



GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. GOODS AND / OR SERVICES TO BE PROVIDED

The goods and / or services to be provided shall be those resulting from a future Budget or Proposal that in each case and at the request of MAPFRE, is submitted by the SUPPLIER. The execution of these "General Terms and Conditions for the Supply of Goods and Services" by the SUPPLIER does not imply any purchase commitment on the part of MAPFRE.

In the event of discrepancy between what is established in these General Conditions and any other agreement to be entered into between the SUPPLIER and MAPFRE, the provisions established in this document shall prevail, unless in the document of a later date the prevalence of the later document is expressly established in writing.

2. PRICES AND INVOICING

2.1. Prices. Prices are firm and may only be modified through prior written agreement of MAPFRE.

2.2. Currency. Unless otherwise provided in the Purchase Order, prices are expressed in Argentine pesos. If they have been agreed in foreign currency, payment may be made in pesos at the selling exchange rate of Banco de la Nación Argentina of the business day prior to the effective payment.

2.3. Electronic invoice. The SUPPLIER shall issue an electronic invoice in accordance with current ARCA regulations, within thirty (30) calendar days of the delivery or provision, stating at least: Purchase Order number, description of the good/service, quantities, unit prices and itemized taxes.

2.4. Payment condition. Payment is subject to acceptance of the goods/services by MAPFRE. Invoices with errors, incomplete or without supporting documentation may be rejected; payment terms shall be calculated from their valid resubmission.

2.5. Withholdings and payment. The withholdings and/or perceptions that correspond shall be applied in accordance with current regulations, the corresponding certificates being issued. Term and method of payment according to the Purchase Order; unless otherwise stipulated, payment shall be made by bank transfer to the account informed by the SUPPLIER.

3. CONTRACTING PARTIES

The contracting entities may be any of the companies of the MAPFRE ARGENTINA group, namely: MAPFRE ARGENTINA SEGUROS S.A., MAPFRE ARGENTINA SEGUROS DE VIDA S.A., and MAPFRE ARGENTINA HOLDING S.A. Eventually, to the extent that the SUPPLIER extends its offer, the different natural or legal persons that make up the network of MAPFRE Delegated Offices may also contract it. For the purposes of these general conditions, "MAPFRE" refers to any of the entities and/or subjects detailed herein with which the SUPPLIER agrees and enters into a commercial relationship.

4. INSPECTION POWERS

MAPFRE shall have the power to monitor and supervise that all aspects of the manufacture of the goods and / or of the execution of the service are carried out in accordance with what is established in the future Proposal, without this implying limiting the SUPPLIER's responsibility in the strict fulfillment thereof.

5. MANAGEMENT REPORTS

MAPFRE may require from the SUPPLIER management reports with detail of contents and periodicity it deems appropriate.

6. TERMINATION OF THE SUPPLY

MAPFRE may terminate the supply of goods and / or services, at any time and without expression of cause, this not implying any type of compensation of a pecuniary nature or of any other kind. The



decision to terminate the supply of goods and / or services must be notified in a reliable manner and with forty-five (45) consecutive calendar days prior to the date on which it becomes effective. During that period, the SUPPLIER must continue providing the goods and / or services subject to the future Proposal, unless MAPFRE indicates otherwise.

Notwithstanding this, the supply of goods and / or services may also be terminated in advance:

6.1. By MAPFRE or by the SUPPLIER (hereinafter "the Parties"), in case of breach of the obligations assumed in these General Conditions and / or the future Proposal, which has not been remedied within a period not less than fifteen (15) days from receipt of reliable notice, plus the corresponding damages.

6.2. By either of the Parties automatically and without the need for any requirement, in the event that the other party files for creditor reorganization, requests its own bankruptcy or liquidation or is requested by a third party or, in some way, evidences a state of cessation of payments.

7. ASSIGNMENT

The SUPPLIER may not assign the future Proposal totally or in part, nor a particular Purchase Order, without prior written authorization of MAPFRE. In the event that this occurs, MAPFRE may terminate the supply of goods and / or services, without any prior notice.

8. RESPONSIBLE MANAGEMENT

The SUPPLIER adheres to and assumes as its own the "Principles for Responsible Management" promoted by MAPFRE. These are based on the Code of Good Governance, the Corporate Social Responsibility Policy and the Environmental and Energy Policy of MAPFRE. These in turn are supported by the Global Compact, the Universal Declaration of Human Rights and the UNEP Protocol (United Nations Environment Programme).

