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ANNEX 006: CONTRACT TEMPLATE

COMPREHENSIVE SUPPLY, INSTALLATION, COMMISSIONING, AND SERVICES CONTRACT - TURNKEY MODALITY

Between the company _____ a corporation duly organized under the laws of _____ with its domicile at _____, represented in this act by _____, hereinafter referred to as **"THE CONTRACTOR"**, on the one hand, and Austin Powder Argentina SA, a corporation duly organized under the laws of the Argentine Republic (hereinafter referred to as **"APASA"**) with its domicile at _____, represented in this act by _____, hereinafter collectively referred to as **"THE PARTIES"**, agree to enter into the following CONTRACT:

I. BACKGROUND:

I. On date _____, APASA published on its website: <https://austinpoder.com/argentina/home/> the Tender Notice ("Tender") for the Bid concerning the supply of nitrous oxide monitoring technology at the APASA Juramento Plant nitric acid production facility, Salta, Argentina.

II. After all events and stages of said tender were carried out, on the day --the Tender Decision was issued, awarding the contract to **"THE CONTRACTOR"**

II. DECLARATIONS

I. **"APASA"** is a company duly incorporated and existing under the laws of the Argentine Republic, and is engaged in the development, manufacture, marketing, and supply of chemical products, as evidenced by public deed number -----, dated -----, executed before notary public ----- -, number ----- of the city of _____, registered in the Public Registry of Commerce of its registered office. Its representative in this act has sufficient powers to enter into this contract. Its tax identification number (CUIT) is ----- and its registered office is located at -----.

II. **"THE CONTRACTOR"** is a company duly incorporated and existing in accordance with the laws of (COUNTRY OF ORIGIN), whose purpose is (DESCRIPTION OF THE PURPOSE OF THE SUPPLIER COMPANY); as stated in public deed number

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_____ dated _____, executed before Notary Public _____
_____, Notary Public Number _____ of (COUNTRY/PLACE OF ORIGIN),
duly registered in the Public Registry of Commerce of (COUNTRY/PLACE OF ORIGIN),
under folio _____. Its representative in this act has sufficient powers to
enter into this contract. Its tax identification number (CUIT) is _____
_____ and its registered office is at _____
_____. It acts as employer with respect to the personnel involved in the execution of
this contract, and declares that it is fully aware of the content of Articles 21 and 22 of the
Labor Contract Law (LCT), acknowledging that it is the sole employer of the persons
who, under its authority and direction, participate in the development and performance
of the work entrusted to it.

FIRST OBJECT OF THE CONTRACT

Subject to the terms and conditions established in this Contract, **“APASA”** entrusts to
“THE CONTRACTOR”, and the latter, under its own direction and responsibility,
undertakes to perform the **SUPPLY, INSTALLATION, AND COMMISSIONING OF THE
NITROUS OXIDE (N2O) MONITORING TECHNOLOGY EQUIPMENT (hereinafter,
“THE WORKS”)** which must be performed in accordance with the technical
specifications and terms of reference established in the Technical-Economic Proposal
attached to this Contract as **Annex A**, undertaking to perform them within the
established execution period and in accordance with the General Work Schedule **Annex
B**, documents which form an integral part of this Contract. For the performance of **“THE
WORKS”**, **“THE CONTRACTOR”** shall provide the material and personal means under
its direction and disposal that it deems necessary to achieve the object of this Contract.
The personnel employed must be hired directly by **“THE CONTRACTOR”**, who shall be
fully qualified, and in the case of machinery operators, shall present valid certificates of
skills and labor competencies; said **CONTRACTOR** being the sole employer, with
nothing in this contract implying the existence of a relationship of subordination,
direction, and/or dependence with **“APASA”**. Likewise, **“THE CONTRACTOR”**
commits to **“APASA”** to comply with all obligations and responsibilities imposed by the

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current labor and social security legislation, therefore APASA shall at no time be responsible for the personnel employed by **“THE CONTRACTOR”**.

SECOND. AMMOUNT:

As the awarded bidder of the tender, **“THE CONTRACTOR”** shall receive for **“THE WORKS”**, as consideration, the amount of EUROS (_____), plus Value Added Tax (VAT) if applicable, payable in pesos at the selling exchange rate published by the Banco de la Nación Argentina on the day prior to the effective payment date, according to the Economic Proposal submitted by **“THE CONTRACTOR”** and accepted by **“APASA”** found in Annex A. All payments described in this Clause shall be made directly by **Deutsche Gesellschaft fur Internationale Zusammenarbeit**, hereinafter identified as **“GIZ”**, to **“THE CONTRACTOR”** via bank transfer. At the option of the CONTRACTOR, these payments may be made to a bank account held by the awarded bidder in the Argentine Republic or in another country, as indicated in due course, upon submission of the respective invoice issued in the name of **“APASA”**, provided that the Goods have been delivered and the Services have been rendered to the entire satisfaction of **“APASA”**. The corresponding invoice must comply with the requirements demanded by **“APASA”**, as well as the legal requirements demanded by the applicable tax legislation. The CONTRACTOR must provide GIZ with the complete and accurate information of the selected bank account, including the account holder's name, the banking institution, the account number, and any other necessary information for the correct execution of the payment.

THIRD. PAYMENT METHOD:

“THE PARTIES” agree that payment for the execution of **“THE WORKS”** shall be made as follows:

Milestone 1: An initial payment of 15% (fifteen percent) of the Contract Value (**“Advance Payment”**) after (i) the signing of the Contract by both PARTIES and (ii) the delivery by the CONTRACTOR of a bank guarantee for the advance payment in favor of APASA (**“Advance Payment Guarantee”**) and (ii) delivery of the acknowledgment of receipt by APASA.

