



ANNEX 3 – SITE STANDARDS AND PROCEDURES

1. COMPANY NORMS (SIGMEL)

SIGMEL mean Integrated Management System of Minera Escondida Limitada, it's based on 7 management elements. Is a dynamic system supported by documentation, this means that objectives, requirements, regulations, procedures, registers and others aspects of the system are documented.

The 7 management elements are:

1. Leadership
2. Strategic Planning
3. Organizational structure
4. Suppliers and contractors management
5. Risk management
6. Legal and corporate requirements, and commitments
7. Assurance and corrective actions

All the documents that form SIGMEL, are available in the following link:

<https://www.mel.cl:449/sigmel/sigmel.aspx>

The Contractor declare that have received, read, know completely and accepted, and every aspect is included on the quotation for the goods and services provided to the company.

In SIGMEL are included all the document related to Health, Safety, Environment and Community that need to be consulted, and followed to guarantee that the activities are made accomplishing the legal and corporate requirements by Minera Escondida.

The principal document is the Special Regulation for Contractor and Subcontractor companies. It establishes the administrative procedures, requirements, and obligations in the areas of HSEC Risk Prevention that Contractor and Subcontractor Companies must follow in carrying out the activities and/or services contracted by Minera Escondida, in order to ensure appropriate hygiene and safety conditions for all the workers and to care for the Environment.

Also contains the Route map to company and people, key information to assure an efficient new contract implementation. These Route maps are located on the section “*Legal and corporate requirements, and commitments*”.



2. CONTRACTOR COMPANIES' ALCOHOL AND DRUG PREVENTION PROGRAM

2.1 REQUIRED INCLUSIONS:

The company's Internal Order, Hygiene and Safety Regulations must explicitly include preventive alcohol and drug medical tests of its workers. These tests must cover four types:

- 1) Pre-occupational tests,
- 2) Tests for investigation of incidents/accidents,
- 3) Random tests, and
- 4) Tests for reasonable cause.

If the company's Internal Regulations only contemplate random alcohol and drug testing, the company can include the program with the commitment to update its regulations to include the other three types of controls.

The regulations must be known to all the company's workers that are assigned to Escondida, and must be presented to the Regional Secretary of the Ministry of Health and the Labour Inspection Board.

The company must send Minera Escondida a copy of its Internal Regulations approved by these entities.

The company must establish its procedure to follow in case of obtaining a non-negative result in the preventive tests. Minera Escondida asks the company to remove the worker with the non-negative result from the site. The company must define in its internal regulations the destination of the worker while waiting for the results of the counter test, whether that is to relocate the worker, send the worker for rehabilitation, etc. Also, the company must define the person who is the responsible supervisor to be contacted by the Polyclinic staff if a non-negative result is obtained. The contact data for that person shall be provided to the Polyclinic staff when starting the tests.

Once these requisites are completed, the company will be in conditions to sign this contract.

2.2 PUTTING THE PREVENTIVE PROGRAM INTO OPERATION

Once the signed mandate is received, the company is contacted through its SPA to provide the instructions for starting the random medical tests.

The number of tests that each company that is included in the program must perform monthly is 10% of the staff that works in Escondida, as a minimum, with no maximum limit. The method for selecting the workers to be tested will remain at the company's own criteria.

The cost of the tests is assumed by Minera Escondida.

The list of the workers to be tested must be sent to the Polyclinic staff the day before by e-mail to the polyclinic address policlinico.mina@bhpbilliton.com also indicating the data of the person to be contacted in case a non-negative result is obtained. We ask that this list be sent directly to the Polyclinic staff in order to safeguard the confidentiality of the information.



Non-negative cases are reported to the contact person indicated, and a counter sample will be taken of the worker tested, which will be sent to a certified laboratory for analysis.

The results of this counter sample must be collected by the worker and a company representative, with support regarding the chain of custody and identity, at Washington 2701, 4th floor, from the nurse from the Safety Mutual who is in charge of alcohol and drugs, starting 15 business days after the test is performed.

3 ALCOHOL AND DRUG PREVENTION PROGRAM AUTHORIZATION AND MANDATE

ONE: The Contractor expresses that according to its regulations and other internal norms, and for the purpose of protecting the lives and safety of its workers and to comply with the provisions in the current labour regulations and Supreme Decree No. 72 of the Ministry of Mining, Mining Safety Regulations, it is authorized to carry out the controls necessary to verify the use of alcohol, drugs, or illegal psychotropic substances or narcotics on the part of its workers. These controls can be performed, among others, in case of incidents or accidents and through random systems, and can be carried out directly or through a third party that the company itself defines, always in compliance with current legal norms.

TWO: By this instrument, the Contractor commissions and authorizes Minera Escondida Limitada, hereinafter the ‘Company’ to actually carry out, either directly or through third parties, alcohol and drug tests of its own workers who carry out their duties inside the Company’s premises, at the exclusion of potential pre-occupational tests, all in accordance with the following rules:

- a) These controls can be carried out directly by the Company or by whom it designates, according to the procedure it provides for that purpose, which the Contractor knows and accepts.
- b) The Contractor promises to timely inform the Company of any modification made in the Contractor’s Regulations in the area of alcohol and drug testing.
- c) The Contractor declares and accepts that the Company can carry out the commission assigned to it and authorized in this instrument, at any time or opportunity.
- d) This mandate and authorization will remain in effect for the entire term of the Contract indicated in the first clause above and cannot be voided by the Contractor without the Company’s express authorization. The foregoing does not prevent the Contractor from directly carrying out the controls it deems appropriate according to its own procedures.
- e) The Contractor expressly accepts the Company’s authority to terminate this mandate or authorization early, at any time and without expressing a reason, and without the right to any type of indemnity.
- f) This authorization and mandate will be without the obligation to render accounts, with the Company being released from any claim for damages that could be brought against it as a result of carrying out or not carrying out the assignment for which it is authorized.

4 NOTIFICATIONS AND COMMUNICATIONS

Any notification or communication under the terms of this Contract shall be made in writing by the Contract Administrator on the part of the Contractor, addressed to the Company’s Contract Administrator, or vice versa.



It will be sent by certified mail or courier, with acknowledgement of receipt, to the address of the contracting Party established in the Contract, or to the address that has been determined by means of a written notification.

The Company can, at any time, decide to replace or supplement the means referred to above with the use of the “Digital Work Log DJL” for Contract communications and notifications, the use of which will be mandatory starting on the date indicated by the Company, unless that Digital Work Log DJL” was already operative at the start of the Work or Service. In these cases, communications relative to the coordination and ongoing control of the Works or Services contracted will be made through the respective Digital Work Log.

The Company’s Contract Administrator and the Contractor’s Contract Administrator can designate and authorize another person to use the referenced logs, leaving the name and position of the delegate expressly indicated in the respective log. This notwithstanding, the parties can agree to use additional logs for laboratory controls, topography, inspection, or others, according to the needs and volume of information to be handled. Record of the existence of these additional media shall be made in the referenced Work Log or log of communications, either physical or digital.

The “Digital Work Log DJL” as a means of Contract communications and modifications, will be governed by the following provisions:

- It will constitute the only formal means of communication between the parties, and its use will be mandatory for them, except for notifying events and decisions that must be communicated in another manner as indicated in this Contract. For the purposes indicated, the Company defines the application entitled “Digital Work Log (hereinafter DJL)” as the informational system or software that operates on the Internet.
- All formal communications between the representatives designated by the parties; that is, the Contract Administrators, will be formulated through the DJL application, using the Master, Multidivisional or Divisional Work log, as applicable. Each communication, called a transaction, shall be signed with an advanced digital signature. It will be at the Contractor’s responsibility and cost to obtain it from the organisms legally accredited for that purpose.
- Any transaction that one of the parties records in the Digital Work Log will be considered known by the other, without any proof other than its sending and signature.
- The communications that are made through this medium can include indistinctly, only as an example, any of the following contents:
 - The status of the operation and the availability of machines and equipment, when applicable.
 - Completion or delay in the work program and contractual milestones.
 - Observations on the way the Contract is being executed.
 - Observations regarding safety and risk control, and regarding incidents or events that affect the environment.
 - Acceptance of provisional, partial, single or final milestones of the Works.
 - Entry and exit of machinery and equipment resources, when applicable.
 - Incidents, whether accidents, near misses, or operational failures.
 - Rejection, approval or observations regarding quality or a procedure under their control.
 - Breach or delay in fulfilling any of the parties’ obligations.
 - Insurance and warranties.



- Fines.
- Interferences.
- Progress of the Works.
- Additional withholdings.
- Requests, claims.
- Resources used.
- Changes of upper-level staff.
- Increase or reduction of the Works.
- Modifications to the work program.
- Change Orders.
- Extraordinary works.
- Contractor's labour obligations.
- Increases or reductions of the term.
- Partial or total stoppage.
- Acts to initiate activities.
- Act to handover land, as applicable.
- Partial and final performance assessments.

The Work log, or communications log, cannot be used in any respect to communicate matters that could modify clauses or essential obligations of the parties emanating from the Contract.

If it is necessary to establish communications between other persons involved in executing the Contract, for example technical inspection, specialists, laboratories or others, the parties can agree to use additional computer logs. Record of their existence shall be made in the Digital Work Log. In any case, that additional digital log shall meet all the requirements of the Master Work Log. If it is agreed to use an additional digital log, it will be called "Auxiliary Work Log No. X" and will operate supplementarily to the Master, Multidivisional, or Divisional Work Log, as applicable. Also, the parties will agree in writing whether each Auxiliary Work Log requires simple or advanced digital signatures. In any case, if simple or advanced digital signatures are required, it will be at the responsibility and cost of each party to obtain them from the organisms accredited for that purpose. That Auxiliary Work Log No. X will not go into effect until accreditations have been obtained for the simple or advanced digital signatures as applicable.

In the event of a contradiction or conflict between the Work log or the different Logs indicated in this clause, the order of precedence will be 1) what each party's Contract Administrator indicates in the Multidivisional or Divisional DJL, as applicable, and 2) what each party's Contract Administrator indicates in the respective Auxiliary Work Log.

The foregoing paragraphs will apply notwithstanding the communications recorded in the Minutes of Meetings, in which case the document signed by the attending members shall be validated by the Administrators by converting them into an electronic file, digitally signed by them and included in the digital communications log.



Communications prior to the implementation of the digital system agreed upon will continue to have the validity that has been originally assigned to them in the Contract.