¹ http://www.mapfre.com/ccm/content/documentos/accionistas/ficheros/gobierno_corporativo/codigo_buen_gobierno/2009-02-16_Codigo_de_Buen_Gobierno_v4.pdf

² http://www.mapfre.com/ccm/content/documentos/corporativo/ficheros/POLITICA_DE_RESPONSABILIDAD_SOCIAL.pdf

³ http://www.mapfre.com/ccm/content/documentos/corporativo/ficheros/Politica_MA_E.pdf

⁴ <http://www.pactomundial.org/index.asp?MP=2&MS=0&MN=1>

⁵ http://www.ohchr.org/EN/UDHR/Documents/UDHR_Translations/spn.pdf

⁶ <http://www.mapfre.com/responsabilidad-social/es/cinformativo/unep-fi.shtml>

It is the responsibility of MAPFRE and the SUPPLIER to promote among their collaborators these principles to contribute to sustainable development, implementing responsible practices in the value chain.

"Principles for Responsible Management":

8.1. Compliance with applicable laws and regulations.

8.2. Business transparency, based on ethics and Good Governance, working against corruption in all its forms.

8.3. Decent Work: compliance with labor regulations ensuring decent working conditions and equal opportunities, respect for freedom of trade union association, express rejection of child exploitation and forced labor.

8.4. Avoid discrimination in matters of employment and occupation, generating a work environment in which diversity is respected and valued.

8.5. Maintenance of conduct respectful of the Environment, promoting effective measures to limit ecological impact.

MAPFRE reserves the right to verify compliance with this point and to terminate the supply of goods and / or services, without any prior notice, in case of proven non-compliance.

In bidding situations and / or commercial renewals, those companies that have an Environmental and / or Energy Policy and / or Waste Management Plan and / or that demonstrate that their work is carried out in accordance with an Environmental Management System will be positively valued, maintaining adherence to MAPFRE's Corporate Social Responsibility scheme.

9. LEGAL ASPECTS



The personnel of the SUPPLIER shall depend exclusively on it. The SUPPLIER assumes full and exclusive responsibility with respect to labor and social security obligations, tax or any other legal or conventional obligations, existing or to be created, with respect to all those persons, dependent or not, used to provide the goods and / or services subject of the future Proposal, leaving MAPFRE harmless from any claim.

MAPFRE may verify, by itself or by third parties designated, at any time of the commercial relationship, compliance with current tax, labor, and social security laws.

In the event of a labor conflict or of any other judicial or extrajudicial nature, caused by the breach of the obligations set forth above, the SUPPLIER undertakes to hold MAPFRE harmless from any claim or action brought against it. In this case, if MAPFRE is judicially condemned, whether jointly and severally or not, in a judicial action brought by an employee of the SUPPLIER and pays any amount for such concept, automatic repetition is agreed between the Parties, whereby the SUPPLIER must reimburse MAPFRE what has been paid, within a period of thirty (30) consecutive calendar days, upon prior reliable written request that MAPFRE must send for such purpose, the SUPPLIER expressly waiving the right to raise any type of exception or any judicial and/or extrajudicial claim whatsoever against MAPFRE's demand.

The Parties are independent legal entities and in no case shall MAPFRE be liable for the acts or omissions of the SUPPLIER, its agents or representatives. If nevertheless MAPFRE is held liable for the acts and/or omissions of the SUPPLIER, its agents and/or representatives, the SUPPLIER shall compensate the damages suffered by MAPFRE within a period of thirty (30) consecutive calendar days, upon prior reliable written request that MAPFRE must send for such purpose.

It is stated that the future Proposal does not imply any corporate effect whatsoever between the Parties and the only legal link recognized between them are these General Conditions and the future Proposal. It may not be deemed that there exists management and organization authority in the terms of articles 64 and 65 of the Labor Contract Law, given the legal and economic independence of the Parties, not enabling the applicability of article 30 of said labor law.

10. MONEY LAUNDERING

The concealment and laundering of assets of illicit origin is regulated in the Criminal Code and in Law No. 25,246. MAPFRE's supplier companies are obliged to report transactions suspected of concealing illicit activities. The SUPPLIER shall be jointly liable for the damages and losses caused to MAPFRE as a result of non-compliance with the provisions established in current regulations.

