

Corporación Nacional del Cobre de Chile Casa Matriz Huérfanos 1270 Casilla 150-D Santiago, Chile

> PD-071/2025 Santiago, 6 de mayo de 2025

A: LEONARDO LUEIZA URETA, ABOGADO SECRETARIO COMISIÓN ESPECIAL INVESTIGADORA Nº 65.

DE: SR. MÁXIMO PACHECO M., PRESIDENTE DEL DIRECTORIO DE LA CORPORACION NACIONAL DEL COBRE DE CHILE.

REF: OFICIO Nº 07/2025, DEL 11 DE MARZO DE 2025 DE LA ENCARGADA DE RECOPILAR ANTECEDENTES RELATIVOS A LOS ACTOS DEL GOBIERNO, REALIZADOS POR CODELCO Y CORFO, EN RELACIÓN CON EL ACUERDO DE ASOCIACIÓN SUSCRITO CON SQM PARA LA EXPLOTACIÓN DEL LITIO EN EL SALAR DE ATACAMA Y LA COMPRA DE LA MINA SALAR BLANCO, EN MARICUNGA (CEI N° 65).

En relación con el oficio de la Referencia, adjunto encontrará Nota Interna GDN-06/2025, emitida por el Gerente de Desarrollo de Negocios, con fecha 6 de mayo de 2025, mediante la cual se da debida respuesta al oficio Nº 07/2025 de 11 de marzo de 2025, de la Comisión Especial Investigadora ya individualizada, adjuntando el contrato de asesoría financiera suscrito con Morgan Stanley Canada Limited, en relación con el proyecto de CODELCO para la exploración, explotación y beneficio de litio en el Salar de Atacama.

Sin otro particular, saluda atentamente a usted,

Máximo Pacheco M. Presidente del directorio



NI GDN - 06/2025 06 de mayo de 2025

A: SR. MÁXIMO PACHECO M., PRESIDENTE DEL DIRECTORIO

DE: SR. JAIME SAN MARTÍN L., GERENTE DE DESARROLLO DE NEGOCIOS

REF.: RESPUESTA A OFICIO N° 7/2025 DE FECHA 11 DE MARZO DE 2025 DE LA COMISIÓN

ESPECIAL INVESTIGADORA ENCARGADA DE RECOPILAR ANTECEDENTES RELATIVOS A LOS ACTOS DEL GOBIERNO, REALIZADOS POR CODELCO Y CORFO, EN RELACIÓN CON EL ACUERDO DE ASOCIACIÓN SUSCRITO CON SQM PARA LA EXPLOTACIÓN DEL LITIO EN EL

SALAR DE ATACAMA Y LA COMPRA DE LA MINA SALAR BLANCO, EN MARICUNGA (CEI N°

65)

Mediante el Oficio N°7/2025 de fecha 15 de abril de 2025, la Comisión Investigadora indicada en la referencia solicita al Presidente del Directorio de Codelco "remitir el o los contratos de la asesoría contratada a la empresa de análisis financiero, Morgan Stanley para explotación en conjunto con la Sociedad Química y Minera de Chile (SQM) del Salar de Atacama".

Con el objeto de atender el señalado requerimiento, se adjunta copia del contrato de asesoría financiera suscrito con Morgan Stanley Canada Limited, en relación con el proyecto de CODELCO para la exploración, explotación y beneficio de litio en el Salar de Atacama (el "Contrato").

Se hace presente que, con el propósito de resguardar sus derechos económicos y comerciales, CODELCO ha adoptado medidas de reserva de aquellos datos comercialmente sensibles contenidos en el Contrato. Dicha decisión se funda en las causales de reserva contempladas en el inciso segundo del artículo 8° de la Constitución Política de la República y en el artículo 21 N°2 la Ley N°20.285 sobre acceso a la información pública, tal como se ha requerido en el Oficio Nº7/2025.

En este sentido, los datos del Contrato que han sido objeto de reserva contienen información comercial de carácter estratégico respecto de los términos en que CODELCO se relaciona contractualmente con terceros. La divulgación de dicha información, por tanto, perjudica la posición de mercado de CODELCO y menoscaba sus relaciones comerciales futuras.

