

MINERGY SCOUTING: MINING AND ENERGY SCOUTING

PROGRAM RULES

The National Society of Mining, Petroleum and Energy (SNMPE) through its Technology and Innovation Committee and the Center for Entrepreneurship of the ESAN University presents their first international innovation program called MINERGY SCOUTING 2021. The main objective is to promote and support technological innovation processes for all related companies.

Minergy Scouting aims to find easy-to-implement technological solutions for the main challenges that companies face in the mining and energy sector in Peru. For this reason, the National Society of Mining, Petroleum and Energy (SNMPE) encourages startups and technology suppliers to help solve the current challenges of companies from our sector. This way, they will create a positive impact for the community and the sector.

What is a Scouting?

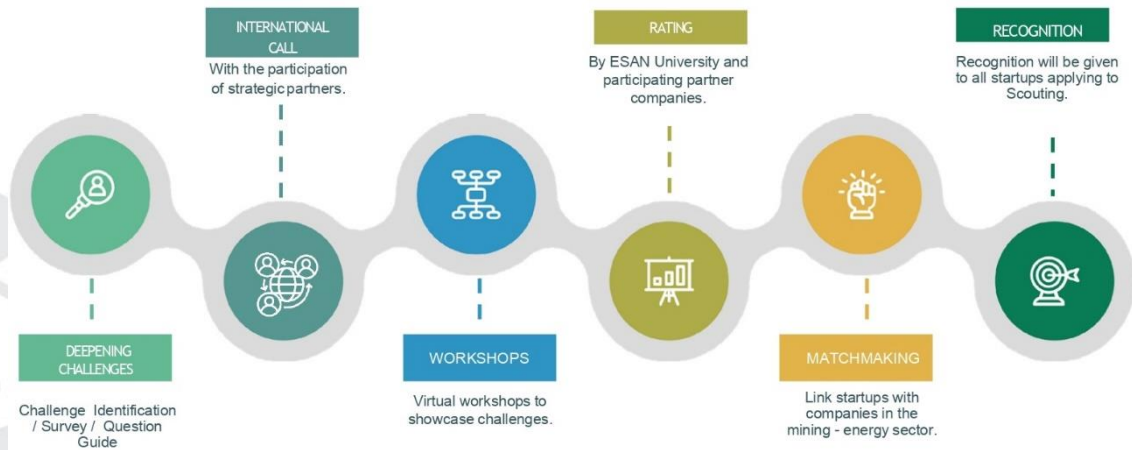
The concept of "Scouting" refers to the process of connecting large companies with startups with mutual interests. Through Scouting, big companies have the opportunity to contact groundbreaking and fully innovative startups. Their innovative products and services will help us to find new solutions to face the challenges of any industry.

OBJECTIVES

- Promote innovative solutions to face all the challenges of the mining and energy sector.
- Create ties between companies in the mining and energy sector with national and international technology suppliers to promote innovation.
- Find rapid-implementation solutions for the main challenges of the energy and mining sector, in order to create a positive impact for the industry and the community.
- Identify potential technology suppliers and startups that see Peru as an attractive destination for investment in the mining and energy sector.

STAGES

The following chart describes each of the stages of the Minergy Scouting.



CHALLENGES TO SOLVE IN MINERGY SCOUTING

a. Organizational development

In our sector, it is important to develop new tools to improve corporate practices at the organizational level. Especially, in today's virtual environment, because it demands us to look for innovative strategies to strengthen the commitment of our employees.

Remote work needs technological solutions that facilitate interaction among all the employees and improve all processes, without putting the security of the information at risk. This is today's biggest challenge.

b. Ties with the communities

It is important to make close ties with the communities that live in the nearby areas of our activities. We believe that the only way to make any economic activity feasible is by creating good relations among both actors: the company and the community.

For this reason, we seek solutions that consider creating good means of communication with the communities. These solutions should listen their needs more effectively, in terms of education, health, connectivity, training, economic development, among others.

c. Environment

The energy and mining sector complies with the highest standards in terms of environmental care. However, we know that it is important to keep improving our practices for the sustainable development of our activities.