11. LIABILITY

The SUPPLIER shall be solely responsible for the acts of its dependents, both civilly and criminally; consequently, as from the acceptance of the future Proposal and throughout its entire term, it undertakes to contract and maintain civil liability insurance with an entity of prestige and recognized solvency in the market, covering the civil liability arising from any type of damage caused to MAPFRE or its beneficiaries by any of the items used to provide the services subject to the future Proposal.

The expenses incurred in the management of the human resources assigned to the supply of goods and/or services subject to the future Proposal and the obligations with respect to their personnel imposed by tax, labor and social security laws shall be borne exclusively by the SUPPLIER.

Likewise, the SUPPLIER shall be responsible to MAPFRE for all damages and losses duly proven to have been directly caused to MAPFRE, due to total or partial non-compliance with the obligations under its responsibility, or due to engagement in conduct that this document or any agreement to be entered into between the parties establishes as prohibited, except in case of fortuitous event, force majeure or exclusive fault of a third party. According to the above, the SUPPLIER agrees to indemnify, defend and hold MAPFRE harmless from and against any liability towards third parties, loss, cost or expense resulting directly from the SUPPLIER's breach of any act, warranty or obligation agreed.

12. BUSINESS CONTINUITY

The SUPPLIER undertakes to supply the products/services subject to the future Proposal within the timeframes established therein, in order to guarantee the continuity of MAPFRE's operations in Argentina.



MAPFRE reserves the right to claim, through any means it deems appropriate, for the damages it suffers in the event of breaches of what has been agreed.

13. CONFIDENTIALITY

All information of MAPFRE and/or any of the companies in which it participates as a shareholder to which the SUPPLIER has access by reason of the future Proposal is confidential and property of MAPFRE. The SUPPLIER and any person dependent on it who performs the functions subject to the future Proposal or who for any reason is present at MAPFRE's premises, must maintain full confidentiality over the information inherent to the services subject to the future Proposal. Additionally, any commercial, financial, statistical, legal or personnel-related information of MAPFRE to which it has access shall be treated with the necessary discretion to guarantee full compliance with the confidentiality undertaking. This obligation of confidentiality shall remain fully in force even after the future Proposal.

Without prejudice to the provisions of the preceding paragraph, the persons indicated may not, under any circumstance, remove material or documentation from MAPFRE's premises, therefore, for this purpose they may not reproduce totally or partially any data or information located in such premises, nor proceed with its transmission in any manner or by any means, whether electronic, mechanical, photocopy, transmission, recording, reproduction or other means, without express authorization for such purpose.

The persons indicated must faithfully comply with the measures established by MAPFRE to guarantee the security of personal data and prevent its alteration, loss, processing or unauthorized access.

The SUPPLIER undertakes to provide all persons dependent on it who perform the functions subject to the future Proposal with precise instructions for the effective knowledge by them of the obligations assumed by virtue of the future Proposal, making all warnings it deems necessary and executing any documents it deems necessary in order to ensure compliance with such obligations. In this regard, the SUPPLIER shall deliver to MAPFRE a copy of this clause subscribed by each and every one of its employees who will perform the functions subject to the future Proposal with the legend "read and agreed".

The SUPPLIER shall be responsible for the damages and losses caused to MAPFRE as a result of non-compliance with what is established in the future Proposal, including the amount of any sanctions imposed on MAPFRE for such circumstance, all without prejudice to the consequences agreed in the future Proposal in the event of breach of confidentiality obligations.

The confidentiality commitment and the duty to comply with the rules detailed above by the SUPPLIER are extended to any entity belonging to the MAPFRE Group in any of the indicated cases.

The SUPPLIER undertakes not to disclose to third parties the existence of a commercial relationship with MAPFRE without its prior express consent.

14. PERSONAL DATA PROTECTION

When the future Proposal involves access, assignment or transfer of data of natural or legal persons, identified or identifiable, the Parties undertake to take the technical and organizational measures established in Law No. 25,326 on Personal Data Protection, Decree No. 1558/2001, the provisions of the National Directorate for Personal Data Protection and any national, provincial or municipal legislation that may be enacted in the future on this matter.

