



DIGITAL EQUIPMENT CORPORATION

Russell A. Gullotti
Vice President

Digital Drive
Merrimack, New Hampshire
03054-9501

05 July 1994

Mr Andres Navarros, President
(San Diego) Chile Distributor
SONDA LTDH
Teatinos 574, San Diego Chile

Dear Andres:

The purpose of this letter is to follow up on our meeting last month, in which we discussed issues affecting the business of SONDA and Digital, and your request that we consider terminating our joint venture.

We have done an analysis and concluded that SONDA is indeed one of the better decisions we have made in terms of investment for Digital, and we expect that under your leadership, combined with the outlook for positive business development in Latin America, and our continued commitment to supply leading edge technology and products to the marketplace, SONDA will continue to grow successfully. We have therefore decided that it is not in our best interest to terminate our agreement at this time.

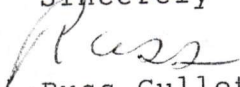
In regards to recent developments relative to master resellers doing business in Latin America, and the impact it might have on the business of DEAL, it would perhaps be appropriate for us to reevaluate the role of DEAL in the future, if you think this is worthwhile doing.

I believe that our two companies will benefit greatly from a continued relationship, particularly with our added focus in developing partnerships that can add value to our technology, products and applications. SONDA will be an even greater asset in the Latin America market as we implement this strategy.

I discussed all of this with Harry Copperman who is, as you know, my replacement in the Americas. He concurs fully.

Please feel free to call me, Luis or Harry if you would like to discuss this further.

Sincerely


Russ Gullotti
Vice President,
Worldwide Manufacturing & Logistics

CC: Harry Copperman
Luis Zuniga



DIGITAL EQUIPMENT CORPORATION

Russell A. Gullotti
Vice President

Merrimack, New Hampshire
03050-4303

January 25, 1993

Mr. Andres Navarros, President
(San Diego) Chile Distributor
SONDA LTDH
Teatinos 574, San Diego Chile

Dear Andres:

As you may know, I have taken a new assignment within Digital. I have left my previous assignment as Vice President for the Digital Services organization on a worldwide basis and have assumed responsibilities to manage Digital Sales and Service operations for the United States.

Given this change of position, it seems to be inappropriate, in my opinion, to remain on the Board of Directors for Sonda and hence, I have submitted a letter of resignation from the Board.

I will say Andres, that my brief exposure as a Board member to yourself and to your company has been a wonderful experience. I often find myself using our Sonda joint venture as an example of how things work when they work very well. I also use your model of doing systems integration as a way to make a point with our systems integration people throughout the world.

The fact that I will no longer be on the Board of Directors should not mean that you and I do not find an occasion to meet or speak with each other periodically. I look forward to continuing our relationship and do invite you to please call me any time you believe I can be of assistance to you.

Sincerely,

Mr. Russ Gullotti
Vice President, U.S. Area

cc: Bobby Choonavala

Dissolution articles; 3.3.3., 7.,

*file
Sandoz*

SHAREHOLDER'S AGREEMENT

BETWEEN

DIGITAL EQUIPMENT CHILE LIMITADA
AND
INVERSIONES PACIFICO LIMITADA AND ANOTHER

In Santiago, Chile, on the 30th. day of September, 1991,
between:

DIGITAL EQUIPMENT CHILE LIMITADA, a limited liability company, domiciled in this city, Agustinas Street N° 853, Second Floor, represented for the purposes of signing this Agreement by their attorney-in-fact Mr. Richard Poulsen, employee, having the same address as the company represented; and the companies INVERSIONES PACIFICO LIMITADA and INVERSIONES ATLANTICO LIMITADA, both being limited liability companies, domiciled in this city, Teatinos Street N° 574, represented for the purposes of signing this Agreement by its managing shareholders, Mr. Andrés and Mr. Pablo Navarro Haeussler, civil engineers, having the same domicile as the companies, enter into this agreement as defined in the following clauses and for the purposes of this agreement are referred to as "DIGITAL", "IP", and "IA", respectively.

Recitals

1. The parties hereto desire to jointly own a closed stock corporation that will operate under the name or trade name of

① Monthly financial reports required.

SOCIEDAD DE PROCESAMIENTO DE DATOS S.A., for the abbreviation SONDA S.A. can be also used, for the purpose of providing services and products to distributors and users in certain Latin American countries and developing certain information technology products.

This closed stock corporation is the result of the transformation of the limited liability company Sociedad Nacional de Procesamiento de Datos Limitada, as instanced in the Corporate Charter evidenced by public deed dated September 16, 1991, granted before Notary Public Mr. Humberto Quezada.

In accordance with the Corporate Charter, the purposes of the company, among others, are related to "hardware" and "software" computer products manufactured and/or supplied by Digital Equipment Corporation of Maynard, Mass., U.S.A. ("DEC"), by the Sociedad Nacional de Procesamiento de Datos Limitada itself, which will be transformed into a corporation with the name indicated, Santiago, Chile ("SONDA") and other suppliers.

2. IP and IA are owners of 45% and 5%, respectively, of the stock equity of SONDA.
3. Digital has bought from its owner, Inversiones Océano Pacífico Limitada, SONDA's remaining 50% stock equity, in accordance with a Stock Purchase Agreement executed on this same date.

In accordance with the previous recitals the parties adopt the following AGREEMENTS

SECTION ONE. CLOSED STOCK CORPORATION

1.1 The corporation

- a) The name or trade name is Sociedad Nacional de Procesamiento de Datos S.A., or for all effective purposes, the abbreviated name SONDA S.A. may also be used.
- b) The corporation is legally domiciled in Santiago, Chile.
- c) The only shareholders will be IP and IA, with ownership of 45% and 5%, respectively, of the issued shares, and DIGITAL with the 50% remaining shares
- d) The Board of Directors may decide to propose to its shareholders a stock option plan by which the employees could acquire up to 10% of SONDA's total stock equity. For this purpose, each party hereto will provide an equal percentage of the shares it owns.

1.2 Purpose of SONDA

The basic purpose for which the parties have agreed to join in incorporating SONDA are to make use of, develop and capitalize on the organization and administrative system that SONDA has implemented throughout the years and which has demonstrated its efficiency, thereby achieving a leading position in the market. SONDA's business dealings will continue as always, under the current philosophy and entrepreneurial culture that has inspired it, optimizing the sale and services of DIGITAL and SONDA products, and developing applications based on DIGITAL's and SONDA's "hardware" and "software" products in the territory or

area (hereinafter the "Territory") that corresponds to the Latin American countries indicated in Exhibit A

The nature of SONDA's principal activity, which is that of system's integration, supposes the offer of a broad variety of products and services to its clients of different brands and sources.

1.2.1 Statement of Objectives

The objectives of SONDA shall be to provide a wide range of products and services to distributors and end users in those same Latin American countries, referred to herein.

The aforementioned is without detriment to:

SONDA's authority to openly market its own hardware and software products in other territories not included in this agreement.

1.2.2 Services

Services shall include:

- a) Hardware Services, Software Services and other Customer Services in connection with those products and associated equipment which are produced, marketed or maintained by SONDA or DEC, whether they are installed or intended to be installed in the Territory.
- b) Pre-sales support, sales and technical consultancy to Digital's authorized distributors in the Territory in order to maximize the sale of DEC products in the Territory.

- c) System Integration service. This is the integral service that SONDA provides which satisfies client requirements in the most efficient and convenient manner. This service - which is referred to as "System Integration"- consists of providing the client with a wide variety of hardware, software and services of different brands and from different suppliers, to which SONDA adds value for the purpose of optimizing its operability as a functioning unit.

1.2.3 Statement of Objectives - Products Development

- * Transfer all existing products to the DEC platforms (e.g. RISC, UNIX, SANTA CRUZ, ALPHA).
- * Focus on the marketing of existing and new products and development of the latter (e.g. in the health care area).
- * Develop, particularly, new systems for utilities, (i.e. electricity, gas and water).
- * Formulate specific development and promotion plans of the main applications and existing services, being these applications from SONDA or other distributors, as well as third parties companies, such as:
 - Administrative system: Accounting, Inventory, Customers, Suppliers, Budgeting, Fixed Assets, etc.
 - Banking Solutions: STF, SONDA Banking System, etc.
 - Insurance Application Systems.

- Social Security and Pension Plan Systems.
- Automatic Process Control.
- Hospital Administration.
- Public Utilities Application Solutions.
- Airline Reservations / Administration Systems.
- Time and Access Control Systems.
- Health Insurance Systems.
- Application Conversion Services.
- Ad-hoc Software Development and Integration Systems.
- Other Internal and External Services.

1.2.4 Statement of Objectives - Subsidiaries

SONDA's subsidiaries will not form any subsidiary without previous approval, given in writing, by DIGITAL, IP and IA.

1.2.5 Statement of Objectives - Business Plan

The mutually established business plan for SONDA's first fiscal year of operation is attached hereto as Exhibit B and made an integral part of this Agreement.

1.2.6 Implementation of Objectives

The implementation of the above purposes and objectives may require special agreements between DIGITAL or DEC, SONDA, IP and IA. Nevertheless, and notwithstanding any provision hereof, said eventual agreements shall be executed pursuant the terms freely and exclusively determined by each party at its own discretion.

1.3 Changes in SONDA's Corporate Charter

It is mutually agreed that the shareholders can introduce changes into SONDA's corporate charter and by-laws as deemed necessary in order to conform with the requirements of the Corporations Law of the Republic of Chile.

1.4 Legal Expenses

Each party shall bear its own legal expenses in connection with the preparation, negotiation, and execution of this Agreement.