Sin otro particular, se despide atentamente,

Jaime San Martín L.

Gerente de Desarrollo de Negocios

CORPORACIÓN NACIONAL DEL COBRE DE CHILE

# MANDATE AND FINANCIAL ADVISORY AGREEMENT

THIS MANDATE AND FINANCIAL ADVISORY AGREEMENT, dated as of March 30, 2023 (this "Agreement"), is entered into by and between: (A) CORPORACIÓN NACIONAL DEL COBRE DE CHILE (together with its divisions and consolidated subsidiaries, the "Company" or "Codelco"), a State-owned mining, industrial and commercial enterprise created, organized and governed by Decree Law 1,350 of 1976 and its regulatory bodies, with a registered domicile and main offices at Huérfanos 1270, Santiago, Chile; and (B) MORGAN STANLEY CANADA LIMITED, corporation formed and existing under the federal laws of Canada, with offices at 181 Bay Street, Suite 3700, P.O. Box 776, Toronto ON M5J 2T3 Canada ("Morgan Stanley").

The Company and Morgan Stanley are herein individually or collectively referred to as a "Party" or the "Parties" as the context requires.

### WITNESSETH

WHEREAS, the Company has as its principal corporate purpose the exercise of the mining, exploration and other rights belonging to the Republic of Chile at the time of its creation in 1976 and, in accordance with its regulatory bodies, has an indefinite duration; and

WHEREAS, Morgan Stanley is a global investment bank that provides, among other services, leading corporate financial advisory services to its clients around the world; and

WHEREAS, the Company wishes to engage Morgan Stanley as its exclusive financial advisor in connection with the proposed formation of a joint venture or other type of binding agreements between the Company, Corporación de Fomento de la Produccion ("CORFO") and Sociedad Quimica y Minera de Chile S.A. ("SOM") or any other counterparty with respect to certain mining concessions of CORFO and other SQM's assets to develop a lithium project in Antofagasta region in Chile (the "Transaction"); and

WHEREAS, the Company and Morgan Stanley wish to confirm the engagement (the "<u>Engagement</u>") of Morgan Stanley by the Company and memorialize their complete mutual understanding and agreement with respect thereto; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties do hereby agree as follows:

(1) Subject to the terms and conditions set forth herein, the Company hereby engages, and Morgan Stanley accepts, to be the exclusive financial advisor of the Company in connection with the Transaction. For purposes of this Agreement, the Parties acknowledge and agree that this Engagement will commence on this date and that this Agreement does not restrict CORFO to engage other financial advisors for its own benefit either in connection with the Transaction or other transaction related to CORFO's mining concessions.

(2) During the term of this Engagement, Morgan Stanley will provide the Company with financial advice and assistance in connection with the Transaction, including, as appropriate, advice and assistance with respect to defining objectives, performing valuation analyses, and structuring, planning, negotiating the Transaction and as described under Schedule A; provided, however, that Morgan Stanley does not and will not provide accounting, tax or legal advice.

Morgan Stanley will provide its services to the Company outside of Chile and may perform some of its services through or in conjunction with one or more of its affiliates, and references in this Agreement to "Morgan Stanley" shall, except where the context otherwise requires, include any such affiliates. Upon the Company's written request relating to any specified Morgan Stanley work product, such work product shall be in Spanish or delivered together with a Spanish translation if prepared in a foreign language. Morgan Stanley shall use commercially reasonable efforts to staff at least part of the Morgan Stanley deal team advising the Company in connection with the Transaction with individuals fluent in Spanish.