Definitions: For all purposes of the Contract, the terms will have the following meanings:

- i. Digital Work Log, or also DJL: The technological platform that is used as a sole element of formal communication during the term of the Contract. It enables formalising, in a digital environment, the communications between the parties, allowing each of them access to certain Logs.
- ii. Master Work Log: The electronic tool of mandatory use, utilising the DJL platform, which enables formalising communications between the Company's and the Contractor's Contract Administrators.
- iii. Auxiliary Work Log: The electronic tool that enables communications between the specialists of each party who are involved in executing the Contract, for example, technical inspection, prevention specialists, daily operation, or any other person who participates as a Technical Advisor of each party in the Work or Service.

5. SINGLE SITE LOG

In compliance with the provisions of the 5th article of Supreme Decree 76 of Law 16.744 "ON SAFETY AND HEALTH MANAGEMENT IN WORK ON JOBS, WORKSITES OR SERVICES, it will be mandatory for contractor companies and their subcontractors that involve people inside Minera Escondida's facilities or its easements to open a Master Job Log and automatically 4 auxiliary books intended for keeping information up to date as stipulated in that norm. The following will be the Auxiliary Job Logs:

- Timeline of Activities: Must contain all the regular scheduling of activities related to the contract.
- Law 16.744 Visits: Must contain the records of visits by the Law 16.744 administrator agency to the contractor company and its subcontractors.
- Payment to the Safety Mutual Company: Record of payment of the contractor's own legal obligation and that of its subcontractors.
- Risk Register: For the contractor and subcontractor companies

Also, the contractor must have access to contract administration systems in order to keep the information required by the authorities up to date.

6. OTHER MATTERS

6.1 Continuous Improvement

Part of the Contract is the willingness of the parties to work together for the continuous improvement of the Services or Works contracted, focusing on aligning the objectives that allow for optimising management.

In order to improve the management of the service, the parties must:

- Search systematically and continuously for weaknesses, deficiencies and errors in the processes in which they directly or indirectly participate, and propose new work methods that can eliminate them
- Participate in the continuous improvement of service processes, searching for opportunities to:
 - a) Eliminate risks to people, equipment, installations and the environment.
 - b) Optimise processes, reducing the total cost of ownership and the use of resources.
 - c) Minimize operating, maintenance and/or repair times.



- d) Increase the staff's productivity.
- e) Recognize new technologies for the service. Prior to their application the parties must acknowledge that they will respect the possible intellectual property rights involved.
- f) In particular, the parties must concentrate on the activities that contribute improvements to the KPIs defined in the Contract

The improvement ideas proposed must be presented in the management report and discussed in the monthly meeting, in order to select and prioritise those that must be evaluated through the methodology that the Company defines. This methodology will also be used for the phases of implementation and benefits capture

In order to evaluate improvements, the Contractor must provide on its own initiative and at the Company's request all information needed for the applicable evaluations, principally related to the cost structure before and after the improvements are implemented

6.2 Cost Reduction Benefits

In order to encourage the search for benefits and as part of the "Win-Win" policy, the Company offers the Contractor the opportunity to increase its profit margins through the systematic search for cost reductions and greater efficiencies.

The reductions in the base cost of the Contract derived from improvements in the work processes developed and implemented in conjunction with the Company will be shared between the Company and the Contractor Company with 50% for each party.

The items to consider in the benefits will be those found in the cost structure of the Contract. The cost savings must be permanent, defined as those that without involving new changes in the Contract operating conditions are maintained until the end of the Contract.

The benefits gained on the base cost of the Contract will be included through contractual modifications and will then be presented as discounts from the monthly billing.

In the Progress Payment and the Monthly Management Report, the Contractor must indicate the benefits for the month and cumulative since the improvements were implemented.

7 OVERALL HSEC REQUIREMENTS AND BUSINESS CONDUCT IN AREAS OF EXTREME RISK OF REPUTATION.

Compliance	Requirements	Defined in
Corruption, bribery and extortion	The vendor must comply with BHP Billiton's anti-corruption requirements	Contract: "Anti-corruption" article Annex 3: in MEL CODE OF BUSINESS CONDUCT, CHAP. 3: CORRUPTION page 32.
HSEC	The vendor must comply with BHP Billiton's HSEC requirements regarding work completed as part of a supply contract with BHP Billiton.	Annex 3: – SITE STANDARDS AND PROCEDURES, Article 1: Company Standards and in the Special Regulations for Contractors and Subcontractors Article 11 Chilean Standard for Health, Safety and Environment



		Program
Laws and regulations	The vendor must comply with the letter and when clear, with the intent of all laws and regulations regarding its business conduct. This includes an understanding of the laws and regulations regarding its work and compliance with the legal requirements of the country in which it is working.	Contract: Article: "Obligations of the Contractor". Annex 3: Special Regulations for Contractors and Subcontractors Article 6: Compliance with Laws, Regulations and Resolutions of the Authorities.
Labour Rights	Requirements	Defined in
Child labour	Children cannot be contracted to work before completing their mandatory education (determined by local laws). Notwithstanding the legal requirements, the minimum age for starting to work must not be less than 15 years.	Annex 3: MEL CODE OF BUSINESS CONDUCT, 2: Equal employment page 20-21, Special Regulations for Contractors and Subcontractors, Article 6: Compliance with Laws, Regulations and Resolutions of Authorities, Chilean Standard: Labour Code, BOOK I: INDIVIDUAL WORK CONTRACT AND JOB TRAINING. Chapter I : "INDIVIDUAL WORK CONTRACT" and Chapter II: "CAPACITY FOR HIRING AND OTHER NORMS REGARDING CHILD LABOUR"
Forced or mandatory work	The vendor must state that its workers do not perform forced or involuntary work or servitude.	
Freedom of association	The vendor must: • adopt an open attitude toward the legitimate activities of unions;	Annex 3: Special Regulations for Contractors and Subcontractors Article 6: Compliance with Laws, Regulations and Resolutions of Authorities. Chilean Standard: Labour Code, Book III: UNION ORGANIZATIONS AND PERSONNEL DELEGATE. Chapter IX: DISLOYAL OR ANTI-UNION PRACTICES AND THEIR



		SANCTION.
	<ul style="list-style-type: none"> The workers' representatives must be allowed to carry out their legitimate representation function in the workplace and must not be discriminated against for that. 	<p>Annex 3: Special Regulations for Contractors and Subcontractors Article 6: Compliance with Laws, Regulations and Resolutions of Authorities. Chilean Standard: Labour Code, Book III: UNION ORGANIZATIONS AND PERSONNEL DELEGATE. Chapter V: ASSEMBLIES</p>
Living wage	<p>Wages and benefits paid for a standard work week must comply at least with the national legal standards or reference points for the local industry, whichever is greater. In states where there is no minimum wage law, the vendor must try to establish a minimum living wage that provides an adequate standard of living for all its employees and their dependents.</p>	<p>Annex 3: Special Regulations for Contractors and Subcontractors Article 6: Compliance with Laws, Regulations and Resolutions of Authorities. Chilean Standard: Labour Code, Book I: INDIVIDUAL WORK CONTRACT AND JOB TRAINING. Chapter B: REMUNERATIONS, Art. 44. Law 20689, Modification of Minimum Wage</p>
No discrimination and diversity	<p>The vendor must:</p> <ul style="list-style-type: none"> provide a work environment in which all people are treated fairly and cultural, ethnic, religious and other types of factors such as gender are respected; 	<p>Annex 3: MEL CODE OF BUSINESS CONDUCT, CHAP 2: Equal employment page 21. Chilean Standard: Labour Code, PRELIMINARY TITLE, article 2</p>
	<ul style="list-style-type: none"> Offer employment based on merit; 	<p>Annex 3: MEL CODE OF BUSINESS CONDUCT, CHAP 2: Equal employment page 21</p>



	<ul style="list-style-type: none"> • Not base employment decisions on attributes not related to job performance (including but not limited to race, colour, sex, religion, personal relations, national origin, age, disability, political beliefs, marital status, sexual orientation, and family responsibilities). 	<p>Annex 3: MEL CODE OF BUSINESS CONDUCT, CHAP 2: Equal employment page 21. Chilean Standard: Labour Code, PRELIMINARY TITLE, article 2</p>
	<p>Decisions regarding vendors, customers, contractors and other interested parties must be based on merit.</p>	<p>Annex 3: MEL CODE OF BUSINESS CONDUCT, CHAP 4: Maintaining Relations with Vendors, page 48</p>
<p>Health and safety at work</p>	<p>The vendor shall provide:</p> <ul style="list-style-type: none"> • safe and healthy work facilities, adequate precautionary measures to protect employees against risks related to the work and advise them of the hazards in the workplace; 	<p>Contract: Article: "CONTRACTOR'S OBLIGATIONS". Annex 3: Health, Safety and Environment Program. Chilean Standard: Labour Code, BOOK II: PROTECTION OF THE WORKERS</p>
	<ul style="list-style-type: none"> • regular and documented training of workers in health and safety; 	<p>Contract: Article: "CONTRACTOR'S OBLIGATIONS". Annex 3: Health, Safety and Environment Program Chilean Standard: Labour Code, BOOK II: PROTECTION OF THE WORKERS</p>
	<ul style="list-style-type: none"> • clean and safe lodging that meets the workers' basic needs (when applicable) 	<p>Contract: Article: "CONTRACTOR'S OBLIGATIONS". Annex 3: Health, Safety and Environment Program. Chilean Standard: Labour Code, BOOK II : PROTECTION OF THE WORKERS</p>
	<p>The vendor must:</p> <ul style="list-style-type: none"> • Obey all the laws, regulations and directives in the countries in which contract activities are carried out in order to provide a safe and healthy workplace; 	<p>Contract: Article: "CONTRACTOR'S OBLIGATIONS". Annex 3: Health, Safety and Environment Program</p>



	<ul style="list-style-type: none"> • implement systems to prevent injuries and illnesses, including safety norms against fires at work; preparation for emergencies and response plans; occupational/industrial hygiene standards; adequate lighting and ventilation; safeguards on machinery; reporting and investigation of injuries and occupational illnesses; reasonable access to potable water; 	<p>Contract: Article: "CONTRACTOR'S OBLIGATIONS". Annex 3: Health, Safety and Environment Program. Chilean Standard: Labour Code, BOOK II: PROTECTION OF THE WORKERS</p>
	<ul style="list-style-type: none"> • assign responsibility for health and safety to a company representative 	<p>Contract: Article: "CONTRACTOR'S OBLIGATIONS". Annex 3: Health, Safety and Environment Program. Chilean Standard: Labour Code, BOOK II: PROTECTION OF THE WORKERS</p>
Treatment of employees	The vendor must create and maintain an environment where all employees are treated with dignity and respect, and no threat of violence, exploitation or sexual abuse, harassment, or psychological or verbal abuse must be used.	<p>Contract: Not found. Annex 3: MEL CODE OF BUSINESS CONDUCT, 2: Equal employment page 20 - 21. Chilean Standard: Labour Code, PRELIMINARY TITLE, articles 1 and 2</p>
Environment	Requirements	Defined in
Biofuels	Biofuels must only be obtained from global companies that have policies or standards for the sustainable supply of biofuel components; that is, that demonstrate that the biofuels are not obtained in conflict with agriculture, biodiversity or other environmental values and that they have a positive greenhouse gas emissions profile over their life cycle.	