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Milestone 2: Payment of 65% (sixty-five percent) of the Contract Value after receipt of the raw materials for construction at the CONTRACTOR's plant.

Milestone 3: Final payment of 20% (twenty percent) of the Contract Value upon completion of: (i) installation, (ii) commissioning of the monitoring system, (iii) delivery of the list of APASA personnel participating in the training, (iv) APASA issuing a certificate of acceptance, and (v) the CONTRACTOR having delivered the bank guarantee of liability for defects and hidden defects in favor of APASA.

It is an essential requirement for payments to be made to the CONTRACTOR that the latter has provided APASA with: i) a bank guarantee for advance payment and ii) a bank guarantee for liability for defects and hidden faults in favor of APASA. GIZ will make the corresponding payments to the successful bidder in accordance with the provisions of this contract. At the successful bidder's discretion, these payments may be made to a bank account held by the successful bidder in the Argentine Republic or in another country, as indicated in due course.

The CONTRACTOR must provide GIZ with complete and accurate information on the selected bank account, including the name of the account holder, the bank, the account number, and any other information necessary for the correct execution of the payment.

FOURTH. DELIVERY PERIOD OF “THE WORKS” AND CONTRACT DURATION:

“**THE CONTRACTOR**” undertakes to perform “**THE WORKS**”, within a term of ____ consecutive days, commencing on _____ to conclude no later than _____, in accordance with the General Work Schedule which forms part of this instrument as **Annex B**. Likewise, “**THE PARTIES**” agree that the validity of this instrument begins on the date of its signing and concludes with the formal delivery-receipt and written settlement of “**THE WORKS**” to the satisfaction of “**APASA**”, with “**THE CONTRACTOR**” undertaking to fulfill the obligations assumed in this Contract.

FIFTH. DELIVERY OF THE WORK

“**THE CONTRACTOR**” undertakes to commence “**THE WORKS**” subject to this Contract, in accordance with the General Work Program **Annex B**. “**THE PARTIES**” agree that “**THE CONTRACTOR**” will be solely responsible for the poor quality of “**THE**

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WORKS", as well as for any damages caused to **"APASA"** or third parties as a result of these works. When **"THE WORKS"** are not executed in accordance with this Contract and its annexes or with strict compliance to written orders issued by **"APASA"**, the latter shall order their immediate correction or replacement at the expense of **"THE CONTRACTOR"**, who shall have no right to any remuneration for the poorly performed works nor to an extension of the term. Furthermore, **"APASA"** may, if it deems appropriate, request the intervention of a third party to perform the correction and/or complete the delivery of **"THE WORKS"** poorly performed by **"THE CONTRACTOR"**, upon prior notification, in which case, **"APASA"** shall deduct said elements or equipment from **"THE CONTRACTOR"** according to the third party's quotation, plus all those costs and expenses generated and which are a direct consequence of the corrections or replacements contracted. **"APASA"**, when deemed convenient, may order the partial or total suspension of the contracted **"THE WORKS"** until the necessary repair or replacement is carried out. **"THE CONTRACTOR"** hereby accepts that in the event of a delay of 10% (ten percent) according to the General Supply Schedule **Annex B** due to causes attributable to **"THE CONTRACTOR"**, **"APASA"** may, if it deems it convenient, acquire **"THE SUPPLY"** and deduct it from **"THE CONTRACTOR"** at market price, plus an indirect charge, without this exempting **"THE CONTRACTOR"** from its contractual obligations.

SIXTHS. INCREASES:

"THE PARTIES" agree that there shall be no cost increase for any reason for **"THE WORKS"** which are the object of this tender and Contract.

SEVENTH. OBLIGATIONS OF THE "CONTRACTOR"

Without prejudice to the other obligations under this Contract, **"THE CONTRACTOR"** undertakes to:

- i. Deliver to **"APASA"** **"THE WORKS"** subject to this Contract, at the place and on the date agreed in Clause Four.
- ii. Deliver the Goods and Services subject to this Contract, with the characteristics, quality, and specifications indicated in **Annex A** of this contract. Any deviation from this

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specification or the applicable codes and standards must be announced by the seller. If the seller can offer equipment that does not comply with this specification but offers an advantage from a technical or commercial standpoint, it may offer this equipment as an option. If the exception is accepted by **“APASA”**, it will be included in the order documentation.

iii. Address the malfunctions, hidden deficiencies, and/or manufacturing defects presented by the Goods, for which the repair and/or replacement shall be carried out to the entire satisfaction of **“APASA”** in accordance with the provisions of Clause Fifth.

iv. Be responsible at its own cost and risk for the defects and hidden deficiencies of the Goods, as well as for the damages that due to its non-compliance or negligence may be caused to **“APASA”** or third parties.

v. Assume full responsibility for the suitability, honesty, good conduct, and efficiency of the personnel assigned for the execution of **“THE WORKS”**. Likewise, it commits to guarantee that all personnel involved in the fulfillment of this Contract are duly trained and that their labor and personal backgrounds comply with the integrity and professionalism standards required by the labor regulations in force in the Argentine Republic.

vi. Not disclose by any means the data and results obtained from the acquisition of the Goods subject of this Contract, without the express written authorization of **“APASA”**.

vii. Present to **“APASA”** the Guarantees established in this Contract.

viii. Comply with the other obligations established in this Contract, as well as those derived from the legal, technical, and regulatory provisions that are applicable in the execution of the object of this Contract.