- (3) The Company understands and agrees that the fees for the advisory services in connection with the Transaction depend on the outcome of the assignment and are designed to reflect Morgan Stanley's contribution to a major corporate objective. If the Transaction is accomplished, Morgan Stanley will charge and the Company will pay to Morgan Stanley a "Transaction Fee" of up to the Transaction Fee is made up of a "Base Fee" of up to the Linked to the attainment of a specific Transaction's objective, as defined in Section (5) below. In no event shall the Transaction Fee be less than the Company will pay to Morgan Stanley a "Retainer Fee" of the per month in accordance with the terms below.
- (4) If an agreed upon Transaction by means of a definitive binding agreement (such agreement, a "Definitive Agreement") is not consummated and the Company receives compensation pursuant to the termination provisions contained in the definitive agreement relating to the Transaction (a "Breakup Fee"), Morgan Stanley will charge a "Termination Fee" equal to 25.0% of the Breakup Fee, which will not exceed the Base Fee. For purposes of calculating the Termination Fee, the Breakup Fee shall include (i) the fair value of any options granted to the Company pursuant to any cross-option agreement or comparable provision and (ii) any judgment for damages, amounts or other consideration received by the Company, in settlement of any dispute as a result of the termination or other failure to consummate the Transaction. The Termination Fee will become payable and will be paid by the Company upon its receipt of the Breakup Fee.
- (5) The Base Fee and Incentive Fee, if applicable, in connection with a completed transaction will become payable and will be paid by the Company as follows:
  - (a) "Base Fee":
    - i. Equivalent to 0.4% of Codelco's attributable NPV, with a minimum base fee of and a maximum of the code as follows:

- 1. Definitive Agreement with SQM, or any other counterparty, with respect to the Transaction.
- 2. If the Base Fee is greater than of the Definitive Agreement, Codelco will pay monthly instalments of until the earlier of (x) payment of the Base Fee in full, (y) the first anniversary of the execution of the Definitive Agreement, and (z) the closing of the Transaction, to be paid every 3 months unless the Parties agree in writing a different frequency. The first installment of which will be due and payable 90 days from the date of the execution of a Definitive Agreement.
- Any balance of the Base Fee will be payable upon closing of the Transaction.
- For the avoidance of doubt, no Base Fee shall be payable in the event that a
  Definitive Agreement is not executed with SQM or any other counterparty.
- iii. Codelco's:"<u>attributable NPV</u>" will be calculated as the net present value ("<u>NPV</u>") of the free cash flow captured by the Company with respect to the Transaction, net of payments to CORFO, taxes and with valuation date at the execution of the Definitive Agreement with SQM or any other counterparty. This NPV will be calculated using agreed assumptions and consensus prices to be defined between the Parties following the base case parameters guidance and boundaries listed under Schedule B. Those assumptions may be different to the assumptions used for negotiations with SQM or CORFO.

### (b) Incentive Fee:

- i. payable if Codelco's aggregate attributable NPV is equal to or greater than
- ii. Additional payable if Codelco's aggregate attributable NPV is equal to or greater than

The Incentive Fee will be payable as follows:

- 50.0% of the Incentive Fee will be payable upon the execution of a Definitive Agreement with SQM or any other counterparty with respect to the Transaction.
- 50.0% of the Incentive Fee will be payable upon closing of the Transaction.

#### (c) Retainer Fee:

- i. per month during Morgan Stanley execution of services and until the execution of the Definitive Agreement. The Retainer Fee that will be credited against the Base Fee if applicable, to the extent not previously credited. Morgan Stanley will bill the installments of the Retainer Fee every 3 months unless the Parties agree in writing a different frequency.
- ii. The Company may request Morgan Stanley to pause its services. In case the Transaction is not advancing for whatever reason and Morgan Stanley is not required to provide substantial services to the Company for a given monthly period, then the Retainer Fee will not be payable by the Company for such monthly period, and the payment of the Retainer Fee will resume for the month in

- which Morgan Stanley resumes providing services hereunder, based on the Company's written notice.
- iii. First installment of the Retainer Fee will be due and payable 90 days from the date of execution of this Agreement.

For the purpose of this Agreement, closing of the Transaction shall mean the acquisition by Codelco or a subsidiary of Codelco of shares or equity interest in the legal entity with the material assets of the lithium project producing the free cash flow used to calculate the Base Fee. The Parties acknowledge that the definition of closing of the Transaction or the term in which such closing should occur is dependent on the final structure of the Transaction, and therefore, the Parties agree to amend in good faith the definition if so required.