SECTION TWO. EMPLOYEES

IP and IA will cause SONDA to discharge any and all legal obligations beyond those accounting entries which are provisional liabilities only, such as severance payments and liabilities or others vis-a-vis the employees.

SECTION THREE. OPERATION OF SONDA

3.1 Voting of Shares

The parties of this Agreement as shareholders of SONDA, shall exercise the votes attached to their respective shares, in a

manner so as to accomplish the purposes of this Agreement. They therefore agree that the six (6) regular directors and their respective alternates of the Board of Directors, shall be elected:

- a) By IP three regular directors and their respective alternates; and
- b) By Digital three regular directors and their respective alternates.

In accordance with the aforementioned, IP and DIGITAL agree to carry out the following designations as members of the first Board of Directors:

IP

Regular Directors and their respective Alternate Directors:

- | | |
|-------------------------------|-------------------------|
| 1) Andrés Navarro Haeussler | 1) Ricardo Majluf Sapaj |
| 2) Pablo Navarro Haeussler | 2) Mario Pavón Robinson |
| 3) Guillermo Matta Fuenzalida | 3) Daniel Silva Silva |

DIGITAL

Regular Directors and their respective Alternate Directors:

- | | |
|----------------------------|------------------------|
| 1) Richard Poulsen | 1) Richard B. Finn Jr. |
| 2) Russell Anthony Gulotti | 2) Glenn Robert Boston |
| 3) David Leighton Spratt | 3) Ivan Lee Pollack |

3.2 Change of a Director

In the event of a vacancy of a regular director and of its respective alternate on the Board of Directors, a new designation will be made by the same party that named the individual who caused the vacancy in the first place.

3.3 The Board of Directors - Specific Nominations

3.3.1 Nomination of Andrés Navarro

The parties acknowledge that Andrés Navarro is a key person for causing the anticipated development of SONDA. IP and IA by their votes agree to cause Andrés Navarro to be associated to the Board of Directors of SONDA for a minimum of (5) five years.

The parties agree to instruct their directors to elect Andrés Navarro as Chairman of the Board of Directors for at least such a period.

3.3.2 Acceptance of Andrés Navarro

The acceptance of Andrés Navarro and its conditions are detailed in the document assigned Exhibit C and this condition is a determining factor in the celebration of this agreement.

3.3.3 Consequence of Andrés Navarro ceasing to be Chairman of the Board

In the event that the Chairman of the Board of SONDA, Mr. Andrés Navarro, ceases in his position before the end of the minimum 5 years period, the Director who replaces him as Chairman will be

elected by at least a two thirds majority of the members of the Board of Directors. Said Board meeting shall be summoned by at least any two directors acting jointly.

If the stipulated majority is not achieved, the shareholders having at least 90% of the outstanding shares will make the designation within the following 30 days.

If the aforementioned percentage of shareholders do not agree on Andrés Navarro's replacement as Chairman of the Board and of the corporation, such disagreement will constitute grounds for dissolution of the company.

3.4 Appointment of External Auditors

The parties hereby agree that they shall cause their respective nominees on the Board of Directors to appoint the External Auditors of the company who shall be the associated firm in Chile of Price Waterhouse through December 31, 1991. Subsequently, the shareholders shall agree in each Regular Shareholders Meeting to appoint the auditors indicated by DIGITAL, while the Chair of the Board is held by a director nominated by IP.

3.5 Investment of surplus cash

SONDA's shareholders shall not be entitled to borrow money from the company nor to take advances against anticipated future dividends without the unanimous approval of all the directors.

3.6 Covenant to not Compete

The parties agree that one of SONDA's main activities is that of

offering the "System Integration" service as defined in letter c) of paragraph 1.2.2 of the First title of this agreement.

In the application of the System Integration service, the parties agree that SONDA, including for these purposes its subsidiaries and affiliates, will observe the following basic rules:

3.6.1 Loyalty

SONDA will make its best effort to maximize the incorporation of DEC products and spare parts and services which SONDA is not capable of providing by itself.

3.6.2 Competing Products

SONDA will abstain from actively and systematically promoting products and services of third parties companies that compete with DEC, which are not included on this date in the list of products and services offered by SONDA.

Each time that SONDA enters into a product sales and services contract with a DEC competitor, it shall be made manifest to SONDA's Board of Directors in their following regular meeting, who may decide to terminate such a contract within the shortest possible term.

3.6.3 Report to SONDA Board of Directors

SONDA's Management will inform the Board of Directors, in their regular meetings, concerning the quantity of non-DEC products and services of third parties companies that have been included in the System Integration service contracted by and/or offered

to a client. The Board of Directors will be informed at its regular meeting immediately following the entering of each contract of this nature.

3.6.4 Products of other brands used by DEC

As an illustration, and without implying a limitation, the parties will assume that no breach of the Covenant has occurred by SONDA if, upon applying the System Integration service, the same procedure is observed as being that used by DEC in using products of other brands.

3.6.5 Outside the Territory

SONDA shall always consult with DEC's local representative, the possibility of cooperation for the obtainment of a project, pursuant to the principles set forth in 3.6.1 hereinabove.

3.7 Business with Related Parties

For purposes of the enforcement of article 17, number 11 of SONDA's Corporate Charter, the parties agree that any transaction between SONDA and related persons or entities to the parties hereto, shall also be taken to the Board and approved by at least two thirds of its members.

For these purposes, the term "Related" shall mean:

- i) any corporation, person, or entity of which a party hereto, directly or indirectly, owns 25% or more of the equity or voting control;
- ii) any corporation, person or entity that, directly or

indirectly, owns 25% or more of the equity or voting control of a party hereto; or

- iii) any corporation, person or entity of which 25% or more of the equity or voting control thereof is owned, directly or indirectly, by a corporation, person or entity who owns, directly or indirectly, 25% or more of the equity or voting control of a party hereto.

3.8 Assistance to SONDA

3.8.1 General Undertaking of Assistance

a) Assistance

Each party agrees to use its best efforts to assist SONDA in attaining its business objectives.

b) DEC Account Team

DEC will establish, at its own cost, a SONDA account team to serve as an interface between SONDA and DEC.

3.8.2 Transfer of Know-How

The parties will transfer all technology and related information (hereinafter the "Know-How") to SONDA as may be required by SONDA, to the extent it may be feasible and subject to the following conditions:

- a) That all fees, from time to time, will be agreed upon for said Know-How.

- b) That all confidentiality and security provisions as established in Clause 3.9 below be respected;

- c) That the party transferring the Know-How determine at its sole discretion:
 - i) SONDA's need for Know-How in order to perform its business objectives;
 - ii) the extent of the Know-How to be disclosed; and
 - iii) that such transfer is not in conflict with its own company strategy.
- d) That the Know-How shall be used exclusively in carrying out the purpose of SONDA as indicated in 1.2 hereinabove; and
- e) It is possible that the transfer of Know-How be subject to special agreements between SONDA and the respective party.

3.9 Confidentiality and Security

3.9.1 Confidential Information

All Know-How and any other information marked "confidential" and received by SONDA or any of the parties (hereinafter the "Group") shall be treated as confidential information (hereinafter "Information") by the receiving party and treated as set forth below:

3.9.2 Prevention of Disclosure

The Group or any of its members receiving Information agree that they shall take all reasonable steps to prevent disclosure, provided that:

- a) any Information in writing is clearly marked "Confidential"; and

- b) if the Information orally disclosed is reduced to writing and marked "Confidential" within 30 days thereafter.

Specifically, and without limitation, the parties commit themselves to have the Information disclosed to SONDA monitored by the General Manager who shall keep a written record of all such information. This record will also contain by whom and for what purposes the information was disclosed.

As far as reasonably practicable use of and access to this Information will be limited to senior managers of SONDA.

The General Manager will regularly remind directors and employees to whom such information is disclosed of their contractual obligations as to the strict confidentiality of such information.

3.9.3 Degree of care to avoid disclosure

The receiving party shall use at least the same degree of care to avoid disclosure of the Information as it employs with respect to its own confidential information.

3.9.4 Waiving of obligation

The disclosing party agrees that the receiving party shall have no obligation of confidentiality with respect to any such Information, in the following instances:

- a) When it is already known to the receiving party;
- b) When it is or becomes publicly known through no wrongful act of the receiving party;

- c) When it is rightfully received from a third party without similar restriction and without breach of this Agreement;
- d) When it is independently developed by the receiving party without breach of the Clause 3.9;
- e) When the same information is furnished by the disclosing party to a third party without imposing a confidentiality restriction;
- f) When it is provided for release by written authorization of the disclosing party;
- g) When it is disclosed pursuant to a legal requirement of a governmental agency. In such instance, the receiving party shall first give the disclosing party, as soon as possible, notice of such a situation;
- h) When it is inadvertently disclosed and the receiving party takes reasonable steps to prevent misuse or further disclosure; and
- i) When it relates to general concepts of computer hardware and software technology.

3.9.5 Third Party's Confidential Information

The disclosing party shall adopt all measures to prevent the disclosure to the receiving party of any third party's Information, which is in the disclosing party's possession.

3.9.6 Ownership of Information

All Information delivered pursuant to this Agreement, including any modifications or enhancements made by the receiving party shall be and remain the property of the disclosing party, who shall have the right to require, at its own discretion, its return or destruction as soon as requested in writing.

3.9.7 Independent Development of Technology

DEC, SONDA and their affiliates have performed substantial independent development relating to "software" and related products and technology.