EIGHTH. OBLIGATIONS OF “APASA”:

To fulfill the object of this Contract, **“APASA”** undertakes to:

- i. Manage the payment to **“THE CONTRACTOR”** by **“GIZ”** for the amount specified in Clause Two.
- ii. Monitor the fulfillment of the object of this Contract.

NINETH. SERVICES:

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“THE CONTRACTOR” undertakes to consider as part of **“THE WORKS”**, the following services:

i. Equipment installation **“THE PARTIES”** agree that **“THE CONTRACTOR”** shall perform the installation and carry out the conditioning and commissioning of the Equipment in the area/facility of the Plant agreed with **“APASA”** according to Annex A of this contract. As established in the Tender, this Contract shall be performed on a “turnkey” basis, therefore **“THE CONTRACTOR”** must carry out all necessary activities -including construction works, engineering, and any other required at the **“APASA Plant-** to commission the equipment and/or technologies of the equipment and its services. The supervision of the installation, conditioning, and commissioning of the equipment shall be the responsibility of **“APASA”** or a third party expert in such activities and equipment. **“THE CONTRACTOR”** undertakes to provide **“APASA”** with a copy of the equipment operation manual and instructions, as well as all project documentation, and shall give the personnel designated by **“APASA”** the necessary information and technical assistance for such use.

ii. Training: For the correct operation of the equipment, **“THE CONTRACTOR”** undertakes to provide initial training to **“APASA”**, who shall freely designate personnel to receive said training.

iii. The foregoing without prejudice to the other services specified in Annex A of this contract.

TENTH. GUARANTEES:

The **“CONTRACTOR”** shall provide APASA with the following bank guarantees, issued by a leading bank recognized in the Argentine Republic, which guarantee the seriousness of the offer and the fulfillment of the obligations arising from this agreement, which must be previously approved by ‘APASA’ in their terms and conditions, and delivered to **“APASA”** within the indicated deadlines. The guarantees are as follows.

a) Advance Payment Guarantee: The bank guarantee must be for 100% (one hundred percent) of the value of the advance payment to be delivered, including Value Added Tax, and shall be intended to guarantee the proper investment of the amount delivered as an advance payment to the Successful Bidder after the signing of the Contract. This

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guarantee shall remain in force until the advance payment has been fully repaid and may not be canceled without the express written consent of APASA. This guarantee must be delivered to APASA no later than 10 (ten) business days after the signing of the Contract.

b) Performance Guarantee: The guarantee shall be for 30% (thirty percent) of the total value of the Contract and its annexes, intended to ensure strict and faithful compliance with all the obligations of the Successful Bidder. This guarantee shall remain in force for the entire duration of the supply of goods and services and shall be replaced upon delivery and acceptance of the goods and services by the bank guarantee for defects and hidden defects mentioned in subsection c) of this clause. This guarantee must be delivered to “APASA” no later than 10 (ten) business days following the cancellation of the Bank Guarantee for Advance Payment. In this case, the type of guarantee to be provided may be agreed upon with APASA, which may consider the provision of a non-bank guarantee, provided that it meets all the necessary requirements to guarantee the fulfillment of the obligations assumed by the CONTRACTOR and is issued by an entity of recognized solvency and track record in the market.

c) Guarantee for Defects and Hidden Flaws: The bank guarantee shall be for 100% (one hundred percent) of the amount equivalent to the payment provided for in Milestone 4, and shall be intended to cover any defects that may arise in the goods, hidden defects, and any other liability incurred by the CONTRACTOR. This guarantee shall be valid for one (1) year from the date of final acceptance to the complete satisfaction of APASA, which shall be formalized by means of the delivery-acceptance certificate for the goods and services by the Parties. This guarantee must be delivered to “APASA” no later than 10 (ten) business days after the signing of the delivery-acceptance certificate for the goods and services, and shall constitute an essential requirement for receiving the final payment (milestone 3).

d) Guarantees for the Execution of Contractual Milestones: In cases where it is necessary to guarantee payments for milestones other than Milestone No. 1 (for Advance Payment) or Milestone No. 4 (for Hidden Defects and Faults) and APASA accepts the provision of non-bank guarantees, the CONTRACTOR shall deliver to APASA, prior to the payments provided for in Milestones No. ____, surety insurance

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policies issued by leading insurers recognized in the Argentine Republic, which guarantee the fulfillment of the specific obligations assumed by the CONTRACTOR in each of said contractual milestones. These guarantees shall: i) cover 100% (one hundred percent) of the amount to be delivered as provided for in each milestone for the fulfillment of obligations associated with the execution of the corresponding milestone; ii) be valid for no less than the estimated term for the execution of the guaranteed milestone, automatically extendable until APASA has effectively verified compliance; iii) be immediately enforceable upon first request by APASA; and iv) remain in force as an essential condition for the release of the payments provided for in Milestones No. _____ of clause _____. Failure by the CONTRACTOR to establish, maintain or renew these guarantees shall entitle APASA to suspend payments until the situation is rectified, without prejudice to claiming the applicable contractual penalties.

d) Guarantee for subcontractor compliance: If the CONTRACTOR subcontracts part or all of THE WORKS, it must ensure that each subcontractor issues a sufficient guarantee in favor of APASA, with the same scope and conditions required of the CONTRACTOR in its capacity as the main contractor. Failure to provide these guarantees will constitute a material breach of contract.

