

**LIDER MARKETPLACE**  
**COMMERCIAL AGREEMENT**

**CLAUSE ONE. GENERAL BACKGROUND AND SERVICES.**

1.1. Lider Marketplace, hereinafter interchangeably referred to as "WMC" or "Marketplace," is an electronic commerce platform owned by Walmart Servicios Generales Limitada, hereinafter interchangeably referred to as "Walmart Chile" or the "Company." Through this platform, the Company makes available to users, hereinafter referred to as "Vendors" or "Sellers," the traffic of the Company's digital channels, collection services, software and mobile applications, including, without limitation, the web versions and mobile applications of the websites identified by search engines such as www.lider.cl, and any other domain owned by Walmart Chile, currently in operation or under development to be implemented in the future. The purpose is to market third-party products, in addition to those of Walmart Chile, on these platforms, collectively referred to as the "Walmart Sites."

1.2. Walmart Chile, through its WMC electronic commerce platform, provides Sellers who decide to sell on their behalf or on behalf of third parties with the tools that make up the Marketplace platform and all related services that allow its normal operation. This enables Vendors to market their products or services to third parties, hereinafter referred to as "Buyers" or "Customers."

1.3. Through WMC, Walmart Chile will directly or indirectly provide the Vendor with the following services:

a) Creation and maintenance of an account on WCM for the Vendor to occupy a virtual space to offer and market their products to Customers on the Walmart Sites. All transactions conducted through the Marketplace platform between Buyers and Sellers will have the nature of a sales contract, in which WCM will be a third party unrelated to it, acting as a mere intermediary, with no responsibility or obligation regarding such contracts.

b) Processing of product purchase orders through WMC.

c) Collection service for the price of the products, always on behalf and for the account of the Vendor.

e) Post-sales service and Customer support.

f) Coding and uploading of content previously created in the Seller Center by the Vendor on the Walmart Sites.

g) Logistics management (shipping, transportation, and returns) of products, including collection and delivery to the Vendor, with costs attributable to the Vendor.

h) In specific cases determined by Walmart Chile, design and execution of advertising campaigns and marketing activities.

i) Seller Support Service

1.4. In accordance with its business practices and internal policies, Walmart Chile will discretionarily determine the content, appearance, design, functions, and other aspects of the Walmart Sites.

**CLAUSE SECOND. OWNERSHIP OF WALMART CHILE.**

2.1. Walmart Chile is the sole owner of WCM and the Walmart Sites, which include the digital channels, the electronic commerce platform, its software, associated applications, and all intellectual and industrial property rights related to these tools.

2.2. The Vendor has no ownership or will have any ownership of WCM or its tools, having only the right to access WCM and use the electronic commerce platform and associated services on that platform. This right is conditioned, among other things, on the Vendor fully complying with the terms and conditions stated in this agreement and its annexes, which the Vendor declares to be aware of and accept. In no case may the Vendor copy, alter, intervene, or distribute the digital platform, software, associated applications, or any tools that enable the proper functioning of WCM. The Vendor is also prohibited from establishing any limitation on the rights and actions that Walmart Chile has over the website and technological platform. It is expressly stated that any innovation or new technology applied in transactions through WCM will be the exclusive property of Walmart Chile.

2.3. Similarly, all information about transactions carried out on WCM will be the property of Walmart Chile, including information created as a result of a transaction (including returns) or purchase, or arising from evaluations and/or comments made by Buyers who are users of WCM. The information generated in the manner indicated in this section will be fully subject to Walmart Chile's Privacy Policy, which the Vendor declares to be aware of and accept. The Privacy Policy is made available at the following link: <https://www.lider.cl/supermercado/info/privacidad>.

2.4. Walmart Chile is empowered to implement evaluation and comment systems in WCM that allow Buyers to assess the performance of Sellers, analyze and measure the quality of products, and especially those details related to their shopping experience. This information will be the exclusive property of Walmart Chile, which may use it to implement any operational, tactical, or strategic action that improves the experience of both Buyers and Sellers who interact on the site. To implement these systems or any other measurement mechanism, Walmart Chile is empowered, at its sole discretion and at any time and for any reason, to monitor, edit, move, process, and analyze any content on WCM, its tools, and associated applications, except for information provided by the Vendor for the purpose of marketing their products on WCM.

2.5. By accepting this commercial agreement and marketing their products on WCM, each Vendor grants Walmart Chile and any of its affiliated or related companies a non-exclusive, royalty-free, unlimited, and sublicensable license to publish, reproduce, display, distribute, transmit, and generally use commercially and non-commercially their name, trademarks, and logos in the context of promoting and disseminating the Walmart Chile Marketplace platform, either through the use of its own sites, third-party sites with which Walmart Chile has agreements, through the sending of emails, the use of social networks, or any other means defined in the future. Walmart Chile will use the Vendor's trade name to indicate that it is the seller of the product and reserves the right to refrain from publishing or promoting any product on any of the Walmart Sites without the need for justification.

2.6. Walmart Chile may (but is not obligated to) allow Customers, other users of the Walmart Sites, and other third parties to share and publish the content of the products on their websites, applications, and social media outlets.

2.7. If the Vendor has a website, the Vendor may, with the express authorization of Walmart Chile, include a link on that page that redirects to its section within WCM, respecting the provisions regarding intellectual property rights that may apply. The placement and form of the link will be agreed upon in advance with Walmart Chile.

2.8. To facilitate the sending of correspondence, information, or any presentation, inquiry, or complaint about the use of the site or the transactions carried out on it that cannot be completed through the Marketplace platform, lidermarketplace@walmart.com is designated as the special representative.

### **CLAUSE THIRD. ACCESS AND USE OF THE WALMART CHILE MARKETPLACE PLATFORM.**

3.1. The use and access to WCM, whether through its electronic commerce platform or the website www.lider.cl, are subject to the terms of this document, as well as any other policy referenced therein, or made available to the Seller on the Marketplace platform.

3.2. This commercial agreement will apply to any Vendor who voluntarily markets their products or services through WCM, whether through the website www.lider.cl, the Líder application, or any other site or application developed by Walmart Chile in the future.

3.3. By using their account on WCM, the Vendor acknowledges that they have read, understood, and irrevocably agreed to be bound by this commercial agreement, establishing a contractual relationship with Walmart Chile. Walmart may update or modify this agreement at any time, in which case the Vendor acknowledges and agrees to be bound by it at all times. The Vendor acknowledges and agrees that Walmart Chile assumes that the Vendor accepts modifications to this commercial agreement by continuing to maintain their WCM account and use its services.

3.4. Additionally, to create the Seller's account in WCM, the Vendor acknowledges that they have provided and will provide credible documentation to prove their identity and willingness to enter into this agreement and adhere to the terms and conditions that regulate it. The Vendor accepts and acknowledges that providing such documentation implies, along with the use of WCM, sufficient proof of their consent to the conclusion of this document; which is governed by the provisions of commercial and civil law, so no greater formality is required than that established in this instrument.

### **CLAUSE FOURTH. CAPACITY AND ACCEPTANCE OF THE AGREEMENT.**

4.1. The Seller must have the legal capacity to sell, either on their own behalf or on behalf of a third party, the product or service offered on the WMC. The Seller must comply with all relevant legal and regulatory obligations applicable to the sale of goods and services. In particular, the Seller must have the capacity to contract on behalf of the represented third party and bind them to the terms outlined in this agreement.

4.2. Each time the Seller uses the WMC platform, they agree to use the site and its services only for the purposes allowed in this agreement and in current legislation. By this act alone, the Seller declares that they are solely responsible for any breach of their obligations under these terms and the consequences (losses or damages) resulting from such breach.