This Agreement shall not limit DEC or SONDA in the continuation of such activities, including development and marketing of products or systems involving technology or ideas of a similar nature to that disclosed. Neither will this Agreement prevent either party from undertaking similar efforts or discussions with third parties, including competitors of the disclosing party, provided that the obligations hereunder are not violated.

3.9.8 Information Accuracy Without Warranty

It is understood by both parties that the Information may relate to products that are under development or planned for development. The disclosing party makes no warranties regarding the accuracy of this Information.

The disclosing party accepts no responsibility for any expenses, losses, or actions incurred by the receiving party as a result of the receipt of the Information.

It is further understood that the disclosing party does not represent nor warrant that it will introduce any products to which the Information disclosed is related.

3.9.9 Rights under Confidentially Provisions

Nothing contained in these Confidentiality provisions shall be construed in the sense that the fact of having provided the Information shall mean to have granted or conferred any rights by license or otherwise, for any invention, discovery or improvements made, conceived, or acquired prior to or after the date of this Agreement.

3.9.10 Survival of Confidentiality Provisions

These Confidentiality provisions shall survive the end of the term of this Agreement and the dissolution of SONDA.

3.9.11 Security of Facilities

The parties shall cause the Board of Directors and in particular, the General Manager to implement a system of strict security to the parties satisfaction in all the facilities occupied by SONDA. This system shall secure the control of access and exit and the security of reserved areas where Information is kept.

3.10 Taxes

Each party will be directly and exclusively responsible for the payment of all taxes to which he is liable by law. This obligation shall subsist after the termination of this Agreement and the dissolution of SONDA.

3.11 Financial Statements, Monthly Reports and Audits

3.11.1 Fiscal Year

SONDA's Fiscal Year shall be January 1st to December 31st.

3.11.2 Monthly Financial Reports

Nor later than the 21st day of each month, the General Manager shall prepare and deliver to the Directors a financial report for SONDA for the previous calendar month and for the fiscal year through the end of that month.

3.11.3 Audit of Company's Books

At the close of each fiscal year, the external Auditors appointed in accordance with Clause 3.4 above, shall perform and audit of books and records at SONDA's expense, and shall issue an opinion with respect to the financial statements of SONDA. The financial statements shall be prepared in accordance with generally accepted accounting principles, consistently applied and in conformity with Chile's legal practices, particularly those relating to taxes.

3.11.4 Access to records

- i) Each Director, regular or alternate, shall have the right to inspect the books and records of SONDA whenever it is legally required or deemed reasonable. During such inspections they will have the right to request extracted copies therefrom for the purpose of auditing the same.

- ii) The parties shall request that the Board of Directors corrects any deficiencies or weaknesses in the financial controls which may be reported as a result of the audits contemplated in i) above.

3.11.5 Distribution of Information to the Parties and to the Third Parties

All financial information that is provided to a party shall also be provided to the other party. Third parties shall not have access to the information nor shall they have the right to inspect SONDA's books unless obligated by Chilean laws and that the inspection and its scope have been agreed to in advance by the Board.

3.12 Compliance with Applicable Law

3.12.1 SONDA, and its affiliates in the development of its business objectives, will not violate in any way the following:

- i) The United States Foreign Corrupt Practices Act of 1977, its rules and regulations; and
- ii) Any United States Export Administration Act or rules and regulations promulgated thereunder.

3.13 DIGITAL and SONDA's Business Ethics Policy

The parties will cause SONDA to comply with the norms of business ethics, as set out in Exhibit D.

3.14 SONDA's Sales and Services Policy

The parties will also ensure that SONDA does not depart from Digital's established selling and servicing in defined Special Applications policy, as set forth in Exhibit E, regarding the sales and services policies in particular transactions and which are indicated in the aforementioned Exhibit.

3.15 SONDA'S Business Culture

SONDA shall maintain the policy and business culture which it has established in carrying out its business objectives and that same philosophy will continue to inspire its business dealings, to the extent it does not conflict with this Agreement, its Exhibits and documents related thereto.

3.16 Language of Minutes and Notices

The parties agree that although the official minutes and notices delivered under SONDA's corporate charter have to be in Spanish, SONDA will prepare a free translation into English of all said minutes and notices, which will be delivered jointly with their original Spanish versions.

SECTION FOUR. REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS

In addition to the representations and warranties made elsewhere in this Agreement, each party represents and warrants to the other that:

- a) such party has full power and authority to enter into this

Agreement and to consummate the transactions contemplated hereby;

- b) this Agreement is valid, binding and enforceable in all its aspects;
- c) the execution of this Agreement and the consummation of the transactions contemplated hereby will not result, in any way, of the breach of legal, regulatory or statutory provisions, nor constitute a default of any obligation, in any form, of which the party is a part;
- d) all authorization, approvals, and consents prescribed by any law and authority are readily available for the execution and delivery of this Agreement; and
- e) no broker, finder, or other similar agent has acted on such party's behalf in connection with this Agreement, and that the parties have negotiated directly.

SECTION FIVE. INDEMNIFICATION

5.1 Mutual Indemnification

Each party hereto agrees to indemnify the other, its affiliates and subsidiaries, directors, executives, and other employees, against any and all claims and damages incurred by such indemnified parties as a direct consequence of the following:

- a) breach of any expressed representations or established warranties in this Agreement;

- b) the breach of any of the terms agreed upon or obligations contained in this Agreement; and
- c) acts or omissions of a party, or its owners, affiliates, subsidiaries, employees, directors or representatives which result in a suit or cause of action against the other, except if such acts or omissions have taken place when fulfilling SONDA's purposes and on behalf of its directors, officers and authorized representatives, as per this Agreement.

5.2 Survival of Indemnification

The agreement of indemnify set forth in paragraph 5.1. shall survive for a period of 2 years from the end of this Agreement and the dissolution of SONDA.

5.3 Payment of Indemnification

All indemnification if and when owed to the parties hereto, as per 5.1. hereinabove, shall be made by payment in cash, in local currency. The costs incurred by the diligent party in converting the award into United States Dollars will be borne by the breaching party.

5.4 Limitation of Liability

The parties agree herein that the amount to be paid to the other party as indemnification of damages or as consequence of judgements declaring the right to such indemnification and obtained in proceedings in which the present Agreement has been invoked, shall in no event exceed in the aggregate to the sum of

US\$ 5,000,000. The present provision shall outlive the term of this Agreement.

SECTION SIX. INSURANCE

6.1 SONDA will enter into and continuously maintain:

- i) such insurance to comply with the laws of Chile.
- ii) such insurance as are required by normal working practices in Chile.

6.2 All policies shall be written in the name of SONDA.

SECTION SEVEN. DISSOLUTION OF SONDA

7.1 Unsurmountable Disagreement

The company will be dissolved on the occurrence of the events as set forth in the company's Corporate Charter and by-laws and for any other legal reason.

In general, the shareholders agree that the company shall be dissolved on the occurrence of any even that:

- i) makes it unable for the shareholders to conduct such business, or
- ii) frustrates one or more of SONDA's objectives for reasons beyond the control of either of the shareholders.

Upon dissolution of SONDA, its affairs and business shall be concluded and wound up and the contracts to which it is a party completed in accordance with the terms of this Agreement and the Corporations Law of the Republic of Chile.

7.2 Dissolution

The company will be dissolved pursuant the terms of its Corporate Charter and, as assisted by the legal norms of the Corporations Law.

7.3 Termination of Licenses and Contracts

As of the date in which SONDA's dissolution is agreed upon, for whatever reason, all "Know-How", trademarks, copyright and other intellectual property rights owned by the shareholders and held under the confidentiality provisions of this Agreement shall immediately cease to be used by SONDA. Also, and at the same time, any licenses permitting use of these rights and all contracts between SONDA and either party hereto shall terminate with immediate effect. Licenses for use of software bought and paid by SONDA to any party and that are not subject to any confidentiality agreement, shall be explicitly excluded from the prior rules.

SECTION EIGHT. TRANSFER OF SHARES

The party who wishes to transfer all or part of its shares in SONDA, must follow the following procedure:

- 1) Communicate its intention by registered mail to the General Manager of SONDA, who must notify it to the other party

hereto, also by registered mail, within a period of fifteen days from receipt of the communication.

- 2) Said communication must indicate the price and other conditions of sale or transferral, thereby enabling the recipient party to opt for the preferential purchase of all of the offered shares, within a period of thirty days from the despatch of the communication.
- 3) Exceptionally, if the offer is made during the first five years as from this date or while Mr. Andrés Navarro H. is the Chairman of SONDA's Board, the offeree will have the right to purchase only a part of the offered shares. This exception shall not be applicable if Mr. Andrés Navarro H. ceases in his office because of death or incapacity.
- 4) Having terminated the period of thirty days without the offeree having exercised his preferential option, the offeror will have a period of ninety days, as of the last date, to freely transfer the offered shares to third parties, at a price and under conditions not inferior, in real terms, to the offer formulated to the other party, provided the third party purchaser declares his knowledge and acceptance of this Agreement.
- 5) Having terminated this last period of ninety days, and having not registered in the company the sale or transferral in question, the authorization shall be considered null and void, and the interested seller must, in such a case, observe once again, all procedures indicated in this clause.
- 6) The sale, assignment or transferral of shares, or any other certificate, to third parties, who have as their nationality

the United States of America, shall also require the previous express consent of Digital Equipment Corporation, while DIGITAL appears as the registered shareholder of the company.

- 7) The obligations and constraints imposed on the parties hereto in this article become extensive and, therefore, are applicable to the successors in the ownership of the shares.
- 8) The transfer of rights, except due to inheritance, of the present owners of IP, IA and DIGITAL, to third parties which are not presently partners of said companies, shall be considered a breach to this Agreement.