The surety insurance policies granted under this contract must contain the following express statements by the entity granting them: A. That it is granted under the terms of this Contract to guarantee each and every one of the obligations arising therefrom, in accordance with the provisions of this clause. B. That the institution issuing the policy expressly waives the benefits of excussion and division; C. That the obligations assumed by "THE CONTRACTOR" are considered indivisible, and therefore, in the event of partial compliance, the insurance company agrees to cover the entire guarantee. D. That the liability of the insurance company shall not cease even in the event that "APASA" grants extensions or waits for "THE CONTRACTOR" to fulfill its obligations and that the guarantee shall be extended in accordance with such extensions or waits, without the need for prior notification to the insurance company. "APASA" may enforce the Performance Guarantee, either to collect any amount that "THE CONTRACTOR" owes to 'APASA' under the circumstances listed below, which are illustrative but not exhaustive: i) for any amount owed by "THE CONTRACTOR" to

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“APASA”; ii) for any amount paid in error by ‘APASA’ to “THE CONTRACTOR”; iii) for contractual penalties that “THE CONTRACTOR” may have to pay to “APASA”; iv) for damages caused by “THE CONTRACTOR,” v) for cost overruns on the goods, and; vi) for any other amount that may arise from this Contract. This guarantee shall come into effect on the date of signature of the Contract and once the supply of goods has been delivered and completed in full to the written satisfaction of “APASA”, as well as the associated technical information covered by the Contract, with “THE CONTRACTOR” waiving proportionality. This guarantee may only be canceled in writing by “APASA”. Guarantees must be issued at its sole discretion and exclusively by first-tier banking institutions authorized by national law to operate as such, and the text of these guarantees must be authorized by “APASA.”

ELEVENTH. NON-EXISTENCE OF LABOR RELATIONSHIP:

“**THE PARTIES**” recognize that they are distinct and independent entities, therefore the relations derived from the execution of this Contract are solely related to its object, of a commercial nature, and by virtue of the foregoing, there is no labor relationship or subordination between the personnel working for one Party and the other Party. “**THE CONTRACTOR**” acknowledges and agrees that by virtue of this Contract, no labor relationships are established or derived from it, in any case or form. In this sense, the personnel employed by “**THE CONTRACTOR**” for the fulfillment of the object of this Contract shall be understood to be related exclusively to “**THE CONTRACTOR**”, therefore, “**THE CONTRACTOR**” shall assume responsibility for this concept according to the legal provisions regarding labor and social security. The Parties accept and agree that under no circumstances will “**APASA**” be considered an employer. “**THE CONTRACTOR**” expressly assumes the labor obligations and responsibilities that exist for any reason with its personnel involved in the object of this Contract, consequently, “**THE CONTRACTOR**” undertakes to immediately reimburse “**APASA**” for any payment that the latter has to make due to any claim and/or lawsuit of a labor nature by said personnel.

TWELVETH. SUSPENSION OF THE WORK

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“**THE CONTRACTOR**” expressly accepts that without any liability for “**APASA**” and without the need for a judicial declaration, “**APASA**” may suspend “**THE WORKS**” one or several times, totally or partially. When the suspension occurs, “**APASA**” will notify “**THE CONTRACTOR**” in writing, stating the reasons for the suspension, the start date, and the probable resumption date. The completion date of “**THE WORKS**” will be extended in proportion to the period of suspension plus ____ (_____) business days. In the event of suspension, there shall be no liability for “**THE PARTIES**”, only requiring the signing of an agreement acknowledging the period of suspension and the dates for restarting and completing “**THE WORKS**”. “**APASA**” shall have the obligation to pay “**THE CONTRACTOR**” the pending invoices that have been previously authorized and the estimates for the executed works and pending payments must be made, which shall be approved and paid to “**THE CONTRACTOR**” as agreed in this Contract.

THIRTEENTH. EARLY TERMINATION OF THE CONTRACT

“**THE PARTIES**” may terminate the Contract early when there are justified reasons that prevent the continuation of “**THE WORKS**”, or if it is not possible to determine the duration of a suspension. Likewise, this instrument may be terminated due to unforeseen circumstances or force majeure that make its continuation impossible. The parties may also terminate the contract in the event that “**GIZ**” ceases, for reasons beyond “**APASA**’s” control, to make the contract payments. The early termination of the Contract shall be formalized without the need for a judicial declaration through a minutes of facts, in which the actually executed, paid, and pending settlement amount, the recognition and recovery of materials and equipment, the percentage of progress according to the General Work Schedule **Annex B**, shall be established by mutual agreement, for the purpose of carrying out the settlement of the works.

FOURTEENTH. RESCISSION OF THE CONTRACT:

“**THE PARTIES**” agree that “**APASA**” may rescind this Contract without the need for prior judicial resolution, if “**THE CONTRACTOR**” fails to comply with any of its obligations contained in the Contract and/or if it incurs any of the following causes for rescission:

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- a. Fails to complete **“THE WORKS”** subject to this Contract.
- b. If it does not commence the execution of **“THE WORKS”** on the date agreed in the General Work Schedule **Annex B**, if it unjustifiably suspends the execution of **“THE WORKS”** or refuses to repair, redo, or replace, those that have been rejected as defective by **“APASA”**.
- c. When, due to reasons attributable to **“THE CONTRACTOR”**, there is an unjustified delay or absence in **“THE WORKS”** that is equal to or greater than _____ (____) business days from the General Work Program **Annex B** of this contract.
- d. If it fails to deliver the certificates or proofs of quality compliance according to the established norms, on more than 4 occasions.
- e. For being subject to preventive bankruptcy or bankruptcy.
- f. If it ceases to have, during the validity of this Contract and for any reason, the economic capacity and resources necessary to properly fulfill its contractual obligations.
- g. The violation or disclosure to third parties of confidential information that **“APASA”** has provided to **“THE CONTRACTOR”**.
- h. Fails to comply with its tax obligations and/or labor and social security obligations towards its workers.
- i. For any other non-compliance with the obligations derived from this Contract that directly affects the fulfillment of **“APASA”** of its obligations towards third parties, indicating by way of example but not limitation: warnings for non-compliance, notices of repeated non-compliance, sanctions, failure to deliver requested documentation, among others. If any cause for rescission arises, **“THE PARTIES”** shall formalize the termination of the works, in accordance with the provisions of this instrument. The rescission causes referred to above give rise to the rescission of this Contract, according to the procedure established in the _____ Clause of this instrument.

FIFTEENTH. CONTRACT RESCISSION PROCEDURE:

The procedure for rescission the Contract due to **“THE CONTRACTOR’s”** non-compliance will be carried out as follows:

- I. It shall commence once **“THE CONTRACTOR”** receives formal notification of the non-compliance it has incurred, so that within a term of 10 (ten) business days it may state

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what it deems appropriate for its rights and provide, if applicable, the evidence it deems pertinent.

II. Once the term referred to in the previous section has elapsed, **“APASA”** shall have a period of 10 (ten) business days to resolve, considering the arguments and evidence put forward by **“THE CONTRACTOR”**. The determination to rescind or not the Contract must be communicated to **“THE CONTRACTOR”** within said period; understanding that **“APASA”** will act under the principle of good faith and with the purpose of safeguarding the interests that led it to enter into this Contract. Once the rescission of the Contract is communicated to **“THE CONTRACTOR”**, **APASA** shall proceed to take possession of the performed **“WORKS”** and take charge of them, drawing up, with or without the presence of **“THE CONTRACTOR”**, a notarial record of the state in which said works are found. Once the Contract is rescinded, **“APASA”** may enforce the guarantees agreed in Clause TENTH of this contract, as the case may be.

SIXTEENTH. PENALTIES:

“THE PARTIES” agree that in the event of total or partial non-compliance by **“THE CONTRACTOR”**, the following penalties shall apply:

If **“THE CONTRACTOR”** does not commence for causes attributable to itself **“THE WORKS”** once this instrument is signed, a penalty of 1% (one percent) of the total amount of **“THE WORKS”** shall be applied for each week of delay according to the General Work Schedule **Annex B**. Likewise, if for attributable and unjustified causes to **“THE CONTRACTOR”** it does not conclude **“THE WORKS”** on the scheduled completion date, a penalty of 1% of the total contract amount shall be applied for each week of delay. Penalties cannot exceed 10% (ten percent) of the total contract amount. The foregoing is without prejudice to other penalties applicable to **“THE CONTRACTOR”** under the applicable legislation.

If due to the magnitude of the delay in the execution of **“THE WORKS”** due to cause attributable to **“THE CONTRACTOR”** the rescission of the contract is determined, a penalty of 10% (ten percent) of the total contract amount shall be applied, as well as what corresponds for the evaluation of damages corresponding to the restart time of **“THE WORKS”**.

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SEVENTEENTH. DELIVERY OF THE WORK AND COMPLETION “THE PARTIES”

agree that the final delivery procedure shall be as follows: **“THE CONTRACTOR”** shall inform **“APASA”** in writing of the completion of **“THE WORKS”** and shall present all supporting documentation of their compliance, for **“APASA”** to perform the corresponding review and if there are no observations to correct, **“THE WORKS”** shall be considered completed. This shall be recorded in the Delivery-Receipt Act signed by **“THE PARTIES”**. In case of **“APASA's”** disagreement, the missing or unaccepted **“WORKS”** shall be indicated and the term within which **“THE CONTRACTOR”** must complete or repair shall be set, without this implying any extension in favor of **“THE CONTRACTOR”**, the date of total completion of **“THE WORKS”** being that on which they are received to the entire satisfaction of **“APASA”** through the corresponding act. The receipt of **“THE WORKS”** does not preclude **“APASA”** from exercising its right to claim hidden defects that may be found after their receipt, within a maximum period of one year from the date of receipt of **“THE WORKS”**. Once **“THE PARTIES”** agree on the execution of the works, they shall proceed to prepare, within a period not exceeding 10 (ten) consecutive days, the settlement thereof, which shall record the pending balances, as well as their compensation and liquidation and closure of the contract.

EIGHTEENTH. INTELLECTUAL PROPERTY:

“THE CONTRACTOR” accepts and acknowledges that all intellectual property rights belonging to **“APASA”** shall remain and continue to be the property of **“APASA”**, therefore nothing stated in this Contract generates in favor of **“THE CONTRACTOR”** the right to use the trademarks, trade names, industrial designs, patents, their applications, copyrights, or any other intellectual property right of **“APASA”**, without its prior written authorization, authorization which shall only be issued for the purposes of this Contract without said authorization signifying the granting by **“APASA”** of a license or sublicense to use any intellectual property right in favor of **“THE CONTRACTOR”**, with **“THE CONTRACTOR”** undertaking not to use said intellectual property rights without the prior and express consent of **“APASA”**. Notwithstanding the foregoing, any authorization that **“APASA”** grants in favor of **“THE CONTRACTOR”** for the use of its

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intellectual property rights shall expire immediately upon termination of this Contract, whatever the cause. **“THE CONTRACTOR”** agrees not to engage in activities or commit any act that directly or indirectly may dispute or jeopardize the rights, titles, and interests of **“APASA’s”** intellectual property. Likewise, the SUPPLIER shall be responsible for the acts carried out by its shareholders, advisors, directors, officers, employees, workers, personnel, agents, contractors, and subcontractors against the interests and rights of **“APASA”** regarding its intellectual property rights, copyrights, trademarks, logos, designs, names, and commercial notices, with **“THE CONTRACTOR”** undertaking to assist and cooperate with **“APASA”** in the defense and protection of its rights. The contravention of any of the obligations established in this Clause shall be cause for rescission, irrespective of the right of **“APASA”** to exercise the corresponding legal actions.