List of World Heritage sites and Areas Protected by the IUCN	Materials must not be obtained from places of Cultural Heritage or from areas protected by the International Union for Conservation of Nature (IUCN).	Annex 3: HSEC ENVIRONMENT STANDARD, Article 5.1.1 Territorial Management and Article 6. Documents and references. HSEC Technical Manual – HSEC Terms and Definitions, page 9.
Community	Requirements	Defined in
Interaction with the community	The vendor, as well as its employees, must treat the members of the community with dignity and respect. They must not cause impact on the health, safety or wellbeing of the members of the community by being involved in activities such as: threatening behaviour, violence, sexual exploitation or abuse, or verbal or psychological harassment or abuse.	Annex 3: MEL CODE OF BUSINESS CONDUCT, Chap. 2, Building a relationship with the Communities page 34.

8. BILLING AND PAYMENT TERMS

8.1 Loading in the Electronic Services Entry Sheet system (eSES):

A Contractor who is enrolled in the Supply Centre platform will receive Purchase Orders (orders to proceed) on this platform. Once the service is provided, the eSES must be generated, which corresponds to the progress payment for the period the services being billed were executed

Only in exceptional cases, those contractors who are not enrolled in Quadrem, after receiving the Purchase Order number, can request the generation of a manual SES on the website www.sbschile.cl ("SES Request" section)

8.2 Approval of Payment Statement through SES or eSES:

The SES or eSES will be validated by the Contract Administrator or the person he designates in the system according to the Company's internal procedures, and will be subject to fulfilment of the following conditions:

- The SES or eSES has been entered on time and the amount to be billed coincides with the Contract process and with the information from the Payment Statement, and also includes the supporting documents in a digital file on the dates committed.
- The supporting documents include the following certificates issued by a certification entity (Labour Entity or Entities or private Relevant Institutions Inspección del Trabajo o Entidades o Instituciones Competentes privadas duly authorised), corresponding to the immediately



preceding period the Payment Statement (clause 18.10 a)) [construction contract] (clause 11.1) [services contract]:

Certificate of Compliance with Labour and Social Security Obligations

Certificate of Labour and Social Security Background Data

The Company can additionally or in replacement of the former certificates request from the Contractor, any other evidence that could be reasonably satisfactory, that certifies fulfilment of labour and social security obligations previously mentioned.

- The amount billed agrees with the supporting documentation for the work performed and accepted in conformity.
- The preliminary Monthly Management Report is received along with the Payment Statement and contains updated information for the corresponding period, when applicable.
- The Monthly Management Meeting for the prior month has been held, when applicable, and the final Report is published in the Systems that the company designates.

8. Billing

8.3.1 Electronic Billing

Minera Escondida requires vendors to present electronic invoices. For that, Contractors that are authorized by the Internal Revenue Service ("S.I.I.") to issue electronic tax documents will present electronic invoices ("FEL" for their initials in Spanish) according to the processes established for electronic billing, meeting the requirements that the law indicates for their issuance, and also the following.

Once the number of the approved eSES is received, the Contractor will proceed to issue its invoice, which once issued according to the law, shall be sent in XML format to the following e-mail address escondidarecepcion@custodium.com.

This address is the Company's electronic repository and is the only address set up to receive electronic invoices. The receipt for the electronic invoice issued by Acepta.com will not constitute acceptance of the content of the electronic invoice.

The notice of acceptance or rejection of the electronic document will be sent to the mail that the vendor entered in the SII for receiving this information.

Invoices that require additional information (such as certificates from the Labour Inspection Entry, reports of Consignment or Progress Payments) shall be sent in parallel by the Contractor to the Company's offices located at Av. Américo Vespucio Sur, 10th Floor.


Electronic invoices must also meet the following requirements for their processing:

- Enter the Purchase Order number in the field established by the S.I.I. in the document "Electronic Tax Documents Format 2006-07-20 Version 1.0", which is reference 801.
- Include an individual reference number that the Company can cite when remitting payment. In the case of Services, the SES/eSES No. (in the case of not having access to field 801 line 2 in XML format to include the SES number, it must be included in the detail of the invoice), and for supplies, the waybill number.
- Identify the item number in the detail of products or services established by the S.I.I. in the document "Electronic Tax Documents Format 2006-07-20 Version 1.0". The identification is defined with the code "QBLI" following the position associated with the item in the Purchase



Order. The details of the information that the Contractor must obtain from the Purchase Order, how the "XML" file must be generated from the electronic invoice (FEL), and general considerations regarding different cases (billing of services, billing of purchases of material, etc.) are included in the figure shown on the next page of this document.

The Contractor shall obtain from the Purchase order the Purchase Order Number and the position numbers specified in numbers (2) and (3) of the following figure:

		<p>Orden de Compra 6200000000 (1) (2) Minera Escondida Limitada</p> <p>Toda la Correspondencia, incluyendo las facturas y los paquetes, deben llevar como referencia, el número de orden de compra que arriba se indica</p> <p>Pág. 1 de 4</p> <p>Fecha: 12.02.2007 Contacto: Teléfono: 02 330 57 57 Fax : 3 330 57 57 Correo: Juan Carlos Arias E. Nuestra Referencia: XXXX FY07</p>																																												
<p>RUT: XX.XXX.XXX - X COMPAÑÍA DE PRUEBA LAS CONDES Avda. Las Condes S/N SANTIAGO</p> <p>Contacto: XXXX Teléfono: XXXXXX Fax: XXXXXX Correo: xxxx@xxxx.cl</p>																																														
<p>Enviar Factura a: BHP Shared Business Services, Américo Vespucio 100, Las Condes, Santiago. Detalles de Facturación: Minera Escondida Limitada RUT: 79.587.210 - 8 Giro: Explotación de Otras Minas y Canteras Avda. La Minería 501, Antofagasta, Chile Si se emitió G. de Despacho, señale dirección indicada en ella (s)</p>		<p>Dirección y Lugar de Entrega : COMPAÑÍA DE PRUEBA LAS CONDES Avda. Las Condes S/N SANTIAGO Número de Orden: 6200000000 Centro: XXXX - MEL - Mina Atención: JUAN CARLOS ARIAS Lugar de Descarga: BODEGA MINA</p>																																												
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1	1	C/U		PRODUCTO X	15.02.2007	100.000	100.000																																							
(3) 2	(4) 2	(5) C/U	(6)	PRODUCTO Y	18.02.2007	(7) 60.000	(8) 120.000																																							
3	4	C/U		PRODUCTO Z	20.05.2007	40.000	160.000																																							
TOTAL:						380.000																																								



The Contractor shall generate the electronic invoice with the following requirements:

Ref	Requerimientos	En XML
(1)	Se debe indicar que tipo de documento hace referencia la Factura Electrónica. ORDEN DE COMPRA	<Referencia> <NroLinRef>1</NroLinRef> <TpoDocRef>801</TpoDocRef> <FolioRef>620000000</FolioRef> (2) <FchRef>2007-02-12</FchRef> <RazonRef>ORDEN DE COMPRA</RazonRef> (1) </Referencia>
(2)	El campo que contiene la O.C. debe ser numérico y debe contener 10 dígitos. Todas nuestras ordenes de compra, para materiales empiezan con 62XXXXXXXX, para Servicios 63XXXXXXXX. No existe otra nomenclatura. En caso de no cumplir este requerimiento, (ya sea por que no se incluye o es erróneo) la factura será rechazada y devuelta al proveedor.	
(3)	La posición (Pos.) de la Orden de Compra debe ser un campo numérico y debe mantener el mismo orden en la factura Electrónica, es decir, cada línea de detalle debe contener una referencia a la línea de la Orden de Compra en el código del ítem y tipo de Código QBLI. Se debe facturar ítem por ítem, es decir, se debe especificar en la factura los mismos ítems y en el mismo orden o posición que en la Orden de Compra. Esto implica que no se puede hacer un resumen del tipo: "Según Guía de Despacho". En caso de facturar parcialmente, la factura debe mantener el N° de posición original de la Orden de Compra como referencia en cada ítem. En este ejemplo, el PRODUCTO Z debe contener la referencia QBLI con valor 3. De esta forma, nuestros sistemas pueden realizar el matching perfecto de la OC con la Factura enviada por el proveedor.	<Detalle> <NroLinDet>1</NroLinDet> <CdgItem> <TpoCodigo>QBLI</TpoCodigo> <VlrCodigo>1</VlrCodigo> (3) </CdgItem> <NmbItem>PRODUCTO X </NmbItem> (6) <QtyItem>1</QtyItem> (4) <UnmdItem>UN</UnmdItem> (5) <PrcItem>10000.00</PrcItem> (7) <MontoItem>10000</MontoItem> (8) </Detalle> <Detalle> <NroLinDet>2</NroLinDet> <CdgItem> <TpoCodigo>QBLI</TpoCodigo> <VlrCodigo>2</VlrCodigo> (3) </CdgItem> <NmbItem> PRODUCTO Y</NmbItem> <QtyItem>2</QtyItem> <UnmdItem>UN</UnmdItem> <PrcItem>60000.00</PrcItem> <MontoItem>120000</MontoItem> </Detalle> <Detalle> <NroLinDet>3</NroLinDet> <CdgItem> <TpoCodigo>QBLI</TpoCodigo> <VlrCodigo>3</VlrCodigo> (3) </CdgItem> <NmbItem> PRODUCTO Z </NmbItem> <QtyItem>4</QtyItem> <UnmdItem>UN</UnmdItem> <PrcItem>80000.00</PrcItem> <MontoItem>160000</MontoItem> </Detalle>
(4)	La cantidad (Ctd.) debe ser indicada como aparece en la Orden de Compra	
(5)	La Unidad (Uni) debe ser indicada como aparece en la Orden de Compra (C/U, Mts, Lts, etc). En caso contrario, debe contactarse al comprador para modificar la OC.	
(6)	La descripción (Código Material Descripción) debe ser lo más cercana posible a la O.C. enviada por BHPBilliton, se debe facturar ítem por ítem, en el mismo orden de la O.C. En el caso de las facturas valorizadas a tipo de cambio, se debe ingresar el valor del Tipo de Cambio utilizado	
(7)	El precio (Precio Unitario) debe estar en pesos Chilenos	
(8)	El total (Valor CPL) debe estar bien calculado.	