The Company agrees to arrange for payment of Morgan Stanley's fees set forth herein by wire transfer on or before such dates.

The Company acknowledges and agrees that it is possible that this assignment may lead to an outcome not anticipated in this Agreement or may require more of Morgan Stanley's time and efforts than initially anticipated. In such event, Morgan Stanley will propose appropriate compensation that may be in addition to the fees already described in this Agreement for its services in connection with such transaction consistent with its usual practice, provided, however, that no additional fee shall be due until expressly consented in writing by the Company.

- (6) Morgan Stanley will rely on the accuracy and completeness, without verifying it independently, of any information it receives or reviews in connection with this Engagement. Morgan Stanley will not independently evaluate or appraise any assets or liabilities that may be involved in this Engagement, or advise or opine on any related solvency issues. Morgan Stanley will assume that any forecasted financial information reflects the best available estimates of future financial performance. None of the advice or opinions Morgan Stanley provides, activities by Morgan Stanley in connection with the Transaction, nor any fee arrangements for this assignment may be disclosed or referred to publicly or to any third party except in accordance with its prior written consent.
- In addition to any of the foregoing fees for professional services, the Company, agrees to reimburse Morgan Stanley for, and Morgan Stanley will separately bill, its reasonable expenses incurred from time to time. Upon the Company's written request, Morgan Stanley shall provide a customary summary of the expenses related with travel costs for any given quarter in accordance with Morgan Stanley's past practice. Generally, these expenses include travel costs, internal legal costs, document production and other expenses of this type, and will also include the fees of outside counsel and other professional advisors should they be required and engaged with the Company's consent. Expenses to be reimbursed to Morgan Stanley in connection with the Agreement will not exceed in the aggregate without the Company's prior written consent (not to be unreasonably withheld, conditioned or delayed). Morgan Stanley will bill these expenses to the Company every 3 months unless agreed differently by the Parties. For the avoidance of doubt, none of the limitations in this paragraph shall in any way affect the Company's obligations set forth in Section 8 below.

All payments under this Agreement shall be made in U.S. dollars and without withholding or deduction of any tax, assessment or other governmental charge, including the Goods and Services Tax or Harmonized Sales Tax (collectively, "*Tax*") unless required by law; and if the Company shall be required to deduct or withhold any Tax, or if any Tax is required to be paid by Morgan Stanley solely on account of the services performed hereunder, the Company shall pay to Morgan Stanley such additional amounts as shall be required so that the net amount received by Morgan Stanley from the Company after such deduction, withholding or payment shall equal the amounts otherwise due to Morgan Stanley under this Agreement.

Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Its securities business is engaged in securities underwriting, trading, hedging and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of the Company or any other company, or any currency or commodity, or instrument that may be involved in any of the transactions contemplated herein, or any related derivative instrument. Morgan Stanley and its affiliates may have provided, and may in the future seek to provide, financial advisory and financing services for and may have received and may in the future receive compensation from other parties now or that may become involved in any of the transactions contemplated herein. The Company acknowledges and agrees that the interests of Morgan Stanley and its affiliates engaged in providing such financial advisory and financing services may differ from those of the Company and the Company expressly waives any conflict of interests which may result therefrom. Although Morgan Stanley in the course of its other activities and relationships may acquire information about the Transaction or other entities and persons that may be the subject of this Engagement, Morgan Stanley shall have no obligation to disclose such information, or the fact that Morgan Stanley is in possession of such information, to the Company or to use such information on the Company's behalf. Notwithstanding anything contained herein, during the term of this Agreement, Morgan Stanley shall not be engaged to provide M&A financial advisory services to any party (other than the Company) in connection with the Transaction without obtaining the prior written consent of the Company.