NINETEENTH. CONFIDENTIALITY:

“THE CONTRACTOR” acknowledges that the information it receives in relation to this Contract from **“APASA”** shall be reserved and confidential. The "Confidential Information" will be delivered by **“APASA”** in writing or in another tangible form, whether magnetic, electronic, verbal, or visual means, even if no mention is made that such information is confidential. **“THE CONTRACTOR”** may use the "Confidential Information" of **“APASA”** solely and exclusively for the fulfillment of the object of this Contract and shall take all necessary reasonable precautions to safeguard the confidentiality of the "Confidential Information" in the same manner in which it safeguards the confidentiality of its own confidential information. **“THE CONTRACTOR”** undertakes not to use or utilize the "Confidential Information" for purposes other than those established in this Contract. Likewise, **“THE CONTRACTOR”** undertakes not to disclose, distribute, transmit, divulge, publish, or reproduce, in whole or in part, the "Confidential Information" of **“APASA”** to personnel who are employees, shareholders, advisors, agents, and/or contractors of **“THE CONTRACTOR”** who are not related to the fulfillment of this Contract or to any person unrelated to the object of the Contract. The obligation to maintain such information confidential shall endure during the validity of this Contract and shall remain in effect after the termination of the Contract until such

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information ceases to be confidential. **“THE CONTRACTOR”** agrees that the Confidential Information constitutes an industrial secret that is the property of **“APASA”** and assumes the obligation not to disclose it to any third party in accordance with the Federal Law for the Protection of Industrial Property, and other related laws, even after the termination or rescission of this Contract. **“THE CONTRACTOR”** shall instruct with utmost precision its employees, dependents, officers, or consultants who come to be related to the object of this Contract, regarding the confidentiality terms set forth herein, with **“THE CONTRACTOR”** undertaking to sign a confidentiality agreement containing all the obligations herein related to the confidentiality of the information, and undertaking to deliver a certification to **“APASA”** when so required during the validity of this Contract, in which it states that its employees, workers, agents, contractors, or subcontractors have signed the respective confidentiality agreement. The signing of such confidentiality agreements shall not be a waiver of protection against the unauthorized disclosure of the Confidential and Secret Information mentioned in this Clause and which is the obligation of **“APASA”**. Likewise, the Parties agree that **“THE CONTRACTOR”** may not disclose or publicize this Contract, nor the commercial relationship between **“APASA”** and **“THE CONTRACTOR”** without the express written authorization of **“APASA”**.

TWENTIETH. COMPLIANCE WITH REGULATIONS:

“THE PARTIES” jointly agree as follows:

I. **“THE CONTRACTOR”** states that it currently complies, and commits to continue complying in the performance of its obligations under this Contract, with all applicable and current laws, regulations, standards, industry codes of practice, and anti-corruption norms.

II. **“THE PARTIES”** agree that if any new provision, addition, and/or modification to the law, standard, or any other applicable internal policy of **“APASA”** comes into effect, these may be implemented for the content of this Contract, subject to prior written agreement between the Parties, establishing the form, terms, times, and mechanisms by which such modifications will operate.

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III. Notwithstanding the content of this Contract, **“APASA”** may terminate this Contract with immediate effect by written notice to **“THE CONTRACTOR”** if it concludes, at its absolute determination and discretion, that **“THE CONTRACTOR”** has violated this clause or that such a violation is substantially likely to occur.

IV. **“THE CONTRACTOR”** shall be responsible for any fine or penalty arising from non-compliance with laws, regulations, and/or norms in its facilities or activities, therefore it undertakes to release **APASA** from any liability, fine, penalty, detention, seizure, lien, or tax attributable to **“THE CONTRACTOR”** regarding the supplied Goods and rendered Services, and must indemnify **“APASA”** for the damages caused to it, including the payment of expenses and legal costs.

TWENTY FIRST. ASSIGNMENT AND SUBCONTRACTING:

“THE CONTRACTOR” may not assign this contract, nor be substituted by a third party in its obligations, without the prior written approval of **“APASA”**. A change in the shareholding composition of **“THE CONTRACTOR”** as a result of share transfer processes, mergers, splits, transformations, changes in the composition of the administration, shall constitute for these purposes an assignment of the Contract, which must be authorized by **“APASA”**, or otherwise rejected, in which case **“APASA”** may terminate the Contract without any liability. All Services that **“THE CONTRACTOR”** has undertaken to perform under the Contract shall be provided and executed directly by **“THE CONTRACTOR”**, who may only subcontract their preparation and/or supply upon prior written authorization from **“APASA”**. Although, it is worth mentioning that the equipment may be acquired by **“THE CONTRACTOR”** from a third party, which must comply with the specifications in Annex A of this contract; in the supply of such equipment, the warranty requested in the Annexes that form part of this document. **“THE CONTRACTOR”** shall be responsible to **“APASA”** for the work performed by the subcontracted third parties, **“APASA”** may assign, in whole or in part, the obligations and rights arising for it under this Contract, without the need for notice or approval from **“THE CONTRACTOR”**. The parties agree that, with regard to the obligations assumed under the contract entered into with APASA, both the CONTRACTOR and the subcontractors shall be jointly and severally liable to said entity. Consequently, APASA

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may claim compliance with any of the obligations arising from this contract directly from the CONTRACTOR or the subcontractor, who undertake to satisfy them in full, without prejudice to the right of recourse between them.