SECTION NINE. ARBITRATION

Any problems arising between the parties by reason of or on account of this agreement, of any cause or nature and particularly regarding its valivity, invalidity, non opposition, resolution, expiration, annulment, interpretation, performance and execution, specifically including the power to determine its own jurisdiction, shall be resolved in Chile by an arbitrator or in its defect by an Arbitral Tribunal composed of three members. Both shall have the authority to act ex aequo et bono, insofar as proceedings as well as ruling judgement are concerned. The arbiter, or the Arbitral Tribunal, as it may be the case, may act as often as necessary without legal action, and against its resolutions no appeals will be made except for an application to appeal for annulment, the parties having expressly renounced to any others.

If the parties do not agree upon the proceedings, the arbiter or

in its case the Arbitral Tribunal, will be authorized to set them at liberty, including those concerning the system of notifications.

Nevertheless, the first resolution pronounced by the arbiter or by the Arbitral Tribunal, shall be notified in the normal manner as detailed in the rules of Section VI, Book I of the Civil Procedures Code. For such purposes, during the period the Agreement is in force, the parties agree to keep a legal attorney in Santiago, Chile, whose powers are established in the first clause of Article 7 of the Chilean Civil Procedures Code.

The parties shall agree upon the arbiter, and in the absence of said agreement, an Arbitral Tribunal composed of three arbitrators shall be formed pursuant to the rules set forth hereinbelow. Each party shall name a member of said tribunal, who in turn will agree on the third member.

The party naming the first member of the Arbitral Tribunal shall give notice of said nomination to the other party, who in turn shall name the second member within 30 days from the referred notice. If the arbitrator has not been named within said term or, if appointed, he has not officially accepted said charge, the nomination will be made, upon request of any party, by a competent Civil Court in Santiago. However in this last instance the designation should necessarily fall upon a person who has previously discharged duties as lawyer member of the Most Excellent Supreme Court or of the Most Illustrious Court of Appeals of Santiago, at least for two periods in each case, or upon professors of Civil or Commercial Law having discharged duties as such during a period of at least ten years in any of Santiago's Faculties of Law of the University of Chile or the Catholic University of Chile.

If the named members do not agree on the appointment of the third member, said appointment shall also be made by the Civil Courts according to the rules set forth in the preceding paragraphs, and shall fall upon a person having the same conditions indicated therein, who will act as President of the Arbitral Tribunal. Such appointment shall be made within 30 days from the acceptance of the last member named by the parties, or by the Civil Courts, as it may be the case.

Forced execution of a verdict may be sought before any court having jurisdiction. Each party must assume its own personal costs, and the legal costs will be shared by each, unless the arbiter or the Arbitral Tribunal considers that one of the parties has acted in an unreasonable manner in which case that party can be sentenced with all legal costs.

SECTION TEN. MISCELLANEOUS

10.1 Notices

All notices, requests, demands and other communications required hereunder by virtue of this Agreement shall be in writing, shall be in Spanish, with a free translation into English and shall be either personally delivered or sent by registered mail or transmitted by telefax to the person and domicile as indicated below:

If to DIGITAL, to the attention of Mr. Dick Finn, Digital Equipment Corporation, 800 Fairway Drive, Deerfield Beach, Florida, 33441, USA, Telefax: (305) 360-6437, with a copy to the attention of Mr. Sam Landol, Digital Equipment Corporation, 800

Fairway Drive, Deerfield Beach, Florida, USA, Telefax: (305) 360-6437.

With a copy to: Oficina Philippi, Yrarrázaval, Pulido, Langlois & Brunner, Moneda 970, Piso 12, Santiago de Chile, Telefax (562) 6717797, Attn: Mssrs. Arturo Yrarrázaval Covarrubias and/or Juan Francisco Gutiérrez Yrarrázaval.

With a copy to: Lars Matsson, Fax number (508) 264-6399.

If to Inversiones Pacífico Limitada and Inversiones Atlántico Limitada, to the attention of Messrs. Andrés and Pablo Navarro Haeussler, Teatinos 574, Santiago, Chile, Telefax (562) 671-4666.

Any of the foregoing parties may change their address for the purposes hereof by notice to the others as provided in this Section.

10.2 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the Republic of Chile.

10.3 Term of Agreement

This Agreement shall become effective as of the date of its signing for an indefinite term thereafter, until such time as SONDA shall have been dissolved or its business affairs have been terminated in accordance with the terms hereof.

10.4 Publicity

Press releases and other announcements to be made with respect to the transactions contemplated hereby shall be subject to mutual agreement beforehand.

10.5 Complete Agreement

This Agreement and the Exhibits hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersede all previous oral and written negotiations, commitments and understandings.

In the event of any conflict or inconsistency between this Agreement and the Exhibits hereto, the provisions of the former shall prevail.

10.6 Interpretation

The headings of the different clauses and paragraphs of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.7 Restricted Application

In the event that the application of any provision of this Agreement or any of the Exhibits hereto, becomes invalid, illegal, or unforceable in any applicable jurisdiction, shall not affect the remaining clauses or exhibits, within that jurisdiction.

10.8 Identity of the Parties

This Agreement shall not be deemed to constitute either party hereto the agent of the other party hereto, nor shall it constitute SONDA an agent of its shareholders or either of them.

10.9 Exercise of Rights

A failure by a shareholder to assert its rights under this Agreement shall not be deemed a waiver of such rights. The shareholder may exercise this right at any moment, as long as it has not become unenforceable or the shareholder has specifically waived it.

10.10 Force Majeure

10.10.1 The failure or delay of either of the parties hereto to perform any obligation under this Agreement solely by reason of acts of God, acts of government, terrorism, wars, strikes, lockouts, accidents in transportation or other causes beyond its control ("force majeure") shall not be deemed to be a breach of this Agreement. The aforementioned is valid provided, however, that the party so prevented from complying herewith shall not have procure such force majeure, shall have used reasonable diligence to avoid such force majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms of this Agreement.

10.10.2 The party suffering such force majeure shall notify the other party in writing within thirty (30) days after the occurrence of such force majeure and shall in every instance, to the extent reasonable and lawful under the circumstances, use

its best efforts to remove or remedy such causes with all reasonable dispatch.

10.11 Amendments

This Agreement may be altered, modified, or amended only by a written instrument duly executed by each of the parties hereto.

10.12 Domicile

The parties hereto establish their residence in the city of Santiago, Chile, for all effects of this document.

NOTE

This document is executed and signed in three copies of the same text and date, keeping each party one of said copies.

AUTHORITIES

The authority of Mr. Richard Poulsen to act on behalf of Digital Equipment Chile Limitada is evidenced from the public deed dated August 20, 1991, and executed before the Notary Public Mr. Aliro Veloso Muñoz, and the authorities of Mr. Andrés Navarro Haeussler and Mr. Pablo Navarro Haeussler to act on behalf of Inversiones Pacífico Limitada and Inversiones Atlántico Limitada are evidenced from the public deeds dated October 31, 1975, and April 9, 1991, executed before the Notaries Public Mr. Hernán Chadwick Valdés and Mr. Patricio Raby Benavente, respectively, which at request of the parties are not attached hereto for being known to them.

SIDELETTER to

the **SHAREHOLDER'S AGREEMENT** between Digital Equipment Chile Ltda ("Digital") and Inversiones Pacífico Ltda ("IP") and Inversiones Atlántico Ltda. ("IA") of September 30, 1991,

the **STOCK PURCHASE AND SALE AGREEMENT** between Digital Equipment Chile Ltda and Inversiones Océano Pacífico Ltda ("IOP") of September 30, 1991, and

the **AGREEMENT** between Digital Equipment Corporation ("DEC") and Sociedad Nacional de Procesamiento de Datos Ltda ("SONDA") of September 30, 1991, collectively referred to as the "Basic Agreements".

1. PURPOSE

The Purpose of this Sideletter is to further explain and clarify certain parts and circumstances contained in the Basic Agreements. In such parts and circumstances this letter will govern over the Basic Agreements. In all other aspects, the terms and conditions of the Basic Agreements shall apply to and govern over this Sideletter as appropriate in the order they are listed above.

2. NEUTRALITY CONCEPT

"Neutrality Concept" is defined as the transfer of any net cost change realized by DEC as a result of the transfer of an activity previously performed by DEC to DEAL. Such cost change will be transferred in the form of an changed discount to DEAL and will be determined by evaluating the cost associated with an internal unit in DEC which provides the same function. DEC and SONDA agree that in all future determination of the Discount Schedule to be given by DEC to DEAL for the sale of DEC products, the "Neutrality Concept" will be applied. The formula will be:

$$\frac{\text{DEC Cost Change}}{\text{REV (USCLP) associated with the unit}} = \text{Discount Change to SONDA}$$

3. DIVIDEND

In addition to the capital reduction of US\$ 6 (six) million, SONDA will declare a dividend of Pesos equivalent to US\$ 6,992,765 (Six Million Nine Hundred and Ninety Two Thousand Seven Hundred and Sixty Five Dollars) prior to DEC

acquiring the agreed to equity from SONDA, in order to bring the net equity of SONDA to pesos equivalent of US\$ 28,185,369 (Twenty Eight Million One Hundred and Eighty Five Thousand Three Hundred and Sixty Nine Dollars). IP agrees to have held in escrow an amount of Pesos equivalent to US\$ 1.3 Million, pending the finalization of the Coopers & Lybrand ("C & L") audit of SONDA. These funds will be used to settle any adjustments to the dividend payment as agreed to by both parties.