The electronic invoice shall appear as shown in the following figure:



Compañía de Prueba
Industria de Pruebas.

Avda. Las Condes S/N. Las Condes

RUT: XX.XXX.XXX - X
FACTURA
ELECTRONICA
N° 10000

S.I.I - SANTIAGO CENTRO

Señor (es) : MINERA ESCONDIDA LTDA	Comuna : LAS CONDES
Dirección: : A. VESPUCCIO SUR N° 100 PISO 7	Ciudad : SANTIAGO
R.U.T. : 79.587.210 - 8	Forma de Pago
Giro : CANTERAS	Fecha de Emis : 12-feb-07 Fecha Venc.: 14-marz
EXPLOTACION DE OTRAS MINAS Y	

Doc. Referencia	Folio	Fecha	Razon Ref.
(1) ORDEN DE COMPRA	(2) 6200000000	12 de Febrero de 2007	

N°	Cantidad	Unidad	Código	Descripción	Precio	Desc/Recargo	Total
1	1.00	C/U		Producto X	100.000		100.000
(3) 2	(4) 2.00	(5) C/U		(6) Producto Y	(7) 60.000		(8) 120.000
3	4.00	C/U		Producto Z	40.000		160.000

SON:



Timbre Electrónico SII
Res. Del 02-03-2006 Verifique documento:
www.sii.cl

Montos Totales		
Subtotal	\$	380.000
Descuento	\$	
Exento	\$	
Neto	\$	380.000
IVA 19%	\$	72.220
Total	\$	452.220
Saldo Anterior	\$	
Valor a Pagar	\$	

If the invoice does not meet the foregoing requirements, it cannot be processed, whereby the Company will be authorised to make a claim against its content within the time periods indicated in this instrument.

The cession of a credit contained in an electronic invoice shall be done through electronic means and will be made known to the Company in accordance with law through an annotation in the Electronic Public Record of Transferences administered by the S.I.I.



If the invoice is prepared with a Purchase Order in dollars, the exchange rate used shall be indicated on the invoice.

If for any reason the prices of the Purchase Order are modified by the buyer, the Contractor shall invoice based on the information from the last Purchase Order issued.

Exactly the same procedure established in the foregoing points applies for Credit Notes.

If an electronic invoice that meets the requirement has not been recorded because there is no warehouse receipt, the electronic invoice or waybill with the stamp that the outside transportation company stamps on those documents will be requested by mail in order to accredit the receipt and arrange for the processing of the electronic tax document.

8.3.2 Manual Billing

The Contractor shall prepare and present its invoices in accordance with the following:

Once notification of approval of the Progress Payment is received through the approved SES/eSES number (Response to the SES) or the stamped waybill, it will issue its invoice only for the amount approved on that document, sending it with the legal number of copies to the Company with a cover letter indicating that its content is an invoice and its number, addressed exclusively to:

Minera Escondida Limitada

Américo Vespucio Sur 100, 10th floor

Las Condes

Santiago

Explicit reference will be made on the invoice to the contract number and the purchase order or service order number and the SES/eSES/waybill that covers that billing, enabling matching the Contractor's invoice with that information. The lack of any of the above, or errors in them will cause the rejection of the invoice and delays in payment. If the invoice does not include explicit reference to the items mentioned in this paragraph, the Company will be authorized to return the invoice and the waybill or waybills, as applicable, when delivered or to make a claim against their content within the time periods provided in this instrument.

The Contractor promises not to send its invoices to an address or destination other than the one indicated, waiving any right of collection or indemnity that could be derived from sending the invoice to another address of the Company. If an invoice is ceded, the Contractor will instruct the assignee of the invoice so that notification of that cession is made at the above referenced address for receiving documents. If the Contractor does not comply with this last obligation, it will be responsible for any damage that is caused to the Company in virtue of making payment to a third party who does not hold title.

The Company can modify the recipient of the invoices and/or the address, and must notify the Contractor of this circumstance at least 7 days in advance.

8.4 Common Rules for Electronic and Manual Billing

The parties agree that the Company will have a period of thirty (30) consecutive days from the receipt of the invoice to make a claim against its content. Electronic communication will be considered a reliable means for all purposes of making the claim, notwithstanding the Company's authority to notify the claim by certified letter if it deems appropriate.



Invoices that are correctly issued and not disputed will be paid to the Contractor based on the Payment Terms agreed in the Contract or Purchase Order.

1. With respect to any amount that must be paid under the Contract, the Company will be authorized to totally or partially withhold it if:
2. There is any claim presented against the Contractor by the Company or by third parties;
3. The Contractor is not complying with some condition of the Contract, including but not limited to non-fulfilment of the Contract Program, quality assurance, safety and health requirements and its labour or social security obligations or those of its subcontractors; or
4. As a result of audits it was determined that there are previous overpayments or that adjustments are owed for those concepts; or
5. In other transactions made by the Contractor, the resulting balance is in the Company's favour.

The Company will pay the amount withheld if the Contractor:

1. Compensates, satisfies or discharges any claim by the Company or third parties against the Contractor; or
2. Remedies all failures to comply with the Contract.

If the claims presented against the Contractor related to the execution of this Contract, for which the Company could be held responsible, are not promptly resolved by the Contractor after receiving written notification from the Company in that regard, the Company can deduct all costs in connection with those claims from the amounts withheld or other monies owed or that could be owed to the Contractor. If the amounts withheld or other monies owed to the Contractor under this Contract are insufficient to cover those costs, or if any claim against the Contractor is discharged by the Company after final payment has been made, the Contractor and its guarantor or guarantors, if any, will promptly pay the Company for all costs incurred, regardless of whether that claim originates or imposes an embargo on the Project or the real property on which the Project is situated.

In the event of a precautionary measure or embargo, the Contractor will lift that embargo or will see that it is lifted. That notwithstanding, the Company will comply with the precautionary measures or embargos of which it is notified by the Justice Tribunals, drawing the payments that they potentially require, if funds are available, and proceeding to make those discounts from the next upcoming progress payments generated in favour of the Contractor. In no case will the withholdings or embargos of funds in the Company's possession produce interest or price-level adjustment in the event they are released or lifted by the justice tribunal that had decreed them. The Contractor will reimburse the Company for all the costs related to the embargo or its lifting, and the Company can deduct those costs from the payments or other monies that are owed or that are going to be owed to the Contractor.

Only after the Contractor has received written Notification of Final Acceptance of the Work and/or Service from the Company in accordance with the Contract and the final settlement has been agreed, the Contractor, as indicated above, will prepare a Final Payment Statement with a valuation of the entire remaining Work and/or Service, satisfactorily completed according to the terms of the Contract. After the Company approves that valuation, the Contractor will prepare and present its final invoice according to the authorization of approved final payment.

Unless the law determines otherwise, upon signing the final settlement, the Company will pay the Contractor the amount owed, provided the Contractor has provided the Company, on its own behalf and on behalf of all the material providers, vendors, workers and third parties under its control, a



waiver and release of all claims against the Company, originating from or in virtue of this Contract, except those claims, if any, that have the Company's consent, specifically excluded by the Contractor from the operation of the final settlement in the amounts established in that operation

The payment of invoices or part of them does not constitute approval or acceptance of the Work under this Contract, nor can be considered a waiver by the Company of any of the terms of this Contract. Nevertheless, the right to all the materials and equipment for which payment has been made, whether or not they have been included in the Work, and ownership of the entire completed Work, whether paid or not, will pass to the Company as applicable, and in any case will not be part of the property or equity of the Contractor in the event that the Contractor declares bankruptcy or makes a cession in benefit of its creditors, or if a comptroller is designated, given the insolvency of the Contractor, or if all or part of the contract has been terminated.

8.5 Foreign Invoices

Foreign Invoices must be issued in the same way as Manual invoices, with the difference being in the channel for sending them, which must be sent by e-mail to facturas.convencionales.mel@bhpbilliton.com

8.6 Channels of Communication

In order to inquire regarding payments and/or follow up on invoices, the following are the regular channels that the vendor can use:

- Website www.sbschile.cl
- Mail consultasproveedoresmel@bhpbilliton.com
- Telephone 800411177

8 WITHHOLDING FINAL PAYMENT STATEMENT

[include this clause if the Contractor has to enter the Company installations]

The final Payment Statement for the Contract is prepared by the Contractor, valuing the entire work and/or service satisfactorily completed in accordance with the terms of the Contract. Only after the Contractor has demobilised and has turned over all the documentation according to the procedures for leaving the site and the stakeholders involved in the internal closure and final settlement process provide the Company's Contract Administrator with their approval regarding the tasks they are to review or perform, the Contractor will prepare and present its final invoice according to the authorization of the final approved payment.

9 INCENTIVE FOR COMPLYING WITH WORK SAFETY STANDARDS

9.1 Nature of the Incentive and General Considerations

In order to recognise the contribution of the contractor companies that work on the Company's mine site on a permanent basis in reaching the objective of achieving the highest work safety standards, the Company promised to pay a monetary premium of a civil nature to the contractor companies,



subject to a condition precedent, hereinafter referred to as the “safety incentive” or simply “Incentive”.

The contractor companies have in turn promised to encourage their own workers to achieve the referenced work safety goals.

The parties have revised the formula and procedure for paying the “Incentive”, which from here on out will be fully governed by the conditions and stipulations indicated in this instrument.

Notwithstanding the foregoing, the parties expressly state that given the legal obligation that falls on the Contractor to establish and carry out its own personnel management system and to define the remunerations and incentives structure that applies to its workers, in no case can the Incentive agreed in this instrument alter, nor can it be interpreted such that it could in any way alter that legal obligation, or the contractor’s faculties of administration or the responsibilities and rights it has as employer of its workers.

9.2 Description, Structure and Determination of the Amount of the Incentive

The Incentive will be quarterly and will be calculated based on:

- i. A quarterly base amount;
- ii. A modifying factor for the copper price;
- iii. A corrected amount given by the fulfilment of the key safety performance indicators; (“Overall Lost Time Accidents Frequency Rate”, “Individual Lost Time Accidents Frequency Rate (for the contract)”, “Overall Lost Days Severity Rate”, and “Individual Lost Days Severity Rate (for the contract)” measured for the Company’s own and contractors’ workers.
- iv. The Contractor’s staffing associated with this Contract, all as indicated in this instrument.