We look for solutions that improve the statistics of energy efficiency, input reuse, carbon footprint, energy matrix, soil recovery, environmental remediation, among others.

d. Operations

The pursuit of excellence in our operational processes is an inherent value of the mining and energy sector. Our sector is always looking for new ways to improve each stage of their operations.

Our goal is to find the most viable plans to improve our operations through the application of technological solutions, such as automation, robotics, among others. This should be applicable to each part of our operational processes.

e. Productivity

As an industry, we are constantly looking for new ways to maximize our productivity indicators, to be more profitable, and to create more resources for the economic growth of the country.

For this reason, we are looking for solutions that lead us to produce more with less. Also, these solutions should speed up our activities, reducing the time it takes us to execute each phase of the industry's operational processes, and more.

f. Occupational health and safety

For all serious companies, their most important aspect is the life and health of the members of their teams. In particular, the mining and energy sector has rigorous policies on occupational health and safety. This sector invests in technology, in training, and in the implementation of new protocols to safeguard its employees.

We seek solutions that help us to improve these protocols and help us to reduce occupational accidents during the mining and energy operations.

PHASES: ACTIVITIES TO CARRY OUT

PHASE 1: PARTICIPANTS' REGISTRY

In this opportunity, Minergy Scouting is aimed at startups and companies with more than two years of operation and establishment. At the same time, it is aimed at companies from any business sector with technological and innovative solutions for the big challenges of the companies in the mining and energy sector.

Participating companies must have all the necessary elements for the development of their solutions during the course of this event, as specified in these rules.

The registry of all participants must be done through the platform "Kusqa" at <https://usuarios.kusqa.com/participantes/login>. You must complete the following information:

- a) The online registration form (Registration of the participating company)
- b) Solution proposal form
- c) Affidavit of compliance with legal aspects and acceptance of the conditions established in these rules according to (Annex N° 2)
- d) Company's information confidentiality form (Annex N° 3)

The documents mentioned in points "c" and "d" will be available to download from the Kusqa platform at the time of registration. These must be signed and scanned in PDF format. Then, they must be uploaded to the website for later verification.

General conditions for the participants.

Participating companies and startups must meet the following requirements:

- a) Participating companies must indicate a maximum of 3 of their members.
- b) Each company must choose one representative member, who will be the responsible for all communications with the organizers.

PHASE 2: REQUIRED SOLUTIONS AND ASSESMENT OF THE PARTICIPANTS' SOLUTIONS

We look for innovative solutions with a level of development and maturity according to the TRLs (Technology Readiness Level). These solutions may be one of the following types:

- Applications for mobile or desktop devices (web, native, hybrid).
- Web services that can be used by multiple clients.
- Physical, mechanical, or electronic devices.
- Mechatronic or automata devices, among others.

We will only accept solutions of the TRL4 category and above. Descriptions of each TRL are indicated in annex (1). We will not accept solutions in the categories from TRL 1 to 3.

To pass to the Matchmaking phase, all solutions will be previously evaluated under the guidelines established in the following table.

Guidelines	Challenge Description	Score
Solution proposal	The solution clearly describes the functionality and benefits of their product or service. It also shows how it helps to solve the specific challenge.	25%
Originality / Innovation	The solution is highly innovative. It is very different from what it currently exists and there is nothing similar in Peru.	25%
Feasibility / Viability	The product is easy to implement, and it shows us viability in terms of resources, supplies and equipment. It does not have barriers that block its implementation.	25%
TRL level	Technological Readiness Level (Equal to or above TRL 4)	25%
		100%

The solutions presented by each team will be evaluated by 3 independent entities, who will determine the teams that will qualify to participate in the MATCHMAKING phase according to the criteria established in the previous table and depending on their scores. The final decision will be based under the following formula:

$$ESAN \times 20\% + PROMPERÚ \times 20\% + EME \times 60\% = TS$$

ESAN: ESAN University

PROMPERÚ: The Commission for Promotion of Export and Tourism

EME: Mining-energy company responsible for the challenge

TS: Total score

The minimum % to pass to the next phase will be of **70%**. The final results will be communicated to each team.

