital or hold some management or representation position.

j) Natural or legal persons who have acted as advisors at any stage of the contracting procedure have participated in the preparation of specifications, respective designs, and plans, or must participate in their subsequent supervision, in the execution or construction phase. This prohibition will not apply in cases where the design and construction of the work are jointly tendered, alternative variants regarding specifications, or plans provided by the Administration.

Persons and organizations subject to a prohibition will maintain the impediment until six months have elapsed since the cessation of the cause that originated it.

The above prohibitions do not apply in the following cases:

1. If it concerns a sole supplier.
2. If it is the ordinary activity of the entity.
3. If there is a manifest interest in collaborating with the Administration.

(As added by Article 65 of Law No. 8422 Law against Corruption and Illicit Enrichment in Public Service, October 6, 2004).