The amount of the Incentive that will correspond to the Contractor will be determined according to the following formula:

BASE AMOUNT	X	Cu MODIFYING FACTOR	PRICE	X	Safety (Correction rate)
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Safety:

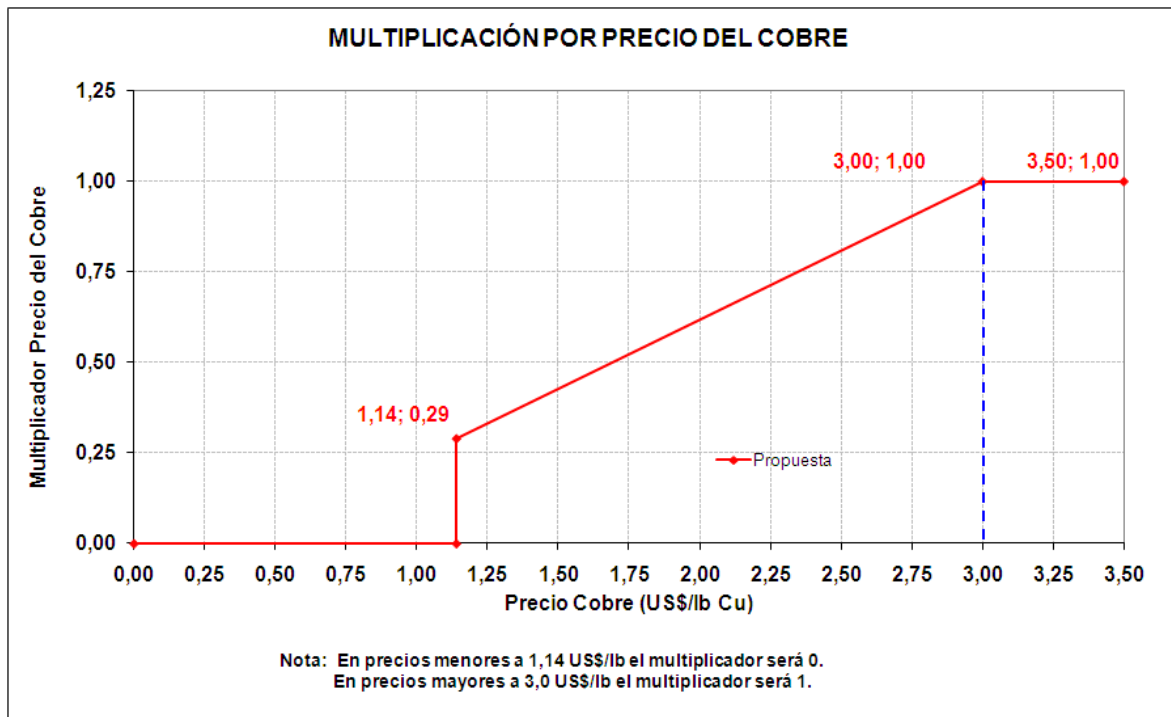
- 25% Overall Frequency Rate +
- 25% Overall Severity Rate +
- 25% Individual Frequency Rate (for the contract) +
- 25% Individual Severity Rate (for the contract)

Where:

Base Amount: Corresponds to a gross quarterly amount of \$350,000 (three hundred fifty thousand pesos) for the contractor’s staffing.

Copper Price: Average copper price determined by the London Metals Exchange for the respective quarter, expressed in United States of America dollars for the respective quarter.

Copper Price Modifying Factor: Percentage amount resulting from adjusting the price of copper per pound by means of a predefined curve that is shown below:



Safety Components: Correspond to the Lost Time Frequency Rate and Lost Days Severity Rate, overall and individual (for the contract) defined in Supreme Decree No. 40 (Title IV: Accident statistics), article No. 12.

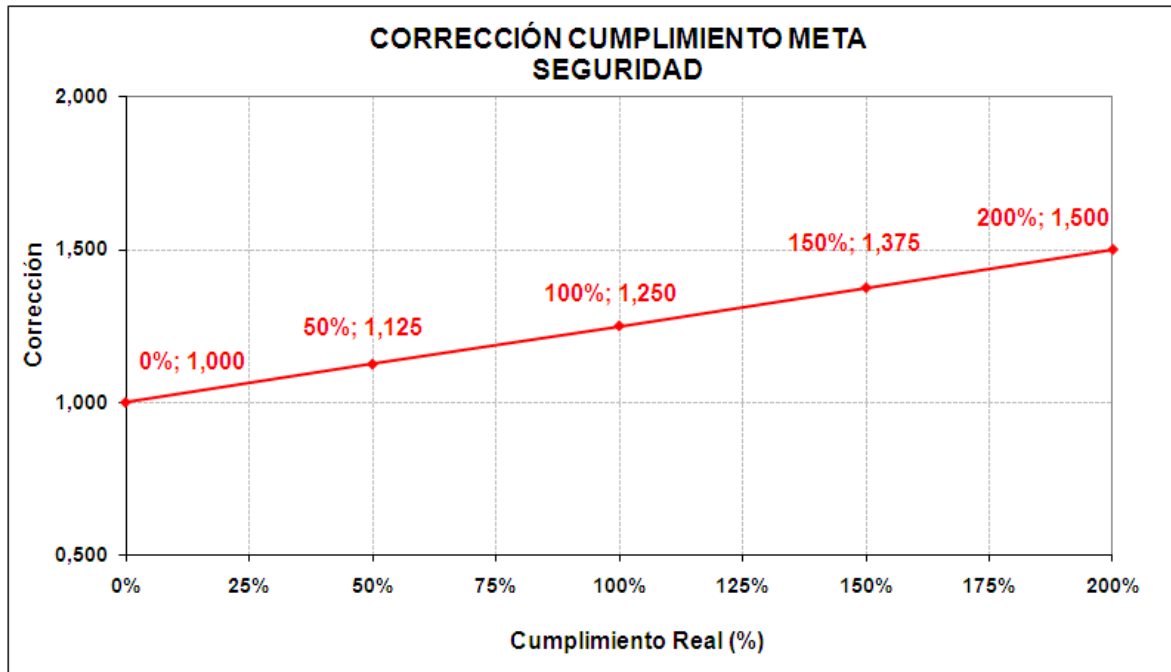
Lost Time Frequency Rate: Corresponds to a goal of reducing the lost-time accident frequency rate, which will be measured according to the general standards applicable within the Company. This component will be a percentage amount that will be determined based on actual fulfilment of the goal established for the respective quarter, for Minera Escondida as well as for its contractor companies.

Lost Days Severity Rate: Corresponds to a goal of reducing the rate of lost days due to lost-time accidents, which will be measured according to the general standards applicable within the Company. This component will be a percentage amount that will be determined based on actual fulfilment of the goal established for the respective quarter, for Minera Escondida as well as for its contractor companies.

Safety Component Goals: Goals determined by the Company for each quarter and formally reported to its contractor companies.

Fulfilment of Safety Goals: Percentage amount resulting from comparing the actual fulfilment of the goals with the goals set by the Company for the respective quarter.

Corrected Fulfilment of Safety Goals: Percentage amount resulting from adjusting the percentage of fulfilment of each of the Safety Components for the respective period by the amount from the table shown below:



Staffing of Personnel or “Staffing”: Corresponds to Contractor Workers associated with this contract who have been presented by the Contractor to provide services under a subcontracting system on a permanent basis within the Company’s mine site, and who have a work contract in effect with the Contractor during the respective quarter. In determining the number of Workers who make up the staffing, the Contract administrator, executives, partners and/or owners of the Contractor Company will be excluded. Each subcontracted worker can only be considered once for calculating the incentive, regardless of the number of subcontracts with which the worker is associated.

Also, only the subcontracted Workers who have actually completed a minimum of 510 hours worked in their work schedule in the respective quarter will be contemplated in the staffing. The determination of fulfilment of this condition will be accredited by the Company according to the information provided by the Contractor and will correspond to the hours worked that must be reported by the Company monthly to SERNAGEOMIN (National Geology and Mining Service).

Hours worked will also include periods in which the subcontracted Worker is enjoying

- a) Vacation (legal holiday)
- b) Legal Maternity Leave
- c) Marriage Leave
- d) Legal Leave for Death of a direct family member
- e) Permiso Sindical
- f) Union Leave
- g) Leave up to five days for natural catastrophes

The maximum amount of the Incentive to be paid to the contractor per worker in the applicable staffing will be \$525,000 (five hundred twenty five thousand pesos), gross. For those Workers included in the staffing who are supervisors in the Contractor company; that is, according to their functions they have personnel reporting to them and have a supervisor’s contract, the Incentive will be increased by 20% of its base amount, so the maximum amount of the Incentive calculated based



on contractor workers who are supervisors will be \$630,000 (six hundred thirty thousand pesos), gross.

9.3 Incentive payment conditions

The fulfilment of all the following combined conditions precedent will be an essential and objective condition in order to proceed with the payment of the Incentive for the quarter involved:

Maintain the operational continuity of the Contractor's services during the respective quarter in a normal, safe, continuous manner, without any type of affectations, alterations or interruptions (except in the case a legal strike is exercised).

Not affect MEL's operating continuity.

Not affect the operating continuity that is the object of the contract.

Not participating in illegal acts (this obligation also affects the Contractor's legal entity and its staff of workers).

If any of the abovementioned conditions are not met, the condition precedent for the payment of the Incentive will be considered failed, and consequently, the confirmation of nonfulfillment of any of these conditions will disqualify the payment of the Incentive for the quarter involved, regardless of the number of workers involved, the duration of the events involved, or the potentially partial nature of the suspension of operating continuity.

10 EXTRAORDINARY CONTRACTORS SAFETY INCENTIVE

[Include clause if the Contractor must enter the Company's facilities.]

10.1 Nature and objective.

The parties agree to an Incentive called the Extraordinary Contractors Safety Incentive, or Extraordinary CSI, of a civil nature, subject to conditions precedent, which will be paid annually to the Contractor Company in the cases and terms provided for in this contract.

The purpose of the Extraordinary CSI is to recognize the Contractor Company's contribution to achieving the Company's production and safety goals.

The Contractor Company in turn has promised to encourage its own workers to achieve the referenced production and safety goals. Notwithstanding the foregoing, the parties expressly state that given the legal obligation that falls on the Contractor Company to establish and carry out its own personnel management system and to define the remunerations and incentives structure that applies to its workers, in no case can the Extraordinary CSI agreed in this instrument modify, nor can it be interpreted such that it could in any way alter that legal obligation, or the Contractor Company's faculties of administration or the responsibilities and rights it has as employer of its workers.