It shall be a condition for any subcontracting that the subcontractor accepts in writing all the obligations of this Contract that are applicable to the party performing it. The CONTRACTOR shall be jointly and severally liable to APASA for the acts and omissions of the subcontractors.

TWENTY SECOND. PERSONAL DATA

“THE CONTRACTOR” undertakes to handle the personal data collected in relation to this Contract and during its term, as follows:

I. It will collect, use, process, and transmit the personal data of its holders solely for the fulfillment of the purposes indicated for such purpose by **“APASA”** or when the law requires disclosure, in which case **“THE CONTRACTOR”** must notify **“APASA”** immediately and will make its best effort to limit the nature and scope of the required disclosure and will only disclose the minimum amount of personal data and sensitive personal data necessary to comply with the legal requirement;

II. It will collect, use, process, and transmit personal data and sensitive personal data in accordance with all applicable privacy, security, and information protection laws, norms, and regulations;

III. It will notify its holders of the purposes for which the personal data and sensitive personal data are collected in accordance with applicable laws;

IV. It will maintain the accuracy and integrity of the personal data and sensitive personal data of its holders;

V. It will implement all reasonable and appropriate physical, technical, and administrative security measures to protect personal data and sensitive personal data against loss, misuse, and unauthorized access, disclosure, alteration, or destruction;

VI. It will notify **“APASA”** immediately of any unauthorized processing, uses, transmissions, or disclosures of the personal data and sensitive personal data of its holders or any security incident involving personal data and sensitive personal data, including, by way of example but not limitation, any incident that **“THE CONTRACTOR”**

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reasonably considers involves unauthorized access to the personal data and sensitive personal data of its holders or disclosure thereof, of which **“THE CONTRACTOR”** becomes aware; furthermore, if **“THE CONTRACTOR”** or any of its affiliates, employees, personnel, representatives, or contractors is responsible for the security incident, **“THE CONTRACTOR”** will immediately take all necessary and appropriate corrective measures to notify its holders whose personal data or sensitive personal data may have been affected;

VII. It will cooperate mutually with **“APASA”** to respond to any inquiry regarding practices related to the collection, processing, use, transmission, and disclosure of personal data and sensitive personal data of its holders in relation to this Contract or any request for access and correction to personal data and sensitive personal data of its holders in accordance with applicable law and the policies of both Parties;

VIII. It will obligate any external representative, agent, contractor, or subcontractor to adhere to these provisions, as described in this clause; and

IX. It will communicate to its holders the purposes, legal scope of the privacy notice, and procedure for exercising their rights of access, rectification, cancellation, and opposition; and it will be the responsibility of **“THE CONTRACTOR”** to obtain their consent, in the applicable formats according to current legislation.

The privacy obligations of **“THE CONTRACTOR”** regarding the personal data and sensitive personal data of its holders shall survive the termination of this Contract in accordance with applicable laws and regulations.

TWENTY THIRD. LATENT DEFECTS:

“THE CONTRACTOR” shall be responsible for the quality of **“THE WORKS”** to **“APASA”** for any latent defects that appear within one year from the date of receipt of **“THE WORKS”**.

TWENTY FOURTH. NON-COMPLIANCE AND RESCISSION

Without prejudice to the other scenarios indicated throughout this Contract, **“APASA”** may rescind this Contract for the non-compliance of **“THE CONTRACTOR”** with any of its obligations acquired under the Contract, without the need for judicial intervention and

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requiring only written notice to **“THE CONTRACTOR”**. Among the causes for rescission of this Contract are detailed, by way of example but not limitation, the following:

I. If **“THE CONTRACTOR”** is delayed in the execution of **“THE WORKS”** object of this Contract; and does not communicate in writing the causes of such delay. **“THE CONTRACTOR”** will develop a contingency plan to remedy this delay.

II. When **“THE CONTRACTOR”** delivers equipment with different characteristics, specifications, and/or quality than agreed in this contract, except if these changes have been previously approved by **“APASA”** and grant the same or greater benefits object of this contract;

III. When **“THE CONTRACTOR”** does not execute **“THE WORKS”** in accordance with what is established in this Contract and to the entire satisfaction of **“APASA”**;

IV. When the equipment fails and is not repaired or replaced to the entire satisfaction of **“APASA”**;

V. If preventive bankruptcy or bankruptcy of **“THE CONTRACTOR”** is declared. In the event that any of the aforementioned causes occur, **“APASA”** shall be entitled to immediately terminate the contract without any liability or to demand the forced fulfillment of the unfulfilled obligation. In both cases, without prejudice to the damages that may correspond to **“THE CONTRACTOR”**, **“APASA”** may also request the resolution of the contract even after having opted for specific performance, when this proves impossible.