As of September 30, 1991, the audit of the Financial Statement is incomplete and the Financials referred to in the Stock Purchase and Sale Agreement are unaudited and subject to a final audit. C & L and SONDA will complete the audit in an expeditious fashion. Within two weeks of the completion of the C & L audit, or within 60 days of this letter (subject to SONDA providing the necessary information to complete the audit), whichever comes first, the parties agree to the following:

- * DEC will assign one individual with complete authority to negotiate with Andrés Navarro the adjustment (if any) to the dividend payment.
- * The above escrow account will be used to settle such adjustment. Any remaining amount in the escrow account will be returned to IP. In the event that such escrow does not contain sufficient funds to settle any adjustments due to SONDA, IP agrees to provide such incremental funds. In the event that funds are due to IP, SONDA agrees to pay whatever amount is agreed to.

4. DISTRIBUTORSHIP AGREEMENT

Upon the formation of DEAL, the parties hereto will cause DEAL and DEC to sign the Agreement for Management of Distributor Operations attached to the Agreement.

5. SERVICES

DEC and SONDA agree that in January 1992 both parties will discuss and reach conclusion on whether or not to transfer part or all of the Digital Services activities to DEAL in the Territory.

6. TRANSITION TEAM

For the purpose of materializing the transition of the LACD Operations to DEAL, a Transition Team has been created with representatives from SONDA and DEC. Both parties agree to honor the recommendations made by such Team.

7. REIMBURSEMENT TO SONDA

Today, SONDA transfers to Digital the pesos equivalent of US\$ 3 (three) million on behalf of DEAL. Once DEAL is created, DEAL will reimburse SONDA, the US\$ 3 (three) Million amount.

8. FORECAST

DEAL will provide DEC with a four quarter forecast on a monthly basis.

9. SUPPORT SERVICES

Article 12.3 of the Agreement for Management of Distributor Operations shall be changed and read as follows:

"All support services provided by DIGITAL to DEAL pursuant to this Agreement including, but not limited to, certain technical support, shall be provided at actual cost in accordance with DIGITAL's New Management System."

10. COMPLIANCE WITH APPLICABLE LAW

IP and IA are aware of Digital's request and desire that the attached article "Compliance with Applicable Law" be included in the Shareholder's Agreement. In addition to what is already included in the Shareholder's Agreement, IP and IA consider they cannot realistically and seriously ensure that SONDA's business is in every respect conducted in conformity with all applicable laws, regulations, decrees, rules and other norms of the United States of America and other countries. IP, IA and Digital do, however, warrant that SONDA's business will be conducted in such a way that any effort will be made to avoid violation of any law, regulation, etc. in any country. Additionally, if the law of the United States of America requires a more specific commitment, the parties hereto will cause the Board of Directors of SONDA to establish a satisfactory solution.

11. ARBITRATION


Any problems arising between the parties by reason of or on account of this Sideletter shall be resolved in accordance with the provisions under SECTION NINE - ARBITRATION of the Shareholder's Agreement.

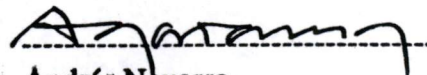
Santiago de Chile, the 30th day of September, 1991

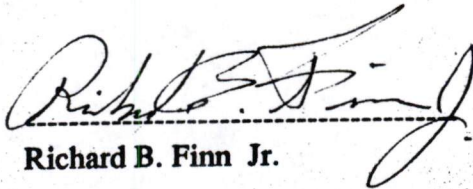
for

Digital Equipment Chile Ltda., and
Digital Equipment Corporation

Inversiones Pacífico Ltda.,
Inversiones Atlántico Ltda., and
Sociedad Nacional de Procesamiento
de Datos Ltda.


Richard Poulsen


Andrés Navarro


Richard B. Finn Jr.


Pablo Navarro

Enclosure: "Compliance with Applicable Law"







3.12. Compliance with Applicable Law.

3.12.1. The parties agree that Sonda shall be regulated by Chilean Law, and its executives and shareholders will ensure that business is conducted in conformity with all applicable laws, regulations, decrees, rules and other norms at the Republic of Chile, the United States of America and all other jurisdictions having authority or jurisdiction over the activities of Sonda and its affiliates. In no event shall Sonda or its executives, shareholders and affiliates violate in any way the following:

(i) The United States Foreign Corrupt Practices Act of 1977 or any similar law of applicable jurisdictions and laws;

(ii) Any United States or other applicable Export Administration Act, rules and regulations promulgated thereunder; and

(iii) The United States Internal Revenue Code and the regulations promulgated thereunder, constituting, participations in an international boycott.

3.12.2. DIGITAL will use reasonable efforts to provide SONDA with export related information to assist SONDA with the proper classification for export of DIGITAL products. SONDA, however, will not hold DIGITAL liable or responsible for any inaccurate or incomplete information

which DIGITAL, in good faith, provides to SONDA.


- 3.12.3. SONDA shall execute any certifications and provide other information as may be required by DIGITAL to comply with the Export Administration Regulations of the U.S. Department of Commerce, Foreign Corrupt Practices Act, and other applicable laws, regulations and orders of the United States of America, and DIGITAL's internal controls program. Sonda shall permit Digital to audit at any time during normal business hours SONDA's books and records to determine SONDA's compliance with such laws, regulations, orders and internal control program.
- 3.12.4. Sonda shall not export or re-export without prior U.S. governmental authorization in any controlled U.S. origin technical data or the direct product thereof.
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EXHIBIT A

TO THE AGREEMENT

BETWEEN IP (INVERSIONES PACIFICO LIMITADA)
IA (INVERSIONES ATLANTICO LIMITADA) ON THE ONE SIDE AND
DIGITAL (DIGITAL EQUIPMENT CHILE LIMITADA) ON THE OTHER OF
JULY 1, 1991

CORPORATE CHARTER OF
DIGITAL EQUIPMENT AMERICA LATINA, S.A.
(A Chilean Closed Stock Corporation)

On July 1, 1991, the following parties to these Corporate Charter (these "Articles") enjoying full and legal capacity, have covenanted and agreed to establish a closed stock corporation in accordance with the provisions of Law No. 18,046 of October 22, 1981, which shall be regulated by the corporate charter stipulated herein, the legal provisions contained in said law and other applicable regulations.

- (1) IP (Inversiones Pacifico Ltda) a Chilean Limited Liability Company (herein referred to as "IP") with its head office in Santiago, Chile and represented for purposes of signing these Articles by Andres Navarro a Chilean national holding identity card number _____; and
- (2)
- (3) Digital Equipment Chile Ltda. a corporation organized and existing under the laws of Chile (herein referred to as "Digital"), with its head office located at Santiago and represented for purposes of signing these Articles by Richard Paulsen, a U.S.A. citizen holding a U.S.A. Passport No. _____.

The term "Partner" herein shall mean and include each holder of record of any outstanding capital shares of DEAL.

TITLE I
ESTABLISHMENT OF THE COMPANY

Article I

A stock corporation called Digital Equipment America Latina is hereby formed. It will be entitled to use the short name DEAL.

The names Digital Equipment America Latina and DEAL will at all times be the property of Digital Equipment Corporation ("DEC") and licensed to DEAL under a separate Name License Agreement.

Article II

The objects and purposes of DEAL are:

- (a) to provide a wide range of services and products to computer distributors and end users in certain Latin America countries.
- (b) to engage in relevant product development, and
- (c) to engage in any further thereto related activities which is considered appropriate by Partners holding two thirds of the shares entitled to vote thereon.



Article III

DEAL shall exist indefinitely starting from the date of its registration in the Commercial Register, unless the duration of DEAL is sooner terminated pursuant to these Articles or the provisions of the Companies Law or other pertinent provisions of the Laws of the Republic of Chile. The duration of DEAL may be extended upon a two-third majority decision by the Shareholders.

Article IV

DEAL's head office shall be located in Santiago, Chile. To the extent and in the manner permitted and provided for by applicable law and a Resolution adopted by the Partners in a General Meeting, DEAL (i) may transfer its principal office to any other place within the Republic of Chile, (ii) may establish branches, offices, or agencies within or outside the Republic of Chile, and (iii) may close one or more branches, offices, or agencies.

TITLE II

CAPITAL

Article V

DEAL's capital has been fixed at _____ (_____) distributed over _____ (_____) shares of _____ (_____) each. The shares have been distributed among the Partners in the following manner:

<u>Shareholder</u>	<u>Number of Shares</u>
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Change
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Article VI

No holder of shares shall, directly or indirectly, sell, assign, pledge, convey, or in any other way transfer, whether in whole or in part, any shares in DEAL or any interest therein, except in accordance with the following rules and

- (a) shares are freely transferable among the Partners;
- (b) each Partner has the right to transfer all, but not part of, his shares to a corporation that owns beneficially and of record one hundred percent (100%) of the equity share capital or capital stock of such Partner (if such partner is a corporation) or to a corporation wholly-owned by such Partner; provided that (i) such Partner executes and delivers to DEAL, for and on behalf of DEAL and each of the other Partners, a guarantee reasonably acceptable to counsel for DEAL in which the Partner unconditionally guarantees that the transferee will fully and faithfully perform all of the duties and obligations to which the transferor was bound a Partner prior to such transfer, (ii) the transferee shall have executed and delivered to DEAL, for and on behalf of DEAL and such other Partners, an undertaking reasonably acceptable to counsel for DEAL that such transferee agrees to be bound by and to perform all of the obligations of the transferor in his capacity as a Partner (whether such obligations are set forth in these Articles or any other written instrument to which such transferor is a party or arise by operation of law) and (iii) such transferee shall not without the prior written consent of Digital be a U.S. person or an affiliate of a U.S. person;
- (c) shares shall be transferable to the heirs of, and the executors and the estate of, any Partner upon his death; provided that the transferee executes and delivers to DEAL, for and on behalf of DEAL and the other Partners, a written undertaking reasonably acceptable to counsel for DEAL that such transferee agrees to be bound by and to perform all of the obligations of the transferor in his capacity as a Partner (whether such obligations are set forth in these Articles or any other written instrument to which such transferor was a party or arose by operation of law) but in no case should the transferee be a U.S. person or an affiliate of a U.S. person without the prior written consent of Digital; and
- (d) shares may be transferred to employees under an employee stock option plan approved by the Board of Directors and which may not exceed 10% (ten percent) of the total stock capital. In no case should the transferee be a U.S. person.