## **CLAUSE FIFTH. SELLER'S OBLIGATIONS.**

**5.1.** The Seller's obligations, without prejudice to those indicated in the annexes to this agreement and in other documents governing the commercial relationship between the Seller and Walmart Chile and/or with Customers, include the following:

- i. Comply with all applicable regulations for e-commerce, health and safety legislation for products and services, consumer protection, respect for free competition, data privacy, and information security, product labeling, and compliance with labor rules related to the production and distribution chain of their products.
- ii. Comply with current tax regulations, issuing and delivering the corresponding receipt or invoice for each transaction carried out on WCM, and any other tax document required for this purpose. The Seller acknowledges that they are solely responsible for issuing invoices or receipts in accordance with applicable laws, including any penalties for non-issuance or untimely issuance.
- iii. Sell products that are authentic and not prohibited by this agreement, ensuring that they have procedures to detect products that may be counterfeit, of illicit origin (including theft, robbery, and receiving stolen goods, among others), or that violate applicable regulations and the Product Policies outlined in Annex IV of this agreement.
- iv. The Seller may only market products within the categories for which the Seller has been duly approved to sell on WCM.
- v. Provide truthful, accurate, and complete information about the products or services offered to avoid misleading or deceiving Buyers.
- vi. Update the information sent to WCM to maintain an accurate and complete record of Marketplace Sellers. Additionally, provide any additional information requested by Walmart Chile for these purposes.
- vii. Declare if the product offered has the condition of "repaired" or "refurbished" or is not considered "new" for any other reason, so that buyers can easily recognize them when making a purchase on WCM.
- viii. Inform when a product belongs to a category that requires special guides or certifications from authorities and that must be included in the product listing, with each Seller being responsible for loading this information onto the platform.
- ix. Obtain safety certifications for products requiring them and offered on WCM.
- x. Maintain complete and accurate records and accounting books related to their operations on WCM, providing any requested information related to compliance with this agreement as soon as possible and within a maximum period of 15 calendar days.
- xi. Notify Walmart Chile within a maximum period of 24 hours from the occurrence of any of the following situations: a) requesting voluntary liquidation or being declared in forced liquidation; b) being declared insolvent, or c) ceasing commercial operations.
- xii. Indemnify Walmart Chile, as well as its affiliated or related companies, from any claim, payment, direct or indirect damage, fines, or legal action carried out by third parties or public entities related to the Seller's activities on the WCM site or non-compliance with current legislation as a Seller on WCM. Sellers agree to cooperate and provide all documentation and information requested by Walmart Chile in connection with the aforementioned issues, and Walmart Chile has the right to control any defense or settlement where participation is necessary to address the action filed.

## **CLAUSE SIXTH. SELLER'S NON-COMPLIANCE.**

**6.1.** Without prejudice to what is stated in Annex VII on Penalty Policy, the following shall be considered breaches by the Seller, giving Walmart Chile the right to temporarily suspend or terminate the Seller's account immediately and at its sole discretion:

- i. Provide late, incomplete, false, or clearly erroneous information regarding the products or services offered.
- ii. Provide incomplete or false information about the identity of the Seller, whether they are a natural or legal person.
- iii. Lack of safety certifications for the offered products.
- iv. Lack of information on products belonging to categories requiring special guides or certifications from authorities and that must be published on the platform.
- v. Sale of prohibited, counterfeit, illegal, illicitly sourced products or products that infringe on industrial or intellectual property of third parties through WCM.
- vi. Lack of information regarding the "repaired" or "refurbished" condition of the offered product.
- vii. Failure to provide the receipt or invoice or the failure to issue a credit note or any other tax document when required.
- viii. The use of comments, evaluations, ratings submitted on the WCM site on any platform or area outside WCM.
- ix. Completing a transaction initiated through Marketplace or one of its associated applications outside the WCM platform.
- x. Any other publication or conduct by the Seller that jeopardizes the health, honor, or reputation of third parties or Walmart Chile, its business group, and/or its executives or collaborators.
- xi. Any other breach that leads to error or deception of WCM Buyers.

In the case of temporary suspension or termination of the commercial relationship with a Seller, Walmart Chile will remove from the platform and its associated applications, at any time, all products offered by that Seller as soon as any of the breaches indicated in this section is detected.

## **CLAUSE SEVENTH. PROHIBITIONS.**

**7.1.** The Seller is prohibited from:

- i. Use WCM to provide external contact information to the Marketplace or redirect Buyers to sites other than WCM to complete a sale or access better benefits offered on that site.
- ii. Publish, share, or transmit information belonging to another person that violates their rights (intellectual property, privacy rights); information that is harmful, defamatory, slanderous, ethnically objectionable; information that promotes racism, intolerance, pedophilia, pornography, child exploitation; that incites the commission of criminal, civil, or commercial offenses and any information that is contrary to Chilean legislation.

- iii. Use the platform to promote activities that are identical or similar to the commercial activity carried out in the electronic commerce of Walmart Chile, or to promote products outside of it.
- iv. Market products from Walmart Chile's own brands - including own brands of Lider, aCuenta, or Central Mayorista, as well as own brands of any other supermarket company that markets products under its own brands.
- v. Use the platform to make posts that contain other hyperlinks/URLs; that contain software viruses, files, or programs designed to interrupt, destroy, or limit the functionality of the platform or any computer resource; or contain trojans, worms, time bombs, or any other computer programming routine that may damage, interfere harmfully, diminish value, surreptitiously intercept, or expropriate any system, data, or personal information; sending mass emails or any form of "spam" or unsolicited commercial electronic messages.
- vi. Use the name, logos, service names, graphic material, button icons, source codes, designs, and slogans of Walmart Chile or its affiliated or related companies without the express prior authorization of Walmart Chile.
- vii. Assign this agreement to any third party without the prior express authorization of Walmart Chile.
- viii. Use WCM for purposes other than purely commercial, as stipulated in this document.

#### **CLAUSE EIGHT. COLLECTION AND COMMISSION.**

**8.1.** Walmart Chile will charge a commission for each sale made on its Marketplace platform, equivalent to a percentage of the sale price of the product to the Buyer (including taxes). This commission is linked to the following considerations: **(a)** Walmart Chile, through its WCM platform, provides the Seller with a constant and permanent flow of customers from its Lider and Express de Lider brands, both through its website and app; **(b)** Walmart Chile provides the Seller with the technological platform and other necessary functionalities for the Seller to carry out its activity within an e-commerce market; and **(c)** Walmart Chile provides the Seller with the service of collecting transactions made on its digital channels, as well as the tools and applications associated with the Marketplace platform. Access to this site or platform, which attracts a constant flow of potential buyers as regular users of this electronic market, allows Sellers to reach a larger buyer base than exists in a physical market. The calculation and payment of this commission are regulated in Annex III on Prices and Commissions.

**8.2.** Walmart Chile will provide the collection service through **Walmart Servicios Generales Limitada** or the company that Walmart Chile determines for these purposes, a service that includes the process of receiving payment for all sales generated by transactions that Buyers make on WCM, and the subsequent retention and settlement of these amounts, in accordance with the provisions of the Price and Commission Policy that the Seller declares to know and accept.

## **CLAUSE NINE. PRODUCTS.**

**9.1.** Each Seller, by offering its products or services on the WCM platform and its associated applications, expressly agrees that there are certain categories of products that cannot be promoted and/or marketed on WCM. These categories are indicated in Annex I on the Policy of Prohibited Items. The mere fact that the Seller publishes a product or service for marketing implies that they accept and are aware of this product policy.

**9.2.** Each Seller will be responsible for publishing all the information on WCM that corresponds to the products offered on the platform, complying with legal obligations and the provisions of Annex IV on the Product Policy, which the Seller declares to know and accept.

**9.3.** In the event that any of the products or services do not comply with the above or present evident errors in the information provided to Buyers, WCM may apply the penalties referred to in Annex VII of this instrument.

## **CLAUSE TENTH. INTELLECTUAL PROPERTY RIGHTS.**

**10.1.** All content published on WCM, its tools, and its associated applications, such as texts, graphics, logos, images, videos, digital downloads, data, software, and any other information of this type; design and arrangement of content and all industrial and intellectual property rights related to WCM are owned by Walmart Chile, its suppliers, and/or licensors and are protected by Chilean laws and other applicable regulations.

**10.2.** Likewise, all other names, logos, service names, graphic material, button icons, source codes, designs, and slogans that appear on the WCM platform and are not owned by Walmart Chile are the property of their respective owners and may not be used by the Seller without the prior permission of the corresponding owner.

**10.3.** Unless expressly authorized in this agreement, no part of the Marketplace platform, its tools, and its associated applications may be copied, reproduced, republished, publicly displayed, encoded, transmitted, translated, or distributed in any way to any other computer, server, platform, or other medium for publication or distribution or for any business outside of Walmart Chile without the express consent of Walmart Chile.

**10.4.** The Seller, by making an offer of products or services on WCM, guarantees to Walmart Chile that they are legally empowered to do so and thereby comply with the obligations imposed on them in this document. Similarly, by publishing their products or services, they declare and warrant that the use of the content by WCM does not infringe any intellectual property rights of any third party. It is noted that Walmart Chile assumes no responsibility of any kind regarding the content provided by the Seller on WCM or on behalf of a third party.