Morgan Stanley's financial advice is intended solely for the benefit and use of the senior management and the Board of Directors of the Company in considering the Transaction, and is not on behalf of, and shall not confer rights or remedies upon, any shareholder, final beneficiary, employee or creditor of the Company or any other person, and may not be used or relied upon for any other purpose. Morgan Stanley will act under this Agreement as an independent contractor in the execution of a business or commercial mandate (*mandato mercantil*), with duties and obligations solely to the Company and only as set forth in this Agreement and not in any other capacity, including not acting as a fiduciary nor as an agent with authority to act in the name of the Company. Because

Morgan Stanley will be acting to advance the interests of the Company in such capacity, it is Morgan Stanley's practice to receive indemnification.

The Company hereby agrees to indemnify and hold harmless Morgan Stanley and its (8) affiliates and their respective current and former officers, directors, employees and agents and each other entity or person, if any, controlling Morgan Stanley or any of its affiliates (Morgan Stanley and each such other entity or person being a "Covered Person") from and against any and all losses, claims, damages and liabilities (collectively, "Losses") related to, arising out of or in connection with this Engagement (including related services and activities in connection with this Engagement prior to the date of this Agreement). To the maximum extent permitted by law, the Company shall not be liable for loss of profits (lucro cesante), indirect damages (daño indirecto), incidental, punitive or consequential damages of any Covered Person. For the avoidance of doubt, the foregoing does not affect any Covered Person's rights to be indemnified hereunder against loss of profits (lucro cesante), indirect damages (daño indirecto), incidental, punitive or consequential damages awarded to any third party. The Company will also reimburse each Covered Person for all reasonably incurred expenses (including reasonable fees, expenses and disbursements of counsel) (collectively, "Expenses") as they are incurred in connection with investigating, preparing, pursuing or defending any action, claim (including any cause of action, whether in contract or tort or otherwise), suit, investigation, inquiry, proceeding, controversy or dispute (collectively, any "Action") related to, arising out of or in connection with this Agreement, whether or not pending or threatened and whether or not any Covered Person is a Party. The currency of payment will be US dollars, net of any applicable withholding or other taxes imposed by the Company's jurisdiction. The Company will not, however, be responsible for any Losses or Expenses that are finally judicially determined to have resulted primarily from the fraud or gross negligence (dolo or culpa grave) of any Covered Person.

The Company will not, without the prior written consent of Morgan Stanley (written consent that may not be unreasonably withheld or delayed), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Action in respect of which indemnification may be sought hereunder or participate in or facilitate any such settlement, compromise, consent to the entry of any judgement in or termination of any such Action on behalf of the Company's Board of Directors (whether or not any Covered Person is a party thereto) unless such settlement, compromise, consent or termination includes an unconditional release, enforceable by each Covered Person, of each Covered Person from any liabilities arising out of such Action and does not include any statement as to, or any admission of, fault, culpability or a failure to act by or on behalf of any Covered Person. No Covered Person seeking indemnification, reimbursement or contribution under this Agreement will, without the Company's prior written consent (written consent that may not be unreasonably withheld or delayed), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Action. Notwithstanding the foregoing sentence, if at any time a Covered Person shall have requested the Company to reimburse the Covered Person for Expenses, the Company agrees that it shall be liable for any such settlement, compromise, consent or termination that is effected without its written consent if (i) such settlement, compromise, consent or termination is entered into more than 60 days after receipt by the Company of the aforesaid request and (ii) during such 60 day period, the Company shall not have

reimbursed the Covered Person in accordance with such request prior to the date of such settlement, compromise, consent or termination.

The Company also agrees that no Covered Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any of their related parties for any Losses related to, arising out of or in connection with the Engagement or this Agreement except for any such liability for Losses incurred by the Company that are finally judicially determined to have resulted from the fraud or gross negligence (*dolo* or *culpa grave*) of such Covered Person.