If necessary and if the company responsible for the challenge demands it, virtual interviews will be held with the participating companies for selection.

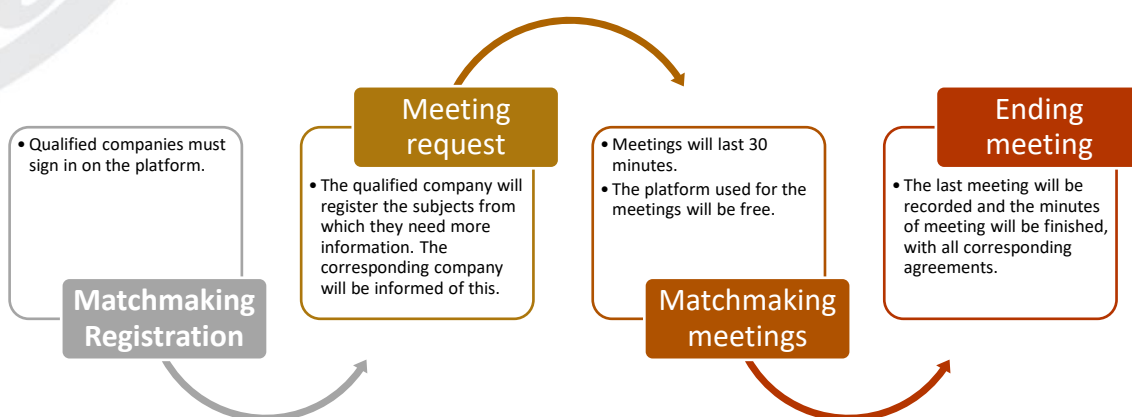
PHASE 3: MATCHMAKING

Only companies considered as APPROVED and which have sent all the documents described in phase 1 will participate in this phase.

During this phase, there will be active collaboration between participating companies and companies from the sector so they can put the final touches on their solution proposals. This will help them to find relevant information that will allow them to make more progress.

The entire Matchmaking process will last three weeks. During this time, virtual meetings will be held between participants and the company.

This phase will be carried out throughout the following stages:



All activities will be carried out at different times during the 3 weeks of the Matchmaking period. During this time, all qualified companies can improve and develop their solution proposals until the day of the final presentation.

a. Matchmaking registration:

For this stage, qualified companies must sign in on the event platform. In addition, the company responsible for the challenge will register its members for the matchmaking confirmation.

b. Meeting request:

During the previous registration, qualified companies must register or indicate the subject for the start of the Matchmaking phase. This subject will be communicated to the company that owns the challenge in order to foresee the request for information. All companies will be notified in advance of the schedule to request matchmaking meetings. This will depend on the availability of the corresponding company. Matchmaking meetings will be confirmed by both parties by email.

c. Matchmaking meetings:

Matchmaking meetings can last a minimum of 15 to 30 minutes. The platform for these meetings will be of free choice. All meetings must finish by filling out a form sent by ESAN University. This form should be registered at the end of each matchmaking session and must be completed by a representative of the qualified company.

d. Ending Meeting:

During the last week of the matchmaking process, the final meetings will be held. At this point, all activities will be defined: activities already carried-out and activities yet to be carried out between the qualified company, and the mining and energy company. This last meeting must also be uploaded on to the platform.

PHASE 4: RECOGNITION

This is the last phase of Minergy Scouting. Here, all qualified companies that successfully complete the matchmaking process will have the opportunity to make their business presentations before companies associated to the SNMPE and the community.

Final presentation:

The final presentation will be made through our zoom platform. For this, we will invite companies associated to the SNMPE, subject to their availability. Participating companies will be grouped by challenges, and presentation date will be communicated in due time.