## **CLAUSE ELEVENTH. PRIVACY POLICY.**

**11.1.** All information shared with Walmart Chile through its Marketplace platform will be collected, stored, processed, protected, and may be shared outside of Walmart Chile and its related or affiliated companies, in accordance with the criteria defined in Annex II on Privacy and Data Usage Policies, which the Seller declares to know and accept.

**CLAUSE TWELFTH. DISCLAIMER.**

**12.1.** WCM, its digital channels, and associated applications made available to Sellers operate based on the utility they provide to their users; however, Walmart Chile and its subsidiaries or related companies cannot guarantee that they will operate without interruptions and, therefore, will not be responsible for the loss of sales or any other direct or indirect damage that these eventual problems may generate.

**12.2.** In this way, neither Walmart Chile nor any of its subsidiary or related companies will be responsible or obligated to indemnify damages or losses caused to third parties due to delays or interruptions on our platform, whether caused by viruses or other malicious software received through access or links to our system; nor for defects, failures, or errors caused by damage to the hardware device that may prevent data transmission; nor system failures or inability to perform its functions normally, also due to, among other things, force majeure or fortuitous events, including, among others, earthquakes, tsunamis, political disturbances, strikes, lack of labor or materials, terrorist attacks, government actions, court orders, epidemics or pandemics, cyber attacks, and any other event of man or nature that may prevent the proper functioning of the platform and its associated applications.

**12.3.** Walmart Chile does not participate or intervene in the negotiation process or in the perfection of the sales contract agreed upon between the Seller and their Buyers, so it is not responsible for the conditions agreed upon by the parties or for the existence, quality, quantity, state, completeness, or legality of the products or services offered, nor is it responsible for the contracting capacity of the parties, nor for the truthfulness of the personal data provided. Finally, Walmart Chile is not responsible for the effective fulfillment of the tax obligations established by law for the parties of the transaction executed through WCM.

**12.4.** The parties agree that, in any case, the limit of liability of Walmart Chile or its subsidiaries or related companies to the Seller in the context of the Contract and its activities in WCM will be the total amount of the commissions deducted by Walmart Chile from the Seller within the last 2 months preceding the event that gives rise to such liability.

**CLAUSE THIRTEENTH. MODIFICATION OF THE WEBSITE AND COMMERCIAL AGREEMENT.**

**13.1.** Walmart Chile reserves the right to make changes to its Marketplace platform, its policies, or this document at any time. These modifications must be notified by WCM to the Sellers through the WCM platform, who will be deemed to accept such modifications by the mere fact of continuing to use the WCM platform after such notification.



**13.2.** Any Seller who does not agree with the modifications made to WCM may terminate the commercial relationship that binds them to Walmart Chile and the WCM platform. However, if, after being notified of any of the aforementioned modifications, the Seller uses the platform and/or its associated applications, this will imply tacit acceptance of such modifications.

#### **CLAUSE FOURTEENTH. DURATION OF THIS AGREEMENT.**

**14.1.** This version of the agreement will come into effect from the date of acceptance by the Seller and will remain in force indefinitely. Walmart Chile will inform, in advance, through its platform and associated applications, of any modifications to these terms.

**14.2.** Any modification to this document will keep unchanged the rights of those Buyers who have made their purchases during the validity of the modified instrument.

#### **CLAUSE FIFTEENTH. TERMINATION OF THIS AGREEMENT.**

**15.1.** Walmart Chile will have the right to terminate this agreement immediately and at any time, simply by communicating it to the Seller through WCM or by any written or electronic means. Notwithstanding the above, this agreement will terminate ipso facto without the need for a judicial declaration or greater formality, and without Walmart Chile incurring any responsibility, in case the Seller is not approved in the vetting or review process prior to their enablement.

The Seller will also have the right to terminate this agreement with prior notice by email, confirming it through WCM. Walmart Chile will disable the Seller's account within 30 business days following receipt of the request.

Without prejudice to the foregoing, both parties will be subject to any obligation that, due to its legal effects, must be fully complied with to terminate the commercial relationship, including the sales that the Seller had in progress with their Buyers, which must be duly completed before the termination of the agreement.

**15.2.** In the event that this agreement terminates due to voluntary or forced liquidation, insolvency, or because the Seller has ceased to operate commercially, the Seller must still carry out and comply with the terms of all purchases that they had in progress through WCM, from the beginning of the liquidation process or the declaration of insolvency or the notification of the cessation of operations, until the delivery of the products or the provision of the service to the Customer. It is noted that in the event of verifying any of the termination causes described above, Walmart Chile and/or any of its subsidiary or related companies are exempt from complying with any of the obligations contracted by the Seller.

**15.3.** The Seller accepts that, in case of termination of this agreement, for any reason:

- (i) Walmart Chile will immediately disable the Seller's publications to prevent more purchase orders from entering;
- (ii) The Seller must fulfill all pending purchase orders that had entered before the account was disabled;
- (iii) The payment of any balance in favor of the Seller will be subject to the application of considerations, penalties, and/or any other charge that Walmart Chile is entitled to under this instrument; and

- (iv) The payment will be verified once the period for requesting returns by Customers regarding the last products sold has concluded.

**CLAUSE SIXTEENTH. APPLICABLE LEGISLATION AND DISPUTE RESOLUTION**

**16.1.** This agreement will be governed and interpreted in accordance with the laws of Chile, and any dispute arising from this agreement, its existence, validity, interpretation, scope, or compliance, will be submitted to the current laws of Chile and must be known by the Courts of Justice of the city of Santiago, Metropolitan Region, and the procedures in force for such purposes.

**CLAUSE SEVENTEENTH. ANNEXES**

**17.1.** All currently valid policies or regulations of Walmart Chile are part of this agreement, which will be made available to the Seller on the WCM platform, and the following annexes to the agreement:

Annex I Prohibited Items Policy

Annex II Privacy Policies, Data Usage, and Information Security

Annex III Pricing and Commission Policies

Annex IV Product Policy

Annex V Shipping Policy

Annex VI Warranty and Returns Policy

Annex VII Penalties Policy

Annex VIII Dispute Policy

Annex IX Compensation Policies

Annex X Anti-Corruption Policy and Regulation

## ANNEX I

### POLICY ON PROHIBITED ITEMS

**Products with Sales Restrictions:** The products listed below are those that, while they can be sold through the Marketplace, such sales must be made under the conditions indicated for each category.

Products with sales restrictions	Conditions for sale
<b>Video Games</b>	Sales must be to individuals over 8, 14, or 18 years old, as established in the labeling.
<b>Products Containing Organic Solvents</b> (e.g., Agorex)	Exclusive sale to individuals over 18 years old

**Prohibited Products:** Prohibited products are those that cannot be sold by Sellers through our Marketplace platform. It is noted that the following list is merely exemplary, with Walmart Chile reserving the right to prohibit the sale of other product categories not included in the following list:

Category	Detail
<b>Food</b>	No food items can be sold through the Marketplace.
<b>Alcohol</b>	Empty liquor and/or alcoholic beverage containers, except those that are considered fine, ornamental and/or collectible glassware.
	No alcoholic beverages, including powdered liquor.
<b>Animals</b>	Animal vaccines.
	Veterinary drugs for animals with pharmaceutical purposes, which are not over-the-counter, have restrictions, and require a veterinary prescription.
	Organs or corpses of animals.
	Live animals.
	Products with specimens (animals in formaldehyde) or any type of animal product not authorized by law to be sold through Retail channels.

<b>Weapons</b>	- Any type of weapons, including firearms of any kind, army weapons, shotguns, bayonets, rifles, pistols, tear gas of any kind, explosives of any kind, metal dart guns, plastic or rubber pellet guns, replicas, or imitations of guns, disguised guns for stunning, gun conversion equipment. In general, accessories that are not authorized by law to be sold through online channels or that require documentation to be provided by the consumer.
	Firearm ammunition and all varieties of cartridges, silencers and light suppressors.
<b>Art and Collections, Replicas, Unauthorized Forgeries, and Copies</b>	Unauthorized copies of art, PDF books, autographs or signatures, and any item that may violate the copyright and/or intellectual and/or industrial property rights of third parties. - Any other document or product that violates laws regarding copyright, patents, trademarks and models, and industrial designs.
<b>Autos and Other Motorized Vehicles</b>	Driver's licenses and other official identification documents and any product designed to violate applicable regulations.
<b>Cosmetics and Chemical Products</b>	Used and/or opened products.
	Fake or unauthorized products.
	Products without ISP registration, as applicable
<b>Decoders and antennas</b>	Decoders and antennas that allow unlocking a receiver to view signals that should be paid for
	Chips or plates that allow the receiver to be unlocked to see signals that should be paid.
	Components that allow modifying or unlocking receivers to view paid signals.
<b>Money</b>	Bullion, coins, banknotes, bank bonds, payment orders, postage stamps and the equipment used for their manufacture, insurance policies, credit, loans, insurance, shares, uncanceled share certificates. Aid, cards and/or support certificates issued by the state.
<b>Legal and Personal Documents</b>	Personal documents such as passports, driver's licenses, etc.
<b>Tickets</b>	Tickets to concerts or events.
<b>Jewelry</b>	Jewelry with conflict minerals and/or that does not comply with applicable laws or regulations.
	Loose gemstones.
<b>Toys</b>	Toys that do not comply with applicable regulations regarding product safety and/or any other regulations applicable to this category.
	Products that involve and/or contain pornography.
	Those that contain specimens (animals and/or plants) in formalin.
	Any replica firearms.