10.2 Formula

If it is confirmed that the combined conditions precedent to which it is subject have been fulfilled, the Company will pay the Contractor Company once each Fiscal Year an Extraordinary Incentive, the calculation base of which will be determined according to the following formula:

1. For the Affected Staffing (AS) who have completed 12 months of continuous work in the respective fiscal year and provided that it is the AS for whom the payment of the CSI (Contractor Safety Incentive) Bonus has been generated for the four quarters of the respective fiscal year (Jul-Sep, Oct-Dec, Jan-Mar and Apr-Jun).



Extraordinary CSI = FYGP

2. For the Affected Staffing (AS) who have completed from 9 to 11 months of continuous work in the respective fiscal year and provided that it is the AS for whom the payment of the CSI (Contractor Safety Incentive) Bonus has been generated for the last three quarters of the respective fiscal year (Oct-Dec, Jan-Mar and Apr-Jun).

Extraordinary CSI = 0.75*FYGP

3. For the Affected Staffing (AS) who have completed from 6 to 8 months of continuous work in the respective fiscal year and provided that it is the AS for whom the payment of the CSI (Contractor Safety Incentive) Bonus has been generated for the last two quarters of the respective fiscal year (Jan-Mar and Apr-Jun).

Extraordinary CSI = 0.50*FYGP

4. For the Affected Staffing (AS) who have completed from 3 to 5 months of continuous work in the respective fiscal year and provided that it is the AS for whom the payment of the CSI (Contractor Safety Incentive) Bonus has been generated for the last quarter of the respective fiscal year (Apr-Jun).

Extraordinary CSI = 0.25*FYGP

The FYGP will be determined by the Company based on the monetary value corresponding to the percentage of the average quarterly amount of the CSI in the respective Fiscal Year, corrected based on the percentage completion of the Company's production target, by applying the following table:

% completion of the Company's production target	% of the average quarterly amount of the CSI for the Fiscal Year
Less than 96%	0
96%	6%
97%	8%
98%	10%
99%	11%
100%	13%
Greater than or equal to 101%	25%

The Company will inform the Contractor Company annually of the percentage completion of the production targets achieved in the Fiscal Year involved, and the amount of the FYGP that applies to it for that Fiscal Year.

Where:

Contractors Safety Incentive: Quarterly CSI.

Extraordinary Contractors Safety Incentive: Extraordinary CSI.

FYGP: Gross price of the Extraordinary CSI for the Fiscal Year involved.



Fiscal Year (FY): period covered from the month of July one year through the month of June the following year.

Affected Staffing (AS): The Affected Staffing corresponds to Contractor Company workers associated with this contract who have been presented by the Contractor to provide services under a subcontracting system on a permanent basis within the Company's mine site, and who have a work contract in effect with the Contractor Company, excluding the Contract administrator, executives, partners and/or owners of the Contractor Company. Each worker from the Affected Staffing can only be considered once for calculating this incentive, regardless of the number of subcontracts with which the worker is associated. Also, only the workers who have actually completed a minimum of 510 hours worked providing services under a subcontracting system on a permanent basis within the Company's mine site in each of the last four quarters will be contemplated in the Affected Staffing; in other words, those who have served as the basis for generating the payment of the CSI to the Contractor Company.

10.3 Payment Conditions for the Extraordinary CSI

The fulfilment of all the following combined conditions precedent will be an essential and objective condition in order to proceed with the payment of the Extraordinary CSI in the Fiscal Year involved:

- Maintain the operational continuity of the Contractor Company's services during the respective Fiscal Year period in a normal, safe, continuous manner, without any type of affectations, alterations or interruptions.
- Not affect the Company's operating continuity or production.
- Not participating in illegal acts (this obligation also affects the Contractor Company's legal entity and its Affected Staffing).
- That all accidents, with or without lost time, that occur in the respective fiscal year and that involve or in which a Contractor Company worker associated with the Contract has participated are reported.

If any of the abovementioned conditions are not met, the condition precedent on which the payment of the Extraordinary CSI depends will be considered failed, and consequently, the confirmation of nonfulfillment of any of these conditions extinguishes the payment of the Extraordinary CSI for the Fiscal Year involved, regardless of the number of workers involved in the events, the time of duration of the event, or the potentially partial nature of the suspension of operating continuity.

In any case, and as a sole exception to what is indicated above, affectations, alterations or interruptions to operating continuity or production that are due exclusively to a decision by the Company will not affect the applicability of the referenced Incentive.

10.4 Payment of the Extraordinary CSI to the Contractor

The Extraordinary CSI will be paid in the month of September through a special progress payment. For these purposes, the applicable VAT will be added.

10.5 Transitory provisions

- h) As an exception, in the year 2013 the Extraordinary CSI will be paid in the month of November.
- i) The Extraordinary CSI that is agreed through this annex fully replaces the voluntary and extraordinary incentive that the Company had in prior years. For that, the parties agree and accept that the Company is not obligated to pay any other voluntary and extraordinary bonus in the future with the characteristics and nature of the above-referenced voluntary incentive. The replacement and resulting extinction of the above-referenced voluntary incentive fully accepted



by both parties, is the essence of this agreement, such that without it the Company would not have agreed to bilaterally formalise the Extraordinary CSI that is agreed through this annex.

11 DELIVERY AND PICK UP INSTRUCTIONS

11.1 Scheduling

- Vendors must use the scheduling platform for planning their deliveries and/or pick-ups: <http://bd.linsa.cl/Linsa/agenda/login.php>.
- Contact: antofagasta@linsa.cl ó santiago@linsa.cl
- Merchandise is not received without an active Purchase Order.
- A Waybill must be attached indicating the Purchase Order number for each Purchase Order.
- Scheduling must be done at least 10 days in advance for normal cargo and at least 15 days in advance for oversized cargo.
- Non-fulfilment of the scheduling must be reported in advance.
- The characteristics of the cargo (weight, volume, and data on the carrier who will make the delivery, among others) must be specified in the scheduling, and any special conditions to consider must be indicated.
- The carrier must arrive with the printed scheduling number and a waybill detailing the cargo.
- If goods for multiple Purchase Orders are dispatched, the Vendor must pack and label all the goods separately by Purchase Order.
- It is not allowed to load elements not previously scheduled in trucks for pick-up.

Delivery Addresses:

Antofagasta: Ruta 5 Norte Km. 1.358,5 Manzana N, Sitio 2 La Negra.

Santiago: El Quillay 412 Ruta 5 Norte Km. 16 Centro Empresarial Valle Grande., Lampa

Contact Phone Numbers

Santiago: (56) 02 25999735

Antofagasta: (56) 55 2359100



11.2 International Purchasing Expediting

International Suppliers have to consider the following information:

- The official freight forwarder for Minera Escondida is **MIQ Logistics**.
- MIQ will make contact directly with the supplier in order to coordinate the reception of documents (commercial Invoice, certificate of origin, packing list) at the same time. The documentation must be sent by e-mail to Sofia.Suntaxi@miq.com.
- In Air shipping, the supplier shall to include all original documents at the pick up time. If it's regarding to maritime shipping, the original documentation have to be sent to **Ms. Sofia Suntaxi, Address: José Toribio Medina 094, oficina 601, Antofagasta, Chile. Phone: (56) 055 2417341.**
- The shipments must be coordinated with the freight forwarder nominated by the supplier, in those cases that the incoterm could be different to: EXW, FOB, FCA y FAS. These documents have to be sent for doing endorsement to **Paulina Silva or María José Ventura de BHP Billiton Chile, Address: Av. Cerro El Plomo 6000 L15 oficina de partes.** Furthermore, it will be necessary coordinate directly with **Agencia de Aduana Rodrigo Larraguibel y Cia. Ltda., Adress: Av. Matta 1839 Edificio Obelisco Piso 16 Oficina 1601, Antofagasta, Chile. Phone: (56) 055 2251610.**
- In that case of national purchase with the freight coming from other country, the supplier must to provide all necessary documents, including the free tax electronic invoice by e-mail to Sofia.Suntaxi@miq.com. If the invoice is manual, it must be sent a certificated copy by hand to MIQ.
- For imports of natural gas, butane gas, propane gas, mixture of liquefied and propane gas, sulfuric acid, would be acceptable an invoice with provisional values. The deadline is 90 days for sending invoice with final values.
- The import of dangerous materials requieres a classification in (MSDS) Material Safety Data Sheet. In maritime shipping will be necessary a declaration IMO and for air shipment a DGR. Furthermore, all packages shall to be labelled with a classification.
- As an obligation for all wood package used for International Commerce, it must be marked with an international phytosanitary certificate treatment in order to prevent and control the plagues.





General loading and fastening conditions:

PROPER LOADING CONDITIONS

- In order to move cargo in safe conditions, compliance must be made with the following characteristics:
- The cargo must be properly palletised on American type pallets with 4 entrances, 1.20 x 1.00 mts.
- To secure the cargo to the pallet, plastic film must be used, taking the precaution that its start must be fastened to the pallet and the end of the film must be sealed with tape or heat.
- To fasten the cargo to the base of the pallet, after the film it must be strapped, taking the precaution that the strapping passes over the cargo, ensuring that the strapping is not loose (4 straps, 2 on each side)
- Certain cargo, due to its weight and characteristics (iron, nails, and bolts, among others) must not be packed in cardboard boxes since they will come apart with the movement of the equipment during the trip.
- If the cargo is a component, it must be positioned on stand, which must be secured to the cargo with anchoring bolts and straps.
- Rubber must be placed between the cargo and the stand, in order to keep the cargo from sliding in case the straps come loose.
- Packing materials that were previously used to move hazardous substances must not be reused.
- It must be verified that the pallet is in accordance with each type of cargo. Two pallets must not be used as a structure. These components must use a wooden stand exclusively designed for transporting them.
- The cargo must not go outside the pallet structure; it must be contained on the structure..