Before final presentations, a virtual workshop will be held with all participating companies in order to define the guidelines for the final presentation.

GENERAL POINTS:

A) Enquiries

The Organizing Committee of the event will answer questions and will clarify points that parties may not have completely clear regarding these Rules. All queries may be sent to the Organizing Committee at the attention of Yenny Castillo, to ycastillo@snmpe.org.pe; or to Ms. Lorena Alfaro, with phone number 941993736, or to lalfaro@esan.edu.pe.

B) Contestations

The results cannot be contested by the participants or by third parties.

C) Disqualification criteria

Participants accept all the terms established in these Rules. The breach of any article mentioned on this document will disqualify them. Participants will be automatically disqualified if they:

- Present solution proposals that have computer viruses, computer worms, spywares or other malicious, deceptive, or designed components either to restrict or damage the functionality of a computer, or to have access to the personal information of the users of the application.
- Submit any contribution that is false, inaccurate, misleading, or infringes on third party copyrights, patents, trademarks, trade secrets, property rights, publicity rights, or privacy rights.

D) Legal aspects

- The information provided by the participants must be correct, truthful, and complete. They will be responsible for the lack of veracity or accuracy.
- All participants know and accept that they will submit their proposals to the National Society of Mining, Petroleum and Energy (SNMPE) under their sole and exclusive responsibility and at their own risk and expense.
- Similarly, they compromise to hold harmless the SNMPE before third-party claims and before legal, administrative, or judicial actions that may be started by third parties concerning rights related to the technical work.
- Participants authorize that the information generated from their participation in Minergy Scouting (such as their name, image, project information or other) will be licensed to the SNMPE in a free, non-exclusive way, and transferable to third parties, as well as worldwide for their use. This could be done through physical or digital material in order to increase the level of diffusion of it and for promoting it better.
- In accordance with Law N° 29733, Personal Data Protection Law, participants who sign in for this event will automatically grant their consent for the use of their personal data. They accept that the SNMPE may transfer this data to third parties for the following purposes: Include this information in the institution's contact data bank. This information will be used for institutional communications and for promotion of the event, for statistical purposes, institutional and administrative procedures. We will keep this information as long as they are necessary for the monitoring of the event's activities. All participants have the right to access to this information, rectify it, modify it or cancel it. They only have to send a message to the means of communication mentioned on this document.
- All participants must keep absolute confidentiality and be discreet regarding the information that they may receive by any means at any stage of this Program, and regarding any of the companies of our sector. They can only use the information for this Program, and not for their own benefit, nor the benefit of third parties.

INDUSTRIAL AND INTELLECTUAL PROPERTY

- All participants confirm and guarantee under their sole responsibility that the content of their solutions is original and they have full ownership of it. They confirm that they have not infringed the intellectual property rights of third parties, including copyrights, trademarks, patents, trade secrets, privacy and publicity rights. They confirm that the content is not illegal, nor has it ever violated any contractual obligation with a third party. It also does not violate or break any law or regulation in force within the Peruvian territory.
- All participants confirm, accept and guarantee that they will not present solutions that have computer viruses, computer worms, spyware or other malicious and deceptive components. These solutions will not be designed to restrict or damage the functionality of a computer and/or have full access to the personal information of the application users.
- All participants declare, accept, and guarantee that they will not present solutions that may be considered as defamatory, slanderous, racially or morally offensive, unlawful or illegal. These solutions cannot threaten or harass any person, society or corporation. In general, solutions cannot do anything that is a criminal offense by the Peruvian legislation.
- All participants confirm that they have not negotiated or signed a contract and/or made business regarding their solution proposal. They do not have limitations or prohibitions of commercial nature to present their solution in this Program.
- Copyrights belong to the creators of their respective works and their contents. Notwithstanding this, the winners of the Contest confirm they approve and give consent regarding the use of their ideas, their applications, and their data for the promotion of this Program by any means, including sharing this information on the website of this Program or in social networks. The use of these copyrights will not lead us to any type of financial compensation.
- All participants are responsible for the legality of the software used, in case any software needs to be used for their solution proposal.