<b>Computer games/consoles</b>	Any boot disk, card, emulator, or loader program.
	Hardware, software, or books that make it easy to circumvent or hack the copy protection of digital products.
	Any device that replaces current technology in a video game or game console.
	Used or cloned or modified consoles and video games.
	Games with pornographic content
<b>Medicines and medical products</b>	Any medicine for human use.
	Any medication for veterinary use that requires a medical prescription or supervision, whether or not indicated on its packaging.
	Drug accessories such as pipes, syringes, lighters, etc.
	Illegal, adulterated drugs and narcotics.
	Products that simulate the effects of any illegal drug, e.g. tranquilizers or hallucinators or with euphoric effects, mushrooms, exotic herbalism.
	Medicines and medical products whose sale in the supermarket business is prohibited by law.
<b>Historical, Cultural, Archaeological, and Paleontological Heritage</b>	- Objects considered part of archaeological and paleontological heritage or historical and cultural heritage.
<b>Pesticides</b>	Pesticides for specialized sale that require special health authorization (those for general sale are excluded).
<b>Floors</b>	Live plants.
	Illegal plants and/or their products or seeds.
<b>Funeral products</b>	Any item, including urns, coffins, etc.
<b>Offensive products</b>	Products that show explicit nudity or vulgar language.
	Products and/or publications including, without limitation, books and magazines with discriminatory content or hate messages directed at specific ethnicities, groups or people, whether due to their race, religion, gender, and/or characteristics that may be offensive.
	Products that display or contain pornography.
	Productos que promueven de manera insensible o inapropiada, la crueldad animal, posturas políticas, religiosas, eventos históricos,

	<p>actividad criminal o ilegal. Artículos de figuras públicas y/o partidos políticos, tales como máscaras, piñatas, poleras, textiles, etc.</p> <p>Products with images of marijuana leaves, even if they do not have any message referring to consumption.</p> <p>Products that insensitively portray derogatory stereotypes based on race, ethnicity, gender, sexual orientation, religion or nationality.</p> <p>Products that promote criminal or illegal activity, hatred or intolerance.</p>
<b>Dangerous Products</b>	<p>- Any chemical substance or compound designed for exclusive commercial, industrial, or professional use that is considered a dangerous substance/activity in terms of environmental legislation, safety, and other applicable legislation.</p> <p>Items with explosive, reactive, flammable, and/or toxic characteristics, except those that, due to their volumes, are not considered dangerous and are not subject to any restrictions on their marketing and/or distribution.</p> <p>Radioactive or contaminating material and/or that is prohibited by law or by the competent authority</p> <p>Venom</p> <p>Products prohibited for sale by competent authority.</p>
<b>Prohibited products whose origin corresponds to one of the sanctioned countries according to PO-007 Trade Sanctions Policy</b>	Cuba, Syria, Crimea (Ukraine region), Iran, North Korea
<b>Restricted products whose origin corresponds to one of the countries sanctioned according to PO-007 Trade Sanctions Policy.</b>	Albania, Belarus, Bosnia & Hezergovina, Burma/Myanmar, Burundi, Central African Republic, Democratic Republic of the Congo, Hong Kong, Iraq, Kosovo, Lebanon, Libya, Mali, Montenegro, Nicaragua, North Macedonia, Russia, Serbia, Somalia, South Sudan, Sudan, Ukraine, Venezuela, Yemen, Zimbabwe.
<b>Clothing and shoes</b>	Used clothes and shoes.
<b>Software</b>	<p>Test codes (beta).</p> <p>Test keys (beta).</p> <p>Test software (beta).</p> <p>OEM software.</p> <p>Bundle or individual recovery software.</p> <p>Pendrive or storage memory/USB with harmful software.</p>

	Unlicensed software.
	Any software that violates applicable regulations and/or that allows the violation of any law.
<b>Supplements and Vitamins</b>	Those that contain prohibited substances in accordance with applicable regulations.
<b>Tobacco</b>	Cigars
	Electronic cigarettes and related products.
	Other tobacco or nicotine products, including collectible tobacco or collectible tobacco products.

## ANNEX II

### PRIVACY POLICIES, DATA USE, AND INFORMATION SECURITY

All information related to transactions carried out on Walmart Chile's Marketplace will be the property of Walmart Chile. This includes information added to the Marketplace platform, information generated as a result of a transaction or purchase on the platform, and evaluations and comments that Buyers may provide when making a purchase on the site. All this information will be governed by Walmart Chile's Privacy Policy, which can be found at the following link: <https://www.lider.cl/supermercado/info/privacidad>, and which the Seller declares to be aware of and accepts.

Sellers may only use transaction information to comply with the provisions of this agreement, always respecting any applicable regulations regarding the use and processing of personal data. Sellers must adhere to the Personal Data Use and Processing Policy, attached as Annex XI to this document, which the Seller declares to be aware of and accepts. It is strictly prohibited for Sellers to disclose this information to third parties, except for the necessary information to delivery companies or if the Seller is required to provide information by a competent authority. In such cases, the Seller must inform Walmart Chile in advance so that it can, if necessary, oppose the disclosure of information. Sellers are also not allowed to use information obtained through WCM to engage in illicit agreements with other Sellers.

Each Seller undertakes to inform Walmart Chile of any act, deed, or omission that constitutes a breach of the privacy obligations contained in this agreement or in Walmart Chile's Privacy Policy. This includes actions or omissions by the Seller or those for whom they are responsible, especially but not limited to leaks, loss, or disclosure of Confidential Information (the "Data Incident"). "Confidential Information" shall mean all information about, related to, or owned by Walmart Chile or any person affiliated with Walmart Chile, in any medium or format in which it is communicated or recorded, tangible or intangible, whether transient or permanent, identified or not as confidential, which Walmart Chile provides to the Seller in connection with this agreement or which, by any other means or cause, comes to the knowledge, possession, or control of the Seller, their contractors, personnel or executives, advisors, or workers, in connection with this agreement. The Seller must notify Walmart Chile's Privacy Office within twenty-four (24) hours of the occurrence of any Data Incident, through a written notification addressed to their Information Security Officer at [privachile@walmart.com](mailto:privachile@walmart.com) and [infoseg@walmart.com](mailto:infoseg@walmart.com). The written notification must summarize, in detail, the nature and scope of the Data Incident (including a description of all Confidential Information and affected Walmart systems) and the corrective action already taken or planned by the Seller. The notification will be supplemented in a timely manner to the level of detail requested by Walmart, including relevant investigation reports or expert reports.



## ANNEX III

### PRICING AND COMMISSION POLICIES

Each Seller will be responsible for setting the retail selling price of the products marketed through WCM, always complying with current regulations on fair competition and this policy. It is expressly stated that Walmart Chile will not have any interference in determining the price of items sold to the public by Sellers through the WCM platform.

The Seller acknowledges being responsible for the amounts of the product listing prices, recognizing and accepting that they will fulfill all confirmed purchase orders under the published prices.

Any special event and/or campaign will be implemented only if Walmart Chile has the capacity to carry it out. In such a case, Walmart Chile will notify the Seller through WCM.

If Walmart Chile decides to implement a special event and/or campaign on the Marketplace, only those Sellers who voluntarily and freely accept the mechanics promoted by Walmart Chile within the specified timeframe can participate. It is essential that Sellers accepting participation in a specific campaign have the necessary stock to support an increase in demand for the entire duration of the campaign.

Walmart Chile will collect, through the issuance of a collection ticket, all sales generated by transactions that Buyers make on WCM and will retain these amounts in compliance with the provisions of this clause. For all legal purposes, the payment made by Buyers to Walmart Chile will be deemed as payment made by Buyers to Sellers.