TWENTY FIFTH. ENTIRE AGREEMENT

This contract and its Annexes constitute the entire agreement of **“THE PARTIES”** with respect to its object and replace all other prior agreements related to the same object. Any modification or amendment to the terms and conditions of this Contract shall only be valid and take effect to the extent that both Parties previously agree to such modification or amendment in writing, which shall be added to this Contract to form an integral part thereof. In case of doubt or ambiguity in the interpretation of the provisions contained in this Contract, the Parties agree that all provisions contained in the Terms and Conditions of the corresponding Tender and its Annexes shall apply hereto,

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prevailing over any interpretation that might be generated from the clauses of this Contract. The provisions of the Terms and Conditions shall be considered an integral and binding part of this Contract, provided they do not contradict what is stipulated herein. The provisions of the Call for Bids will be considered as an integral and binding part of this Contract, as long as they do not contradict what is stipulated herein.

TWENTY SIXTH. NULLITY OF CLAUSES:

“**THE PARTIES**” recognize and accept that the nullity of one or more clauses of this Contract does not imply the nullity of the latter in all its parts, so in the event that the nullity of some or any of its clauses is declared, the provisions of this contract that are not declared null shall continue in force and have full effect.

TWENTY SEVENTH. WAIVER OF RIGHTS:

No delay by “**APASA**” in the exercise of its rights under this contract, nor the omission in the exercise thereof, shall be considered a waiver of its rights, nor shall any notice or demand directed to “**APASA**” be considered a waiver of its obligations or the rights it has to take additional actions. No right, power, or remedy contained in this contract shall be exclusive of any other right, power, or remedy indicated or available by law. The implied or express waiver by “**APASA**” of its rights or remedies in a particular instance shall not operate as a waiver of such rights and remedies in any other instance.

TWENTY EIGHTH. NOTICES AND DOMICILES

All notices and notifications that “**THE PARTIES**” must give each other in relation to this Contract shall be made in writing and with acknowledgment of receipt. For the foregoing purposes, “**THE PARTIES**” indicate as their domiciles the following:

“**APASA**” _____.

“**Contractor**”: _____.

Any change of domicile subsequent to that indicated in the previous paragraph must be notified; otherwise, notifications shall fully take effect at the previous domicile. “**THE PARTIES**” recognize that all communications of any nature including: reports, correspondence, email in any of its modalities that are used between “**THE PARTIES**”

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once the validity of this contract has begun and exclusively for its execution, shall be valid and motivate all their effects.

TWENTY NINTH. FORCE MAJEURE EVENTS:

1. For the purposes of this contract, "Force Majeure" shall be understood as any extraordinary, unforeseeable, and unavoidable event or circumstance that is beyond the reasonable control of the Parties and that prevents, totally or partially, the fulfillment of contractual obligations. Force Majeure events include, but are not limited to, natural disasters (earthquakes, floods, hurricanes), acts of war, terrorist acts, civil disturbances, general strikes, epidemics, pandemics, governmental actions, or other similar situations that make the execution of the contract impossible.
2. The Party affected by a Force Majeure event must notify the other Party in writing within [number of days] business days following awareness of the event, providing a detailed description of the nature of the event, the estimated duration, and the potential consequences on the fulfillment of its contractual obligations. Failure to notify within the indicated period may be considered a waiver of the right to invoke Force Majeure.
3. During the duration of the Force Majeure event, the obligations of the affected Party that cannot be fulfilled due to the event shall be considered suspended, without liability for that Party, provided that it has complied with the duty of notification. Other contractual obligations not affected by the Force Majeure event must continue to be fulfilled under the terms established in the contract.
4. The Party affected by a Force Majeure event must take all reasonable measures to mitigate the effects of the event and resume the fulfillment of its obligations as soon as possible. Likewise, it must also keep the other Party informed about the evolution of the event and the actions taken to mitigate its effects.
5. If the Force Majeure event extends for a period longer than [number of days/months] consecutively, either Party may choose to terminate the contract, upon prior written notification to the other Party with [number of days] days' notice. In case of termination, the Parties must agree in good faith on the settlement of pending obligations and the refund or compensation of any amount that has been paid or received in excess.

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6. Events that can be controlled or overcome through the exercise of due diligence, or those resulting from the lack of foresight, care, or adequate preparation of the affected Party, shall not be considered Force Majeure events.

THIRTIETH. GOVERNING LAW AND JURISDICTION

1. Applicable legislation: This contract, as well as all acts, contracts, and agreements entered into pursuant thereto, shall be governed by and construed in accordance with the laws of the Argentine Republic and, in particular, by the terms and conditions set forth in the Terms and Conditions of the Call for Bids and its annexes.

2. Competent jurisdiction: Any dispute arising in connection with this contract, such as its existence, validity, classification, interpretation, scope, performance, or termination, or any other type of dispute, shall be resolved definitively and without appeal by the General Arbitration Tribunal of the Buenos Aires Stock Exchange in accordance with the regulations in force for arbitration, through arbitration in law, which the parties acknowledge and accept, expressly waiving any other jurisdiction that may correspond to them.

THIRTY FIRST. Annexes:

The following annexes and items form an integral part of this Contract: ALL annexes and items.

THIRTY-SECOND. APPENDICES.

The following appendices form an integral part of this Contract:

Appendix A: Technical and Financial Proposal.

Appendix B: General Work Schedule.

Appendix C: Technical Specifications.

Executed in the Autonomous City of Buenos Aires, "THE PARTIES", as evidence of their agreement, sign 2 (two) copies of the same tenor and effect, on the xx day of the month of xxxx, 2025.

“APASA”

Legal Representative

“CONTRACTOR”

Legal Representative