ACCEPTANCE OF TERMS AND CONDITIONS

- By participating in this Program, all participants confirm that they accept and fully approve all terms and conditions mentioned in this document and they accept the interpretative decisions made by the Organizing Committee.
- In the event of disagreement between the participants of this Program and the interpretation of these Terms and Conditions by the Organizing Committee, both parties agree to be subjected to the resolutions of the Organizing Committee. This Committee will solve disputes in a final and unappealable manner at their sole and absolute discretion.

RESPONSIBILITIES OF THE ORGANIZING COMMITTEE

- Any doubts or misinterpretations regarding the Terms of this document will be resolved internally by the Organizing Committee.
- The Organizing Committee will not be responsible for any mistake in the reception or issuance of communications. Only participants will be responsible for communicating appropriately about any changes of their addresses, their telephone numbers, their emails, and any other means of communication.
- Anything not mentioned in these Terms and Conditions will be resolved by the Organizing Committee at its sole and entire discretion.

ANNEX N° 1

Technology Development Levels to Propose Your Solution

Technological Readiness Levels	Description
TRL 1.	1. Basic principles
TRL 2.	2. Technological concept and/or request made
TRL 3.	3. Analysis and experimentation of the critical function and/or concept characteristic testing
TRL 4.	4. Pilot testing of components in a laboratory environment
TRL 5.	5. Pilot testing of components in a work environment
TRL 6.	6. The prototype is tested in an extreme working environment (land surface or space)
TRL 7.	7. Testing in a real work environment (space)
TRL 8.	8. A finished system. The system has been approved for its use after laboratory and work tests (land surface or space)
TRL 9.	9. Successful operation

ANNEX N° 2

Affidavit of Acceptance of all the Conditions Established by the Rules of the First Minergy Scouting Program

Lima, _____ of 2021

Dear Organizing Committee MINERGY SCOUTING

As a participating entity, the members of our company ACCEPT to comply with all the rules, terms and legal conditions mentioned before in the MINERGY SCOUTING program, which is organized by the National Society of Mining, Petroleum and Energy (SNMPE) and the ESAN University. The Company and its members also guarantee that all the information provided by them is true. If they get the approval for the Matchmaking Phase, they agree to participate diligently in all the activities planned by the Organizing Committee.

In witness whereof, I sign this document in the place and on the date specified above.

Signature

ID number

Company Representative

ANNEX N° 3

Lima, [*] of [*], 2021

CONFIDENTIAL

Recipient: [*]

[Address]

Attn: [*]

Subject: Confidential information

To whom it may concern:

The undersigned (the "Participant") has expressed its interest in participating in the Mining and Energy Scouting Program (Minergy Scouting), which is organized by the National Society of Mining, Petroleum and Energy (SNMPE) through its Technology and Innovation Committee, and the Center for Entrepreneurship of the ESAN University (the "Program"). For this reason, the Participant will receive private and confidential oral and written information concerning [name of the mining and energy company] (the "Company"). On the other hand, the Company will receive private and confidential oral and written information prepared by the Participant. Hereafter, the Participant and the Company will be referred together as the "Parties".

The term "Confidential Information" refers to any written, oral, digital, or any other form of information given by one of the Parties, or its representatives, to the other Party within the framework of this Program (regardless of the time of reception of this information, whether it was before or after the signing of this document). The term also refers to all analyses, information gathering, studies or other documents that the Participant and its representatives might have prepared with information from the Company.

In this regard, the Parties hereby agree as follows:

1. The Confidential Information will be used solely for the purpose of assessing potential technological solutions of easy implementation for the main challenges faced by companies in the mining and energy sector in Peru, including the Company, within the framework of this Program. In this regard, the Parties expressly undertake to keep the strictest confidentiality and reservation regarding Confidential Information. They agree not to disclose, use, commercialize or exploit this information in any way and by any means, for their own benefit or for the benefit of third parties. They also agree not to cause any type of damage to the other Party, its affiliated companies, shareholders, directors, officers, officials, employees, administrative and auxiliary personnel, representatives, agents, lawyers, accountants, consultants, and other external advisers. They can disclose information if they have the written authorization of the other Party, through their legal representatives.