Each product category available on WCM will have an associated commission, which will accrue for each sale made on WCM. The table with these commissions is attached at the end of this annex. However, Walmart Chile may agree with a particular Seller on a different commission than stipulated in the table. This must be duly supported, at least, by email correspondence between both parties.

The aforementioned commission accrues in favor of Walmart Chile once the Seller delivers the product to the logistics operator.

The Seller authorizes Walmart Chile to deduct from the amounts collected for each sale, the percentage associated with the aforementioned commission, and any other amount owed to Walmart Chile by the Seller, such as payment for delivery to Buyers, logistic service, compensation to buyers, fines, returns, transactions that may correspond to periods before the current sales period, among others. Prior notice will be given that such compensation will be made within a specified payment period.

Notwithstanding the above, Walmart Chile will refund the commission to the Seller despite the sale being completed when: i. The order is canceled by the Customer within the allowed cancellation period; or ii. There is a courier or logistic service failure contracted by Walmart Chile, provided that such failure: (i) prevents the delivery of the product to the Customer; or (ii) in case of a delay, the Customer opens a dispute or makes a claim regarding the sale, the direct cause of which is the delivery delay.

Once the amount to be paid to the Seller for the collection of the amounts from their sales on WCM is liquidated, the balance will be paid to each Seller by electronic transfer to the bank account indicated by each Seller in their Marketplace platform user, within 7 business days following the close of the sales period. The sales period will be understood as the time frame between the 1st and 14th days and between the 15th and 31st days of each month. Walmart Chile will have full freedom to set sales periods different from those indicated, as long as they do not exceed the already defined duration, without the need to modify this agreement. Payments for the aforementioned amounts will always be made without adjustments or interest.

The Seller will receive from Walmart Chile the total selling price of the product on the agreed-upon date (minus any applicable deductions), regardless of whether the product was purchased by the Buyer in cash or through installment payments.

Similarly, if the Seller fails to fulfill all or part of the obligations acquired under this agreement, Walmart Chile may withhold the amounts collected until the Seller can ensure, at Walmart Chile's discretion, that the breach of this agreement or a purchase order generated by a WCM Buyer will not affect any Buyer or generate liability for Walmart Chile or any of its affiliates and related entities. All amounts withheld by Walmart Chile for the aforementioned reasons will be transferred to each Seller once the particular case is resolved with the affected Buyer and provided that the Seller is not responsible for the claim. Finally, in the event of a debt from the Seller to Walmart Chile or any of its affiliated entities, whether subsidiaries or related in any form, its collection will be subject to the processes of Walmart Chile's Collection Policy, which has been made available to the Seller and which the Seller declares to be aware of and accepts.

The commission table to be charged to the Seller, according to the product category, is as follows:

<b>Category</b>	<b>Comission</b>
Computers	9,5%
Cell phone accessories, TV and computers, headphones	9,5%

Smartwatches, audio, video game consoles and computer connection	9,5%
Home, kitchen and other decoration	15%
Sports and camping	14%
Toys	16%
White goods and appliances	9,5%
Beauty and health	13%
Video games	9,5%
Cycling	12%
Personal care	13%
Bags and backpacks	13%
Linens	15%
Furniture	14%
Grills	15%
Telephony	9,5%
Television	9,5%
Printers and Multifunction	9,5%
Cameras and Lenses	12%
Camera Accessories	14%
Diapers, baby safety and childcare	11%
Baby Cars and Seats	14%
Food Pets	8%
Other Pets	14%
Pet accessories	14%
Pet health and grooming	14%

Arts and Crafts	14%
Arts and Crafts	14%
Books and Magazines	15%
Luggage and Accessories	14%
Clothing	16%
Garden and Patio	14%

The indicated commissions will have a 50% discount, applicable during the first 60 calendar days counted from the subscription of this instrument.

## ANNEX IV

### PRODUCT POLICY

Each Seller, when marketing their products on WCM, undertakes to comply with laws, regulations, and in general, any rules related to consumer rights protection, respect for fair competition, product safety, data privacy, and private life, product labeling, and compliance with labor rules in everything related to the production and distribution chain of the products.

Only products that can be legally marketed and delivered in the territory of Chile can be sold. It is prohibited to market products under Walmart Chile's own brands, including private labels of Lider, aCuenta, or Central Mayorista, as well as private labels of any other company that markets products under its own brands.

The sale of counterfeit, illegal, illicitly sourced products, or those that infringe on the industrial or intellectual property rights of third parties through WCM is strictly prohibited.

It is the responsibility of each Seller to ensure that the information about the products fully complies with the Consumer Protection Law, including, but not limited to, ensuring that the product descriptions, photos, and features, among others, displayed on the Marketplace are accurate, complete, up-to-date, and do not mislead or deceive Buyers.

Walmart Chile may, at its sole discretion, request information to verify that the products being marketed on its Marketplace comply with the above paragraph. Failure to provide the requested information in a timely manner will enable Walmart Chile to terminate this agreement with the respective Seller.

Walmart Chile may remove a product at any time if it detects that the publication does not comply with the provisions of this agreement or any other document regulating the relationship between the Seller and Walmart Chile and the sale of products through WCM and its related tools. The removal of the product will be notified to the Seller as soon as possible so that, if necessary, the non-compliance or error that led to the removal can be corrected.

Requirements for product listings offered on WCM:

- 1) Product condition: Each Seller must clearly inform in the product listing if it is repaired, refurbished, or for any reason not considered "new," so that Buyers can easily recognize them when making a purchase on WCM.
- 2) Certifications and others: Each Seller must have and upload to the tool provided by Walmart Chile, in full, all warnings, liability limitations, special guides, or certifications that need to be published on each product's page. If a product belongs to a category that requires special guides or certifications from authorities that should be included in the product listing, each Seller is responsible for uploading such documentation,

such as the energy efficiency certificate issued by the Superintendence of Electricity and Fuels, SEC.

- 3) Inventory: Each Seller must upload updates to the available stock of the products they sell on WCM to the platform, especially for those products that have had significant variations in availability. The stock information uploaded must be correct and reliable to avoid stockouts that may harm Buyers. If this occurs repeatedly, Walmart Chile may remove the specific product or terminate this agreement. If the information regarding available stock is incorrect or outdated and this results in order cancellations or delays in the committed deliveries, the Seller must bear the eventual compensation that needs to be paid to the affected Buyer through Walmart Chile, as indicated in annex VIII of this agreement.
  
- 4) Third-party licenses: If the Seller sells products licensed by third parties, they must upload to the tool that Walmart Chile provides for this purpose, backups of the license authorizing the marketing of such products before marketing them.
- 5) Information in Spanish: In case the products marketed by the Seller are imported, the product description on the Marketplace must always be in Spanish. This is also required for the product labeling delivered to Buyers, as well as for the manuals or assembly guides that may be included.
  
- 6) Photographs: Each Seller is responsible for uploading photographs to the tool that meet the technical requirements informed by Walmart Chile and allow Buyers to see the product being offered correctly. Sellers must avoid uploading photographs that may mislead or confuse the Buyer. Likewise, Sellers are responsible for uploading photographs with the respective copyright, so if Walmart Chile detects or receives any complaints about the unauthorized use of photographs on WCM, it may remove the product and even suspend the account of the responsible Seller, at its sole discretion. Walmart Chile will not be liable for legal actions by third parties regarding the improper use of photographs by the Seller. In this case, the responsible Seller must indemnify Walmart Chile and all its subsidiaries, whether subsidiaries or related in any way.

Walmart Chile reserves the right to reject the publication of a product that does not meet these characteristics or that presents obvious errors in the information that will be provided to Buyers. Similarly, Walmart Chile may remove duplicate publications or those that, in any way, seek to artificially increase the visibility of a particular product.

## **ANNEX V**

### **SHIPPING POLICY**

Once the Buyer makes a purchase on WCM, Walmart Chile will electronically transmit to the Seller the necessary data for its processing. The Seller is responsible for confirming on the platform the purchases made by Buyers within a maximum period of 24 consecutive or business hours, depending on the Seller's chosen service scheme, counted from the generation of the purchase order on the platform, updating the status of each one on the Marketplace platform. It is the Seller's exclusive responsibility to periodically access the platform to review and confirm the purchase orders that are being generated within the established timeframe. Once the purchase is confirmed, the Seller must prepare and dispatch the purchase within 24 consecutive or business hours, depending on the service scheme chosen by the Seller, counted from the purchase confirmation. Each Seller must regularly update the status of the purchase, its processing, and the delivery of the product to the logistics operator so that Walmart Chile can monitor the transaction status continuously and updated. If the Seller does not confirm a purchase within the aforementioned 24 business hours, Walmart Chile may cancel it, without generating any liability for Walmart Chile. Each Seller must take responsibility for any compensation to the affected Customer or fines that may be due under current regulations or this agreement.

