

# CATAMARCA MINERA Y ENERGÉTICA SOCIEDAD DEL ESTADO

## GENERAL AND SPECIFIC TERMS AND CONDITIONS

### “PUBLIC TENDER No. 01/2025”

#### PUBLIC TENDER No. 01/2025

**BIDS RECEPTION:** Until 10:00 a.m. on October 17, 2025.

**PLACE FOR SUBMISSION OF BIDS:** [legalescamyen@camyen.com.ar](mailto:legalescamyen@camyen.com.ar) +  
CAMYEN S.E. Reception Desk, Vicario Segura Street No. 784 – 1st  
Floor, Capital, Catamarca.

**PLACE OF OPENING:** Vicario Segura Street No. 784 – 1st Floor, San  
Fernando del Valle de Catamarca, Catamarca.

**DATE AND TIME OF OPENING:** October 17, 2025, at 11:00 a.m.

## Index

- 1. CALL FOR BIDS
- 2. DESCRIPTION OF THE OBJECT OF THE TENDER
- 3. INTERVENTION OF CAMYEN S.E.
- 4. APPLICABLE LEGISLATION
- 5. DEFINITIONS AND INTERPRETATION
- 6. ECONOMIC OFFER AND SHAREHOLDING PARTICIPATION
- 7. SCHEDULE
- 8. PUBLICITY
- 9. SALE – DELIVERY OF DOCUMENTS
- 10. RIGHTS OF PURCHASERS
- 11. JURISDICTION OF THE COMPETENT AUTHORITY
- 12. THE OPENING AND PRE-AWARD COMMITTEE (CAP)
- 13. CIRCULARS
- 14. CALCULATION OF DEADLINES
- 15. GENERAL ADMINISTRATIVE RULES
- 16. DOCUMENTATION CONSULTATION
- 17. GUARANTEES
- 18. OF THE BIDDERS
- 19. PROOF OF EXISTENCE OF THE BIDDER
- 20. BIDS
- 21. CONTENT OF THE BIDS
- 22. ACTION OF THE OPENING AND PRE-AWARD COMMITTEE
- 23. SPECIFIC CLAUSES
- 24. CAUSES FOR REJECTION OF BIDS
- 25. CRITERIA FOR EVALUATION OF BIDS
- 26. PRE-AWARD

- 27. CHALLENGES / OBJECTIONS
- 28. AWARD AND CONTRACT FORMALIZATION
- 29. ASSIGNMENT AND/OR TRANSFER
- 30. START OF WORK – EXPLORATION STAGE
- 31. CONTRACTOR'S OBLIGATIONS
- 32. CORPORATE SOCIAL RESPONSIBILITY
- 33. CONTRACTOR'S LIABILITY
- 34. INSPECTION AND MONITORING
- 35. TERMINATION OF THE CONTRACT
- 36. JURISDICTION
- 37. METHOD OF PAYMENT – BANK ACCOUNT OF THE COMPETENT AUTHORITY
- ANNEX I: AREAS
- ANNEX II: SCHEDULE
- ANNEX III: SWORN STATEMENT
- ANNEX IV: MINIMUM ACTIVITIES ORIENTED TO PROSPECTION

## 1. Call for Bids

CATAMARCA MINING AND ENERGY STATE COMPANY ("CAMYEN S.E.") invites interested parties to submit Bids under a Public Tender for the formulation of EXPLORATION PROJECTS WITH AN OPTION FOR EXPLOITATION – in accordance with the terms and conditions of the Mining Code and current mining and environmental regulations – for the Areas (hereinafter the "Area(s)") listed and described in Annex I, all located in the Province of Catamarca.

The successful bidder of the Tender shall have the right to exercise the mining rights related to the Area, as well as the obligation to comply with the arising duties inherent to such mining rights, fully in accordance with the terms and conditions established in this Terms and Conditions Document (the "Document"), the National Mining Code, the CAMYEN S.E. Procurement Regime as established in Board Resolution No. 125/2017 and its amendments (hereinafter "Applicable Legislation"), and the contract executed in connection therewith for the study, prospecting, exploration, and potential exploitation of the Area.

## 2. Description of the Object of the Tender

The purpose of this call is to invite interested parties to submit bids within the framework of a tender procedure, in accordance with the provisions of the National Mining Code and other applicable regulations, in order to award areas for the execution of a Comprehensive Mining Project. Such project shall include the development of mining exploration activities, with the possibility, if deemed feasible and in compliance with current regulations, to exercise the option for exploitation of the involved areas.

The areas subject to this Tender are delineated in Annex I, which forms an integral part of this Document.

The successful bidder shall guarantee the operational continuity of the Mining Project

in the awarded areas, respecting the factual and legal conditions in effect at the time of signing the corresponding contract.

## 2.1 Areas:

The **projects subject to this Tender** are as follows:

2.1-A The **FILO DE LAS VICUÑAS** project is located in the southwest of the Tinogasta Department, in the Province of Catamarca. It is an area with high potential for copper and gold, covering a total surface of 5,160.69 hectares. It consists of three mining properties: Muma, Muma II, and Nicolás II.

2.1-B The **GOLD NUGGET** project is located in the southwest of the Tinogasta Department, in the Province of Catamarca. It covers a total surface of 5,829.41 hectares and comprises three mining properties: Valle Ancho I, Valle Ancho II, and Valle Ancho III. This region is of significant mining relevance as it is traversed by the Valle Ancho Lineament, a northwest-southeast oriented tectonic corridor recognized for its association with copper-gold porphyry systems and epithermal gold mineralization.

The maps corresponding to the detailed Areas are included in Annex I of this Document.

## 3. Intervention of CAMYEN SE.

The intervention of **Catamarca Minera y Energética Sociedad del Estado** (hereinafter, “**CAMYEN S.E.**”) in this tender is based on its capacity as holder and legitimate owner of the mining rights over the areas subject to this call. Said areas have been duly requested by CAMYEN S.E. before the competent Mining Authority, in accordance with current regulations, and are identified in Section 2 of this Terms and Conditions Document and detailed in Annex I.

In such capacity, and as part of the obligations assumed by the awardee, the bidder that is selected shall deliver to CAMYEN S.E., without the need for prior request and within the deadlines established in the contract, all documentation and technical

information generated during the development of the different stages of the Comprehensive Mining Project.

#### **4. Applicable Legislation:**

In the event of doubts or conflicts regarding the interpretation and application of the regulations applicable to this Tender and the eventual Contract, the following order of precedence shall apply:

- Mining Code (MC).
- Mining Procedure Code of the Province of Catamarca (CPMC).
- This Terms and Conditions Document.
- Clarifying/Amending Resolutions issued by CAMYEN S.E., either ex officio or at the request of an interested party.
- The Procurement Regime of CAMYEN S.E., established by Board Resolution No. 125/2017 and its amendments.
- National Laws No. 24,585 (“Environmental Protection Law for Mining Activity”) and 25,675 (“General Environmental Law”).
- National Executive Decree No. 615/1988 – Mining Directorate as the Competent Authority for the enforcement of national and provincial mining legislation.
- Any other regulation that may replace, amend, or regulate the instruments mentioned above.

#### **5. Definitions and Interpretation:**

The terms contained in this Terms and Conditions Document, the Resolutions, and all contractual documentation shall have the meaning detailed below:

- AWARD: Act of the Granting Authority (CAMYEN S.E.) by which the Area is awarded, within the framework of Public Tender No. 01/2025, to the Offer evaluated and considered most convenient for the interests of the company. -
- AWARDEE: Natural or legal person upon whom the Award is conferred.
- ACQUIRER: Natural or legal person who has acquired this Terms and Conditions Document. -

- **ANNEXES:** Documentation attached to this Document that forms an integral part thereof.
- **GRANTING AUTHORITY:** Catamarca Minera y Energética Sociedad del Estado (CAMYEN S.E.), through its Board of Directors.
- **OPENING AND PRE-AWARD COMMITTEE (CAP):** The Committee created by Resolution of the Granting Authority, which shall intervene in the process of Public Tender No. 01/2025 in accordance with applicable regulations. Its members are irrecusable and exercise the powers conferred by this Document, with domicile at Vicario Segura No. 784, 1st Floor, Capital of the Province of Catamarca.

The Opening and Pre-Award Committee (CAP) is competent to conduct the selection process and to carry out the Evaluation and Pre-Award of the offers submitted in the Public Tender. To this end, it has sufficient powers to extend deadlines, issue opinions and recommendations, request reports and specifications, and also holds powers of remedy.

- **CIRCULARS:** Clarifications, corrections, and interpretations issued by the CAP regarding any aspect related to this Document and other documentation of Public Tender No. 01/2025, whether upon request of a bidder or ex officio.
- **CONSORTIUM:** A group of natural or legal persons who, jointly or associated under a consortium contract or a temporary joint venture regulated by the Civil and Commercial Code of the Nation (Law No. 26,994, the “CCyC”), participate in this process forming a Bidder. No natural or legal person may participate in more than one Consortium. -
- **CONTRACT:** The contract to be signed between the Granting Authority and the Awardee of the Public Tender, for the execution of exploration tasks of the Area and its eventual exploitation.
- **BID MAINTENANCE GUARANTEE:** The guarantee to be provided by the Bidder in accordance with Section 16.1 of this Document. -
- **PERFORMANCE GUARANTEE:** The guarantee to be provided in accordance with Section 16.5 of this Document.

- **CHALLENGE GUARANTEE:** The guarantee to be provided in accordance with Section 16.4 of this Document.
- **MEMBER:** Each of the natural or legal persons that make up a Bidder, in case of joint or associated submission under a consortium contract or temporary joint venture regulated by the CCyC.
- **BIDDER:** The natural or legal person, or Consortium, participating in this Public Tender Process, by purchasing the Document and submitting the Offer.
- **OFFER:** Submission of Technical Background and Economic Proposal made by each Bidder, which shall consist of items A, B, C, and D of Section 6 of this Document.
- **DOCUMENT (PLIEGO):** This Terms and Conditions Document, which includes as an integral part of its terms and conditions all its Annexes and the Circulars issued by the CAP.
- **PRE-AWARD:** Opinion of the CAP declaring an Offer as the most convenient for the interests of the Company and the Province, and establishing a ranking with respect to all Offers submitted. The recommendation of the CAP shall not be binding upon the Granting Authority. -
- **FIRST STAGE:** The First Stage of the Mining Project, which may last up to twelve (12) months, a term starting from the approval of the Environmental Impact Report or any environmental authorization that allows the execution of the tasks and studies set forth in Annex IV.
- **PRE-FEASIBILITY PHASE:** The stage of the mining project that comprises the prospecting and exploration tasks corresponding to the First Stage, with an estimated duration of five (5) years from the beginning of the activities. At the end of this phase, the contractor must issue a technical report evaluating the feasibility of proceeding or not to the exploitation stage of the project.
- **TENDER PROCESS:** Procedure carried out by the CAP from the publication of the call to the Public Tender until the signing of the Contract. -
- **MINING PROJECT:** Program of prospecting and exploration subdivided into stages, the number, duration, and techniques of which are proposed by the



Bidder. The first of such stages, i.e., the prospecting stage, must last no more than twelve (12) months.

- **REPRESENTATIVE:** Person to whom the Bidder and each of its Members have granted sufficient authority to act on their behalf and bind them in all acts related to this Tender Process. -
- **SOLE ENVELOPE:** Envelope in which the Bidder must evidence compliance with the requirements of Section 20 regarding the “Offer.”
- **AREA:** For the purposes of this Document, “Area” shall mean each of the mining projects individually identified in Section 2, namely, the Filo de las Vicuñas Project and the Gold Nugget Project, as described in detail therein and in Annex I.
- **COMPANY (SOCIEDAD):** The Bidder may include as part of its offer a percentage of participation for CAMYEN, with the purpose being the awarded area. The Awardee may not dilute CAMYEN’s participation through capital contributions. Furthermore, it must be considered that the bylaws of such company shall establish that, should the Awardee decide to sell its participation, it must include CAMYEN’s percentage in such sale, if CAMYEN so requires. The capital integration corresponding to CAMYEN’s participation percentage shall be borne by the Bidder.
- Any reference to sections, paragraphs, or Annexes, unless otherwise indicated, corresponds to sections, paragraphs, or Annexes of this Document. –

## 6. Economic Offer and Corporate Participation

The economic offer to be submitted by the bidder shall consist of the following items:

A- Price: **The Price** constitutes the total economic consideration that the Bidder proposes to pay to CAMYEN S.E. as an exclusivity right for the award of exploration and/or exploitation rights over the mining properties subject to this bidding process. The amount offered may not be less than **one million United States dollars** (USD 1,000,000), which is established as the minimum base price.

Bidders may propose higher amounts, which will be positively considered in the comparative evaluation of the proposals.

The Price must be expressed in United States dollars (USD) and may be offered as a single payment or in installments. In the event that payment in installments is chosen, the total term for its settlement may not exceed eighteen (18) months from the date of execution of the contract. In such case, the Bidder must submit, together with its Offer, a detailed payment schedule specifying the amounts and due dates of each installment. These terms must be established in calendar days, counted from the date of execution of the contract.

Likewise, the Bidder may include in their offer an **Initial Payment**, which consists of a payment at the time of contract signing that cannot be conditional, which the Bidder agrees to make in favor of CAMYEN SE as a concrete demonstration of their commitment to execute the project and of their financial solvency from the start of the contractual relationship.

This disbursement will be considered an integral part and an advance payment toward the eventual "Price" offered by the Bidder. It is noted that the absence of an Initial Payment in the offer will not invalidate it, but it will not add points in this section of the scoring grid toward the final score.

All payments must be made via bank transfer to the bank account enabled for this purpose, which will be communicated in due course through the means provided in this tender document.

Payments made under this modality must be made in **freely available U.S. dollars**, in accordance with Articles 765 and 766 of the National Civil and Commercial Code, as amended by Decree No. 70/2023.

Payment of the offer made in dollars may exceptionally be made in pesos at the conversion rate determined by CAMYEN S.E. This peso payment modality is exceptional and applies only in the event of a specific restriction that makes it impossible to fulfill the obligation to pay in freely available U.S. dollars. In such a case,

the bidder must credibly and indisputably prove the impossibility of accessing the committed currency through any of the multiple legal mechanisms for obtaining U.S. dollars and only with prior authorization from CAMYEN S.E.

B- Percentage of sales: The bidder must obligatorily include in their proposal, in favor of CAMYEN S.E., a percentage of **any sales of minerals extracted from the mine** generated once the pre-feasibility phase is completed and the exploitation stage has begun. This percentage may not be less than six percent (6%) of the monthly sale value of the minerals obtained under this concession. For the purposes of this calculation, the sale value of the mineral may not be less than the current international sale value.

C- Mining Royalties: The awardee must pay the Province of Catamarca, on behalf of and for the order of CAMYEN SE, the mining royalties established by the Province of Catamarca in relation to the mineral extracted from the Mining Rights.

D- Preemptive Purchase Right: A preemptive purchase right must be granted in favor of CAMYEN S.E., consisting of a percentage of gold, copper, iron, and/or any other mineral products to be marketed. The specific terms of this right, including the percentage and conditions, must be clearly defined and specified. CAMYEN shall have the right, but not the obligation, to acquire up to fifteen percent (15%) of the mineral extracted monthly by the COMPANY from the Mining Rights.

The bidder must bear in mind that both the payment of Mining Royalties and the Preemptive Purchase Right constitute mandatory and essential elements of the offer. They cannot be omitted or modified in any way. No points will be assigned for these elements in the final evaluation grid, and compliance with them is a prerequisite for the admissibility of the proposal.

6.2. Shareholding Participation

The bidder may also include in their offer a participation in favor of CAMYEN through a shareholding percentage in a new company to be formed, which will have as its object the area covered by the offer. The awardee cannot dilute CAMYEN SE's

participation through capital contributions. Furthermore, the company's bylaws must establish that, if the awardee decides to sell their stake, CAMYEN SE's percentage must be included in the sale if requested by CAMYEN SE, and the awardee must notify CAMYEN SE in writing of any such sale. The bidder will be responsible for contributing the capital corresponding to CAMYEN SE's share. It is noted that the absence of this item in the offer will not invalidate it, but it will not add points in this section of the scoring grid toward the final score.

## **7. Timeline**

The process will be carried out in accordance with the provisions of this document and the timeline attached as Annex II of this tender document.

## **8. Publicity**

This call for PUBLIC TENDER 01/2025 will be published in the Official Gazette of the Province of Catamarca, in a widely circulated provincial newspaper, and in a national newspaper, for a period of two (2) days, as established in CAMYEN SE's Procurement and Contracting Regulations - Board of Directors Act No. 125/2017 and its amendments. It will also be disseminated through CAMYEN SE's official website, as well as by other means and/or mass communication channels.

## **9. Sale and Delivery of Tender Documents:**

The tender documents may be consulted and acquired at the offices of CAMYEN SE, located at Vicario Segura No. 784, P. 2 – City of San Fernando del Valle de Catamarca, Province of the same name (Postal Code 4.700), Monday to Friday, from 8:00 a.m. to 1:00 p.m., or by email: [legalescamyen@camyen.com.ar](mailto:legalescamyen@camyen.com.ar), where they can be requested.

The price of each tender document has been set at USD 5,000 (five thousand U.S. dollars).

The amount must be deposited into the following bank account:

Bank: Banco de la Nación Argentina – Miami Branch

Account Name: CAMYEN SE

Account Number: 004383905009

SWIFT: NACNUS3M

ABA / Routing: 066010678

Once the payment has been made and credited, **a complete copy of the Terms and Conditions** will be delivered to the interested party, either digitally or in physical format. Upon delivery of the documents, a receipt will be issued, which must include:

- a) Name and identification number or CUIL of the individual or legal entity requesting the documents.
- b) Name or corporate name of the purchaser and their Unique Tax Identification Code.
- c) Legal address established in the City of San Fernando del Valle de Catamarca – Catamarca, and/or official electronic address where communications from the CAP will be considered valid and/or where all resolutions and/or circulars issued or adopted will be notified, which will be deemed valid and effective upon notification to any person at that address.
- d) Contact telephone number.
- e) Actual address and telephone number.

Acquiring the tender document enables bidders to submit offers for one, several, or all areas, separately and individually for each. Consequently, a separate single envelope must be submitted for each area in which participation is desired, containing all the required documentation for that area.

#### **10. Rights of the Purchasers:**

Purchasers must identify themselves at the time of consultation and/or collection of the tender documents, indicating, if applicable, the person on whose behalf they are acting, as well as the official electronic address they establish.

Purchasing a tender document grants the Purchaser the right to present themselves as a Bidder, as well as to:

Consult the tender file personally or through duly accredited representatives, with prior notice to CAMYEN SE.

Make submissions in the file for the purpose of exercising their right to obtain information or any other matters relevant to submitting an offer.

Submit offers.

Request clarifications.

All expenses incurred for analyzing and preparing the offer are the sole responsibility of the purchaser or bidder.

A Purchaser who acquires the tender document but does not submit an offer will automatically lose the right to access information and to file objections in the tender file. Any offer submitted without acquiring the tender documents will be null and void.

Furthermore, acquiring the tender document implies acceptance of the conditions established below, which the Bidder must expressly state in the cover letter of the Offer to be included in the Single Envelope:

- a) Knowledge and acceptance of the tender document, supporting documentation, rules, requirements, and obligations established in this tender.
- b) Waiver of the right to object or make claims if the Regulatory Authority declares the tender failed due to an offer being contrary to the interests of the Province or to the objectives of this tender, or for any other reason.
- c) Acceptance of the powers of the CAP to request additional information from participants, correct non-substantial formal errors or omissions in the tender documents, issue clarifications, and extend deadlines. To this end, Circulars will be issued and notified at the special address of the purchasers established in the city of San Fernando del Valle de Catamarca and/or the designated email address.

d) To expressly submit to the jurisdiction and competence of the Courts of the Province of Catamarca, first judicial district, waiving any other forum or jurisdiction that may apply, including the Federal. The acquisition of the tender document, participation in this tender, submission of the Offer, and any eventual execution of the Contract shall in no case constitute an investment authorization under any treaty on the promotion and reciprocal protection of investments. Therefore, they will not grant any Bidder, or any affiliate or related entity of a Bidder, nor any assignee or successor by any title of such persons, the right to file claims before courts or forums

other than those agreed upon in this section of the tender document, nor to invoke in their favor rights or guarantees that may be contemplated in any treaty on the promotion and reciprocal protection of investments and that are not expressly recognized in the Contract; the Bidder must expressly waive any such rights in the cover letter of the Offer to be included in the Single Envelope. In the event of any lawsuits against the Province of Catamarca and/or CAMYEN SE, the Bidder must withdraw them and provide proof of such withdrawal.

e) To expressly submit to the entirety of the legal system in force in the Province, applicable to this Tender Process.

f) To expressly acknowledge that no endorsements or guarantees will be provided for the processing of domestic or foreign credits by the company or the Provincial State, leaving the acquisition of any financing exclusively the responsibility of the bidder.

g) The awardee is prohibited from transferring the rights covered by this tender without the express prior authorization of CAMYEN SE.

h) The filing of objections, claims in general, inquiries, or requests for clarifications shall not suspend the process, except by express resolution of the competent authorities.

i) Acceptance to provide a security deposit for the submission of observations and/or objections, in accordance with the provisions of section 16.4 of this document.

j) Acceptance that this Tender Process is carried out within the exercise of the powers held by CAMYEN SE in its capacity as holder of the mining rights for the Area or the requests submitted.

## **11. Jurisdiction of the Regulatory Authority:**

The Regulatory Authority has the power to carry out the award and execute the remaining acts provided for in this tender document and in the applicable regulations, either directly or through a person it designates.

The functions of the Regulatory Authority, without prejudice to the foregoing, are to execute the acts necessary for processing the Public Tender; to appoint the members of the Opening and Pre-Award Commission (CAP) who will participate in the review of

the Offers and the pre-award process, as well as to execute the remaining acts provided for in this tender document and in the applicable regulations.

### **12. The Opening and Pre-Award Commission (CAP):**

It will have the authority to carry out all acts necessary to process the procedure, including extending deadlines and authorizing specific days and hours. It may also issue resolutions and provisions that serve to complement or clarify any aspect related to the process, whether as a result of a Purchaser's inquiry or by its own decision.

### **13. Circulars:**

All written inquiries submitted to the CAP must be formalized by the date stipulated in this tender document. The CAP will endeavor to respond to inquiries within three (3) business days of receipt, unless the nature of the inquiry requires more time; in any case, responses will be provided no later than 48 business hours before the opening. Inquiries and their responses will not have a suspensive effect on the deadline for submitting Offers.

Through Circulars, any postponements or extensions of the submission and opening dates of the Offers, or of any other intermediate acts in the process, will also be communicated. It is established that, upon their issuance, the Circulars will become part of the tender documentation and will be considered sufficiently known to all purchasers once notified to the official electronic address provided by them or the email established when acquiring the tender documents.

### **14. Calculation of Deadlines:**

Deadlines will be counted in administrative business days and hours, unless expressly stated otherwise by the CAP. In cases of actions that must be notified, deadlines will be counted from the day following the notification.

Submissions or acts to be carried out before the CAP must be performed on administrative business days, between 8:00 a.m. and 2:00 p.m., at the offices of CAMYEN SE, located at Vicario Segura No. 784, 1st floor, Capital, Catamarca, or via email at [legalescamyen@camyen.com.ar](mailto:legalescamyen@camyen.com.ar) during the same hours.



All deadlines established in this tender document are mandatory and non-extendable, unless expressly authorized by the CAP.

If a deadline is not expressly provided, it will be understood as 3 (three) administrative business days; this provision applies to the Bidders, not to CAMYEN SE.

Hourly deadlines will be counted as consecutive hours.

An administrative business day is defined as one recognized as such by the Public Administration of the Province of Catamarca.

## **15. General Administrative Rules:**

### **15.1 Certifications and Legalizations:**

Whenever this tender document requires the certification of signatures on documents or copies, such certification must be carried out by a Notary Public. In cases where applicable, the signatures of the officials and notaries involved must be **duly legalized**.

If the same bidder submits proposals for more than one area, **the authentications, certifications, and legalizations** required for the documentation may be included in **just one of the copies to be submitted**. For the remaining areas, it will be sufficient to provide **copies signed by the bidder's legal representative**, provided that such copies faithfully correspond to the original duly legalized.

Legalizations or certifications originating from a foreign jurisdiction must be carried out through the respective Notary Associations or the appropriate authority, as applicable.

Regarding documentation issued abroad, its certification must comply with the regulations in force in the Argentine Republic and in the foreign state of origin, either through consular legalization and the Ministry of Foreign Affairs, International Trade and Worship of Argentina, or via Apostille, in accordance with the Hague Convention of 1961, when applicable.

Legalization or translation will not be required for promotional or informational materials, such as institutional brochures and similar documentation, provided that

these elements are not a substantial part of the offer and are presented merely as supplementary.

Notwithstanding the above, the Regulatory Authority may, at any time, require the bidder to provide a translation into Spanish of any of the aforementioned documents submitted in a foreign language, in which case a corresponding deadline for submission will be established.

### **15.2 Special Address and Notification System:**

All special addresses established by the Purchaser and the Bidder must be located within the City of San Fernando del Valle de Catamarca, Province of Catamarca, and must also include an electronic address. Any change of address within the city must be communicated in a verifiable manner and will take effect only from the next business day following its notification.

When a notification is to be sent, it will be carried out in writing, either personally to the designated addresses, by certified mail, by mail with return receipt, by the designated email, or by any other reliable means.

### **15.3**

#### **Jurisdiction:**

All participants in the Tender Process submit to the jurisdiction of the competent courts of the City of San Fernando del Valle de Catamarca, Province of Catamarca, First Judicial District, with the scope established in point 35 and related sections of this tender document. **This submission must be expressly stated in the Cover Letter.**

Notwithstanding the above, the acquisition of this tender document implies acceptance of this jurisdiction for all documentation related to this procedure.

**15.4 Discretion:** Neither the delivery of the tender documents, nor the receipt and opening of the Offers, nor the Pre-Award report issued by the CAP, obliges the Regulatory Authority to award the contract. The Authority may reject all submitted Offers at its sole discretion for reasons of opportunity, merit, or convenience, without this giving rise to any right of claim by the Bidder(s).

### **15.5 Sole Bidder:**

If only one Offer is submitted in this Process, or if multiple Offers are submitted but only one is admitted as valid, the Regulatory Authority may either award the Contract or declare the tender failed due to being contrary to the interests of the company, without this giving rise to any right of claim by the Bidder(s). Furthermore, if the Regulatory Authority deems it appropriate, it may request the sole Bidder to improve the Offer, both in terms of technical aspects and economic conditions.

### **16. Documentation Inquiry:**

#### **16.1 Timeframe and Methods for Inquiry:**

Until the date indicated in the **Schedule of Annex II**, the relevant documents will be available at the CAP office for consultation by the Purchasers. The Purchasers, or their designated representatives, may review the available documentation and, in general, carry out any other study or verification reasonably related to their decision to submit a bid, in accordance with the conditions established. The administrative files corresponding to the Areas subject to the Tender Process may be consulted at the Secretariat for Mining Authority Management (SEGAM), under the Ministry of Mining of the Province of Catamarca, as applicable.

#### **16.2 Access to the information:**

The Purchasers will have access to all documentation related to the tender, as well as to the members of the CAP designated by the Regulatory Authority for the exchange of relevant information.

The CAP will coordinate with the Purchasers regarding access to information, site visits, and necessary meetings with personnel from the various departments, exclusively for the purpose of analyzing and facilitating the preparation of the Offers, under the commitment to maintain strict confidentiality of the documentation accessed. To this end, the Purchasers will designate a representative with sufficient authority, who will act at their own expense.

This access allows the Purchasers to obtain technical documentation, which must be requested in writing, and any informational meetings coordinated by the CAP will be communicated to all Purchasers.

### **16.3 Clarifications:**

The Purchasers may request written clarifications regarding the Tender Document until the date indicated in the Schedule. These clarifications will be answered in writing to the electronic address provided to all Purchasers of the tender, by the latest date specified herein, provided that the answer is not already implicitly contained in the Tender Document or that the CAP does not deem a response necessary.

### **16.4 Preliminary Inquiries:**

If any Purchaser considers that there are discrepancies, contradictions, or omissions in the documents of this Tender or in any other information provided, or finds ambiguities or has doubts regarding the requirements of the tender, they must submit them in writing to the CAP via email, specifically requesting the clarification they deem necessary, which may be done until the date indicated in the Schedule.

Once this period has ended, and in the absence of prior inquiries by a given Purchaser, that Purchaser may not rely on or invoke alleged discrepancies, contradictions, omissions, ambiguities, or doubts arising from the Tender or other documents of the Process to support or argue any position for their own benefit. The CAP will respond only to those inquiries which, at its sole discretion, are essential for a correct interpretation of the documents or where there is a need to introduce corrections to their scope, up to the date established in the Schedule.

### **16.5 Responsibility for the Information:**

Without prejudice to the foregoing, the Bidders shall be solely responsible for obtaining information in the quantity and quality necessary for the preparation and submission of their proposals, as well as for the analysis and processing of such information, and may not subsequently claim ignorance or lack of knowledge of information for any reason.

The proposals submitted by the Bidders shall be based on their own evaluation and research. Consequently, the Bidders shall have no right to make any claim against CAMYEN SE on the basis of the above.

## **16.6 Modifications to the Tender Documents:**

The CAP may make amendments or additions to the Bidding Documents and/or extend the dates established in the respective Schedule, for which purpose the relevant notifications will be sent to all Bidding Document holders at the same address by the date indicated in the Schedule.

## **16.7 Scope of the Circulars:**

All Circulars issued will become an integral part of the Bidding Document. No claims or actions of any kind based on lack or failure of information will be admitted.

## **17. Guarantees:**

### **17.1 Bid Maintenance Guarantee:**

The Unique Envelope must include the document proving the establishment in favor of CAMYEN SE of a bid maintenance guarantee equivalent to 5% (five percent) of the economic proposal offered, identified as the “price” according to point 6.1 of this document.

The guarantee must have a minimum validity of 60 (sixty) calendar days from the date scheduled for the opening of the Unique Envelope, including any extensions. Within 5 (five) days of being notified of each extension, the Bidder must demonstrate to CAMYEN SE that their bid maintenance guarantee has been extended. The guarantee must remain valid for the duration of the bid maintenance period.

Guarantees may be established in one or more of the following forms: bank transfer to the account designated for this purpose, which will be communicated by the means set forth in this document; surety insurance under the conditions established by current legislation and to the satisfaction of the CAP. In this case, the guarantor must be constituted as a joint and several debtor, fully liable and primary payer according to Article 1591 of the Civil and Commercial Code (CCyC), with express waiver of the benefits of division and excussion in accordance with Articles 1584 and 1589 of the CCyC; or a bank guarantee issued by a first-tier bank, meeting legal requirements to the satisfaction of the CAP. In this case, the guarantor must also be constituted as a joint and several debtor, fully liable and primary payer according to Article 1591 of the

CCyC, with express waiver of the benefits of division and excussion in accordance with Articles 1584 and 1589 of the CCyC.

In all cases, the Bid Maintenance Guarantee must be constituted and granted by all Bidders. Failure to meet this requirement will result in automatic rejection of the Offer. If a single bidder submits proposals for multiple areas, they may provide the bid maintenance guarantee in a single document covering the amount equivalent to 5% of the total sum of all areas for which they submit an offer.

#### **17.2 Loss of the Bid Maintenance Guarantee:**

The loss of this guarantee will occur, without the Bidder having any right to make a claim, if the Bidder fails to maintain their Offer for the period established in this Document (including any extensions of the Bid Opening) or until the award in the event that they are awarded the contract.

#### **17.3 Return of the Bid Maintenance Guarantee:**

The Bid Maintenance Guarantee will be returned as follows:

To the Bidders who were not awarded the contract, once the contract has been awarded and within 15 (fifteen) business days following the signing of the Contract or the cancellation of the Bidding Process.

To the Bidder who is awarded the contract, within 10 business days of signing the Contract and once the Performance Guarantee for the Contract has been constituted. In all cases, the return of the guarantee will be made in the same form in which it was received and without any adjustments or interest, deducting any expenses and applicable taxes that may arise.

#### **17.4 Challenge Guarantee:**

Anyone filing a challenge must provide a Challenge Guarantee in the amount of TWO THOUSAND UNITED STATES DOLLARS (USD 2,000). This guarantee must be established for each individual challenge submitted. The guarantee deposit must be submitted together with the challenge. If it is not, the challenge will be dismissed outright without assessing its merits.

The Challenge Guarantee may only be constituted through a cash deposit or bank transfer to the designated account, which will be provided through the means

indicated in this document, or through the establishment of a surety bond. The Challenge Guarantee will only be returned to the challenging bidder if the challenge is deemed valid and resolved in favor of the challenge.

#### **17.5 Contract Performance Guarantee:**

Within five (5) business days of being notified of the award, the Awardee must secure the performance of the Contract with a guarantee equivalent to 10% (ten percent) of the committed investment amount for the First Stage of the Mining Project and of the financed balance of the price, using one of the methods provided in point 17.1 of this Tender Document.

The Contract Performance Guarantee will remain in effect throughout the contractual period of the exploration stage (5 years) and will be returned within thirty (30) business days after the corresponding stage of the Mining Project has concluded, provided that full compliance with the contractual obligations has been verified.

The Offer Maintenance Guarantee, upon extension, may be converted into the Contract Performance Guarantee.

### **18. Of the Bidders:**

#### **18.1 Eligibility to Be Bidders:**

Natural or legal persons of a private nature who meet the conditions required in this specific section and in the Bidding Document in general may participate as Bidders in this process.

#### **18.2 Restrictions on Being a Bidder:**

- a) The National, Provincial, and/or Municipal State, as well as entities mentioned in Article 1 of National Law No. 23,696, meaning the National, Provincial, and/or Municipal Public Administration, or companies or corporations whose capital is wholly or partially owned by the National State, Provincial or Municipal States, or any other decentralized entity participating in the capital or decision-making.
- b) Agents of the national, provincial, or municipal public administration, whether personally or registered as merchants, or companies or corporations in which they act as directors or administrators.
- c) Agents of the public administration and/or the implementing authority who have

participated in the preparation of the documentation for this procedure, or whose functions include decision-making at any stage. This also applies to relatives up to the second degree of consanguinity or affinity of these agents.

- d) Legal entities or natural persons who, personally or as part of any type of company, are legally barred from contracting with the Province of Catamarca or fall under any statutory grounds of incompatibility for contracting with the Provincial State.
- e) Contractors of the National State, any province, or municipalities who ceased contracting due to a cause attributable to them, or who are suspended or disqualified in any official National, Provincial, or Municipal registry.
- f) Companies that are successors, controllers, controlled entities, or participants of companies included in the two previous points.
- g) Bankrupt or insolvent individuals until fully rehabilitated, and those under bankruptcy proceedings, liquidation requests, or who have entered into extrajudicial preventive agreements subject to judicial approval, whether personally or as directors, trustees, or managers of the respective companies.
- h) Directors, trustees, managers, or administrators of any company whose conduct was deemed culpable or fraudulent until rehabilitation is obtained.
- i) Individuals legally prohibited from acting (judicially inhibited).
- j) Persons convicted of criminal offenses until ten years have passed since completing their sentence and any ancillary penalties.
- k) Former public officials or employees at the national, provincial, or municipal level until five years have elapsed since leaving their positions.
- l) The impediments listed in the previous points also extend to companies, corporations, entities, directors, and partners included in them, or who were included during the two (2) years prior to the opening of bids, and to individuals who held such positions in companies, corporations, or entities during the same period.
- m) Natural or legal persons who have a direct connection with the Implementing Authority or are related to the Opening and Pre-adjudication Committee (CAP) in any capacity, including its members or officials.



Bidders must include in the Single Envelope a sworn statement (Annex III) declaring they are not subject to any of the impediments established above. To this end, and to ensure full knowledge, agreement, and acceptance of the provisions of the Pliego and the Circulars, a copy of this Pliego and the Circulars, duly signed on every page, must be attached to that sworn statement.

n) Impediments established according to the Constitution of the Province and the Organic Law of the Executive Power.

o) Employees of CAMYEN SE, including spouses and relatives up to the second degree, as well as companies or entities in which they participate as partners, owners, attorneys, or representatives.

p) Natural or legal persons with ongoing lawsuits against the Provincial State. Bidders must submit, under penalty of inadmissibility of their Offer, a sworn statement confirming they are not included in this category.

#### **19. Proof of Existence of the Bidder:**

##### **19.1 Natural Persons:**

Being natural persons, their full name, date of birth, nationality, profession, residential address, marital status, identity document, and registration number with social security and tax authorities, if applicable, must be provided.

##### **19.2 Legal Entities:**

Being legal entities, the following must be detailed:

a) Their corporate name, registered office, place and date of incorporation, and registration details with the relevant supervisory authority. In the case of foreign legal entities, a certification issued by the controlling authority or another competent body of the corresponding State or country must be submitted. A copy of the documents showing the corporate bylaws and other equivalent documents must be included, duly certified and legalized if applicable. Additionally, they must prove the establishment of a branch in the Argentine Republic (Art. 118 of Law 19,550 and its amendments) by the time of award.

b) A list of the current members of their management and supervisory bodies, as applicable, including their identity details as required for natural persons in point 18.1,

indicating the term of office of each member and attaching copies of the corresponding documentation.

c) Separately, if they are stock companies, the shareholders with controlling power must be indicated, or, if not applicable, the main shareholders, attaching in both cases the personal data that the company holds to allow for the greatest possible identification of each.

d) If the legal entities are part of an economic group, this must be specified, naming the direct controlling entity or entities, as well as the other companies that form part of the group and the corresponding percentage ownership in each case.

e) In the case of a consortium, the consortium formation agreement must be attached, along with proof of the status of the process or the irrevocable commitment to form the consortium prior to the signing of the Contract if the Offer is awarded (the “Commitment”), without prejudice to attaching the corresponding documentation for each legal entity forming it. For a consortium or the Commitment, the documents must expressly comply with point 20.1.(c) of this Bidding Document.

In all cases covered in this section, a certified and legalized copy, if applicable, of the decision by the corporate body or officer authorizing participation in the bidding must be submitted, along with the legal or conventional representatives designated. The powers of these representatives to submit the Offer and bind the company in all matters related to this bidding must also be stated.

If the Offer is submitted by more than one legal entity, the members must unify representation. The attorney-in-fact to whom representation is unified must be authorized to perform all acts related to the bidding, including signing the Contract and executing any actions required in this Bidding Document. In that regard, a certified and legalized copy, if applicable, of the decision by the administrative body of each participant to form the consortium or enter into the commitment must be attached, with the minimum formalities set forth in the preceding paragraphs and in point 20.1.c of this Bidding Document.

The authority of legal representatives or attorneys-in-fact must be proven through instruments executed before a Notary Public. Instruments executed abroad must be duly legalized and apostilled as appropriate.

All signatures exercised under representation must be clearly indicated, specifying the name and surname and the authority invoked.

When the Offer is submitted by two or more natural or legal persons, each of them, by simply submitting the Offer, will be jointly and unlimitedly responsible for fulfilling all obligations arising from this Bidding Document and the Contract that is signed.

## **20. Offers:**

### **20.1 Aspects to Consider for Preparing the Offer:**

The Offeror must have examined and studied, for the preparation of their Offer, all background materials, documentation, and legal, environmental, mining, and technical information regarding the Area or Areas subject to their proposal, and must have resolved any doubts, questions, or objections in this regard. In addition, the Offeror must have visited and evaluated the site where the proposed Project will be carried out, understood the existing conditions, and assessed the risks, difficulties, and constraints related to the development of the submitted Mining Project. **The mere submission of the Offer implies, for the Offeror, full acknowledgment and unconditional and irrevocable acceptance** of having effectively verified and fully understood all the aforementioned information for the preparation of their Offer, as well as all the provisions and conditions established in this Tender Document and all applicable legal regulations according to point 4 of this Tender.

Without prejudice to any other provision or requirement established in this Tender Document, the Mining Project to be proposed by the Offeror must include, as an essential requirement, a **work and investment plan** that contains:

- the details of the processes and tasks to be carried out and executed at each stage of the project,
- the estimated investment amount for each phase,
- the schedule for the execution of such investments,

- the number of personnel and machinery allocated for the proper execution of the project,
- a clear and precise delineation of the area subject to the Mining Project.

**Regardless of the structure of the submitted project or the technical evaluation criteria, the Bidder must expressly commit to carrying out, at a minimum, the works detailed in Annex IV, as applicable to each area offered,** during the first stage of the contract (Stage 1), corresponding to the first twelve (12) months of validity. This obligation is essential for the continuity of the project.

## **20.2 Submission of the Offer:**

The Offer must be submitted at the place, date, and time indicated in the Schedule, in one (1) single sealed and signed envelope or package, with all pages properly numbered.

It must be identified with the date, the title: “PUBLIC TENDER N° 01/2025 – PROVINCE OF CATAMARCA,” and the name of the Offeror; specifying for which area the offer is made, and if offering for more than one area, a separate envelope must be submitted for each.

The Offeror must sign the envelope across all natural opening points with their signature and identifying stamp.

Offers must be presented at the established place and time to the designated CAP, which will place its signature and identifying stamp on the envelope next to or across the signatures already affixed by the Offeror or their Representative. A record will be provided to the person submitting the Offer, indicating the date and time of receipt. The receipt of the Offer only confirms that it was submitted on time.

For a more organized and efficient envelope opening, the Offer must include an index detailing the documented points.

Even if the envelopes are not opened at the date and time indicated in the Schedule, Offers submitted after the established submission deadline will not be received or accepted under any circumstances.

## **20.3 Formal Requirements - Single Envelope:**

The Offers must be duly filed in a single envelope, written in Spanish, with pages numbered sequentially (paginated). Each page must be initialed and signed at the bottom by the Bidder or its Representative, with the printed name, position, and signature clearly indicated on a stamp, covering all pages of each submission and its copies.

Any corrections or erasures must be duly rectified by the Bidder at the bottom of the Offer; otherwise, the Offer will be rejected.

Furthermore, the original set must be clearly identified, and a digital copy must be submitted to the designated email address [legalescamyen@camyen.com.ar](mailto:legalescamyen@camyen.com.ar).

#### **20.4 Bidder submitting an offer for more than one area:**

The acquisition of the bidding documents allows bidders to submit offers for one, several, or all areas, separately and individually for each of them. Consequently, a single envelope must be submitted for each area in which participation is desired, containing all the requirements demanded for each one.

If a bidder chooses to participate in more than one area, they may submit—in the additional areas—signed and initialed copies of the documentation already presented in original for another area, provided that such copy is signed by the legal representative of the bidding company.

The offers submitted for each area must be autonomous and independent, not conditioned on the outcome of other areas or on the award of more than one. Each offer must be capable of being evaluated and awarded individually within the bidding process. The awarding of exploration and/or exploitation rights for one area does not grant any rights regarding the remaining areas.

Likewise, if a bidder is awarded an area and subsequently decides to withdraw their proposal, the offer maintenance guarantee will be executed, as provided in these bidding documents.

No preferences or advantages will be granted to offers submitted for multiple areas compared to those submitted for a single area. Each offer will be evaluated strictly independently and according to the criteria established in these bidding documents.

#### **21. Contents of the Offers:**

All information required from the Bidders in this Tender Document must be submitted as a sworn statement. The CAP may, at any time, carry out inspections and audits to verify its accuracy. Any proven falsehood will disqualify the Bidder involved, without prejudice to any applicable penalties for the violation and to the enforcement of the Offer Maintenance Guarantee. -

### **21.1 Contents of the Single Envelope:**

Notwithstanding what is established and/or required in any other provision of the Tender Document, the Single Envelope shall contain the information detailed below:

- a) Index of the full contents of the Offer.
- b) Cover letter signed by the Representative, expressly stating acceptance of the conditions stipulated in the Tender Document in accordance with the provisions of point 10 of this document.
- c) Document evidencing the formation of the Consortium or Commitment, which must indicate:
  - (i) Name of the Bidder.
  - (ii) Participation corresponding to each company or corporation in the Consortium.
  - (iii) Unification of legal representation by the Bidder and each of the Members in the Representative.
- d) Establishment of a special postal address in the City of San Fernando del Valle de Catamarca, Province of Catamarca, and an electronic address via an email.
- e) Original receipt for the purchase of the Tender Document in the name of at least one member of the Bidder.
- f) Constitutive contract and current bylaws, certified and legalized if applicable, of each Bidder that is a legal entity.
- g) Decision of the governing body of the legal entity to participate in the tender, authorizing, if applicable, the formation of a Consortium or Commitment, certified and legalized if applicable, with the safeguards required in this Tender Document for its Members.
- h) Special power of attorney granted to the Representative.

i) Sworn statement guaranteeing the truthfulness and accuracy of all its representations.

j) Sworn statement declaring that the Bidder is not subject to the impediments and incompatibility causes indicated in point 18.2 of this Tender Document.

k) Proof and registration numbers for national and provincial taxes for which the Bidder is responsible, if applicable, as well as for social security or other contributions required by law that the Bidder, personally or through another, must pay.

l) In the case of legal entities:

- The last three (3) audited financial statements, accompanied by their respective notes.
- The most recent financial statement must not be older than five (5) months from the date of submission of the offer. If the financial statement is older than five (5) months, the bidder must prepare an updated financial statement for the purpose of submitting it in the bidding process.
- Sworn statement declaring that the financial situation has not undergone any substantial changes from the date of the most recent financial statement submitted up to the date of submission of the offer.

In the case of natural persons:

- Statement of Assets prepared in accordance with current Accounting Standards, signed by a Certified Public Accountant and with the signature certified by the corresponding Professional Council.
- Copy of the last three (3) Income Tax and Personal Assets Tax sworn declarations.

m) Proof of the economic and financial solvency of the bidder, reflecting the liquidity necessary in line with the amounts committed to carry out the obligations assumed in their Offer. This may be demonstrated through widely recognized and accepted instruments in the international mining sector for projects of this scale, including, but not limited to: audited financial statements certified by recognized entities; letters

of credit issued by reputable banks; bank guarantees and sureties issued by solid financial institutions, rating agencies, among others. It should be clarified that the mere presentation of the balance sheet only provides a historical snapshot of the bidder's financial situation, requiring additionally a more detailed and consistent demonstration of financial liquidity to ensure the viability of the mining project. Therefore, the submission of an explanatory note regarding the source of financing intended to meet the obligations assumed is essential. Offers that do not include complete and consistent financial information on the source of funding to meet the obligations or that present inconsistencies regarding financial backing for the offer will be considered invalid.

n) Any other documentation or information required in this Tender that is not enumerated in this point.

o) In the event the Bidder is a Consortium, it must demonstrate compliance with all the requirements established in the Tender, without the need for each member to meet all requirements individually.

p) Offer Maintenance Guarantee as provided in point 16.1 of this document.

q) Economic offer per area, and a proposed payment schedule for disbursements derived from the proposed payment plan according to point 6.

r) Details of investments committed for the First Stage—the first twelve (12) months—in accordance with point 20.1 and ANNEX IV; and details and schedule of their execution for the Area.

s) Exploration and project feasibility activities and investments, with a schedule for the execution of the investments corresponding to the Offer submitted by the Bidder for the areas.

t) The Bidder will include in their Offer a complete description of the Health, Safety, Environment, and Quality Management System to be employed, as well as an insurance plan covering mandatory environmental insurance and other proposed insurance policies.

u) Sworn statement by the Bidder in which they irrevocably declare that:  
(i) they will assume exclusively the inherent risk of the mining activity proposed to be



developed in the Area;

(ii) neither CAMYEN SE nor the Province of Catamarca has made any statement or granted any guarantee, whether express or implied, regarding the mining potential of the Area;

(iii) any application for an exploitation permit over the Area will be submitted in the name of CAMYEN SE;

(iv) they acknowledge that the investments to be made in the Area are subject to the inherent risk of the activity and that they may not claim from CAMYEN SE or the Province of Catamarca any money invested in the Mining Project related to each Area if the results of exploration and/or studies carried out are unsatisfactory, unproductive, or do not enable the exploration and/or exploitation of the Area;

(v) they expressly commit to maintaining confidentiality regarding all information and material they have become aware of and have been provided as a result of the tender process.

## 21.2 Mining Project:

The Bidder must propose a work and investment plan detailing the processes and tasks to be developed and executed during the exploration stage. Additionally, they must specify the amounts to be invested in each stage along with the corresponding schedule for their implementation. It will be the Bidder's responsibility to provide details on the number of personnel and machinery that will be assigned to ensure the proper execution of the Mining Project, the maximum proposed timelines for prospecting and study activities, and, where applicable, for the exploration stages, all in accordance with this Tender and the Mining Code, complying with the minimum budgets established in the specific conditions of this Tender and the provisions contained in the Resolution of the Ministry of Mining of the Nation No. 326/94 and its amendments.

The offer must include investments in the following work: 1. Surface Geology and Geochemistry, 2. Remote Sensing, 3. Topography, 4. Geophysical Exploration, 5. Targeted Drilling, 6. Installation of a meteorological station to measure parameters

such as temperature, rainfall, solar radiation, humidity, and wind speed and direction. The above list is merely illustrative and not exhaustive.

Independently of the Minimum Investment Plan corresponding to the Exploration Stage, the Bidder must commit, in their proposal, to execute at least the tasks detailed in Annex IV during the first stage of the mining project, corresponding to the first twelve (12) months. These tasks must be carried out according to the submitted work plan, which must indicate the estimated cost of each of the minimum required activities for this stage, explicitly specifying the amount allocated to each required task.

If the awarded Bidder fails to execute the minimum committed tasks according to Annex IV within the twelve (12) month period established for the First Stage, and such omission or delay is attributable to them, without a justified cause duly notified to CAMYEN S.E. at the time of occurrence and accepted by them, they must pay a penalty equivalent to five percent (5%) of the total price value in accordance with point 6.A of this Tender.

## **22. Action of the Opening and Pre-Award Commission:**

Without prejudice to any other authority granted to the CAP in this Bidding Document, the CAP will be responsible for receiving the Offers, opening the envelopes, evaluating the Offers, issuing Circulars, and preparing the pre-award report on the Offers, as well as communicating it to the Implementing Authority. It will also have the authority to extend deadlines, authorize days and hours, rectify deficiencies or omissions when, in its judgment, they are not essential, and perform any other act deemed necessary to carry out the opening of the single envelope.

After the envelope opening, for a period of two (2) days, all Bidders will be allowed to review the submitted Offers and may examine them at the CAMYEN SE headquarters. Any observation made by a Bidder regarding the submitted Offers will not exclude the observed Bidder from the bidding process, nor will it suspend its course. Observations raised will be analyzed and resolved by the Implementing Authority, and the resolutions addressing them will not be subject to any appeal.

## **23. Special Clauses:**

### **23.1. Failure to Meet Requirements:**

Failure to meet the requirements set forth in the Tender, formal defects, and any other situation that may arise during the opening process regarding compliance with requirements will not be grounds for immediate rejection of the Offer at that moment. Instead, such issues will be duly recorded in the opening minutes and resolved afterward by the Opening and Pre-Award Commission, which, if deemed appropriate, may grant the Bidder an additional period to comply. In any case, all Bidders will be treated equally.

### **24. Grounds for Rejection of Offers:**

Offers will be considered inadmissible if, in the judgment of the Application Authority, based on a prior opinion from the Opening and Pre-award Committee (CAP):

- a) They contain objections or reservations regarding the legal framework applicable to this process, or in any way condition the validity and effects of the Offer submission and its terms; or make it dependent on the subsequent existence or verification of facts or situations, limit or restrict the obligations to be assumed by the Offeror in case they are awarded, or restrict the powers of the Application Authority or the CAP.
- b) They suffer from omissions, non-compliance, or serious defects that prevent their consideration or the comparison of Offers.
- c) They include Offerors or Members subject to any of the impediments, incompatibilities, or inadmissibilities set forth in this Tender Document.
- d) They deviate from the Tender Document or contain omissions that prevent their comparison with other Offers, unless expressly provided for in the Tender and justified by the particular characteristics of the object.
- e) They have not provided the Offer Maintenance Guarantee in the forms specified in point 17.1 of this Tender at the time of submission.
- f) They have not included the Work and Investment Plan in accordance with the guidelines of point 20.1 of this Tender or do not contain the minimum prospecting activities listed in Annex IV.

g) The above enumeration is merely illustrative. Rejection of an Offer may also be based on any failure to submit required documentation and/or any significant violation or alteration of the conditions or requirements established in the applicable legislation or in the provisions of this Tender.

h) When the Offer is submitted after the deadline or at a location other than that indicated in the Tender.

i) When the Offer or any of its documents lack a signature, are signed by persons not legally authorized, or lack documentation proving such representation.

All grounds for rejection outlined in this section that are not detected at the time of opening may still be applied and take effect if discovered during the evaluation of the Offers.

## **25. Evaluation Criteria for the Offers:**

or the Offers that are admitted, having satisfied the corresponding admission documentation, they will be evaluated and scored according to the guidelines established in this section of the Pliego using an Award Factor (or "FA"), which will be obtained from the sum of a series of scores assigned to the following factors: Background, Mining Project, and Economic Offer. These factors are further subdivided into the items and in the manner described in this section.

The analysis of the Offers will be conducted by the CAP, which will verify that all formal requirements are met and that the documentation is complete, as required in this Pliego.

Evaluation will be carried out independently for each Offer submitted, taking into account the provisions of this Pliego. Each Offer must be self-sufficient and complete on its own.

The Offer that obtains the highest Award Factor will be ranked and positioned as the best.

In the event that two or more Offers obtain equal FAs, CAMYEN SE may request that the Offerors, tied in FA, submit improvements to their Offers on the date, place, and time indicated, which shall not exceed ten (10) calendar days from the notification of the request for improvement. The improvements to the Offers must comply with the

provisions established in this Pliego and will be evaluated using the same methodology and criteria. A record will be drawn up for the act of receiving Offer improvements, which will be signed by all participants. Members of the CAP and the Offerors tied in FA who wish to participate may attend this act, in accordance with current regulations.

Determination of the Award Factor:

It is obtained from the sum of the Scores assigned to each Factor:

$$FA = F1 + F2 + F3$$

Scores will be assigned according to **Table 2**, within the minimum and maximum ranges set for each criterion. The assignment will be made based on **weighting criteria**, classified as **quantitative** and **qualitative**, depending on the nature of each evaluated variable..

It shall be understood as:

- **Quantitative criteria:** Those whose evaluation is based on numerical magnitudes objectively comparable among the different offers. In these cases, the highest score will be assigned only to the bidder who makes the most economically advantageous offer. The other offers will receive a proportional score, calculated based on the relationship between the amount offered and the highest offer received.
- **Qualitative criteria:** These are related to aspects not susceptible to direct numerical measurement, where the evaluation is based on verifying the fulfillment or incorporation of specific technical, social, environmental, or other elements deemed relevant for the purposes of the project. Since these variables do not allow for graduated or proportional weighting, their evaluation is carried out according to a binary logic: if the offer meets the established condition, the maximum score assigned for that variable will be awarded; otherwise, no score will be given. This evaluation method reflects the inherent nature of qualitative variables, where it is not possible to establish scales of partial compliance.

The evaluation of each offer will be carried out by considering the total of the scores obtained for each of the defined criteria, weighted according to their respective impact on the overall score.

The Attribution factors are as follows:

- **Factor 1 (F1): Background - 15 points.**

Weighting criterion: Only the company that can demonstrate verifiable experience in the mining sector over the last 3 years will receive the assigned score. Those who do not meet this requirement will receive no points for this item.

- **Factor 2 (F2): Mining Project - 30 points in total.**

The highest score will be awarded to the bidder who proposes and commits to carrying out a comprehensive Mining Project, which must include exploration, mineral resource feasibility studies, and exploitation of the area of interest.

The offers must present a technical work and investment plan detailing the processes to be developed and executed, the maximum proposed timelines for prospecting and study activities, and, where applicable, for exploration stages, all taking into account the following points, which will be assigned a score:

**1. Global objective – 5 points**

A general objective that outlines the development of a mining project in stages, starting with prospecting tasks, followed by exploration studies, and projecting advancement to a potential exploitation phase based on the results obtained.

**2. Technical Plan for Prospecting and Exploration - 20 points**

This subfactor aims to evaluate the technical quality and robustness of the plan submitted by the Bidder for carrying out prospecting and exploration activities in the area subject to the tender. The expectation is that the Bidder proposes a comprehensive, technically consistent, and feasible plan suitable for the geological context of the area, reflecting both their professional capability and commitment to generating geoscientific knowledge.

The technical plan must include two differentiated stages, aligned with the progressive objectives of the exploration process:

Stage 1: Prospecting, with a maximum duration of 12 months, aimed at the preliminary identification of areas of interest through desk studies and field exploration work.

Stage 2: Exploration, with an approximate duration of 4 years, focused on the detailed evaluation of mineralized bodies, including higher-resolution techniques and technical feasibility studies.

Overall, the plan should cover a total period of up to 5 years of activities. The proposal will be evaluated based on its internal coherence, the technical justification supporting it, and its ability to generate reliable information for future decision-making.

Regardless of the evaluation criteria applied to the submitted mining project, the Bidder must expressly commit to executing, during the First Stage, at a minimum, the works listed in Annex IV, which are mandatory for the continuation of the project.

The evaluation will be conducted using four subcriteria, with a maximum of 5 points each, as detailed below:

#### A. Geological Justification and Technical Objectives for Each Stage

The strength of the initial geological assessment carried out by the Bidder will be evaluated, including the compilation of background information, interpretation of available data, and geological justification for the selected area. The clarity, relevance, and progression of the technical objectives defined for each stage (prospecting and exploration) will also be considered, as well as their alignment with the area's geological potential. A well-supported proposal should demonstrate knowledge of the regional context, formulate coherent working hypotheses, and translate them into achievable objectives.

#### B. Methodology and Techniques Proposed for Prospecting and Exploration

This subcriterion examines the overall methodological approach of the plan, as well as the specific techniques selected for each stage. The adequacy between proposed methodologies (geochemistry, geophysics, structural mapping, diamond drilling, etc.) and the stated objectives will be assessed, as well as the logic of technical progression from prospecting to exploration, including the use of updated technologies. A technically robust proposal should demonstrate consistency among

methods, phases, and expected results, including decision criteria for moving from one stage to the next.

#### C. Operational Feasibility, Scheduling, and Temporal Coordination

The feasibility of the plan from an operational perspective will be analyzed here. This includes the quality and realism of the schedule, the temporal distribution of activities, the allocation of human and material resources, and the coherence of the proposed budget with the volume and complexity of the tasks to be performed. The temporal articulation between prospecting and exploration and whether an operational design allows adaptation to partial results will also be evaluated. A solid schedule should not only be technically feasible but also executable in logistical and economic terms.

#### D. Value of Geological Knowledge to Be Generated Over the Total Period

This subcriterion focuses on the expected products and outcomes of the plan, considering the quality, utility, and traceability of the planned technical deliverables: reports, geological maps, databases, drill records, among others. It will be assessed whether these deliverables adequately characterize the area and provide a basis for future decision-making by either the State or the private operator. Proposals demonstrating a commitment to producing clear, verifiable, and standardized information that contributes to the provincial geological knowledge base will be prioritized.

#### Evaluation Scale

The Evaluation Committee will assign a score between 0 (zero) and 5 (five) points to each of the four subcriteria, according to the following guidelines:

Points	Technical description
0 points	Does not include the component or addresses it in an irrelevant manner.
1 point	Provides minimal or inadequate information, lacking technical support.
2–3 points	Meets the requirements acceptably, although with weaknesses or lacking depth.



4–5 points Presents a clear, solid, technically consistent development, aligned with the objectives of the plan.

The rating for each item must be properly justified in an individual technical report by each evaluator, according to the established criteria and using guiding indicators that support the decision.

The Commission may use, among others, the following indicators to guide its evaluation (not exhaustive):

- Relevance and accuracy of the geological background of the area.
- Coherence between exploration hypotheses, methods, and objectives for each stage.
- Level of detail, realism, and differentiation in the schedule for prospecting and exploration.
- Proportionality of the budget relative to the planned activities.
- Originality or innovative approach in the techniques and plan design.
- Clarity, quality, and usefulness of the technical deliverables throughout the period.
- Overall technical consistency and progressive integration of the plan.

The evaluation of this subfactor will be carried out independently of whether or not a future exploitation proposal is included. Under no circumstances will the Bidder be required to commit to advancing to subsequent stages of the project. The score assignment will be based exclusively on the technical quality, justification, and feasibility of the prospecting and exploration plan, in accordance with the criteria established in this section.

### 3. Social Responsibility – 5 points

The project's approach will be evaluated in terms of its social and environmental impact, as well as the Bidder's commitment to the local community. The following will be valued: the inclusion of concrete actions regarding local employment, training, communication with social stakeholders, and impact mitigation; the provision of

environmental management measures from the early stages; and the degree of alignment of the project with regional development.

In addition, the bids must consider and weigh the environmental and social effects of the mining project on surrounding communities in the region; the compatibility of the new project with the company's structure; potential alternatives for exploiting the deposit in terms of applicable mining methods, mine design, possible production rates, and environmental impact.

- **Factor 3 (F3): Economic Offer - 55 points in total**

Este factor tiene por objeto evaluar el compromiso económico del Oferente en relación con el aprovechamiento de los derechos mineros que se licitan. En tal sentido, se consideran cuatro componentes económicos fundamentales: 1).-El monto total ofrecido por el derecho de exclusividad por la adjudicación de los derechos de exploración y/o explotación sobre las propiedades mineras objeto de esta licitación, 2).- El ofrecimiento de un pago inicial al momento de la firma del contrato. 3).- La This factor aims to evaluate the economic commitment of the Bidder in relation to the exploitation of the mining rights being tendered. In this regard, four fundamental economic components are considered: 1) the total amount offered for the exclusivity right to the award of exploration and/or exploitation rights over the mining properties subject to this tender; 2) the offer of an initial payment at the time of contract signing; 3) the proposed equity participation in favor of CAMYEN SE within the project structure; and 4) the percentage of participation in future sales of extracted minerals or metals.

Each of these components will be assessed as an independent subcriterion, assigning a specific score that reflects the relative importance of each variable in defining the Bidder's economic commitment. The evaluation mechanism ensures objectivity, favoring those bids that present a more comprehensive and advantageous economic proposal for the interests of CAMYEN SE, in terms of income, participation, and long-term alignment of interests.

#### **A. Subcriteria 3.1 – Price – 20 points**

The Price constitutes the total economic consideration that the Bidder proposes to pay to CAMYEN S.E. as the exclusivity right for the award of exploration and/or exploitation rights over the mining properties subject to this tender. The amount offered may not be less than **one million U.S. dollars (USD 1,000,000)**, which is established as the minimum base price. Bidders may propose higher amounts, which will be positively considered in the comparative evaluation of proposals.

The Price must be expressed in U.S. dollars (USD) and may be offered either as a lump sum or in installments. In the case of installments, the total payment period may not exceed eighteen (18) months from the date of the contract signing. In such a case, the Bidder must submit, together with the Offer, a detailed payment schedule indicating the amounts and due dates of each installment. These deadlines must be set in calendar days counted from the date of the contract signing. This concept is also defined in Section 6-A of this tender document.

The evaluation of this subcriterion will be quantitative: the maximum score (20 points) will be awarded to the highest offer submitted. The remaining offers will be scored proportionally, using the following formula:

- $\text{Score} = (\text{Amount offered by the Bidder} / \text{Highest offer amount}) \times 20$

In the event that two or more bidders submit the same maximum amount, preference will be given to the offer that proposes a shorter payment term. If the tie persists after considering the payment term, each of the tied bidders will receive the maximum score (20 points).

### **B. Subcriteria 3.2 – Initial Payment – 25 points**

This subcriterion aims to assess the initial financial commitment assumed by the Bidder at the time of signing the contract. It consists of a payment due upon contract signing, which may not be conditional, that the Bidder undertakes to make in favor of CAMYEN SE as a concrete expression of their intention to execute the project and of their financial soundness from the outset of the contractual relationship. This disbursement will be considered as an integral part and advance payment of the eventual “Price” offered by the Bidder under subcriterion 3.1.

The value of the payment must be expressed in United States dollars (USD), and its fulfillment shall be required as a condition for the entry into force of the contract.

#### Weighting Criterion

The evaluation of this subcriterion will be quantitative and proportional.

The maximum score (25 points) will be awarded to the offer that proposes the highest economic value in terms of upfront payment.

It should be noted that the omission of this item in the offer will not render it invalid, but it will not contribute points according to the scoring grid to reach the final score. All other offers will receive a score proportional to the amount offered, in accordance with the following formula:

- $\text{Score} = (\text{Initial payment offered} / \text{Highest initial payment offered}) \times 25$

In the event of a tie between two or more bidders offering the same highest value, each will receive the maximum score.

### **C. Subcriteria 3.3 – Equity Participation Offered – 5 points**

The percentage of participation that the Bidder proposes to grant to CAMYEN SE in the company, legal vehicle, or business structure that is established for the development of the project will be evaluated. This participation may take the form of shares, quotas, units, or equivalent rights, duly formalized in the contract and with guarantees of access to information, participation in decision-making, and profit sharing, in accordance with the provisions of the tender documents and the respective corporate instruments.

It is noted that the omission of this item in the offer will not render it invalid, but it will not add points in this section of the scoring grid toward the final score.

This component will also be evaluated quantitatively and proportionally: the maximum score (5 points) will be awarded to the highest participation offered, while the remaining offers will be graded proportionally according to the formula:

- $\text{Score} = (\text{Participation offered} / \text{Highest participation offered}) \times 5$

In the event of a tie between two or more bidders with the same highest value, each will receive the maximum score.

#### **D. Subcriteria 3.4 – Percentage of monthly sales value – 5 points.**

The Bidder must propose the price and/or consideration offered based on the progress of the commercial production project. This percentage cannot be less than 6% (six percent) of the monthly sales value of the minerals obtained under this concession. In addition, the sales value of the mineral used as the basis for this calculation cannot be lower than the international sales value.

This percentage must represent a payment commitment in favor of CAMYEN SE during the exploitation period.

The scoring will follow these conditions:

- If all bidders only meet the minimum 6%, the same score (5 points) will be assigned to all bids.
- If one or more bids exceed that percentage, the maximum score (5 points) will be awarded to the bid with the highest percentage, while the others will be rated proportionally according to the formula:

$$\text{Score} = (\text{Percentage offered} / \text{Highest percentage offered}) \times 5$$

#### General considerations of the factor:

The evaluation of the four subcriteria will be independent and objective, based on the concrete values proposed by each bidder.

The scores to be awarded to each factor indicated above will be the following:

Factor	Category	Points
1	Background	15

2	<b>Mining Project:</b>  1. Global objective – 5 pts.  2. Technical Prospecting and Exploration Plan- 20 pts.  3. Social Responsibility – 5 pts.	30 Max
3	<b>Economic Offer:</b>  1. Price – 20 pts  2. Inicial Payment – 25 pts  3. Equity participation offered – 5 pts  4. Percentage on the monthly sales value - 5 points	55 Max

## 26.Pre-award:

Once the Offers have been analyzed and any observations resolved, the Offer of the Bidder considered most favorable to the interests of the Client will be pre-awarded. Once the Pre-award has been notified, it may be challenged within a period of 3 (three) days through a reasoned written submission and after the establishment of the Challenge Guarantee. The Applying Authority must issue a decision within the following three (3) business days, unless justified circumstances, at the discretion of the Applying Authority, warrant a longer period. Challenges that do not demonstrate the establishment of the Challenge Guarantee will be rejected in limine.

The pre-award opinion of the Opening and Pre-award Commission will not be binding on the board of CAMYEN S.E. and will be issued in accordance with the provisions of the Tender Document. -

### **27.Challenges:**

As a general rule, challenges may only be submitted at the opportunities and against the acts provided for in this Bidding Document, through a reasoned written statement and after the prior establishment of the Challenge Guarantee.

The amount of the Challenge Guarantee will only be returned to the Bidder if the challenge is upheld. -

### **28.Award and Contract Formalization:**

The Award will be decided with justification by CAMYEN S.E. in favor of the Offer considered most convenient and will be formally notified to the Awardee and the other Bidders within three (3) days of the issuance of the respective act.

In the event that there are no valid Offers, in the judgment of CAMYEN S.E., the Bidding Process will be declared void, without this granting any right to claims of any kind or category by the Bidders. The notification of the award will imply for the Awardee the obligation to proceed with the formalization of the Contract based on the conditions stipulated in this Bidding Document. -

#### **28.1. Performance Guarantee of the Contract:**

Within five (5) business days from the notification of the award, the successful bidder must secure performance of the contract with a guarantee equivalent to ten percent (10%) of the investment amount committed for the First Stage of the Mining Project and of the financed balance of the price, through one of the modalities provided in point 17.1 of this document, which must be submitted prior to the formalization of the Contract.

If the Performance Guarantee of the Contract is not established within five (5) business days from the day following the notification of the award, the successful bidder will be formally notified to regularize the situation within three (3) days.

The Performance Guarantee of the Contract will remain valid throughout the contractual term of the exploration stage (5 years) and will be returned within thirty

(30) business days after the corresponding stage of the Mining Project has been completed, provided that full compliance with the contractual obligations has been verified.

The offer maintenance guarantee, upon extension, may be converted into a Performance Guarantee of the Contract.

## **28.2. Contract:**

Once the award has been notified, the successful bidder must submit to the Contracting Authority, within the period indicated in the previous article, the information and legal instruments necessary for the execution of the Contract. The Contract will be subject to the terms and conditions of this Pliego and of the awarded Offer.

The signing of the Contract will take place within fifteen (15) business days from the notification of the award, once the requirements for the establishment of guarantees, insurance, and other documentation to be submitted by the successful bidder have been fulfilled.

The successful bidder, if applicable, will assume responsibility for the proportional share of fees, taxes, and duties that are due, whether national, provincial, or municipal, arising from the signing of the Contract.

Failure of the successful bidder to execute the Contract will authorize the Contracting Authority to, without further action, nullify the award, proceed with a new award to the next highest-ranked Offer, enforce the Offer Maintenance Guarantee, and claim any other damages caused to the Contracting Authority by such noncompliance.

From the date of execution of the Contract, the successful bidder will assume sole responsibility for compliance with the legal and regulatory conditions required for the maintenance of the mining rights from that moment onward.

## **29. Assignment and/or Transfer:**

From the signing of the Contract and during the First Stage, the CONTRACTOR may not associate with third parties, modify the composition of its corporate structure, nor assign or transfer, in whole or in part, its contractual position or the rights arising from the Contract, without the prior express written authorization of CAMYEN S.E.



The CONTRACTOR may only assign its contractual position and the rights derived from the Contract in favor of an Affiliate company or a third party, once the minimum exploration activities specified in Annex IV for the First Stage have been completed, with prior formal notification to CAMYEN S.E. and obtaining its express authorization. In all cases, only total assignments will be permitted.

Authorization for the assignment will be conditioned on the assignee demonstrating:

- An economic solvency equal to or greater than that of the CONTRACTOR;
- A technical and commercial track record comparable to or greater than that of the CONTRACTOR, in accordance with the criteria established in the “CAMYEN S.E. Procurement Regime” approved by Board Resolution for direct contracting.

Additionally, as a condition for authorization, CAMYEN S.E. must be informed of and approve in advance the amount agreed upon between the assignor and the assignee, and may receive a percentage of the total value of the assignment, previously agreed with the assignee, which in no case may exceed:

- fifty percent (50%) of the agreed price, if the assignment occurs during the first or second year following the completion of the First Stage, and
- ten percent (10%) if it is carried out after that period.

CAMYEN S.E. reserves the right to deny authorization in case of non-compliance with any of the preceding requirements.

Any assignment, transfer, corporate modification, or association carried out without the prior, express, and written authorization of CAMYEN S.E. shall be null, void, unenforceable against CAMYEN S.E., shall not generate any obligation for it, and shall constitute grounds for automatic termination of the Contract due solely to the CONTRACTOR's fault. In such a case, CAMYEN S.E. may execute the contractual

performance guarantee, without prejudice to the right to claim compensation for all applicable damages.

The authorized assignment must be formalized through a public deed. Once perfected according to the terms of this clause, the assignee shall expressly assume all obligations arising from the Contract, subrogating the CONTRACTOR's contractual position, who shall be released from the obligations incumbent upon them.

### **30. Start of Activities – Exploration Stage**

The Contractor must begin the execution of the Mining Project as follows:

A- Within 30 (thirty) calendar days from the signing of the Contract, provided that the area has, at the time of such signing, the corresponding environmental approval, either through a Sworn Statement of Non-Invasive Prospective Activities or an Environmental Impact Report, and must formally communicate the commencement of activities.

B- In the event that the area does not have the submission and/or approval of the required environmental permits at the time of signing the Contract, the Awardee must submit such permits, as applicable, within 60 (sixty) calendar days from the signing of the Contract for the award of exploration and/or exploitation rights over the areas and must commence the execution of the Mining Project activities within 30 (thirty) calendar days from the notification of approval of the environmental permits for each area.

In all cases, at the moment of starting the activities covered by this Public Tender, the Awardee must have contracted and submitted all required insurances in accordance with the provisions of this Tender.

At the end of the Exploration Stage period (5 years from the start of the Mining Project execution), and within the following ninety (90) calendar days, THE CONTRACTOR shall prepare and submit to CAMYEN SE a final report and a technical-economic study evaluating the information obtained regarding the resources of the Mining Rights and the feasibility of their exploitation.

The Final Exploration Report must include a description of the executed works, investments made, location of drillings and other works performed, indicating the

grade of the extracted and analyzed samples, geological and topographic maps, copies of any other studies conducted, a technical-economic feasibility study of the Mining Rights, and the CONTRACTOR's conclusions.

If the Final Exploration Report determines the technical-economic feasibility of putting all or part of the Mining Rights into commercial production, and to the extent that the Minimum Investment Commitment required for the Exploration Stage has been met, THE CONTRACTOR will have the exclusive right to initiate the exploitation stage. To do so, THE CONTRACTOR must notify CAMYEN SE in writing of its decision to commence the Exploitation Stage within the same timeframe for submitting the Final Exploration Report. It is established that if the Exploitation Notification is not submitted in due time and form, the contract will be considered terminated, and THE CONTRACTOR's right to initiate the Exploitation Stage will automatically expire, without prejudice to payments and investments already made and without entitlement to compensation for the Parties, unless otherwise stipulated.

The Exploitation Notification must include a detailed list of the Mining Rights involved in the exploitation to be carried out by THE CONTRACTOR and a report with conceptual information regarding the exploitation to be developed on those rights. Mining Rights not expressly included in said notification will automatically be excluded from this Agreement.

### **31. Contractor Obligations:**

Without prejudice to any other obligations arising from the Tender Specifications, the Contractor shall be obligated to:

- a) Guarantee the faithful and punctual fulfillment of the purpose of this Public Tender and of the Contract executed within its framework.
- b) Have the necessary personnel and professionals to fulfill the Contract. No employee or professional of the Contractor has, nor will have, any employment relationship with CAMYEN SE or with the Province of Catamarca, and the Contractor is fully responsible for all labor, social security, tax, work risk, and any other obligations related to such personnel or professionals. Consequently, the Contractor agrees to keep CAMYEN SE and the Province of Catamarca, including the directors, executives, and employees of

the former, harmless from any judicial or extrajudicial claim that such personnel or professional may eventually make against CAMYEN SE and/or the Province of Catamarca, including, without limitation, any judicial costs and attorneys' fees. The Contractor shall comply with, and ensure compliance by its employees and contracted professionals with, all laws, regulations, ordinances, provisions, and instructions of general or specific application. The indemnity shall remain in effect until any actionable claims expire.

c) Comply with all legal obligations and keep the Province of Catamarca and CAMYEN SE (including its directors, executives, and employees) fully indemnified, upon first request, against any noncompliance with any applicable legal regulation and/or any damage the Contractor causes to third parties and/or third-party property, whether by action or omission, directly or indirectly arising from or in connection with the execution of the Contract. The indemnity shall remain in effect until any actionable claims expire.

d) The Contractor is obligated to anticipate and provide everything necessary for safety in the execution and fulfillment of the Mining Project and for the personnel involved, implementing measures appropriate to the scale of the work and in accordance with national, provincial, and municipal regulations governing the activity.

e) The Contractor shall obtain the environmental and other insurances proposed in the insurance plan included in its Offer.

f) The Contractor must provide CAMYEN SE with a quarterly report containing all geological information obtained in the different stages of the Mining Project, without prejudice to any additional information CAMYEN SE may request at any time.

g) The Contractor shall submit the Environmental Impact Report, when applicable, for approval within a period not exceeding 60 calendar days from the signing of the Contract, taking full responsibility for undertaking all necessary and relevant measures to obtain approval from the competent authority. Failure by the Contractor to obtain the necessary permits and/or authorizations and/or approvals regarding the Environmental Impact Report, or, as the case may be, the Sworn Statement of Non-Invasive Prospecting Activity, constitutes a serious contractual breach attributable

to the Contractor and shall entitle CAMYEN SE to terminate the contractual relationship and execute the performance guarantee previously submitted. **Likewise, failure to submit and/or obtain approval of either the Environmental Impact Report for any stage of the mining project or the Sworn Statement of Non-Invasive Prospecting Activities, as applicable, shall not, under any circumstances, be considered a valid reason to withhold or condition payments due from the Contractor to CAMYEN SE.**

### **32. Corporate Social Responsibility:**

Bidders must submit, together with their offer and within the Single Envelope, a corporate social responsibility plan that addresses communication with the communities closest to the area of development of the Mining Project and with the family group of their own employees. Contractors must prioritize the hiring of local labor for activities related to the Mining Project in accordance with applicable local legislation. The hiring of local labor must be complemented with labor training programs and environmental care measures.

If there is no qualified local workforce, this situation must be reported in the quarterly reports, justifying the hiring of external personnel.

Contractors must also prioritize hiring supplier companies from the province of Catamarca for tasks related to the Mining Project (Res. S.E.M. No. 498/14). For this purpose, it is recommended to periodically inform the Chamber of Mining Service Providers and the Mining Supplier Registry under the Ministry of Mining of the province of Catamarca about the service procurement tenders required by the Mining Project.

### **33. Contractor's Responsibility:**

The Contractor shall take, in a timely and proper manner, all necessary precautions to prevent damage to CAMYEN SE and/or the Province of Catamarca and/or third parties, or to any of their assets and/or properties, including environmental damage. Notwithstanding these measures, if any accident occurs or, for any reason—including fortuitous events or force majeure—any damage or loss is caused to CAMYEN SE and/or the Province of Catamarca and/or third parties, or to any of their assets and/or

properties, attributable to the Contractor and/or the Mining Project, the Contractor shall immediately proceed to repair, remediate the environmental liability if applicable, and/or fully compensate at its sole cost for the damage or loss caused. –

#### **34. Inspection and Monitoring:**

CAMYEN SE will have the right to inspect, either directly or through third parties it contracts for that purpose, without any restrictions or need for prior notice, the work area, offices, and facilities of the Contractor and/or its subcontractors involved in the fulfillment and execution of the Contract.

CAMYEN SE may, at any time, either directly or through third parties it contracts for that purpose, access the physical locations as well as all information necessary to verify the proper performance of prospecting and study activities in the work area, in order to ensure compliance with contractual, legal, safety, environmental, and regulatory standards applicable to the activities being carried out, providing notice of any circumstance of interest to the Mining Authority of the Province of Catamarca. CAMYEN SE will have inspection, audit, and control powers over all activities, technical, legal, financial, and accounting documentation related to the execution of the Contract resulting from this Tender, as well as over related activities. The inspection and oversight tasks to be carried out by CAMYEN SE as referred to in this section will be conducted by inspectors designated by CAMYEN SE, who will be duly presented to the Contractor.

#### **35. Termination of the Contract:**

The Contract will terminate:

- a) At the end of the Exploration Stage period, unless the COMPANY has commenced the Exploitation Stage under the terms and conditions set forth in the Contract,
- b) If the COMPANY has begun the Exploitation Stage under the terms and conditions provided in this Agreement, on the date of completion of the Exploitation Stage period, or,
- c) Termination due to Contractor's non-compliance.
- d) Rescission by mutual agreement.

- e) Extinction due to impossibility of performance (force majeure or fortuitous event).
- f) Revocation for public interest.
- g) Rescission at the Contractor's decision.

### **35.1. Contract Termination for Contractor's Non-Compliance. Express Forfeiture Clause**

The Parties expressly agree that this Contract may be terminated by CAMYEN by operation of law, in accordance with Article 1086 of the Civil and Commercial Code of the Nation and related provisions, in the event that any of the following **Essential Breaches** by the CONTRACTOR occur, without limitation.

An essential breach shall be deemed to exist when:

- a) The Contractor fails to commence the tasks subject to this Public Tender within the stipulated timeframe.
- b) The Contractor transfers or assigns the Contract, or associates with third parties, without having obtained the prior authorizations and approvals required under point 29 of this Tender.
- c) There is a breach of contractual obligations arising from the Contract, or of legal provisions related to its purpose, including labor, environmental, tax, and social obligations. Fault or willful misconduct by the Contractor will create an obligation to repair the damages caused.
- d) The Contractor fails to contract and/or maintain in force the insurance required by applicable regulations, in the types and amounts necessary to cover any contingency related to personnel, the environment, and/or property of the Contractor or third parties.
- e) The Contractor fails to pay CAMYEN S.E. the agreed price for the exclusivity right, as established in point 6 of this Tender.
- f) The Contractor fails to comply with the minimum investment plan and/or the minimum prospecting activities set forth in Annex IV, as these constitute obligations whose strict and timely fulfillment is essential for the purpose of the Contract.

CAMYEN S.E.'s authority to terminate the Contract in this case is independent of the penalty established in point 21.2

### **Procedure for Extrajudicial Termination**

Upon verification of any of the Essential Breaches detailed in the previous section, CAMYEN may terminate this Contract by notifying its decision in a reliable manner (e.g., formal letter, notarial record, or electronic means with acknowledgment of receipt that ensures the identity of the parties and confirmation of delivery).

The termination shall take effect upon receipt of such notification by the Breaching Party, without the need for a prior demand for compliance or any judicial declaration or intervention. Once the termination notice is communicated, the Contract shall be automatically terminated, and thereafter, its performance cannot be demanded, nor will any right to perform subsist (general principle of Art. 1078.a and effects of Art. 1086).

### **Effects of Termination**

- **Retroactivity and Restitutions:** The termination shall have retroactive effects between the Parties, who must return, to the extent applicable, what was received under the Contract or its value, in accordance with the rules applicable to obligations to deliver for restitution. The restitution shall be reciprocal and simultaneous.

Equivalent and divisible performances, completed and received without reservation regarding their effect in discharging the obligation, shall remain firm and take effect. In particular, the termination shall not affect payments made as “exclusivity rights,” nor investments made by the Contractor prior to the termination date.

Furthermore, a termination motivated by a breach attributable to the Contractor shall imply, without the need for prior formal notice:

1. The automatic forfeiture and enforcement of the Contract Performance Guarantee.



2. The imposition of any applicable late-payment penalties.
3. The Contractor's obligation to indemnify CAMYEN S.E. for all damages and losses caused as a result of the breach.
4. The immediate return to CAMYEN S.E. of the exploration and/or exploitation rights over the mining areas covered by the Contract, free of any occupation, encumbrance, or charge, at the sole responsibility of the Contractor.
5. Any other effect provided for in the Contract.

### **Notification to the Mining Authority and Scope of the Clause**

Once this Contract has been terminated under the terms of this clause, CAMYEN may immediately and formally notify the mining authority of its termination, so that its registration and/or any other effects arising from it are nullified.

### **35.3. On Termination by Mutual Agreement:**

The Contract may be terminated by mutual agreement at any time, with the effects agreed upon by the parties.

### **35.4. Termination due to Force Majeure, Fortuitous Event, or Public Interest:**

In the event of circumstances beyond the control of the Parties, which are unforeseeable, irresistible, and current, properly claimed and proven, and which prevent the fulfillment of obligations or the execution of the Contract, the Contract may be terminated due to a fortuitous event, force majeure, or public interest without fault of the Parties, without prejudice to the obligations for activities actually performed and to the liabilities arising from the fortuitous event or force majeure.

### **35.5. Termination by Decision of the Contractor:**

The Contractor may terminate this Agreement early, without stating cause, at any time during the term of the contract, by notifying CAMYEN SE in writing at least 30 (thirty) days in advance. If the termination occurs during the first twelve (12) months of the First Stage, the Contractor shall pay CAMYEN SE, as a single and final indemnity for early termination, an amount equivalent to the cost of the minimum prospecting activities not executed as of the effective termination date, in accordance with

ANEXO IV. If the Contractor has completed the minimum activities required by ANEXO IV, no payment will be due to CAMYEN SE for early termination.

After that period, and provided the Contractor has fully completed the minimum required prospecting activities according to ANEXO IV, termination by the Contractor's decision shall not generate any claims or obligations for the Contractor, except for returning the exploration and/or exploitation rights over the mining properties to CAMYEN SE, free of any occupation and/or encumbrances; and for delivering a report with the same characteristics and requirements established for the "Final Exploration Report" set forth in point 30, within 60 days of notification of termination. Furthermore, the termination shall not affect any payments or investments made by the CONTRACTOR prior to the termination date.

### **36. Jurisdiction:**

The Parties submit, for all purposes arising from this Agreement, to the Jurisdiction of the Ordinary Courts of the Province of Catamarca, First Judicial District, waiving any other forum or jurisdiction, including federal jurisdiction. -

### **37. Payment Method – Bank Account of the Implementing Authority**

All payments that the Bidders must make under this Tender shall be made by bank transfer to the bank account designated for this purpose, which will be communicated in due course by the means provided in this Tender.

Any bank fees and commissions arising from these transfers shall be borne exclusively by the Bidder.



## ANNEX I

### AREAS

#### FILO DE LAS VICUÑAS

The project is located in the southwest of the Tinogasta department, in the province of Catamarca. It is an area with high potential for copper and gold that has been studied by Pampa Exploraciones and the Project Generation Group of the Ministry of Mining of Catamarca. It consists of three mining properties: Muma, Muma II, and Nicolás II, totaling 5,160.69 hectares.



#### GOLD NUGGET

Disclaimer: This is an unofficial translation, the original Spanish text prevails for legal purposes.

The project is located in the southwest of the Tinogasta Department, in the province of Catamarca. It has a total area of 5,829.41 hectares and consists of three mining properties: Valle Ancho I, Valle Ancho II, and Valle Ancho III. This is a region of significant mining relevance, as it is crossed by the Valle Ancho Lineament, a northwest-southeast-oriented tectonic corridor recognized for its association with copper-gold porphyry systems and epithermal gold mineralization.



## ANNEX II

# PUBLIC TENDER N° 01/2025

## SCHEDULE

N°	Event	Date
1	Publication	AUGUST 19 and 22 in the Official Gazette
2	Entrega de los Pliegos	Starting AUGUST 18, 2025
3	Final Questions/Clarifications	Ending OCTOBER 10, 2025
4	Receipt of Bids	Ending OCTOBER 17, 2025
		10:00 AM.
5	Opening of the Single Envelope	OCTOBER 17, 2025
		11:00 AM

**PLACE OF RECEIPT OF OFFERS:** Vicario Segura N° 784 P.1 SFV de Catamarca y via email to the address [legalescamyen@camyen.com.ar](mailto:legalescamyen@camyen.com.ar) - **AOPENING:** Vicario Segura N° 784 - P. 1, SFV de Catamarca, provincia de Catamarca.

### ANNEX III

#### PUBLIC TENDER N° 01/2025

#### **BIDDER'S SWORN STATEMENT**

The undersigned, ....., in the capacity of [Legal Representative / Attorney-in-Fact], on behalf of ....., with legal address at ....., establishing a special address in the City of San Fernando del Valle de Catamarca, as required by the Terms of Public Tender No. 01/2025, hereby declares under oath:

1. That they have **fully acknowledged, accept, and unreservedly submit** to all the provisions, terms, and conditions established in the Terms and Conditions of Public Tender No. 01/2025, its Annexes, and the Circulars issued by CAMYEN SE., assuming full responsibility for their compliance.
2. That all documentation, information, and statements submitted in connection with this offer are **true, accurate, and complete**, and that they commit to maintaining their veracity throughout the bidding process, as well as during the eventual execution of the contract resulting from the award.
3. That the economic and financial situation of the legal entity/individual they represent **has not undergone substantial changes** since the date of the last submitted financial statement, in accordance with point 20.1 subsection L) of the Terms.
4. That they are **not subject to any of the causes of disqualification or incompatibility** provided in point 17.2 of the Terms and Conditions, nor are the members, representatives, or partners of the legal entity they represent.
5. That they assume, as established in point 20.1 subsection u) of the Terms, expressly declaring that:
  - i) They assume exclusively the technical, economic, and operational risk of the mining activity to be carried out in the Area;
  - ii) Neither CAMYEN SE. nor the Province of Catamarca has provided any guarantee or statement, express or implied, regarding the mining potential of the Area;
  - iii) Any exploitation permit will be requested in the name of CAMYEN SE., as the holder of the mining rights;
  - iv) They waive any claim for the investments made, even if the results of prospecting and/or exploration are unsatisfactory or unfeasible;
  - v) They commit to maintaining strict confidentiality regarding all information and documentation related to the tender and the Area.

6. That they understand and accept that the mere submission of the offer implies:
- Having visited, properly evaluated, and analyzed the Area;
  - Having identified the technical, operational, and environmental risks involved;
  - Having considered all relevant factors for the formulation of the economic, technical, and legal offer, without CAMYEN SE or the Provincial State being held responsible for any omissions by the Bidder.

In witness whereof, the undersigned executes this sworn statement, committing to its strict compliance.

A copy of the Terms and Conditions and all issued Circulars, duly signed on all pages, is attached.

Place and Date: \_\_\_\_\_

Signature:	_____
Full	Name: _____
ID	Passport: _____



## ANNEX IV

### MINIMUM ACTIVITIES AIMED AT PROSPECTION

MINIMUM ACTIVITIES AIMED AT PROSPECTION	
FILO DE LAS VICUÑAS AREA	
<b>OBJECTIVE</b>	NON-INVASIVE GEOLOGICAL PROSPECTING AND GEOPHYSICAL PROSPECTING USING TERRESTRIAL MAGNETOMETRY
<b>PROJECT LOCATION</b>	MUMA, MUMA II Y NICOLÁS II PROPERTIES (5192 HECTARES). TINOGASTA. DEPT. CATAMARCA
STAGES	TASKS
PRE-CAMPAIGN DESKTOP STUDIES	DOCUMENT ANALYSIS, LITERATURE REVIEW, AND CAMPAIGN PLANNING
CAMPAIGN 1: GEOLOGICAL SURVEY	ROCK, WATER, AND SEDIMENT SAMPLING; DETAILED GEOLOGICAL MAPPING; CERTIFIED LABORATORY ANALYSIS – PARTIAL DELIVERY OF RESULTS
CAMPAIGN 2: FIRST GEOPHYSICAL CAMPAIGN	FIELD DATA ACQUISITION AND OFFICE PROCESSING – PARTIAL DELIVERY OF RESULTS
CAMPAIGN 3: SECOND GEOPHYSICAL CAMPAIGN	FIELD DATA ACQUISITION AND OFFICE PROCESSING – PARTIAL DELIVERY OF RESULTS
PREPARATION OF COMPREHENSIVE FINAL REPORT	DEVELOPMENT OF GEOLOGICAL AND HYDROGEOLOGICAL MODEL; PREPARATION OF DRILLING PLAN (IF RESULTS ARE FAVORABLE)
ADMINISTRATIVE COMPLIANCE	PREPARATION OF SWORN STATEMENTS (DDJJ) AND/OR ENVIRONMENTAL IMPACT REPORTS (EIR), AS APPLICABLE
CITIZEN PARTICIPATION ACTIVITIES	PUBLIC CONSULTATIONS AND OTHER COMMUNITY ENGAGEMENT ACTIVITIES
QUALITY CONTROL (QA/QC)	SUPERVISION AND QUALITY ASSURANCE THROUGHOUT ALL STAGES

MINIMUM ACTIVITIES AIMED AT PROSPECTION	
GOLD NUGGET AREA	
<b>OBJECTIVE</b>	NON-INVASIVE GEOLOGICAL PROSPECTING AND GEOPHYSICAL PROSPECTING USING TERRESTRIAL MAGNETOMETRY
<b>PROJECT LOCATION</b>	VALLE ANCHO I, VALLE ANCHO II, VALLE ANCHO III PROPERTIES (4.115 HECTARES). TINOGASTA DEPT. CATAMARCA
ETAPAS	TAREAS
PRE-CAMPAIGN DESKTOP STUDIES	DOCUMENT ANALYSIS, LITERATURE REVIEW, AND CAMPAIGN PLANNING
CAMPAIGN 1: GEOLOGICAL SURVEY	ROCK, WATER, AND SEDIMENT SAMPLING; DETAILED GEOLOGICAL MAPPING; CERTIFIED LABORATORY ANALYSIS – PARTIAL DELIVERY OF RESULTS
CAMPAIGN 2: FIRST GEOPHYSICAL CAMPAIGN	FIELD DATA ACQUISITION AND OFFICE PROCESSING – PARTIAL DELIVERY OF RESULTS
CAMPAIGN 3: SECOND GEOPHYSICAL CAMPAIGN	FIELD DATA ACQUISITION AND OFFICE PROCESSING – PARTIAL DELIVERY OF RESULTS
PREPARATION OF COMPREHENSIVE FINAL REPORT	DEVELOPMENT OF GEOLOGICAL AND HYDROGEOLOGICAL MODEL; PREPARATION OF DRILLING PLAN (IF APPLICABLE)
ADMINISTRATIVE COMPLIANCE	PREPARATION OF SWORN STATEMENTS (DDJJ) AND/OR ENVIRONMENTAL IMPACT REPORTS (EIR), AS APPLICABLE
CITIZEN PARTICIPATION ACTIVITIES	PUBLIC CONSULTATIONS AND OTHER COMMUNITY ENGAGEMENT ACTIVITIES
QUALITY CONTROL (QA/QC)	SUPERVISION AND QUALITY ASSURANCE THROUGHOUT ALL STAGES

## ANNEX V – Economic Offer

### ECONOMIC OFFER FORM

Public Tender No 01/2025 – CAMYEN S.E.

#### **I. BIDDER IDENTIFICATION DATA**

- Company Name / Bidder Name: .....
  - CUIT / Fiscal Identification Number: .....
  - Area for which this bid is submitted: ☐ Filo de las Vicuñas / ☐ Gold Nugget
- (mark with an X the corresponding area; complete one (1) form for each area bid)*

#### **II. TOTAL PRICE OFFERED TO CAMYEN S.E.**

Total amount offered (in United States Dollars USD): .....

*Minimum required according to point 6-A "ONE MILLION DOLLARS (USD 1,000,000.-)"*

Proposed payment method:

☐ Single, full, and unconditional payment at the time of contract signing.

☐ Payment in installments according to the following schedule:

Installment No.	Amount in USD	Due Date (days from contract signing)	Comments
-----------------	---------------	---------------------------------------	----------

**Clarification:** The total term for payment in installments may not exceed 18 months from the signing of the contract.

#### **III. INITIAL PAYMENT**

Disclaimer: This is an unofficial translation, the original Spanish text prevails for legal purposes.

Do you offer an initial payment at the time of signing the contract?

☐ Yes

☐ No

If yes, indicate the amount of the initial payment (USD): .....

Note: The initial payment will be considered part of the total amount offered and will be evaluated as a concrete demonstration of commitment and solvency, all as established in point 6 of this document.

#### IV. PERCENTAGE ON MINERAL SALES

Percentage offered in favor of CAMYEN S.E. on the monthly sales of minerals extracted from the mining property obtained under this concession: ..... %

(minimum required: 6%)

Note: The reference value may never be lower than the current international selling price.

#### V. SHAREHOLDING PARTICIPATION

Does it offer CAMYEN S.E. a shareholding participation in a company to be incorporated for the execution of the project?

☐ Yes

☐ No

If yes, indicate:

- Percentage offered to CAMYEN S.E.: ..... %

- Legal nature of the company to be incorporated:

- Method and schedule for the contribution of CAMYEN's corresponding capital:

.....

- Special clauses offered:

.....

## VI. ADDITIONAL OBLIGATIONS ASSUMED

(Of a mandatory nature and part of the economic proposal in accordance with point 6 of this bidding document)

1.- Mining Royalties: The bidder strictly commits to the full payment of the mining royalties corresponding to the Province of Catamarca, in accordance with current legislation.

2.- Right of First Purchase: The bidder acknowledges and accepts that it must grant CAMYEN S.E. a right of first purchase over the mineral products obtained (such as gold, copper, iron, etc.), under the conditions that will be agreed upon in the contract executed following the award of exploration and/or exploitation rights over the area. CAMYEN shall have the right, but not the obligation, to acquire up to fifteen percent (15%) of the mineral extracted monthly by the COMPANY from the Mining Rights.

3.- Compliance with Applicable Regulations: The bidder declares that it is aware of and will comply with the applicable national and provincial regulations, as well as the conditions established in the Bidding Terms and Conditions.

Note: Should the bidder deem it necessary to provide more detailed explanations regarding any of the points contained in this form, a supplementary annex (additional sheet) may be attached, which must be presented separately and identified with the legend: "SUPPLEMENTARY ANNEX TO THE ECONOMIC PROPOSAL – Point [\_\_\_]". Such annex will be considered an integral part of the economic offer, provided that it is expressly indicated in this form that the additional information has been incorporated and clearly specifies the corresponding section or item. All annexes attached by the bidder must be duly signed.

## VII. SIGNATURE AND DECLARATION

I hereby declare under oath that this economic offer is submitted within the framework of Public Tender No. 01/2025, accepting all the conditions of the Tender Documents, its Annexes, and Circulars, and committing to their strict compliance in the event of being awarded.

Full Name: .....

Place and Date: .....