Change
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Article VII

DEAL shall maintain at its head office a special Partners' Register which shall contain the following:

- (a) the name and nationality of each of the Partners, the number of shares he owns, and the amounts paid by him in respect thereof;
- (b) information with respect to the assignment of shares in DEAL, and the transfer of ownership thereof, the date, and the signature of the Managing Director of DEAL and of the party to whom the shares devolves in case of succession by inheritance; and
- (c) all other information required to be contained therein by the terms of applicable laws and regulations.

No transaction pertaining to the transfer of the ownership of any shares or any interest therein or any rights arising therefrom shall be effective as against DEAL or third parties unless it is authorized by the terms of these Articles and is entered in the Partners' Register. Any Partner or other interested party may examine the Partners' Register during DEAL's working hours.

TITLE III

MANAGEMENT OF DEAL

Article VIII

DEAL shall be managed by a Board of Directors composed of six (6) Directors with six (6) alternates, these Directors shall be elected by each Partner in a General Meeting. Membership on the Board of Directors shall be for a period extending to the date of the next annual General Meeting. Retiring members may be re-elected for a further term or terms. Directors, other than a Director who may be serving as the Managing Director of DEAL, shall serve without salary or other remuneration. If a vacancy occurs on the Board of Directors because of death, resignation, or incapacity of any member of the Board of Directors, that vacancy shall be filled by election in a General Meeting of the Partners. Directors may be removed prior to the expiration of their stated term for any reason whatsoever by a Resolution adopted in a General Meeting.

Article IX

The Board of Directors ^{the} is vested with full power ² to formulate the general policies and manage the business of DEAL. ^{IV} The Partners wish DEAL to use and maximize the successful entrepreneurship and philosophy that have guided the former SONDA Ltda. to a leading position in the market. The Board of Directors may exercise all such powers and do all such acts and things as DEAL is authorized to exercise and do by these Articles or by applicable law, except to the extent that these Articles or applicable law may require the approval of the Partners in a General Meeting. Without limiting the generality of the foregoing, the Board of Directors is empowered to pay all costs, charges, and expenses preliminary and incidental to the formation, establishment, and registration of DEAL and to appoint, remove, or suspend such officers, employees, agents, and servants of DEAL for permanent, temporary, or special services as the Board of Directors may from time to time think fit and to determine their powers and duties and fix their respective salaries or emoluments.

Notwithstanding any other provisions in this Corporate Charter, the following resolutions shall require two-thirds (2/3) majority of the Board of Directors:

1. a Resolution changing (whether by amendment of Article II of this Charter or otherwise) the objects of DEAL set forth in Article II of these Articles; and
2. Appoint and dismiss the Chairman of the Board.
3. Appoint, dismiss, and compensate the Managing Director.
4. Approve the Annual Business Plans.
5. Guarantee non financial obligations of third party.
6. Approve and annually confirm each distributor in the Territory.
7. Mortgage or dispose of real estate of DEAL.
8. Mortgage or disposition of any fixed asset not included in the Business Plans.
9. Obtain financing up to the ^e lesser of _____ a ^{fix debt/equity of} ~~Fin Debt/a~~ f 0.5 (zero point five) or USD 10 (ten) million and which is not included in the Business Plans and not in normal course of business.
10. Act as financial guarantor in favor of any affiliated third party, which is the only financial guarantee DEAL may issue.

11. Grant any loan other than in ordinary course of business.
12. Dispose of rights and obligations related to Digital and/or DEAL trademarks, patents, copyrights, technology or other forms of intellectual property.
13. Designate a good standing Chilean Certified Public Accountants firm to be the external auditors of the joint venture.
14. Call for additional equity capital: payment of the unpaid portion of subscribed shares.
15. Call for any increase or reduction of the capital stock of DEAL.
16. Merger, consolidation, acquisition of equity participation in other companies or dissolution.
17. Issue or preferred stock, bonds, debentures and any other securities.
18. Conflict of interest: entering into of any contract between DEAL and any of its shareholders other than in the normal course of DEAL's business, directors, employees or relatives.
19. Any amendment to the Corporate Charter of DEAL.
20. Deadlock mechanism.
21. A Resolution authorizing the liquidation or dissolution of DEAL.

+ *Right of first refusal*

Article X

The Board of Directors shall with two-thirds (2/3) majority appoint a Chairman from among its members. The chairman shall vote as a member of the Board of Directors, and shall have a casting vote. IP will appoint the first Chairman.

Article XI

The Board of Directors shall with two-thirds (2/3) majority appoint a Managing Director to act as the chief executive officer and general manager of DEAL and may appoint subordinate officers to act on behalf of DEAL in a manner and to the extent specified by the Board of Directors. Such Managing Director and subordinate officer (if any) shall be appointed for such terms and under such conditions as may be approved by the Board of Directors, and unless re-appointed by the Board of Directors the employment of each such person shall be terminated at the end of such term without further action by the Board of Directors. In addition, the Board of Directors shall have the power under these Articles to remove the Managing Director and each such subordinate officer at any time and for any reason.

Article XII

The Board of Directors shall hold an annual meeting which shall be within four (4) months of the end of DEAL's fiscal year. Special meetings of the Board of Directors may be held upon the request of the Chairman and shall be held upon the request of any Director delivered to the Chairman. Meetings of the Board of Directors shall be held at the head office of DEAL unless the Chairman determines otherwise. The Chairman shall send to each Director notice of the date, hour, place, and agenda of each meeting of the Board of Directors at least thirty (30) days prior to the date on which the meeting is to be held. Each such notice shall be sent via telex or telegraph, with confirmation to be promptly sent by registered mail (airmail if international). Directors may unanimously agree in writing to waive this requirement at any time prior to or after any such meeting, and in such case the notice requirements of this Article XVI shall be deemed to have been fulfilled.

Article XIII

A Director may appoint an alternate to serve in his absence as a Director by notifying the other Directors in writing of the name of such designated alternate.



Article XIV

No meeting of the Board of Directors shall be deemed to be validly constituted and no business can be transacted or decision taken thereat unless a majority of the Directors are present in person or are properly represented by an alternate Director.

Article XV

Proceedings and Resolutions of the Board of Directors shall be written in minutes recorded in a special register provided for this purpose and signed by the Secretary of DEAL appointed by the Board of Directors from time to time. Partners shall have the right to inspect such minutes during the normal business hours of DEAL.

TITLE IV

AUDITORS

Article XVI

(BG)

At each annual General Meeting DEAL shall appoint an Auditor of good standing from among those authorized to practice auditing in the Republic of Chile. Until the first annual General Meeting _____ shall act as the Auditor of DEAL. The Auditor shall be responsible for ensuring that all of DEAL's accounts and financial records are in order and are maintained in accordance with these Articles, generally accepted accounting principles consistently applied, the Companies Law of the Republic of Chile, and other applicable law. The Auditor shall audit DEAL's accounts and financial statements promptly after the end of each fiscal year of DEAL and shall prepare a report thereon to the Partners. Copies of each such annual report shall be delivered to the Partners prior to each annual General Meeting. The Auditor is entitled to access at all times to the books, accounts, and vouchers of DEAL and may require the Board of Directors, the Managing Directors, and the other officers of DEAL to furnish the Auditor whatever information and explanation the Auditor thinks necessary for the performance of the Auditor's duties. The Auditor shall be paid an annual remuneration as determined at the annual General Meeting.

TITLE V

Partners Meetings

Article XVII

Each Partner shall have the right to be invited to attend in person or by proxy, take part in the deliberations at, and vote at all meetings of Partners ("General Meetings"). Each Partner shall have a number of votes equal to the number of shares he has in DEAL on each matter presented to the Partners for action at any General Meeting.

Article XVIII

Invitation to each General Meeting shall be sent at least thirty (30) days before the date fixed for such meeting. The agenda and all documents concerning the business to be transacted at the General Meeting shall be sent to each partner not less than twenty (20) days before such General Meeting. The Partners may waive either or both notice requirements set forth in this Article XXII for any General Meeting by unanimous written consent. Each notice for a General Meeting shall specify the date, hour, and place of the General Meeting and a summary of the agenda. All General Meetings shall be held at the head office of DEAL, unless the Board of Directors determines otherwise.

Article XIX

The Chairman of the Board of Directors shall chair all General Meetings unless the Partners otherwise determine by Resolution, and the Chairman of the meeting may participate in the deliberations and vote the shares owned by him in any matter brought before a General Meeting, but shall have no additional or casting vote. Proceedings and Resolutions of each General Meeting shall be written in minutes in the English and Spanish languages to be signed by the Chairman of such General Meeting and DEAL's Secretary. Such minutes shall be recorded in a special book provided for this purpose. The Chairman of the General Meeting or the Secretary of DEAL shall certify copies of extracts of such minutes as true and genuine in the event they are submitted to the authorities concerned.