The logistics management (shipping, transportation, and returns) of products sold through WCM will be the responsibility of Walmart Chile (by itself or through logistics operators), including collection and delivery to the Seller, in accordance with the terms and conditions of Walmart Chile's Shipping Policy, which the Seller declares to know and accept. The Seller may not use its own logistics or that of third parties for these purposes.

This logistics service includes the removal of the product from the facilities defined by each Seller, depending on the volume of orders. For the correct provision of the service, each Seller must print a label pre-established by Walmart Chile, which must be attached to the package to be delivered. Otherwise, Walmart Chile or the logistics operator may reject the product pickup.

The Seller must deliver to Walmart Chile or the third party defined by it, the respective package for later dispatch to the Buyer, within 24 business hours following the purchase confirmation. Each Seller will bear the shipping costs and any other costs related to issues in the dispatch of products to Buyers until they are delivered to Walmart Chile's logistics operators, including, but not limited to, damaged products, delayed, duplicated, or incorrect deliveries.

The cost of this service will depend on the weight/volume of the product and its final delivery address, according to the corresponding fee table available to Sellers on the Marketplace platform. These costs may vary depending on the values informed by the couriers, which will be duly communicated to the Sellers. Biweekly, or depending on the settlement cycle established by Walmart Chile, each Seller will receive the details of all shipments that have been made, so they can be included in the corresponding settlement and deducted from the total amount to be transferred for the products sold by the Seller through WMC

Each Seller will be responsible for proper packaging and packaging, according to the nature of the product, in the terms of the manual that will be made available on the Marketplace platform. If the

Seller cannot send all the products considered in a purchase, they must send all available products for shipment and cancel on the Marketplace platform those that cannot be delivered, so that the Buyer is informed in a timely manner.



## ANNEX VI

### WARRANTY AND RETURNS POLICY

The Seller must accept all products returned by Customers in the exercise of the right of withdrawal provided by law, within 10 calendar days from the receipt of the product. Likewise, the Seller must accept all orders and/or products returned by Customers under the exercise of the legal warranty, within 6 months from the receipt of the product. Finally, the Seller must accept the return of those orders returned by customers due to Walmart Chile's satisfaction guarantee within 30 calendar days from the receipt of the product.

Customers may return products purchased on WCM at any Lider brand supermarket or by arranging for the product to be picked up at the Buyer's address.

#### Cancellations:

Cancellation of a product by the Buyer shall only proceed if the Seller has not accepted the purchase. Each Seller must promptly manage all cancellations requested by Buyers, as informed by Walmart Chile. Similarly, Walmart Chile may cancel purchases if it detects that they are being made through fraud or deception, or if it detects, at its sole discretion, a clear error in the product information provided to the Buyer. Likewise, the Seller may cancel the order in case of stock unavailability. In this latter case, the corresponding commission will still be charged.

#### Returns for satisfaction guarantee:

Marketplace will offer Buyers the possibility to return their purchases within a maximum period of 30 calendar days, provided that the product shows no obvious signs of use and is returned with all the original accessories it may have had at the time of delivery.

Once the product is received by Walmart Chile at one of its stores or delivered by the Buyer to the logistics operator, Walmart Chile will reimburse the Buyer the amount paid, excluding the shipping cost. If that amount has already been transferred to the Seller under the collection service stipulated in this agreement, Walmart Chile will deduct it from a future settlement.

#### Returns for legal warranty:

If a product sold through the Marketplace presents faults or cannot be used for the purpose it was bought, the legal warranty established in the Consumer Protection Law will apply. Walmart Chile will notify the Seller of any claim made by a Buyer where the application of the legal warranty is required. In this case, Walmart Chile will manage the retrieval of the product from the Buyer's address to make it available to the Seller, so that the latter can determine whether the legal warranty applies. If, as a result of the exercise of the legal

warranty, a customer opts for the repair or exchange of the product, the contact and coordination between the customer and the Seller for these purposes will be carried out by Walmart Chile.

The Seller must reimburse Walmart Chile for the logistical cost of delivering the product to the Seller's warehouse, authorizing the respective deduction in the future settlement to be made. Similarly, if the customer chooses a money refund, Walmart Chile will reimburse the Buyer the amount paid for the product, plus the shipping cost and any compensation that may be payable, which will also be deducted from the Seller's future settlement for their operations in the Marketplace.

If the Seller proves that the product did not have an inherent fault, and the damages were generated in the shipping process or it is possible to prove that the fault occurred due to an act of the Buyer, the costs associated with the Customer's claim will be borne by Walmart Chile.

The process for cancellations and returns will be governed by the provisions of Annex VIII on Dispute Policy.

#### Money refund:

In accordance with the foregoing, Walmart Chile will process the money refund necessary to be made to Buyers in case of purchase cancellations or product returns, which will be made through the same payment method used by the Customer in their purchase. Each Seller will be responsible for issuing and maintaining the respective credit note, so that the accounting flow of the canceled or returned purchase complies with current regulations and is duly recorded. Once the refund is made, and if applicable, Walmart Chile will return to the Seller the commission agreed upon for that purchase, minus any tax that may have already been accrued and cannot be recovered.

Each Seller hereby agrees that, if responsible for the cause of cancellation or return of any of their products sold on WCM, Walmart Chile may deduct from any pending settlement the amounts generated by such cancellations or returns, including any compensation to Customers and reverse logistics.

#### Market withdrawals:

Walmart Chile will not be responsible for market withdrawals of products sold in the Marketplace, without prejudice to its authority to remove the listing of a product affected by a mass failure. Each Seller will be responsible for any defect, market withdrawal, or safety alert issued by the competent authorities, and must immediately remove the affected products from the site, notifying the commercial teams and Walmart Chile's Compliance area in parallel, within a maximum period of 24 hours from the detection of the problem

with the affected product(s), providing all the information required to provide precise support to Buyers or the authority if necessary.

## ANNEX VII

### PENALTY POLICY

In order to ensure compliance with this agreement and enhance the customer experience, Lider Marketplace reserves the right to monitor and assess the performance of the Seller based on the following parameters: sales behavior, fulfillment and delivery times, product quality, product inventory, and any other aspect related to their performance with Walmart Chile and the end customer. The following penalty scheme has been established to ensure the proper process of selling products on Lider Marketplace.

#### Detection of infringements

There are 2 types of infringements that Lider Marketplace may apply to Sellers:

- For severe events.
- For non-compliance with indicators.

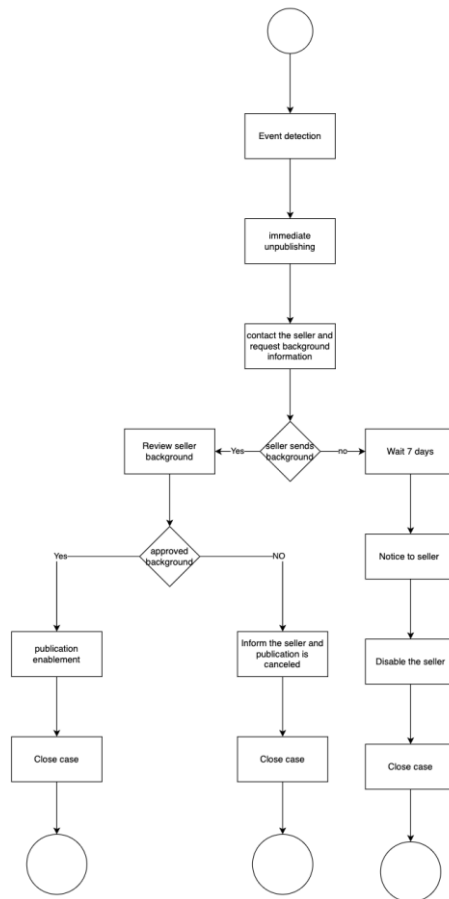
#### For severe events

Severe events are understood as those that violate the terms of this commercial agreement, breach any legal regulations, and/or substantially harm the customer experience.

*Table 1: Infraction Table by Events*

Events
Publish products considered to be on the list of prohibited products.
Publish products of prohibited origin.
Publish products that violate copyright law and authenticity of the products.
Publication and/or sale of reconditioned products (without the correct detail in the publication)
Breach of contract
Policy violation

When detecting the events described in this table, the following procedure will be followed:



Due to non-compliance with indicators

In the case of non-compliance with indicators, a strike scheme will be applied to promote the correct operation of the Marketplace.