- (9) Morgan Stanley's services hereunder may be terminated with or without cause by the Company or by Morgan Stanley at any time upon express written notice and without liability or continuing obligation to the Company or to Morgan Stanley (except for any compensation earned and expenses incurred by Morgan Stanley to the date of termination and except, in the case of termination by the Company, for Morgan Stanley's right to fees pursuant to this Agreement with respect to the Transaction if a definitive agreement concluding any transaction tantamount to a Transaction is executed within two years of such termination), and provided, further, that the Non-Disclosure Agreement signed by the Company; Section 9 (Indemnity); Section 8 (Waiver of Conflict); Section 12 (Governing Law); and Section 13 (Arbitration) will remain operative regardless of any such termination.
- (10) Nothing in this Agreement, express or implied, is intended to confer on any person other than the signatories hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.
- (11) All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of Chile, without giving effect to any choice of law or conflict of law provision (whether of Chile or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Chile.
- (12) Any difficulty, controversy or dispute arising among any of the Parties hereto with respect to the application, interpretation, duration, validity, execution or performance of this Agreement or any other reason, shall be submitted to binding arbitration pursuant to the Rules of Arbitration Procedure of the Santiago Arbitration and Mediation Center. The arbitral tribunal will be composed of 3 arbitrators instructed to act as an árbitro mixto arbitration panel, that is, as arbitrators-at-law (de jure) to try and resolve substantive matters and as arbitrators ex aequo et bono with respect to procedure. One of the members of the arbitral tribunal shall be appointed by the plaintiff, another member shall be appointed by the defendant, and the third member shall be designated by the Party designated arbitrators. In the event that the Party designated arbitrators fail to agree on the designation of the third member, the Parties hereby irrevocably instruct the Santiago Chamber of Commerce to, upon the written request of any of the Parties, appoint the third member from among any of the lawyers listed in the arbitration roster of the Santiago Arbitration and Mediation Center. The arbitration shall take place in Santiago, Chile. The language of the arbitration will be Spanish, provided that the Parties will be authorized to submit any documents or evidence in English without a Spanish translation. The arbitral tribunal's resolutions and final award will be final and subject to no appeal. The arbitral

- tribunal will especially be authorized to resolve any issues relating to its competence and/or jurisdiction.
- (13) This Agreement represents the entire understanding and agreement between the Company and Morgan Stanley with respect to this Engagement and may only be amended in writing and signed by the officers of each of the signatories hereto.

IN WITNESS, WHEREOF, the undersigned have signed two (2) identical fully executed originals of this Agreement as of the date first written above in the name and on behalf of the signatories of this Agreement set out below their names.

# CORPORACIÓN NACIONAL DEL COBRE DE CHILE



## MORGAN STANLEY CANADA LIMITED





Valparaíso, 11 de marzo de 2025

Oficio N° 07/2025

La COMISIÓN ESPECIAL INVESTIGADORA ENCARGADA DE RECOPILAR ANTECEDENTES RELATIVOS A LOS ACTOS DEL GOBIERNO, REALIZADOS POR CODELCO Y CORFO, EN RELACIÓN CON EL ACUERDO DE ASOCIACIÓN SUSCRITO CON SQM PARA LA EXPLOTACIÓN DEL LITIO EN EL SALAR DE ATACAMA Y LA COMPRA DE LA MINA SALAR BLANCO, EN MARICUNGA (CEI N° 65), en sesión celebrada el día de ayer, acordó solicitar a Ud., remita el o los contratos de la asesoría contratada a la empresa de análisis financiero, Morgan Stanley para explotación en conjunto con la Sociedad Química y Minera de Chile (SQM) del Salar de Atacama.

Para el caso que la respuesta a este oficio contuviere materias reservadas o secretas, deberá señalarlo en forma destacada e indicar el fundamento legal de tal calificación, en cumplimiento a lo ordenado en el inciso segundo del artículo 8 de la Constitución Política de la República.

Lo que tengo a honra poner en conocimiento de Ud., en cumplimiento del referido acuerdo y por orden del Presidente de la Comisión, H. diputado Cristián Tapia Ramos.

Dios guarde a Ud.,

LEONARDO LUEIZA URETA Abogado Secretario de la Comisión

AL PRESIDENTE DEL DIRECTORIO DE LA CORPORACIÓN NACIONAL DEL COBRE DE CHILE (CODELCO), SEÑOR MÁXIMO PACHECO MATTE.