	Pallets ligeros	Pallets semi ligeros	Pallets pesados
Espesor de las planchas en mm.	15 - 17	17 - 20	> 20
Cargas a transportar	0 - 400 kg	400 - 800 kg	800 - 1500 kg
Uso	De un solo uso	De uso limitado	Con varias rotaciones



Loading and Special Fastening conditions for supplies are detailed below:

Material	CORRECT CARGO CONDITIONS	TYING DOWN CONDITIONS
Fiber Sele	<ul style="list-style-type: none"> ▪ The cargo should be loaded with a timber separation (timber board or plank in the centre), which prevents the 'sele' from being damaged in transport. ▪ A maximum of 4 sele should be loaded per semi-trailer. The should be loaded on timber, to increase the adherence of the trailer bed. ▪ Blocks should be placed between the trailer bulkhead and the load, to prevent it from sliding forward (ref: Photo No.2) 	<ul style="list-style-type: none"> ▪ The strap should be placed in the area where the timber separator is in order to tighten the strap without damaging the load. ▪ The strap should be at an angle of 90°, which is the most favourable for tying down the load. Added to this is the anti-slip material applied between the load bed and the load (timber or rubber). ▪ At least 5 ratchet straps should be used to tie down the load.
Fitting	<ul style="list-style-type: none"> • The load should be distributed in timber racks and strapped with metallic straps. To prevent the fitting packs from coming apart. • A maximum of 4 fitting packs should be loaded per semi-trailer. • Blocks should be installed at both ends of the racks to prevent the movement of pipes forwards and/or backwards. (ref: Photo No.2) 	<ul style="list-style-type: none"> • Should be tied to each railing of the trailer. • The straps should be at 70°, as in that position, the angle is favourable for holding a load. Added to this is the anti-slip material applied between the load bed and the load (timber or rubber). • At least 5 ratchet straps should be used to tie down the load.
Road Separation Barriers	<ul style="list-style-type: none"> • The cargo should be loaded onto timber (planks, boards, etc.) to minimise the probability of it sliding forward. • Approximate weight 2 tn. • Using domatt is not feasible as the base of the barriers is easily broken. • A maximum of 10 barriers should be loaded on each trailer. • For correct stability of the semi-trailer, the distribution of the load should be as follows: 	<ul style="list-style-type: none"> • Tie down should be with straps, use of cargo stock by equipment.



	<ul style="list-style-type: none"> • 3 barriers over the front axles. • 4 barriers in the centre of the load bed. • 3 barriers over the rear axles. 	
Shells	<ul style="list-style-type: none"> • The pallet should be in good condition. • The load should be strapped with 19mm metal straps. • The cargo should not be stacked. 	<ul style="list-style-type: none"> • Should be tied down in accordance with the weight of the load. Approximate weight 2000 —3000 kg. • 2 Straps should be used per pack of shells. • Tie inside the railings. • Distribute the weight on the load bed. • Tie all side gates.
Reels of Piping	<ul style="list-style-type: none"> ▪ Each reel should be mounted on a timber support to give support during storage and/or transporting the load to the site. This should surround the structure, forming a base that prevents its unexpected movement. ▪ The load should be fastened to the support with 19mm metallic straps 	<ul style="list-style-type: none"> • The following elements should be used to tie down the reels: 2 chains and 6 straps per reel, domatt or rubber. • 4 of the straps go diagonally (attached photo) and 2 through the reel. • 2 chains (through the reel). • Only two reels should be carried per semi-trailer. • Distribute the weight on the load bed. • Distribute the weight on the load bed. • Tie all side gates.
Gutters	<ul style="list-style-type: none"> ▪ Gutter transport racks should have a protective net at each end. ▪ Each rack in the structure should be correctly welded or fastened with nuts and bolts and the structure should be checked at least once a month. ▪ The gutters to be transported should be clean and should not contain residue that contaminates the structure of the trailer. ▪ Up to two racks per trailer may be used. Weight of rack approximately 	<ul style="list-style-type: none"> ▪ At least 2 ratchet straps should be used per rack for transport. ▪ When loading the cargo, rubber, domatt or other elements should be positioned to prevent the load from slipping.



	<p>500kg. Weight of gutters, 350kg each.</p> <ul style="list-style-type: none"> ▪ Each rack should hold up to 12 gutters, with a total weight of 4700 kg. 	
Drip Piping	<ul style="list-style-type: none"> • The drip piping should be on pallets with a maximum height of 4 rolls and one on each side. • The rolls should be tied down separately and then tied to the pallet with plastic straps. • A total of 4 plastic straps should be used to hold the whole load (two on each side). • The drip piping pack should be inside the area of the pallet. • Once on pallets and strapped, the load should be covered in plastic film (a number of layers). It should be considered that this is finally tied to the pallet, to avoid problems during transport. • It should be ensured that the base of the pallets are firm and in good condition 	<ul style="list-style-type: none"> • At least 1 ratchet strap to be used per pallet of drip piping.
Conveyor Belts	<ul style="list-style-type: none"> • Conveyor belts should be supplied by the supplier on standard steel, octagonal reel type frames to support the belts, designed in accordance standard for transporting conveyor belts for Minera Escondida, which is attached to this document 	<ul style="list-style-type: none"> • Should be tied down with 2 chains through the centre of the belts and tensioned towards the front, rear and downwards. (friction tie-downs are used only as an exception for this cargo.) • Through using this method, the movement of the belt will be limited. • The chains should not be given maximum tension and should have only a normal level of tension.
Glass and/or Windscreens	<ul style="list-style-type: none"> • Glass and/or windscreens should be protected by timber structures and also covered with Masonite covers. 	<ul style="list-style-type: none"> • When moving the cargo on open trailers, 2 ratchet straps to be used per rack.



	<ul style="list-style-type: none"> • Inside they should be surrounded by material that prevents friction between them and the timber structure (plastic, corrugated cardboard and/or Styrofoam). • The position of the glass and its fragility should be clearly indicated at the top. • This material should be transported on racks especially prepared for it (see attached photo), and should also have a cable or chain to hold the glass during transport. 	<ul style="list-style-type: none"> • This cargo may be carried in 2 racks per trailer. • Domatt or rubber should be used on the legs of the racks to position them on the trailer.
Drums	<ul style="list-style-type: none"> • Drums should be on pallets, with a total of 8 drums per pallet. • The cargo should be fastened with plastic film, which should go around the load 6 times at the base (applying the film from the pallet), 6 and a half times in the middle and 6 times at the top, taking care (once the film is cut) that the end is ties to a corner of the pallet to prevent it from coming loose during the trip. • Once the load has the plastic film around it, it should be fastened with 4 plastic straps, two per side. • It should be ensured that the pallets to be used have firm bases and are in good condition. • The pallets used should be American type with 4 entries. 	<ul style="list-style-type: none"> • This cargo should be carried on Saider semi-trailers. • The load should be evenly distributed on the Saider trailers
Motors	<ul style="list-style-type: none"> • All components or motors transported on metallic racks or pallets should be fastened to the structure with bolts. • Also, they should have metallic straps to reinforce the fastenings. • In case of transport for repairs, all oils and/or fluids should be drained and all drainage spaces covered. • It should be ensured that the metallic pallets and/or structures to 	<ul style="list-style-type: none"> • For transporting these structures, rubber or domatt should be positioned between the surface of the trailer and the pallet, to prevent movement on the trailer. • The ties depend on the size of the load and chains or ratchet straps may be used.



	<p>be used have firm bases and are in good condition.</p> <ul style="list-style-type: none">• The pallets or base structures for transporting the cargo should have the basic spaces for handling with forklifts.	
Sump Pump	<ul style="list-style-type: none">• The load should be positioned on a timber support of suitable width.• Straps should be metallic, 2 around the 4 drums and 2 fastening the cargo to the pallet through the middle of the drum.• A piece of timber should be on top (perpendicular to the entry of the forklift forks) that is the size of two drums and which should be fastened to the same strap in order to hold the packaging and also serves to pass the ratchet strap over it.• American, 4 entry pallets should be used.	<ul style="list-style-type: none">• To fasten the load to the base of the trailer, ratchet straps in good condition should be used over the cargo.• There should be independent ties for each pallet.• Pallets of drums should not be stacked, and should only be in lines of up to 20 pallets.
Oil Drums	<ul style="list-style-type: none">• Up to 4 drums to be placed on the pallets, which should be fastened to each other.• Straps should be metallic, 2 around the 4 drums and 2 holding the cargo on the pallet around the middle of the drum.• A piece of timber should be on top (perpendicular to the entry of the forklift forks) that is the size of two drums and which should be fastened to the same strap in order to hold the packaging and also serves to pass the ratchet strap over it.• American, 4 entry pallets should be used.	<ul style="list-style-type: none">• To tie the cargo to the base of the trailer, ratchet straps in good conditions should be used over the cargo.• There should be independent ties for each pallet.• Pallets of drums should not be stacked, and should only be in lines of up to 20 pallets.



1. INSCRIPTION AND PERMANENCE IN SICEP

Inscription of the contractor in the SICEP platform is compulsory and they must keep their information up to date in that platform for the duration of this contract.

2. MATERIALS YARD MANAGEMENT

2.1 RESPONSIBILITIES

2.1.1 Vice-president – Head of

Ensure the application of this procedure in their area of competence.

Provide the necessary resources and ensure this standard is kept up to date.

2.1.2 Managers, Superintendents and/or Contractor Company Managers

The Area Managers and/or Contractor Company Administrator, as the case may be, will be responsible for providing all of the resources necessary for compliance with this procedure in their areas of work or operation.

They will also be responsible for keeping the HSEC risks derived from the activities associated with the operation and maintenance of the materials yards under control and for identifying and assessing the non-conformities or incidents and defining the corresponding corrective actions.

2.1.3 Safety and Emergency Superintendence

To advise on the safety measures that the area owners have proposed to secure yards, storerooms, etc.

2.1.4 Infrastructure Development Superintendence

Whenever new land is required to be used as materials yards in the Minera Escondida land and no one is responsible for those areas, the Infrastructure Development Superintendence will be in charge of authorising the use of the areas through the Land Arrangement Procedure (Procedimiento de Ordenamiento Territorial (PR-PE7-209-P-30)).

2.1.5 HSEC Specialist

Will be responsible for making known and verifying the alignments provided in this procedure and also to transmit best practices to prevent poor HSEC management of the materials yards, in relation to the Minera Escondida operations.

2.1.6 Head Of Finance

Will be responsible for the frequent removal of scrap metal and spares not necessary for the operation. These removals will be done in accordance with the dates for each area, with prior confirmation with those responsible for the yards. Similarly, the Head of Supply, through their disposal area, will be responsible for these through the contract that exists for this purpose.

2.1.7 Supervisors, Heads of areas, Operator of Minera Escondida and Contractor Company Contracts

The supervisors will be responsible for informing and ensuring understanding of the workers of the requirement to comply with this procedure and for timely reporting to the area HSEC specialist on events associated with deviations in the operation and maintenance of the materials yard



2.1.8 Those responsible for the materials yards

Those responsible for the areas will ensure that the materials yards are operated and maintained in accordance with this procedure and also will be responsible for having an adequate infrastructure for materials handling.