We have a 3-strike detection and warning system, which will be applied depending on the severity of the infraction committed by the Seller.

Detection	Action
FIRST DETECTION (Strike #1)	Call for attention and work session with the Seller.
FIRST DETECTION (Strike #2)	Unpublishing of products for 7 days.
FIRST DETECTION (Strike #3)	The Seller will have his account deregistered.

Each of the strikes will be activated based on the Seller's operational indicator policy published in the Seller Help (knowledge base), where you can find: the indicator, the allowable threshold and its severity.

Non-compliance type:

**Critical:** The strike system will be applied.

**Non-Critical:** The Seller will be informed internally for management.

Once per calendar week (Monday to Sunday), the indicators will be reviewed and accordingly a penalty will be applied if the permitted threshold of one or more indicators has been exceeded for a period equal to or greater than one day.

Threshold = Minimum sale

The scheme for non-compliance with indicators will only apply to Sellers who have at least 5 weekly sales.

Regarding those Sellers who have less than 5 weekly sales and who present a violation according to this criterion, the application or not of a penalty will be reviewed case by case at the discretion of Walmart Chile.

Behavior evaluation of Sellers

Sellers must maintain excellent behavior to remain on Lider Marketplace. Sellers will be classified according to this behavior and measured by indicators (KPI) that will be available in the Seller Help Knowledge Base. The indicators will be updated according to the needs of Walmart Chile, which will be promptly informed to the Seller, and it is the Seller's responsibility to consult, internalize and implement the thresholds and recommendations established in the KPIs.

If necessary, the Seller will be summoned to meetings for evaluation and commitment to improvements.

BEHAVIOR	KPI'S COMPLIANCE	ACTION
Bad	-90%	Meeting with seller
Regular	90% to 95%	Email notice
Excellent	95% to 100%	Mails to congratulate and promote improvements, meeting to learn about successful experience, boost sales

*\* Compliance KPI's is the simple weighted average between the key indicators available in the Seller Help knowledge base*

Sellers may appeal the application of a certain penalty, creating a support ticket on the platform and attaching the corresponding evidence to justify their appeal, as detailed in the Dispute Policy.

Incorporation of new penalties

Walmart Chile is authorized to incorporate new penalties or modify existing ones, prior notice to the Seller through the platform.

Financial application of penalties and adjustments

*The amount of penalties applied to Sellers will be deducted in the immediately following settlement period.*

## ANNEX VIII DISPUTE POLICY

In order to provide personalized, efficient, and effective service, WCM provides the Seller with the option to initiate disputes on the Marketplace platform whenever there is a need for review or incorporation of new information regarding situations that may result in a discount on the settlement payable to the Seller. This dispute is initiated through a "dispute ticket" on the same platform.

The dispute ticket is different from a support or inquiry ticket, as a potential resolution may modify the Seller's settlement.

For example, the Seller may initiate a dispute in cases where they are not satisfied with a settlement; to request a review of their sales, commissions, and fees; for discrepancies in charges incurred for reverse logistics and customer compensation; for the review of any charges made; for dissatisfaction with product returns; for the review of unpaid compensation for returned products; for the review of penalties and fines; for the review of damage during reverse logistics, etc.

**Timelines and SLAs:** In table #2, the timelines and SLAs for initiating a dispute are described.

*Table 2: Deadlines and SLA for dispute ticket*

<i>Action</i>	<i>Deadline</i>
Create a dispute ticket	5 business days from the event or receipt of the product
First response and assignment of executive	48 business hours from the ticket creation
Attach evidence or additional information if required	48 business hours from the response in the ticket

If the Seller does not provide the requested information within the specified timelines, the ticket will be considered closed. If the Seller wishes to continue with the process, they will need to create a new ticket, attach the evidence, and restart the resolution timeframe.

It is only possible to generate a dispute ticket through the platform by creating a unique ID for the ticket. The Seller can review the ticket and obtain information about its status.

**Payment**

**terms:**

In the event that the dispute ticket results in a resolution that favors or goes against the settlement of the Seller, it will be paid or deducted, as applicable, in the following billing period (refer to Annex III regarding pricing and commission policies).



**ANNEX IX  
COMPENSATION POLICIES**

**Customer Compensation:** Customer compensations in the WCM will be subject to the compensation policies in place for all Walmart Chile customers, which the Seller declares to be aware of and accept. Walmart Chile will handle any potential customer claims through its own customer service channels, but it will be the responsibility of the Sellers to resolve the cause that led to such claims. If this does not occur within the established deadlines set by Walmart Chile, Walmart Chile will resolve the claim with the corresponding deduction of any amount it had to disburse on behalf of the Seller, who hereby accepts the corresponding deduction in the corresponding settlement.

In the event of non-compliance by Sellers in the preparation and dispatch of products, resulting in non-compliance with Customers, Walmart Chile will be empowered to charge the responsible Seller the compensations that have to be paid to the affected Customers. As an example, the following table includes the most common non-compliances that generate customer compensations and their description:

<b>Non-Compliance</b>	<b>Responsible</b>	<b>Description</b>
Delayed order due to failure to meet the preparation SLA	Seller	Failure to meet the obligation of timely delivery to the Customer due to delay in delivering the order to the courier by the Seller.
Order accepted but not delivered to the courier.	Seller	The Seller accepts the order but does not hand it over to the courier, as a result, it does not reach the Customer, and Walmart has to refund their purchase.
Incorrect order (delivery of a different product to the Customer).	Seller	The Customer receives a product that does not correspond to the one purchased, so their money is refunded.
Damaged order (rejected by the courier at the Seller's warehouse).	Seller	The courier informs that an order could not be picked up due to poor packaging condition, resulting in a delay in delivering the order to the Customer.

Order with missing parts (rejected upon delivery to the Customer or the courier, or at a later stage).	Seller	The Customer claims that the product is incomplete (missing parts or packages). The product is returned to Walmart, the money is refunded to the Customer, and the product is returned to the Seller.
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**Compensation for Sellers:** Sellers will be compensated for the deterioration and/or loss of value of products returned by Customers in cases where the return is not due to a Seller's attributable fault.

If the Seller disagrees with the compensation or determination of responsibility, they may initiate a dispute according to Annex VIII to determine if partial compensation to the Seller for the product's amount is applicable, for damages during transportation or damages caused by the Customer. To be eligible for compensation, it will be considered if the product has physical or functional damages, regardless of the packaging condition. Damages to the packaging do not entitle the Seller to any compensation.

**ANNEX X**  
**ANTI-CORRUPTION POLICY AND REGULATIONS**

(a) Compliance with law and policy: The Seller is aware that Walmart Chile is part of a multinational retail group headquartered in the United States of America and is familiar with Walmart's Global Anti-Corruption Policy (the "Policy") available at <https://walmartethics.com>. The Seller agrees that compliance with its obligations under this Agreement will strictly adhere to the Policy and all applicable anti-corruption laws and regulations, including but not limited to Law 20.393 which establishes criminal liability for legal entities, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act. Accordingly, the Seller agrees that in relation to its activities under this Agreement, neither the Seller nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, deliver, or authorize the delivery of anything of value, nor offer, promise, deliver, or authorize the delivery of bribes, kickbacks, facilitation payments, unlawful commissions, or other illegal payments to a public official, political party, or candidate for public office in order to obtain or retain business, gain an unfair advantage, or influence the actions or decisions of a Public Official.

(b) Prohibition of representation: Under no circumstances shall the Seller, its partners, directors, shareholders, contractors, subcontractors, employees, or agents represent Walmart Chile directly or indirectly before public entities, government authorities, or public officials. The Seller is also not authorized to negotiate directly or indirectly on behalf of Walmart Chile or for its benefit before public entities, government authorities, or public officials.

(c) Cooperation with investigations: The Seller agrees to provide assistance and cooperation in investigations of potential violations of the Policy or anti-corruption laws and regulations.

(d) Change of control in the Seller: If the Seller, as a corporation, undergoes a change in its ownership or shareholding control, it must notify Walmart within 30 days.

(d) Right to terminate the contract: In the event that Walmart Chile determines, at its sole discretion, that the Seller has engaged in conduct that violates the Policy or laws and regulations to prevent corruption, bribery, money laundering, or terrorism financing, Walmart Chile shall have the immediate right to suspend payments and suspend or terminate the Agreement, without the need for judicial declaration or expression of cause.