The SUPPLIER shall be responsible for the damages and losses caused to MAPFRE as a result of non-compliance with the provisions established in the future Proposal, including the amount of any sanctions imposed on MAPFRE for such circumstance, all without prejudice to the consequences agreed in the future Proposal for non-compliance with personal data protection.

15. GIFTS AND PRESENTS

No MAPFRE employee may receive or offer commissions or gratuities, nor gifts or favors of any other nature for actions being carried out on behalf of MAPFRE; except for courtesy gifts of symbolic value or those of an advertising nature, in accordance with what is established in internal contracting and expense rules.

16. PROMOTIONS



The SUPPLIER may not carry out promotions to MAPFRE employees without prior written authorization of the latter.

17. PENALTIES

MAPFRE and the SUPPLIER may agree on the application of a system of penalties for non-compliance with the conditions of the supply, which shall be expressed in the future Proposal.

18. TRADEMARKS

The SUPPLIER acknowledges that MAPFRE is the sole owner of the trademarks, service marks, logos, labels, designs and commercial symbols that identify it, as well as the products and services related to the commercialization of its products and services, therefore the SUPPLIER undertakes not to use them or carry out advertising that involves them, unless expressly authorized in writing by MAPFRE, otherwise it may be subject to action for damages and losses caused.

19. TAXES

All national or provincial taxes, existing or to be created, to which the future Proposal may be subject, as well as fees, taxes, contributions or any other related expense inherent to the contracted good and/or service, shall be borne by the Parties, in accordance with what the applicable legislation establishes in each case.

20. CLAIMS

The SUPPLIER undertakes to communicate to MAPFRE by reliable means, within a term of twenty-four (24) hours, any judicial or extrajudicial claim it receives related to the subject matter of the future Proposal or any imputation of liability for the execution or non-execution thereof that may give rise to an obligation to respond.

If MAPFRE is harmed by a negligent attitude of the SUPPLIER, any of its dependents or contractors, the SUPPLIER shall be responsible for the damages and losses caused.

21. REGULATIONS

The SUPPLIER must comply with national, provincial and municipal rules and regulations.

22. AUTHORIZATIONS

The obtaining and maintenance in force of the authorizations certified by the competent authority necessary for its operation shall be the responsibility of the SUPPLIER. The control of the qualification and suitability of its personnel is the exclusive responsibility of the SUPPLIER.

23. WASTE

The SUPPLIER undertakes to comprehensively and adequately manage the waste generated as a result of the activity/activities that are the subject of this Proposal, in accordance with the regulations in force in the Argentine Republic.

Waste shall be understood as any element, substance or object in solid, semi-solid, liquid or gaseous state, obtained as a result of the performance of the activity subject to this proposal, including possible emergencies or accidents, which the SUPPLIER cannot use, discards or is legally obliged to do so. Including, by way of example, the following categories: hazardous, special, industrial, toxic, nuclear, radioactive, pathogenic, household or any other category whose management is mandatory in accordance with current or future Argentine regulations.

Likewise, the SUPPLIER declares that it has an Environmental Contingency Plan in case of accidents in waste handling, duly approved by the competent authority. The SUPPLIER undertakes to keep it in force and to inform MAPFRE of any developments related to said Plan.



MAPFRE, for control purposes, reserves the right to periodically request the SUPPLIER to present certificates and other documentation related to the treatment and final disposal of the waste generated during the performance of the activities subject of this proposal. The SUPPLIER undertakes to hold MAPFRE harmless and indemnify it from any contingency, claim or expense that may arise from non-compliance with the aforementioned, therefore MAPFRE shall not assume, in any way, the responsibilities that may be generated.

24. SPECIAL CONSIDERATIONS

In the event of any divergence regarding the interpretation and execution of these General Terms and Conditions for the supply of goods and services or of the future Proposal, regardless of whether they arise after its term, the Parties submit to the jurisdiction of the competent Ordinary Courts of the Autonomous City of Buenos Aires, expressly waiving any other jurisdiction, the SUPPLIER establishing a special domicile at the address indicated below, where the notifications sent shall be deemed valid.

Place: Autonomous City of Buenos Aires

Date:

SUPPLIER Corporate Name:

Tax ID (CUIT):

Address:

Name and Surname of the signatory:

ID No.:

Position: