



SUPERINTENDENCIA  
VALORES Y SEGUROS

REF.: APRUEBA CONTRATO QUE INDICA.

RES. EXENTA Nº 502

SANTIAGO, 31 DIC 2002

VISTOS:

Estos antecedentes, lo dispuesto en el artículo 26º y en el inciso segundo del artículo 28º de la Ley Nº 18.575; la Resolución Nº 55, de 1992, de la Contraloría General de la República; las atribuciones que me confieren los artículos 10º, 24º y 25º del D. L. Nº 3.538, de 1980, y

**R E S U E L V O:**

Apruébese el contrato suscrito con fecha 01 de noviembre de 2002, entre esta Superintendencia y "BLOOMBERG L. P." el cual para todos los efectos legales debe entenderse que forma parte integrante de la presente resolución.

Anótese, comuníquese y archívese,

**HERNÁN LÓPEZ BÖHNER**  
**SUPERINTENDENTE SUBROGANTE**

Lo que transcribo a Ud. para su conocimiento.  
Saluda atentamente a Ud.

  
**CARMEN UNDURRAGA MARTÍNEZ**  
**SECRETARIO GENERAL**

Av. Libertador Bernardo  
O'Higgins 1449  
Piso 9º  
Santiago - Chile  
Fono: (56-2) 473 4000  
Fax: (56-2) 473 4101  
Casilla: 2167 - Correo 21  
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**BLOOMBERG SCHEDULE OF SERVICES**

SERVICE PROVIDER ("SP"): BLOOMBERG L.P.

SERVICE RECIPIENT ("SR"): SUPERINTENDENCIA DE VALORES Y SEGUROS

ACCOUNT No: **295579**

DEPARTMENT: \_\_\_\_\_

ORDER DATE: 11/01/2002

ORDER No: **1025563**

**EQUIPMENT ADDRESS:**

SUPERINTENDENCIA DE VALORES Y SEGUROS

ALAMEDA 1449

CENTRO - PISO 9

SANTIAGO

(City) (State/Province) (Postal Code)

CHILE

**USER CONTACT:**

RAUL ORELLANA

562 473-4110

**BILLING ADDRESS:** (Payment only accepted from Billing Party listed below)

SUPERINTENDENCIA DE VALORES Y SEGUROS

ALAMEDA 1449 PISO 9

(CENTRO)

SANTIAGO

(City) (State/Province) (Postal Code)

CHILE

**BILLING CONTACT:**

RAUL ORELLANA

562 473-4110

SP and SR are parties to a BLOOMBERG AGREEMENT, Number **1025563** (the "Agreement"), which sets forth the terms and conditions under which SP provides to SR the Services described therein. NOTE: Prices below in effect provided installation occurs no later than December 31, 2002. Thereafter, the then current prices will apply.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	COMMENCEMENT DATE OF TERM
02	15"FlatPnl w/PC Lease	1,385.00	

PO# \_\_\_\_\_

Total: \$ **2,770.00**

**TERMS AND CONDITIONS**

**1. INSTALLATION OF SERVICE(S); OTHER EQUIPMENT**

Pursuant to the Agreement, SR has requested SP to provide the Services at the stated equipment address (as noted above). The Services include one free subscription to Bloomberg Magazine for each user of the BLOOMBERG PROFESSIONAL service. In all jurisdictions other than Argentina, the Services may also include the receipt of Bloomberg-distributed television program(s). In such event, SP will install, at its expense, the satellite dish and receiver at SR's office necessary to receive the program(s). SR shall bear the cost of cabling from the Equipment to the satellite dish and if necessary other related equipment and shall be responsible for obtaining the necessary authorizations, space, roof rights and rights-of-way for proper installation of the satellite dish, receiver, cabling and related hardware. The program(s) shall be displayed by SR on such Equipment receiving the Services. This process and cabling must be completed at, or prior to contract renewal(s), new installation(s) and/or relocation(s).

**2. TERMS & CHARGES**

- (a) The initial Term (as defined in the Agreement) is from the first day Services or additional Services are provided to the **second** anniversary of that date. Circuit installation or upgrades do not affect the term of the Agreement. The fee commences the day following actual installation and shall be invoiced quarterly in advance. To the extent permitted by law, SP may send and SR agrees to receive invoices via email. Any fee increase of which SR is notified in accordance with the Agreement will take effect as specified notwithstanding the issuance of a Schedule setting forth the then current fee.
- (b) All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Services will automatically be charged at SP's prevailing rates and SR will be invoiced accordingly. If local dedicated circuits for network access are provided by SP to SR, the charges for such dedicated local circuits are not guaranteed for the term of the Agreement. Increases and/or discounts to such charges may be made on ninety (90) days' advance written notice and customer relocations may result in immediate price adjustments for such local circuits. SR may terminate dedicated circuits for network access upon ninety (90) days' advance written notice, provided that SR has installed a replacement approved by SP.
- (c) The Total does not include monthly fees for real-time exchange and third-party information services or applicable taxes. All applicable taxes, including without limitation, sales tax and VAT, shall be added to the charges for the Services and set forth on the invoices. If tax-exempt, a copy of the State Tax Exempt Certificate must be submitted.

(Additional terms on next page with required acknowledgment)

Customer Initial: \_\_\_\_\_ Acct: **295579** Agmt: **1025563** Ord: **1025563** DT: **103** Page 1 of 2 SchSA 01/02



3. **BLOOMBERG FLAT PANEL**

In the event that this Schedule provides, or may from time to time provide, for one or more Flat Panel screens, SR agrees not to separate, unbolt, move, modify, interface, duplicate, redistribute or otherwise disconnect any one or both of the Flat Panel screens, or use any one or both of the screens in a manner inconsistent with the terms of this Agreement, without SP's prior written consent. Unauthorized access or use is unlawful and SP shall have all recourse and rights as set forth in the Agreement. The access term for the Flat Panel shall be the same as that of the specific BLOOMBERG PROFESSIONAL to which it is attached. SR's fee applicable to the double screen shall commence on the date following actual installation.

4. **SHARED NETWORK; MULTIPLE SERVICES**

In the event that this Schedule provides, or may from time to time provide, for a fee for Services calculated on the basis of a shared local network at the same physical location or multiple Services, then at such time as the network is no longer shared, or multiple Services are no longer accessed, the fee for Services shall be increased to the prevailing rate for Services provided on an unshared or single Service basis.

5. **RECEIPT OF THE SERVICES VIA SR'S AUTHORIZED EQUIPMENT (IF APPLICABLE)**

- (a) The Services shall be made available to SR by means of the authorized equipment set forth on the face of this Schedule or the Authorized Computers as set forth in the Datafeed Addendum (the "Authorized Equipment"). SR agrees that it will access the Services only through such Authorized Equipment. In no event will SR recirculate, redistribute or otherwise retransmit or re-route the Services to any other equipment or display or permit the use of any information included in the Services on any other equipment or display device.
- (b) SP shall have the right at any time, or from time to time, to change the technical specifications of any aspect of the Services and, in such event, SR shall take all reasonable steps, at its expense, to modify, reconfigure, upgrade or replace the Authorized Equipment in order to maintain compatibility, functionality, quality, speed and convenience of the Services.
- (c) SP shall have no responsibility for installing, labeling, testing, maintaining, relocating or removing the Authorized Equipment, or for training or providing support documentation to SR's employees in the use of the Authorized Equipment. All cabling, connections and any interface (including hardware, software, network or otherwise) between Authorized Equipment and SP's Equipment are the responsibility of SR. NOTWITHSTANDING THE ABOVE, SP SHALL HAVE ALL RIGHTS WITH RESPECT TO THE AUTHORIZED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ACCESS, AND SR SHALL HAVE ALL OBLIGATIONS AND RESPONSIBILITIES WITH RESPECT THERETO, AS ARE STATED IN THE AGREEMENT WITH RESPECT TO EQUIPMENT GENERALLY. In addition, SP shall have the right to participate in the provision of training and the preparation of support documentation relating to the use of the Services by means of the Authorized Equipment, although SP shall have no obligation in this regard.
- (d) In addition to those limitations on liability contained in the Agreement, SP, its officers, employees, suppliers and third-party agents, shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of SP, its employees, sub-contractors, agents, equipment vendors or otherwise, arising in connection with the use, installation, or provision of the Services by means of the Authorized Equipment and shall not be liable for any lost profits, punitive, incidental or consequential damages or any claim against SR by any other party with respect thereto. SR agrees that SP is not responsible for any fault, inaccuracy, omission, delay or any other failure in the Services caused by SR's hardware, software, cabling, network services, or arising from SR's use of the Services on such equipment.

6. **THE BLOOMBERG TRAVELER (IF APPLICABLE)**

- (a) THE BLOOMBERG TRAVELER: (i) must be associated with a specific BLOOMBERG PROFESSIONAL service license accessed by SR; (ii) will not be used for an extended period of time in a time zone different than that of its associated BLOOMBERG PROFESSIONAL service license nor in a manner that will result in a reduction of SR's existing or potential subscriptions to SP's Services; (iii) will disenable the associated Service for a certain period of time; and (iv) may be terminated upon 30 days' prior written notice to SP. SR will incur a connection fee for any relocation of SP-provided software or Services.
- (b) SR-provided hardware and software must meet all technical specifications provided by SP. SR accepts responsibility for properly loading, maintaining and upgrading THE BLOOMBERG TRAVELER software on SR-provided hardware, in accordance with SP's instructions and procedures. The software is furnished under the Agreement and may be used only in accordance with the terms of such Agreement. Except as provided in the Agreement, the software may not be: (i) copied, broadcasted, reproduced, ported or otherwise routed to or used in any fashion on any non-authorized computer or display or in any other application; (ii) recompiled, decompiled, disassembled, reverse engineered, made into or distributed in any form of derivative work; (iii) modified, adapted, translated, rented, leased, loaned, resold, distributed or, except as provided in the Agreement, networked in whole or in part; or (iv) used with any other terminal, network, or device except as permitted by this Agreement. SP MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SP shall not be liable for errors contained in the software or for indirect, incidental, consequential or special damages in connection with the furnishing, performance or use of the software.

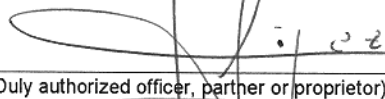
7. **COMMUNICATIONS CIRCUITS AND FACILITIES**

SP shall attempt to resolve any inquiries that SR has with respect to communications circuits and facilities used in accessing SP's Services. Notwithstanding any provision in the Agreement or the Schedule of Services, SP is not responsible or liable for the availability or reliability of any communications circuit or facility which SP secures from a third-party or for any act or omission of such third-party furnishing such communications circuit or facility. SP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO SUCH CIRCUITS OR FACILITIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF SUCH CIRCUITS OR FACILITIES.

8. **FORM**

This Schedule, and any amendments hereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

Agreed to by:  
**SUPERINTENDENCIA DE VALORES Y SEGUROS**  
Company Name (Please Type or print)

  
Signature (Duly authorized officer, partner or proprietor)

**HERNAN LOPEZ BOHNER**  
Name (Please type or print)  
**SUPERINTENDENTE SUBROGANTE**  
Title (Please type or print)

**CHILE, Santiago, November 22 the 2002**  
Date

Agreed to by:  
**BLOOMBERG L.P.**  
By: **BLOOMBERG INC.,**  
General Partner



**11/26/02**  
Date

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Account: **295579** Agreement: **1025563** Order: **1025563** DT: 103 Page 2 of 2 SchSA 01/02



BLOOMBERG L.P.  
499 Park Avenue  
New York, NY 10022  
Telephone: (212) 318-2540  
Facsimile: (817) 369-3540

### BLOOMBERG AGREEMENT

SERVICE PROVIDER ("SP"): **BLOOMBERG L.P.**

ACCOUNT: **295679**

AGREEMENT: **1025563**

ORDER: **1025663**

SERVICE RECIPIENT ("SR"): **SUPERINTENDENCIA DE VALORES Y SEGUROS**

(Company Name)

SP agrees to provide to SR the services described and referred to in paragraph 1 of this Agreement, and SR subscribes to such services in accordance with this Agreement.

#### 1. Services.

The services provided hereunder (the "Services") shall consist of a nonexclusive and nontransferable right to use the BLOOMBERG PROFESSIONAL service information, data, software and equipment (the "Equipment") described in the Bloomberg Schedule(s) of Services annexed hereto, as the same may be amended from time to time (the "Schedule"), in accordance with this Agreement.

#### 2. Term.

(a) This Agreement shall be effective from the date it is accepted by SP and shall remain in full force and effect thereafter until the date that is two years after the date that the Services are first provided (the "Term"), unless earlier terminated during the Term or any renewal thereof, as follows: (i) SR shall have the right to terminate this Agreement at any time upon not less than 60 days' prior written notice to SP and upon payment of the charges set forth in paragraph 3 of this Agreement; and (ii) SP shall have the right to terminate this Agreement at any time immediately upon written notice to SR in the event of a breach by SR of any of the provisions of this Agreement.

(b) The Term shall be automatically renewed for successive two-year periods unless SR or SP elects not to renew by giving not less than 60 days' prior written notice to the other. If this Agreement is so renewed for any additional period beyond the initial Term, the charges payable pursuant to paragraph 3(a) hereof for such renewal period shall be calculated at the prevailing rates then offered by SP, and the Schedule shall be considered to be amended accordingly.

#### 3. Charges.

(a) SR agrees to pay SP the amount indicated on the Schedule, together with (i) any applicable taxes for the Services, (ii) any levies or fees imposed or charged by exchanges or other information services or sources displayed through the Services at SR's request and (iii) any charge for installation, relocation, removal or any other changes to the Equipment, all of which shall be payable upon presentation of an invoice therefor.

(b) SR shall be responsible for and shall pay for all costs of cabling, communications (including, without limitation, network access), electrical and common carrier equipment installation charges incurred in connection with the Services. SR shall obtain all necessary authorizations from exchanges and other information vendors and shall pay for each third-party information service accessed for display through the service. The total monthly charge does not include monthly fees for "real-time" exchange and third party information services. If SR selects any of these services, SP will submit the appropriate applications for such services, a price list, and bill accordingly. SR agrees to pay any taxes, assessments, fees or penalties in respect of the Services and/or the Equipment which may be SR's legal responsibility to pay. In addition, SR agrees to reimburse SP for all property taxes and/or assessments with regard to the value of SP's Equipment in service at SR's premises.

(c) In the event this Agreement is terminated by SR pursuant to paragraph 2(a)(i) hereof or by SP pursuant to paragraph 2(a)(ii) hereof, SR shall be liable for all amounts payable pursuant to paragraphs 3(a) and 3(b) hereof through the date of termination plus a termination charge in an amount equal to 50% of the charges calculated in accordance with the Schedule for the balance of the Term.

(d) In all jurisdictions other than Argentina, the Services may also include the receipt of Bloomberg-distributed television program(s). In such event, SP will install, at its expense, the satellite dish and receiver or other alternative distribution device, at SP's option, such as cable television or cellular receiver (the "Broadband Distribution Device") at SR's office necessary to receive the program(s). SR shall bear the cost of cabling from the Equipment to the Broadband Distribution Device and if necessary other related equipment and shall be responsible for obtaining the necessary authorizations, subscriptions, space, roof rights and rights-of-way for proper installation of the Broadband Distribution Device, cabling and related hardware. The program(s) shall be displayed by SR on each BLOOMBERG PROFESSIONAL screen.

#### 4. Distribution of SR Data.

SR shall not distribute data to other users of the Services by means of the Equipment without the prior written consent of SP. Notwithstanding the above, in the event SR contributes prices to the service, SR hereby grants to SP, and SP hereby accepts, a nonexclusive, world-wide license to use such prices in the development of SP's generic prices or "fair value" or other similar pricing models. This paragraph is not intended to prohibit SR's use of the message system included in the Services.

#### 5. Warranties and Limitations of Liabilities.

(a) SP MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY SR OR OTHERS FROM THE USE OF THE SERVICES, OR THE EQUIPMENT BY WHICH THE SERVICES ARE PROVIDED, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SP, its suppliers, and its third party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of SP, its employees, subcontractors, agents, equipment vendors or otherwise, arising in connection with the Services rendered under this Agreement, or the use of the Equipment and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against SR by any other party. The information and data contained in the Services are derived from sources deemed reliable, but SP and its suppliers do not guarantee the correctness or completeness of any programs, data or other information furnished in connection with the Services. SP shall not be responsible for or have any liability for any injuries or damages caused by the Equipment or by delays or interruptions of the Services, from whatever cause, and shall not be liable for damages arising from the use or presence of the Equipment on SR's premises. SR is solely responsible for the accuracy and adequacy of the data and information used by it and the resultant output thereof. SP shall have no liability or responsibility for the security or maintenance of any data input by SR. SR shall indemnify SP and hold it harmless and at SR's expense defend SP against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with the use of the Services by SR. To the extent permitted by law, it is agreed that the liability of SP hereunder for damages, regardless of the form of the action, shall not exceed the fees payable by SR for the Services for a period of six months, and that this shall be SR's exclusive remedy. No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Services or the Equipment may be brought by SR more than one (1) year after the cause of action has accrued.

(b) Notwithstanding any limitations contained in paragraph 5(a) to the contrary, SP agrees to indemnify SR and hold it harmless and at SP's expense defend SR against any claim that the programs, data, information and other items provided by SP hereunder infringe any copyright, trademark or other contractual, statutory or common law rights; provided that (i) SR promptly notifies SP in writing of the claim, (ii) SP shall have sole control of the settlement and defense of any action to which this indemnity relates, (iii) SR cooperates in every reasonable way to facilitate such defense, and (iv) if SR becomes aware of any suspected infringement by a third party of any proprietary rights of SP, SR shall promptly notify SP of such activities.

#### 6. Remedies.

In the event of a breach or threatened breach of any of the provisions of this Agreement by SR or any of its employees, representatives or affiliates, SP shall be entitled to injunctive relief to enforce the provisions hereof, but nothing herein shall preclude SP from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. In the event SP prevails in any such action, SP shall be entitled to recover from SR all reasonable costs, expenses and attorneys' fees incurred in connection therewith. As reasonable protection of the proprietary rights of SP and others in the information provided through the Services and Equipment, to avoid breach of SP's obligations to providers of such information, and to avoid unnecessary uncertainty, burden, and expense for all parties, SR acknowledges and agrees that the dissemination or distribution by SR of information identical or similar to that provided through the Services and the Equipment shall be deemed a breach of the terms of paragraphs 9(a) through 9(d) hereof and shall give rise to an immediate right of SP to terminate this Agreement or any portion of the Services provided hereunder.

#### 7. Parties.

SR recognizes that SP, its partners, suppliers and their respective affiliates, each have rights with respect to the Services, including the software, data, information and other items provided by SP by reason of SR's use of the Services. SR acknowledges and agrees that the provisions of paragraphs 5 and 6 of this Agreement shall be for the benefit of SP, its partners, suppliers, and their respective affiliates, successors and assigns and that the term "SP" as used in such paragraphs includes SP, its partners, suppliers and their respective affiliates.

#### 8. Access.

SR agrees to provide network access per SP's current specifications, at its expense. Such specifications may include both dedicated and dial back-up lines permanently connected and dedicated to the Equipment or Internet or alternate network access. The sole purpose of the dial lines shall be to provide communications backup for the Services. SP is not responsible for the reliability or continued availability of the telephone lines and communications equipment, other than communications equipment supplied by SP and used by SR in accessing the Services. However, SP shall attempt to resolve any communication line problems with respect to the accessibility of the Services.

(Additional terms on next page with required acknowledgment)

Customer Initial: \_\_\_\_\_ Acct: **295679** Agmt: **1025563** Ord: **1025563** DT: 101 Page 1 of 1 AgrSA 08/00



9. **Restrictions on Use.**

- (a) The Services and the Equipment are solely and exclusively for the use of SR and may not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. SR acknowledges that the Services and the Equipment were developed, compiled, prepared, revised, selected and arranged by SP and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of SP and such others. SR agrees to protect the proprietary rights of SP and all others having rights in the Services and the Equipment during and after the Term of this Agreement. SR shall honor and comply with all written requests made by SP or its suppliers to protect their and others' contractual, statutory and common law rights in the Services and the Equipment with the same degree of care used to protect its own proprietary rights. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Services or the Equipment infringe upon any copyright, trademark, or other contractual, statutory or common law rights.
- (b) SR shall not access the Services through any medium or equipment which SP has not authorized in writing, nor may any medium or equipment by which the Services are provided be moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without SP's prior written consent. Services expressly provided by SP for operation on SR's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and SR shall bear all cost and responsibility for such equipment. Unauthorized access or use is unlawful and SP and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use. SR shall not recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment.
- (c) The analysis and presentation included in the Services may not be recirculated, redistributed or published by SR except for internal purposes without the prior written consent of SP and, where necessary, with certain sources of the information included in the Services.
- (d) SR shall not use any of SP's trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with SR, and SR acknowledges that it has no ownership rights in and to any of these names and marks.

10. **Facilities.**

Commencement of the Services is contingent on the availability of the hardware, network access, communications equipment and facilities to SP's specifications. At SR's expense, SR shall install or have installed on SR's premises, and shall modify from time to time at SP's request, all cables, wires, devices, connections or other transmission media equipment and electrical, communications and network connections specified by SP. SR shall not make use of any cables, wires, devices, connections, equipment or network access in connection with the Services not approved in writing by SP.

11. **Return of Equipment and Software.**

Upon termination of this Agreement for any reason whatsoever, SP shall have the right to remove the Equipment and software by which the Services are provided at SR's expense.

12. **Access to Property.**

Any person or persons designated by SP shall have access to the Equipment at all reasonable times for the purposes of installation, inspection, maintenance, repair, relocation and removal. SR acknowledges and understands that SP may monitor, solely for operational reasons, SR's general use of the Services. SR shall at all reasonable times permit SP to have access to the location where the Services are provided for the purpose of ascertaining the use made of the Services.

13. **Maintenance.**

SP to the best of its ability shall maintain and keep the Equipment in good working order and condition so that it will perform its functions satisfactorily. NOTWITHSTANDING THE FOREGOING, SP SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH SR ACCESSES THE SERVICES AND SR SHALL INDEMNIFY SP AND HOLD IT HARMLESS AGAINST ANY LOSS, CLAIM, DEMAND OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING IN CONNECTION WITH THE USE OF SUCH THIRD PARTY COMMUNICATIONS NETWORK. SR shall be responsible for the safekeeping of the Equipment from the time it is received on SR's premises and shall take reasonable steps to prevent abuse to the Equipment. SR shall be responsible for all physical loss, theft, or damage to any equipment used to deliver the Services to SR and shall pay SP the full replacement cost of the Equipment as liquidated damages unless such loss, theft, or damage is due entirely to the fault or negligence of SP. Neither SP nor its suppliers or third party agents shall be responsible or liable, contingently or otherwise, for any personal injury or property damage arising out of the installation, relocation, maintenance, use or removal of the Services and/or the Equipment.

14. **Relocation.**

On reasonable prior written notice, which shall in no event be less than 60 days, and at SR's expense, SP will relocate all or any part of the Equipment. Scheduling of such relocation shall be contingent on availability of communication lines, facilities, equipment and labor. SR acknowledges that interruptions of Services might result from such relocation and that the provisions in paragraph 5 hereof apply to any such interruption.

15. **Assignment.**

SR shall have the right to assign this Agreement or the rights hereunder only with the consent of SP which, in the case of an assignment by SR to any of its affiliates that are in substantially the same business as SR, shall not be unreasonably withheld.

16. **Complete Agreement; Modifications or Waivers; Form.**

This Agreement, together with the Schedule(s), which is incorporated herein by reference, is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto. This Agreement, including the Schedule, and any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

17. **Validity.**

SP and SR intend this Agreement to be a valid legal instrument, and no provision of this Agreement which shall be deemed unenforceable shall in any way invalidate any other provisions of this Agreement, all of which remain in full force and effect. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

18. **Governing Law.**

This Agreement is made and entered into in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts-of-law provisions thereof. The parties hereto, their successors and assigns, consent to the jurisdiction of the courts of the State of New York with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.

Agreed to by:

**SUPERINTENDENCIA DE VALORES Y SEGUROS**

Company Name (Please Type or print)

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature (Duly authorized officer, partner or proprietor)



**HERNAN LOPEZ BOHNER**

Name (Please type or print)

**SUPERINTENDENTE SUBROGANTE**

Title (Please type or print)

**CHILE, Santiago, November 22 the 2002**

Date

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Agreed to by:

**BLOOMBERG L.P.**

By: **BLOOMBERG INC.,**  
General Partner

*[Handwritten Signature]*  
\_\_\_\_\_  
Date

11/26/2002

Date

Account: **295579**

Agreement: **1025563**

Order: **1025563**

DT: 101

Page 2 of 2

AgrSA 08/00



BLOOMBERG L.P.  
499 Park Avenue  
New York, NY 10022  
Telephone: (212) 318-2540  
Facsimile: (917) 369-5540

## BLOOMBERG DATAFEED ADDENDUM

ACCOUNT No: **295579**ORDER No: **1025563**

Addendum to the Bloomberg Agreement No. **1025563** (the "Agreement") between Bloomberg L.P. ("Bloomberg" or "SP") and **SUPERINTENDENCIA DE VALORES Y SEGUROS** ("SR").

**Background**

- A. SP and SR are parties to the Agreement referenced above and the Schedule(s) of Services (the "Schedule").
- B. SR has indicated a desire to receive certain information contained in the Services (the "Information") by means of a datafeed (the "Datafeed") and to distribute the Information and Reformatted Information (as hereinafter defined) to Bloomberg-designated computers of SR equipped with a Bloomberg-supplied keyboard and/or Bloomberg proprietary computer boards (the "Authorized Computers").
- C. SP is willing to provide to SR the Information by Datafeed, subject to the terms and conditions of the Agreement, and as amended by this Addendum.
- D. Capitalized terms which are not defined herein shall have the meanings stated in the Agreement.
- E. If there are any inconsistencies between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall apply.

**Definitions**

- A. "Limited Amount" shall mean a portion or amount of Information that, evaluated quantitatively and/or qualitatively, in SP's sole judgment, does not materially prejudice the ability of SP to exploit the Information or the ability of any source of any part of such Information to exploit such part of the Information or in each case to realize revenue in connection therewith.
- B. "Reformatted Information" shall mean Information in a form in which the underlying Information, in SP's sole judgment, remains identifiable.
- C. "Derived Information" shall mean Information used by SR for the purpose of carrying out calculations and displaying the results.
- D. "System" shall include, without limitation, any software, hardware or other equipment or services used by SR to receive, store, analyze, manipulate or process the Information, Reformatted Information or Derived Information.

**Rights to Use**

1. SP agrees that SR may, solely for the purposes and on the conditions set forth in this Addendum, receive the information by means of a Bloomberg Datafeed into Authorized Computers of SR. SR may use the Information, Reformatted Information and Derived Information for SR's internal business purposes, including without limitation, as input to computer applications on Authorized Computers. In no event will SR permit the Information, Reformatted Information or the Derived Information to be used in any way not specifically authorized by SP. In no event will SR permit the Information or the Reformatted Information to be moved, copied, broadcast, reproduced, ported, or otherwise routed to or used in any fashion on any non-Authorized Computer, printer, display, or application; provided, however, that SR may store the Information, Reformatted Information and Derived Information as set forth herein. SR will take all steps reasonably necessary to ensure that SR's employees comply with all provisions of the Agreement, including this Addendum, and will obtain from its employees appropriate agreements regarding confidentiality and non-disclosure to prevent unauthorized disclosure and misuse during and after the Term.
2. Notwithstanding the provisions of the paragraph titled "Restrictions on Use" set forth in the Agreement and subject to paragraphs 1 and 4 (Rights to Use) of this Addendum, in the ordinary course of business, SR may use and disseminate a Limited Amount of the Information and Reformatted Information to support the primary business of SR; provided, however, that SR may not use or disseminate the Information, Reformatted Information or Derived Information in any manner which could cause the information so used or disseminated, in SP's sole good faith judgment, to be a source of or substitute for the information otherwise required to be supplied by SP or available from SP. Subject to the foregoing restrictions, SR may use the Information, Reformatted Information and Derived Information in SR's services in the nature of providing company research to its customers, trade reporting, portfolio reporting and trade proposals.
3. The number and location of the Authorized Computers are set forth on the Schedule. SR agrees that each Authorized Computer, printer and Bloomberg controller will have a unique address, which will be provided to SP prior to installation. SP shall have all rights with respect to the Equipment provided by SP, including, but not limited to, access to such Equipment; and SR shall have all obligations and responsibilities with respect thereto, as stated in the Agreement.
4. SR agrees to comply with all restrictions on use required by providers of Exchange Data (as hereinafter defined) or Additional Information (as hereinafter defined).
5. SR understands that third-party contributors may choose to inhibit or prohibit their information from being accessed by SR via the Datafeed.
6. It is expressly agreed between the parties that the rights granted to SR under this Addendum do not include the right to store all or any part of the Information or Reformatted Information in databases for access by any non-Authorized Computers, non-Bloomberg subscribers or any third party or the right to distribute any database services containing all or any part of the Information or Reformatted Information. Notwithstanding the prior sentence, SR may, solely for access by and use on the Authorized Computers, store the Information and Reformatted Information on SR's network server for the duration of the term of this Addendum. Upon termination of the Agreement or this Addendum for any reason whatsoever, SR shall use its best efforts to promptly delete or purge any and all Information and Reformatted Information, including copies of the Information and Reformatted Information from any System(s) SR used with the Information or Reformatted Information and SR shall immediately, upon such termination, cease using any and all Information and Reformatted Information. SR shall provide SP with evidence satisfactory to SP of all such deletion and cessation of use. At any time thereafter, if SR finds any Information or Reformatted Information on any of its systems that was not deleted or purged, SR shall at that time promptly delete or purge such Information. Upon termination of the Agreement or this Addendum, SR shall not be required to delete, purge or cease permitted use of (i) Derived Information or (ii) any Information or Reformatted Information that SR is required by a legal or regulatory body of competent jurisdiction to maintain for internal reporting, archiving or storage purposes after such termination.

**Protections**

7. Notwithstanding anything to the contrary contained in this Addendum or the Agreement, SR may not use any portion of the Information, Reformatted Information or Derived Information in any manner that is competitive with any product or service then being offered by SP including, but not limited to, any use of such data that may:
  - (a) result in the displacement of an existing subscription of, or the loss of a potential subscription by, a third party to SP's Information services including, without limitation, services with respect to Additional Information (as hereinafter defined); or

(Additional terms on next page with required acknowledgment)

Customer Initial: \_\_\_\_\_ Acct: **295579** Agmt: **1025563** Ord: **1025563** DT: 107 Page 1 of 2 DatSA 03/00

- (b) result in a reduction of SR's existing or potential subscriptions to SP's Information services, including but not limited to, the number of Authorized Computers and BLOOMBERG PROFESSIONAL service licenses under the Agreement receiving the Information; or
- (c) prejudice the rights of SP or any sources of any part of the Information to exploit its respective portion of the Information. If SP believes in good faith that such service or product of SR competes with SP in the manner specified above, SP may terminate this Addendum and/or the Agreement, pursue any and all remedies in respect of such breach, and may require that SR immediately discontinue its use of the Information and Reformatted Information and comply with the provisions of paragraph 6 hereof.
- 8. SP reserves the right to audit and monitor (whether physically or electronically) (i) the requests of SR for the Information, the Exchange Data, and Additional Information and (ii) the number of Authorized Computers enabled to access the Information, Exchange Data and Additional Information. Subject to the terms of this Addendum, SR shall allow SP access to any of its premises and appropriate access to the Authorized Computers at all reasonable times for the purposes of such auditing and monitoring.
- 9. SR agrees that if as a result of auditing or monitoring by SP under paragraph 8, SR is shown to be using the Information or Reformatted Information on non-Authorized Computers, except as permitted by this Addendum, or other computers enabled to access Exchange Data or Additional Information additional to those listed on the Schedule, SR shall be liable to pay additional charges and/or Exchange Fees (as defined herein) and/or Additional Information Fees (as defined herein) in respect of each such computer or display, such charges or fees to be calculated from the day following actual installation of the initial services. In addition, SP shall have the right in such event to terminate this Addendum and/or the Agreement and to pursue any and all remedies in respect of such breach.
- 10. The number and location of Authorized Computers enabled to access Exchange Data and Additional Information are as shown on the Schedule.

**Reports**

- 11. SR agrees to maintain a log and produce a report to SP on a monthly basis, or as reasonably requested, listing the number of Authorized Computers per location and the unique address of each Authorized Computer.
- 12. As requested by SP, SR shall provide to SP a certificate signed by SR's external or internal auditors or such other authorized person acceptable to SP verifying the most recent of the reports referred to in paragraph 11 above and the service charges paid by SR and confirming that SR is in compliance with all terms and conditions of the Agreement and this Addendum.
- 13. SR will include in the monthly report the number and location of Authorized Computers enabled to access stock and commodity or other applicable exchange data included in the Services ("Exchange Data") and/or information included in the Services under agreements between SP and the providers of such information ("Additional Information"), as are shown on the Schedule. SR shall pay all fees charged by the relevant exchanges for access to Exchange Data ("Exchange Fees") or fees charged by the relevant third party for access to Additional Information ("Additional Information Fees"). SR acknowledges and accepts that such fees may be charged on the basis of each Authorized Computer enabled to access such data or information and that the basis of charging and amount of such fees may change upon notice.