(e) Compliance with Law No. 20.393: The Seller undertakes to faithfully, fully, and promptly comply with the "Crime Prevention Policy of Walmart Chile" available on the MKP platform, and further undertakes to report to Walmart Chile any act or conduct that constitutes a crime of which it becomes aware in the context of this Agreement, through the formal reporting channels established at <https://walmartethics.com>. The Seller hereby declares that neither it nor any of its directors, officers, partners, shareholders, employees, agents, or representatives are terrorists or members of terrorist organizations sanctioned under Law 18.314, nor are they included in the lists of the "Sanctions Committee against ISIL (Daesh) and Al-Qaeda (Resolutions 1267 (1999), 1989 (2011), and 2253 (2015))" of the UN and the List of

Designated Nationals issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury.

**I. Money laundering prevention, OFAC, ethical behavior.**

- a. **Money laundering prevention** - The Seller declares that all information and documentation provided in terms of this contract is true, complete, and up-to-date; furthermore, the Seller commits to immediately notify Walmart of any relevant changes to such information. The Seller authorizes Walmart to request, obtain, and verify, periodically and as necessary, the information and documentation necessary to comply with Walmart's internal policies applicable in this matter. Additionally, the Seller states that their activity and source(s) of income are lawful, that they have not been convicted of financial crimes or disqualified from conducting business due to non-compliance with applicable laws, and that they are not listed as a person reported or blocked for drug trafficking, money laundering, terrorism, or any other illicit activity.

Neither party shall engage in transactions or operations involving funds of illicit origin that would cause the other party to violate applicable laws in this matter and/or be sanctioned for such non-compliance.

- b. OFAC - The Seller shall comply with all applicable laws and regulations, including the laws of international trade enforced by the United States of America ("U.S.") governing the marketing, distribution, advertising, and promotion of Walmart products, and shall maintain all necessary product records for, or in connection with, compliance with the terms and conditions. The Seller shall not engage in activities that would expose Walmart to the imposition of sanctions, prohibitions, or any others deemed by the U.S., as well as other economic sanctions applicable under applicable law. The Seller acknowledges that their non-compliance with these laws could cause Walmart to also violate such laws, and the Seller agrees to bear the cost of familiarizing themselves with all compliance obligations assumed in this document. The Seller agrees to indemnify and hold Walmart harmless from any and all expenses incurred due to the activities carried out by the Seller that pose a risk and/or non-compliance for Walmart. el Vendedor realice y que causen y representen un riesgo e/o incumplimiento para Walmart.

Furthermore, the Seller confirms that neither they nor any of their subsidiaries, affiliates, or any other entity owned or controlled by the Seller have been subject to U.S. sanctions and export control restrictions, including, but not limited to, those listed on the U.S. list of Specially Designated Nationals ("SDN") or the Entity List (collectively "Designated Persons"). The Seller confirms that none of the Designated Persons holds a controlling interest or controls the actions of the Seller, nor does the Seller act on behalf of the Designated Persons. The Seller, nor any of their subsidiaries, affiliates, or any other entity owned or controlled by the Seller, are owned or under the control of the authority and/or any entity located in a

country or region subject to economic sanctions programs, including, but not limited to, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine.

## ANNEX XI

### APPLICABLE RULES FOR INTERNATIONAL SALES

The Seller declares that, with respect to products manufactured abroad, they have been imported to Chile in compliance with the requirements demanded by Chilean laws and that they have all the licenses, permits, and authorizations for their commercialization in Chile.

#### **Seller's obligations:**

- a) In order to sell products within the Marketplace, the Seller must provide Walmart with all the documentation required for their commercialization according to Chilean laws, duly issued and granted by the corresponding authorities, as well as the certificates demanded by the administrative authorities in each case.
  
- b) Warning about products from abroad. The Seller must, in any case, comply with the applicable laws, including, if applicable, warning Customers directly in the product listing in the Marketplace that it is possible that:
  - The manufacturer's warranty may not be valid;
  - The manufacturer's service options may not be available in Chile;
  - The product instructions may be in a language other than Spanish;
  - The product labeling may not be designed in accordance with labeling requirements under applicable laws in Chile;
  - If applicable, the voltage of the imported product may not correspond to the voltage used in Chile and may require special equipment to be used;
  - The country of manufacture and the country from which the product is shipped to be imported to Chile.
  
- c) Final price of the product. The Seller must include the import fees, whether real or estimated (tariffs, taxes, freight, transportation, among others), in the total price of the product. Likewise, the Seller is obligated to correctly inform the shipping and import company about the actual value and dimensions of the product. If Customs retention is generated due to any difference in price or dimensions reported by the Seller, the Seller must pay or reimburse Walmart Chile for the payment made to Customs in order to release the imported product.

- d) Information in Spanish. In case the products marketed by the Seller are imported, the product description in the Marketplace must always be in Spanish. The same requirement applies to the labeling of the product delivered to Buyers, as well as to the assembly manuals or guides that may be included.

In case the Seller fails to comply with any of the obligations indicated in a) to d) above, Walmart Chile will indefinitely suspend the publication that originated the non-compliance until the non-compliance that led to the unpublishing has ceased. This is without prejudice to the application of the penalties indicated in Annex VII of this agreement.

**Cancellations and returns:**

- a) For cancellations and/or returns, the Warranty and Returns Policy included as Annex VI to this contract will apply, except for what is not applicable or is treated in a special way in this annex.
- b) An international order cannot be canceled once the Seller has deposited the sold product with the courier for shipment. However, in case the Seller fails to meet the agreed-upon date with the courier for the delivery of the product, Walmart Chile will automatically cancel the order and proceed to refund the money paid by the customer. In case the Seller still sends the previously canceled order by Walmart Chile for this reason, that order will not be included in the settlement and payment process, and there will be no compensation for the Seller.
- c) In the event of cancellation or return of an international order, regardless of the reason, the Seller expressly acknowledges that the commission corresponding to Walmart Chile for that sale must still be fully paid since the platform service used to process that sale was effectively provided, despite the subsequent cancellation or return of the product.
- d) Returned products, regardless of the reason, or whose order is canceled, will not be sent back to the Seller. Consequently, the Seller duly represented authorizes and grants Walmart Chile with express and irrevocable power of attorney in accordance with article 241 of the Commercial Code to dispose of the returned products or whose order has been canceled, authorizing Walmart Chile to dispose of them at its sole discretion, in any of the following ways: settlement, recycling, sale, donation, or any other form of disposal.
- e) The Seller acknowledges and accepts that not all returned products can be donated, recycled, or disposed of in any of the aforementioned ways. Therefore, if Walmart Chile considers, for any reason, that the returned products are not suitable for any of these purposes, the Seller accepts that, in the exercise of the mandate conferred in the previous paragraph d), Walmart Chile may destroy said products and charge the Seller the corresponding additional cost.
- f) The aforementioned power of attorney is irrevocable, without the obligation to render an account, and will not terminate even upon the dissolution of the Seller, as it constitutes an essential condition of this contract. However, no liability will arise for Walmart Chile for not exercising the powers conferred in this clause.

- g) KIP Warranty. In those cases where the Customer cancels or returns a product, regardless of the reason invoked (including legal warranty and satisfaction warranty), the Seller authorizes Walmart Chile to apply the KIP ("Keep It Policy") policy, whereby the Customer is given the option of keeping the product for which the cancellation or return was made, canceling the purchase without returning the product to Walmart Chile. The KIP policy will apply to all products with a sale price equal to or lower than \$20,000 Chilean pesos.
- h) Charges and refunds. In relation to the costs and potential recoveries that may arise in the context of cancellation or return of an international order, the following rules will apply, depending on the case:
- a. Products with a sale price equal to or lower than \$20,000 Chilean pesos: The purchase is canceled and the Keep it Policy is applied to the customer. Walmart Chile will deduct the sale price of the product from the seller's pending payment.
  - b. Products with a sale price higher than \$20,000 Chilean pesos: The purchase is canceled and Walmart Chile will retrieve or receive the product from the customer, regardless of its condition. Walmart Chile will deduct the sale price of the product from the seller's pending payment and will credit the seller, through the issuance of a purchase invoice, an amount equivalent to 20% of the sale price of the returned product, regardless of its condition upon receipt.

**Seller compensations:** In case a product is lost or damaged while in the possession of the courier due to their own responsibility, Walmart Chile will automatically cancel the purchase and refund the money paid to the customer. Additionally, in this case, Walmart Chile will credit the seller with 100% of the sale price of the lost or damaged product by the courier, as if the sale had been completed.