In case of any doubts regarding the safety measures that the owners of the area have proposed to secure the yards, storerooms, etc., they will request specialised advice from the Safety and Emergency Superintendence.

2.1.9 Minera Escondida Workers and Contractor Personnel.

To know this procedure and its elements applicable to their area of work, with particular emphasis on the controls they should manage and apply daily.

2.2 TERMS AND DEFINITIONS

2.2.1 Temporary materials storage yards or areas:

Installations used to temporarily store materials that are purchased, repaired, disposable and/o reusable. These yards do not contemplate the storage of any type of residue.

2.2.2 Residues or waste:

Substance, element or object that the generator eliminates, proposes to eliminate or is obliged to eliminate. In Minera Escondida, residue is classified as Domestic, Industrial, Hazardous and Disposable.

2.2.3 Chemicals:

Chemical elements and their compounds in natural state or obtained through any production process, including any additives necessary to preserve the stability of the product and any impurities derived from the process used, but excluding any solvent that may be separated, without affecting the stability of the product or that changes its composition (Source: NCh. 2245).

2.2.4 Hazardous Chemicals:

Those that, due to their nature, produce or may produce momentary or permanent harm to human, animal or plant health, or to property and/or the environment. These area also known as hazardous materials, hazardous merchandise or hazardous loads (Source: NCh. 382).

2.3 DESCRIPTION OF THE ACTIVITY

2.3.1 Risk Analysis

Each Superintendence will carry out risk identifications and assessments in accordance with the Risk Management Procedure, including the activities, installations and projects where materials are stored, prior to the start of operation of these.

2.3.2 Types of materials

The materials storage yards may contain the following elements:

- a) **Direct Cargos:** Are transitory materials that come direct from a warehouse or supplier to be used in the operation in the shortest period possible.



- a) **Salvage Elements:** Are those transitory materials that come from the operation or external repair process that are waiting to be used.
- b) **Maintenance/repair elements:** Transitory materials that come from the operation, and which may no longer be used as they must be sent for repairs or maintenance.

2.4 Requirements for the materials yards

Each authorised yard will comply with the minimum requirements indicated below, notwithstanding the fact that, due to the value or quantity of the articles stored, those in charge of the areas will request advice from the Safety and Emergency SI in order to complement the safety measures indicated below, by others that come to ensure due custody of the elements in the sector:

- a) Have signs that clearly indicate:
 - Identification of the yard
 - Responsible area.
 - Name of responsible person and contact number.
 - Prohibition of entry of any class of residues.
 - Identification of obligatory personal protection elements
 - Access restricted to authorised personnel only
- b) Perimeter fence and permanent access control system or whilst the company assets are stored
- c) Control logbook of materials in and out
- d) Each area in the yard will be segregated by type of material
- e) The areas will be kept clean and tidy.
- f) Those elements that present a risk of leaks of hazardous substances will have containment systems (100% volume of maximum potential spill) or elements to prevent the occurrence of spills to unprotected soil, such as the use of concrete slabs, for example.
- g) Have fire extinguishers and control elements for potential spills (spill kit)
- h) Have mobile equipment and on-road vehicle traffic areas, allowing for good manoeuvrability.
- i) There will be demarcated and segregated pedestrian traffic spaces, in order to prevent man-machine interaction.
- j) There will be a visible plan that indicated the storage areas, pedestrian and equipment traffic areas, evacuation routes, gathering points, fire extinguishers and spill control elements.
- k) Manual handling of the materials may be done provided they do not exceed 30 [kg] in weight, otherwise mechanical equipment shall be available for handling.
- l) In case of night work, the presence of artificial lighting will be ensured.
- m) Depending on the goods or assets stored, technology associated with guard systems will be incorporated.
- n) The area that have materials yards will, at least once a month, carry out security tests on the area, in order to detect deviations that could mean vulnerabilities of any company asset that is there. For this, advice may be requested from the Safety and Emergency SI.



Note: Given that in this type of premises or areas there will be a concentration of valuable company elements or assets, the procedure for the Protection of Assets and People (ES-ME1-194-P-5), related to safety measures to be implemented by the owners of the area, should be applied

2.5 Prohibitions in the materials storage yards

The storage of materials will take into accounts that the storage of the following elements should be avoided:

- Any type of residue
- Chemicals (hazardous and non-hazardous)

3. ON CHRONIC, INTERMITTENT HYPOBARIA AT HIGH ALTITUDES

It should be kept in mind that:

- Las provisions govern work at high altitude, understanding as high altitude: a geographic altitude equal or greater than 3,000 metres above sea level and less than 5,500 metres above sea level, in which the majority of people have reversible physiological, anatomical and biochemical changes.
- Extreme altitude is defined as geographic altitude equal to or greater than 5,500 metres above sea level, where a human being is not able to become acclimatised, but where they can remain for short periods of time, with an elevated health risk. Work may be carried out above 5,500 metres above sea level only after express and founded assessment and authorisation by the Health Authorities, issued in accordance with the Technical Guide to Occupational Exposure to Chronic, Intermittent Hypobarica due to High Altitude.

3.1 Main requirements of the new regulation

- Inform the workers of the specific risks of work exposure to altitude and hypobarica and their control measures in the following terms.
- Incorporate this risk in your health and safety management system at work.
- Have a preventative program for workers occupationally exposed to chronic, intermittent hypobarica, in writing, annually, prepared in accordance with the Technical Guide indicated in the regulation.
- Provide theoretical – practical instructions annually for the workers on the risk and health consequences of occupational exposure to chronic, intermittent hypobarica due to high altitude and the preventative measures to be considered. These instructions will have a minimum duration of 3 chronological hours and will be given by a health professional with a degree issued by a tertiary education entity recognised by the government, with a minimum of 8 semesters of study and training in the matters to be dealt with. This program should be in writing.



3.2 Health assessments:

Prior to entry, the aptitude of workers to work intermittently at high altitude will be determined by exams carried out as indicated in the Technical Guide.

The exposed worker should be incorporated into the Occupational Supervision Program

Workers that work at high altitudes should have an annual preventative health check-up, common in the area of chronic pathologies in accordance with their health fund and should present these when doing the occupational health exam. The worker should keep the results of these exams.

The examining doctor for the Supervision Program should issue a certificate to verify that the worker is suitable or not, considering the assessments and preventative exams

As earlier indicated, and in relation to what is established in Articles 183 –C and E of the Labour Code, the Company will require information on the measures adopted by collaborator companies, in accordance with the new legal regulations, among which shall be the plan for implementation of the safety and health at work management system and the Surveillance Program.

12 SIMIN ON LINE 2.0 NEW TECHNOLOGICAL PLATFORM

In relation to compliance with Exempt Resolution No. 1749 from the National Geology and Mining Service SERNAGEOMIN of 25 November 2013 and article 71 of DS 132 for Mining Safety, the New Technological Platform SIMIN ON LINE 2.0", indicates the following:

This new platform has the following modules to carry out processes:

- 1) Monthly accident declaration;
- 2) Contract management;
- 3) Auditing;
- 4) Processes;
- 5) Emergency Plans and
- 6) Management of user accounts

In order to comply with this, each contractor company with service in Minera Escondida Ltda. will submit their documents (start of activities, termination of activities, Joint Committee acts), in the formats established in www.sernageomin.cl to jimmy.a.ramirez@bhpbilliton.com.

The contractor companies will also enter their Accident Statement each month into this site. This does not exclude sending format E-200 as normal. For this reason, each contractor company will designate an Administrator for Accident Statement, who will be the only one responsible for entering this information prior to the 8th of each month. If this date is not complied with, the system will automatically inform the legal representative of their company.

The companies that do not have an access password will complete the following form and send it by email to jimmy.a.ramirez@bhpbilliton.com. Once the information has been received, an access password and basic use instructions will be sent.



13 DIGITAL SIGNING OF THE CONTRACT

The contract may be signed electronically with a digital signature (a process implemented in Minera Escondida Ltda.) and for that the Contractor will comply with some technical requirements as described below:

- Have a valid Electronic Signature Digital Certificate.
- Licence for the software Adobe X Pro (necessary for digital signing of documents)

13.1 Benefits of Signing Digitally

- Reduces the costs of storage and dispatch of documents.
- Reduces processing times for the signature.
- Independence from the physical location of the signee.
- Eliminates physical contracts stored in the storeroom.
- Prevents loss in sending and receiving physical documents.

13.2 Law 19.799 On electronic documents, Electronic Signature and Services for Certification of this Signature.

Chilean Law 19.799 indicates that: “The acts and contracts provided or celebrated by people or business, signed with an electronic signature, will be valid in the same way and will produce the same effects as those made in writing on paper. Said acts and contracts will be considered as written. In cases where the law demands that they are done in this way and in all cases where the law foresees judicial consequences when these are also done in writing”.

See the complete law with this link <http://www.leychile.cl/Navegar?idNorma=196640>



Sistema Minero Online 2.0

FORM FOR CREATION OF ACCOUNTS OF CONTRACTOR COMPANIES

Company ID	
Name of the Company	
Account Administrator ID	
Account Administrator First Names	
Account Administrator Last Names	
Account Administrator E-mail	
Account Administrator Telephone Number	
Account Administrator Position	

The Administrator account allows:

- Autonomously manage user accounts and permits within their organization.
- Special accesses for Contractors to enter E200 forms.

Please send the requested information to jimmy.a.ramirez@bhpbilliton.com



14 ELECTRONIC SIGNATURE OF THE CONTRACT

The contract signature can be done electronically by means of a digital signature (process implemented in Minera Escondida Ltda.) and for that the Contractor must comply with some technical requirements described below:

- To have a current Electronic Signature Digital Certificate.
- Software Adobe X Pro Licence (needed for electronic signature of documents)

14.1 Benefits of Digital Signature

- Reduce the costs of storing and dispatching documents.
- Reduce the times for processing signatures.
- Independence from the physical place where the signer is located.
- Eliminate physical places for storing documents (warehouses).
- Avoid losses in sending and receiving physical documents.

14.2 Law 19.799 Law 19.799 On Electronic Documents, Electronic Signature and Services of Certification of that signature

Chilean Law 19.799 points out: "Acts and contracts granted or concluded by natural or legal persons, subscribed by means of an electronic signature, will be valid in the same way and will produce the same effects as those issued in writing and on paper support. In the cases in which the law requires that they be evidenced in that way, and in all those cases in which the law provides for legal consequences when they are equally evidenced in writing".

See complete law in <http://www.leychile.cl/Navegar?idNorma=196640>