**Display Requirements**

- 14. SR agrees to identify the Information and Reformatted Information by displaying it in accordance with the following rules:
  - (a) any third-party contributed data contained in the Information shall be identified by the name of the third party or as otherwise required by such contributor.
  - (b) any data contained in the Information and Reformatted Information contributed directly by SP shall be identified as Bloomberg data.
- 15. SR will ensure that all real-time Information is displayed with SP's time stamp as supplied to SR and will use its best efforts to ensure that:
  - (a) its computer system will respond in less than three (3) seconds to all requests to display the Information as permitted by this Addendum and the Agreement.
  - (b) where the Information is displayed in real-time, it will be displayed in less than three (3) seconds from the time it is received through the Datafeed into the Authorized Computers.
- 16. SR shall pass on all SP-provided system status messages to the Authorized Computers which are displaying any Information and Reformatted Information.
- 17. All Exchange Data and Additional Information shall be displayed by SR in accordance with the rules of the relevant exchange(s) and Additional Information providers.

**Additional Terms and Conditions**

- 18. SR agrees that SP is not responsible for any fault, inaccuracy, omission, delay or any other failure in the information, the Reformatted information, the Derived Information, the Exchange Data or the Additional Information caused by SR's computer equipment or arising from SR's use of the Information on such equipment.
- 19. If SR is a Trading or Portfolio system user of SP's Information systems, paragraphs 6 and 14 of this Addendum shall not apply to information which originates from securities stored in Trading or Portfolio system.
- 20. This Addendum, including any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

Agreed to by:  
**SUPERINTENDENCIA DE VALORES Y SEGUROS**  
Company Name (Please Type or print)

Company Name (Please Type or print)

Signature (Duly authorized officer, partner or proprietor)

**HERNAN LOPEZ BOHNER**

Name (Please type or print)

**SUPERINTENDENTE SUBROGANTE**

Title (Please type or print)

**CHILE, Santiago, November 22 the 2002**

Date

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Agreed to by:  
**BLOOMBERG L.P.**  
By: **BLOOMBERG INC.**,  
General Partner

By: **BLOOMBERG INC.**,  
General Partner

Signature (Duly authorized officer, partner or proprietor)

11/26/2002

Date



# Bloomberg

## ADDENDUM TO BLOOMBERG AGREEMENT (CHILE)

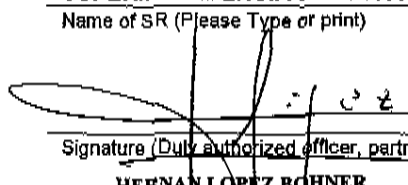
The terms of this Addendum are supplemental to BLOOMBERG AGREEMENT Number **1025563** (the "Agreement") of even date herewith between BLOOMBERG L.P. ("SP") and **SUPERINTENDENCIA DE VALORES Y SEGUROS** ("SR") and the Agreement shall be deemed amended as appropriate. The defined terms used herein shall, unless the context otherwise requires, have the same meanings as used in the Agreement.

1. This is a Services Agreement by means of which SP provides information and data from abroad. The act and action of using software and equipment is incidental to the main purpose of this Services Agreement.
2. To the extent any provisions of the Agreement are found to be in violation of Chilean law and therefore are not enforceable as written, the Agreement shall be deemed amended in order to comply with Chilean law.
3. If any term, provision, covenant or restriction of the Agreement is held by a Chilean court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
4. It is hereby understood that SP may subcontract certain support services under the Agreement to its wholly-owned subsidiary, Bloomberg Chile Limitada, a Chilean limited liability company.
5. Except as set forth in this Addendum, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Addendum by their authorized representatives as of the date first written above.

Agreed to by:  
**SUPERINTENDENCIA DE VALORES Y SEGUROS**

Name of SR (Please Type or print)

  
 Signature (Duly authorized officer, partner or proprietor)

**HERNAN LOPEZ BOHNER**

Name (Please type or print)

**SUPERINTENDENTE SUBROGANTE**

Title (Please type or print)

**CHILE, Santiago, November 22 the 2002**

Agreed to by:  
**BLOOMBERG L.P.**

By: **BLOOMBERG INC.,**  
General Partner

  
 Signature

Date

11/26/2002

Date

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Account: 285679 Agreement: 1026583 Order: 1025563 DT: 111 Pg: 1 of 1 AddCK 03/00