Notwithstanding the foregoing, the Participant may share Confidential Information with the people mentioned in Annex 1 of this letter, and who must comply with all the terms and conditions established in this document (the "Authorized Representatives"). The Participant agrees to be responsible for any breach of the confidentiality provisions of this document signed by the Authorized Representatives. The Participant also agrees to hold harmless the Company and its respective affiliates, directors, officers, employees, agents, and advisers against all expenses, costs, claims, damages, losses, liabilities, and any damages (including attorneys' fees and reimbursements) that come up after the breach of the strict confidentiality obligations mentioned in this letter.

2. The term "Confidential Information" does not include any information that: a) is or will be available to the public, without the other Party having disclosed it in contravention of the terms of this letter of agreement, or b) the Parties authorize in writing to disclose.
3. When requested in writing by the Company, the Participant will destroy or will give back to the Company, as soon as possible, all copies of the Confidential Information that they might have in its possession. They will have to contact their Authorized Representatives to act the same with all the documents that they have in their possession.
4. The Participant understands and recognizes that the Company does not guarantee or refers, explicitly or implicitly, to the accuracy or degree of completion of the Confidential Information. This letter of agreement will not generate for the Company or its representatives any type of liability towards the Participant or their Representatives regarding the use of Confidential Information.

5. The Participant understands and agrees that this letter of agreement will not lead to any binding contract or agreement between the Parties regarding any transaction or commercial agreement, unless a final agreement has been entered into.
6. It is understood that any delay to exercise or even the failure to exercise any right, faculty or privilege by the Parties and mentioned in this document will not represent a renunciation on them. Besides, the partial or the one-time exercise of any right, faculty or privilege mentioned in this document will not impede the Parties to use them again in the future.
7. This letter of agreement and all the obligations mentioned here will be considered terminated and will lose force and effect i) on the date on which a final and binding agreement is formalized between the Parties, or ii) two (2) years after the entry into force of this document. This is established in clause number 9 below.
8. This letter of agreement shows the entire agreement between the parties, as well as it replaces and gathers all previous oral or written agreements. These agreements can be modified only by a written document signed by both parties, and it will be governed by Peruvian law.

The Parties agree that any disagreement or controversy that may arise between them regarding this confidentiality agreement, including those points that refer to its nullity or invalidity, will be resolved between the parties directly under the best terms. However, if this cannot be resolved amicably between them, it will be submitted to arbitration before The Center of National and International Conciliation and Arbitration of the Lima Chamber of Commerce, hereafter the "Center". The decisions of this body will be final and unappealable. Both parties will be subject to the Regulations of this Center. Also, the Parties will obey their rules and administration regulations. Both parties confirm that they know and accept these regulations entirely. A panel of three arbitrators will be appointed. Each party will choose one arbitrator. The third one will be chosen by common agreement by the two (2) arbitrators previously chosen by the parties.

Both Parties can file a petition, a dispute, or a claim to arbitration, after giving a written notice to the other Party.

In case judicial assistance is required, the parties renounce the jurisdiction that may correspond to them due to their domicile and submit to the judges and courts of Cercado de Lima.

9. This letter will become effective on the date in which the Company signs its approval.

10. This letter of agreement may be given in several copies. Each one of these will be considered as an original. However, they will all be considered as a unique binding document.



If you agree with the above, please sign and return a copy of this letter of agreement to the Company as a sign of the agreement between the parties of all the matters of this letter.

Sincerely,

[Legal representative of the company]

By:

Name:

Position:

Address:

CONFIRMED AND ACCEPTED

on the date stated at the beginning of this document:

[Mining and energy company]

By:

Name:

Position:

Address:

Annex 3.1

Authorized Representatives

Name and last name	ID document	Position	E-mail