Article XX

DEAL shall hold an annual General Meeting within four (4) months following the close of each fiscal year. This General Meeting shall:

- (a) receive a report from the Managing Director concerning the management and administration of DEAL during the preceding fiscal year and the plans for the following fiscal year;
- (b) elect Directors for the ensuing year;
- (c) distribution of profits;
- (d) discuss and decide upon any other business or matter related to the objects and purposes of DEAL or affecting the conduct or promotion of its business; and
- (e) consider and take any appropriate decision in relation to any of the foregoing matters;

Article XXI

DEAL may hold extraordinary General Meetings to consider any urgent or special matter. Such General Meetings shall be held at the invitation of the Chairman of the Board of Directors upon receipt of a written request from the Auditor, the Board of Directors, or any Partner or group of Partners owning in the aggregate shares comprising more than ten percent (10%) of the shares then outstanding. The party requesting the meeting shall prepare the agenda thereof.

Article XXII

No business may be transacted at any General Meeting unless a majority of the shares of DEAL entitled to vote on the matters to be presented at such meeting are properly represented at such General Meeting in person by the holders thereof or by proxy. The General Meeting is the supreme governing authority of DEAL and in that capacity is entitled to make any decision concerning DEAL provided that such decision is consistent with law and with these Articles. Except as otherwise specifically provided herein, each decision or Resolution of the Partners in a General Meeting shall require an affirmative vote of Partners holding not less than two-thirds (2/3) of the shares entitled to vote thereon that are represented at such General Meeting in person by the holders thereof or by proxy.



05/02/91 - LM

Article XXIII

Any action required or permitted to be taken at any meeting of the Partners of DEAL may be taken without a meeting if all of the Partners entitled to act thereon consent thereto in writing.

TITLE VI

FISCAL YEAR AND CLOSING ACCOUNTS

Article XXIV

DEAL's fiscal year shall commence on the First day of January and end on the 31st day of December each year, except that DEAL's first fiscal year shall begin on the date that DEAL is registered in the Commercial Register and end on the last day of December of the following year. A single set of accounts shall be drawn up for the first fiscal year.

Article XXV

Within two (2) month^s after the end of each fiscal year, the Board of Directors shall prepare a balance sheet, a profit and loss account, and a report as to the state of DEAL's affairs. A copy of these documents together with the Auditor's report with respect thereto shall be furnished to _____ (BG) _____ and to each Partner within two (2) weeks after their preparation.

TITLE VII

DISSOLUTION AND WINDING

UP OF DEAL

Article XXVI

If DEAL's losses exceed three quarters of its share capital, the Board of Directors shall convene a General Meeting to decide whether DEAL should continue or be dissolved before the end of its term stated in Article III of these Articles. A decision to dissolve DEAL shall only be valid if approved in such General Meeting by the affirmative vote of a majority in number of the Partners holding in excess of seventy-five percent (75%) of the shares then outstanding.

Article XXVII

In case DEAL is dissolved before the end of its term stated in Article III of these Articles, for any reason provided in the Companies Law or for any other reason, a General Meeting of Partners shall by the affirmative vote of Partners owning not less than two thirds (2/3) of the shares represented at such General Meeting in person by the holders thereof or by proxy determine the mode of DEAL's winding up, the identity of a liquidator or liquidators to act on behalf of DEAL and his or their powers, and the time to complete the winding up. The powers of the Board of Directors and the Managing Director of DEAL and the other officers of DEAL shall cease thereupon, except that the General Meeting shall retain its powers until the completion of the winding up and the release of the liquidator or liquidators from any liability by the General Meeting. All of the foregoing shall be effected in accordance with the prescriptions of the Companies Law of the Republic of Chile.

TITLE VIII

MISCELLANEOUS

Article XXVIII

All notices pertaining to DEAL's business that are to be served upon any Partner shall be served on him by registered post (airmail if international) at his domicile mentioned in the Partners' Register provided for in Article XI of these Articles or at such other address as such Partner may request by written notice. If requested to do so by any Partner, DEAL will telex or telegraph to such Partner notice of each General Meeting and the agenda therefor and promptly thereafter will confirm each such notice and agenda by registered post as aforesaid.

Article XXIX

No proposed alteration of or amendment to these Articles, including any alterations or amendments with respect to DEAL's objectives, its share capital, or the ownership of shares by any Partner, shall become effective without the prior approval of the Chilean authorities concerned.

Article XXX

The publication of these Articles shall be effected in accordance with the provisions of the Companies Law of the Republic of Chile. The Partners have nominated Rodrigo Rojas and to act on behalf for the implementation of the publication and registration. The foregoing person shall have for this purpose the right to submit all relevant applications, to sign forms, and to receive deeds and certificates. The charges, expenses, fees, and costs paid for the establishment of DEAL shall be paid by DEAL following approval by the Board of Directors.

Article XXXI

Any claim, dispute, disagreement, or controversy that arises among any of the Partners in their capacities as such or in any other way relates to or arises out of their ownership of shares that is not resolved by amicable agreement shall be resolved exclusively by arbitration. All arbitrations pursuant to this Article shall be held in Santiago, Chile by a single arbitrator appointed by the parties to such arbitration. All such arbitration proceedings shall take into account Chilean laws and regulations. Each party agrees to comply with any award made in any such proceeding that has become final and to entry of a judgment in any jurisdiction upon any award rendered in such proceeding that has become final. The decision of the arbitrator shall be tendered within sixty (60) days of final submissions of the parties in writing or in a hearing before the arbitrator. Each such arbitration award that has become final shall be conclusive and binding upon the parties thereto and shall not be appealable. Attorneys' fees, costs, and other out-of-pocket expenses may be awarded by the arbitrator in his discretion to the party that prevails in any such arbitration. Each party shall pay his own expenses pending the awarding thereof to the party that prevails in any such arbitration.



05/02/91 - LM

Article XXXII

In relation to all matters not specifically provided for in these Articles, the provisions of the Companies Law of the Republic of Chile shall apply.

Article XXXIII

All notices, minutes, registers, and reports required to be furnished or kept by these Articles shall be furnished or kept in both the English and Spanish languages.

IN WITNESS WHEREOF the parties hereto have executed these Articles as of the dates set forth below.

~~IP~~ ~~(Inversiones Pacifico Limitada)~~

By: _____
Printed Name: _____
Title: _____
Date: _____

~~IA~~ ~~(Inversiones Atlantico Limitada)~~

By: _____
Printed Name: _____
Title: _____
Date: _____

~~DIGITAL~~ ~~(Digital Equipment Corporation)~~

By: < - _____
Printed Name: _____
Title: < - _____
Date: < - _____

① audit results
② why not a legal
problem to have revised
see our PCs in Latin America

AGREEMENT FOR MANAGEMENT
OF DISTRIBUTOR OPERATIONS

THIS AGREEMENT is made and entered into in the United States of America this 15th day of DECEMBER One Thousand Nine Hundred and Ninety-One (the "Effective Date") by and between:

DIGITAL EQUIPMENT CORPORATION, a company duly created, organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, United States of America, and having a principal place of business at 146 Main Street, Maynard, Massachusetts 01754, U.S.A. (hereinafter referred to as ("DIGITAL"));

AND

DIGITAL EQUIPMENT AMERICA LATINA ("DEAL"), a wholly owned subsidiary of SOCIEDAD NACIONAL DE PROCESAMIENTO DE DATOS, LTDA. a closed stock Corporation duly formed and registered in the Republic of Chile, having its registered offices at Teatinos 574, Santiago, Chile, ("SONDA"). SONDA is owned as follows: Inversiones Pacifico Limitada owns 45% of SONDA stock equity; Inversiones Atlantico Limitada owns 5% of the stock equity of SONDA; and DIGITAL EQUIPMENT CHILE LTDA owns 50% of the stock equity of SONDA.

WITNESSETH

WHEREAS, DIGITAL is, and for several years has been, engaged, inter-alia, in the design, engineering, manufacture, assembly, sale and service of various types of computers together with their components and peripherals and has acquired substantial expertise, experience and reputation therein; and

WHEREAS, DIGITAL has several Authorized Distributors for its products Latin America: and

WHEREAS, DEAL has been created for the purpose of efficiently operating distributor organizations;

WHEREAS, DIGITAL desires to have DEAL provide such services and assistance to support DIGITAL's Authorized Distributors in Latin America; and

WHEREAS. DEAL is willing to provide such service to DIGITAL upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS AND COVENANTS HEREINAFTER CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE

- 1.1 The purpose of this Agreement is to provide for the support of DIGITAL's Authorized Distributors in Latin America (hereinafter referred to as "Distributors") and to promote the sale and service of Digital's

computer systems, equipment and software as set forth in DEAL's Annual Business Plan (hereinafter collectively referred to as "Products") in the following geographies only (hereinafter collectively referred to as the "Territory"):

Argentina	Guatemala	Bolivia	Honduras
Chile	Nicaragua	Colombia	Panama
Costa Rica	Peru	Dominican Republic	Paraguay
Ecuador	Uruguay	El Salvador	

1.2 DIGITAL and DEAL agree that the terms and conditions contained in this Agreement including any Addenda which are or may become a part of this Agreement, shall govern the relationship between the parties with relation to the providing of support to DIGITAL's Distributors, during the Term of this Agreement.

2. TERM

This Agreement is effective for a Term of five (5) years or until termination under the provisions of Section 17, whichever is earlier. Upon expiration of the Term, this Agreement shall be renewed for additional two (2) year Term(s), unless either party notifies the other of its intention to the contrary at least six (6) months prior to the expiration of the then current Term.

3. APPOINTMENT

- 3.1 DEAL agrees to pay DIGITAL or DIGITAL's designate the equivalent of Three Million US Dollars (\$3,000,000) in Chilean Pesos, DIGITAL hereby appoints DEAL on the terms, conditions, provisions and covenants contained in this Agreement, as an "Authorized Master Distributor" for the purpose of selling Products to Distributors in the Territory and conducting the following operations in support of DIGITAL's Distributors in the Territory including, but not limited to: managing sales, licensing and marketing operations; providing support to Distributors; and helping Distributors provide integrated solutions to customers in each Distributor's local geography. In furthering the purpose of this Agreement and except as provided herein, DIGITAL will not appoint another "Authorized Master Distributor" in the Territory, or any part of the Territory, to perform the services mentioned above during the Term of of this Agreement, and in accordance with the then current Business Plan.
- 3.2 DEAL agrees that it shall limit the business, sales and service activities described in this Agreement to the Territory and shall not, without the prior written approval of DIGITAL, sell or service Products outside

the Territory. This covenant does not apply to SONDA's system integration business.

- 3.3 DEAL agrees that it shall not in any way systematically and/or actively promote the products and/or services of DIGITAL's competitors at the computer hardware platform level. For purposes of illustrating the intent of the parties, it will be assumed that DEAL is not breaching this Agreement if it carries out its support of the Distributors' System Integration business in the same way that DIGITAL does with regard to third-party products.
- 3.4 Nothing herein shall restrict DIGITAL from marketing, advertising, or performing trade shows, demonstrations, surveys or market analysis in the Territory for the mutual benefit of the parties. DEAL and DIGITAL shall cooperate and assist each other and will provide each other with customer lists, contacts and data upon request.
- 3.5 Nothing herein shall restrict: (i) the sale or service of Products in the Territory by DIGITAL's Original Equipment Manufacturers (OEMs) and/or other authorized channels; (ii) sales and/or shipments by DIGITAL of Products into the Territory as a result of sales made to the United States Government and/or the United Nations or agencies and departments thereof; (iii) the sale or service of Products in the Territory by DIGITAL pursuant to business agreements with multinational customers headquartered outside the Territory.
- 3.6 Nothing herein shall prevent DIGITAL from negotiating and making sales or providing service directly to customers in the Territory at the request of such customers, provided that DIGITAL has made a good faith effort to have these customers deal through the local Distributor and DEAL, and the customers have declined to do so. In such cases DIGITAL shall keep DEAL reasonably informed of pertinent details of the transaction. DIGITAL shall grant a commission to DEAL based on the amount of effort expended by DEAL in conjunction with these sales.
- 3.7 Nothing in this Agreement shall restrict DIGITAL from establishing a direct presence in the Territory during or after the expiration of this Agreement. For the purposes of this Article 3.7, "direct presence" shall mean a DIGITAL subsidiary, affiliate, or other type of equity participation in distributor operations which results in a demonstrable reduction in the local Distributor's sales. In the event that DIGITAL establishes a direct presence in any country within the Territory during the term of this Agreement, DIGITAL shall compensate DEAL as follows:

For the purposes of this formula, the following

definitions apply:

1. DR = Distributor Revenue, measured in the fiscal year which is prior to the year in which the compensation to DEAL is calculated, is the net revenue flowing from DEAL to DIGITAL from the Distributor sales for the country in which Digital plans to establish a direct presence, and which sales are expected to be lost as a result of such direct presence.
2. TR = Total Revenue, measured in the same fiscal year as Distributor Revenue, is the net revenue flowing from DEAL to DIGITAL from all Distributors in the Territory.
3. RY = Remaining Years of this Agreement, including fractions of years, measured from the time compensation to DEAL is established under this Section.

The formula for calculating compensation for DEAL under this Section is:

$$\frac{DR}{TR} \times RY \times US\$600,000 = \text{COMPENSATION}$$

3.8 DEAL shall not solicit sales of the Products to other distributors, dealers, agents, resellers, sub-distributors, or OEMs of DIGITAL in the Territory unless authorized by DIGITAL in writing.

3.9 DEAL and DIGITAL are independent contractors acting for their own accounts and shall not make any commitment or representation on the other's behalf unless authorized in writing to do so.

4. BUSINESS PLAN

4.1 DIGITAL and DEAL shall annually establish a mutually agreeable one year Business Plan for the Territory. The Business Plan shall include DEAL's investment, marketing, sales, service and training plans and the forecasted goals and incentives for exceeding the goals for sales of Products and services by DEAL during the applicable year. The Business Plan shall be completed and agreed upon prior to the beginning of the applicable year.

4.2 If DEAL fails to achieve its Business Plan goals for two consecutive years or, if the parties fail to agree upon a Business Plan at least thirty (30) days prior to the commencement of the new business year for any year, DIGITAL reserves the right to appoint another

Authorized Master Distributor to manage DIGITAL's
Authorized Distributors.

5. ORDERS

- 5.1 DIGITAL may provide or cause to be provided to DEAL written material which may be amended from time to time, setting forth prices, charges, terms and conditions or such other additional information for which DEAL may submit a proforma quote or provide in connection with any proposed sale.
- 5.2 DEAL shall place orders on the following terms and conditions and it shall not vary, alter, amend or deviate from, nor does it have any authority to vary, alter, amend or deviate from these conditions. Distributors shall place orders for Products with DEAL, and DEAL shall place all of its orders for Products with DIGITAL. DIGITAL shall accept orders that comply with both DIGITAL's order administration policies and procedures and the terms of this Agreement, including DEAL's then current Business Plan. Upon DIGITAL's acceptance of orders from DEAL, DEAL is hereby authorized to accept orders from Distributors. Except as so provided, DEAL shall not, nor does it have any authority to, accept or reject any orders, on behalf of DIGITAL.
- 5.3 It is understood and agreed that acceptance and execution of orders by DIGITAL is subject, without limitation, to all U.S. Government laws and regulations, strike, fire, flood, acts of civil or military authorities, war, insurrection, riot, inability to obtain materials or labor, or any other cause beyond the control of DIGITAL.
- 5.4 The delivery of all Products pursuant to the acceptance of orders shall be made by DIGITAL to Westham Trade Corporation, a wholly-owned subsidiary of SONDA, F.O.B. truck, facilities consolidation point for GIA, currently Northboro, Massachusetts, at which point title and risk of loss pass to DEAL. DIGITAL acknowledges that there may be exceptions to this shipping procedure.
- 5.5 The commission payable to DEAL shall insofar as possible shall be paid directly by DIGITAL and shall as far as possible not be paid, deducted, credited or debited by any customer or any other person in the Territory.
- 5.6 All quotations forwarded to DEAL by DIGITAL, and any quotations submitted by DEAL to Distributors or customers on behalf of DIGITAL, shall be and are subject to the terms and conditions contained in DIGITAL's Standard General International Area Direct

Sale Terms and Conditions prevailing at the time an order is accepted by DIGITAL ("Standard Terms and Conditions") and DEAL shall so advise all Distributors and prospective customers.

- 5.7 The aforesaid Standard Terms and Conditions are incorporated herein by reference and are made a part hereof. DIGITAL reserves the right to add to, amend or vary these Standard Terms and Conditions at any time and from time to time and upon such amendments, addition or variation being made, the added, amended or varied terms shall be deemed to have become a part hereof as of the date of notification to DEAL of such addition, amendment or variation.
- 5.8 DEAL shall have no right or authority to add to, amend or vary any of the Standard Terms and Conditions on behalf of DIGITAL nor shall it at any time solicit any orders on the basis of any addition, amendment or variation of such terms not made or authorized in writing to be made by DIGITAL through the Account Team Manager.
- 5.9 In soliciting orders with Distributors, DEAL shall not make any promises, representations, warranties or guarantees on behalf of DIGITAL which are inconsistent with either the terms hereof or the aforesaid Standard Terms and Conditions or any due and proper amendment thereof.
- 5.10 DIGITAL assumes no responsibility for any statement, promises or warranties other than those in the Standard Terms and Conditions or approved by DIGITAL, which are made by DEAL or any of its agents or employees with respect to the Products and DEAL hereby agrees to indemnify and save harmless DIGITAL against any claims arising therefrom.

6. DEAL OPERATION STANDARDS

During the term of this Agreement and with respect to its Purpose, DEAL shall adopt and adhere strictly at all times to DIGITAL's internal policies and procedures which DIGITAL shall provide to DEAL including but not limited to, policies applicable to DIGITAL's security, including network security, intellectual property protection, software licensing, export compliance, high risk, limitations of liability, and order administration, and such other applicable policies and procedures as DIGITAL may identify.

7. APPOINTMENT AND TERMINATION OF DISTRIBUTORS

Except as provided in Section 3.7, DIGITAL and DEAL together shall have the sole and exclusive right to appoint and terminate all Distributors. DIGITAL shall provide a model Distributor Agreement for use with Distributors in the

Territory. This model Distributor Agreement shall describe the process by which Distributors are appointed and terminated.

8. REPRESENTATIONS AND UNDERTAKINGS

- 8.1 DEAL represents that it has sufficient equipment, facilities and personnel to perform the covenants of this Agreement.
- 8.2 DEAL undertakes to devote its best efforts to the sale of the Products in the Territory. DEAL shall become familiar with technical and operational data of the Products, and use an aggressive, experienced and capable staff, reporting directly to DEAL's senior management, to solicit and promote sales of the Products.
- 8.3 DEAL undertakes to share with DIGITAL its knowledge relative to economic, commercial and industrial data, customs and procedures, business trends, market conditions, potential customers for the Products and activities of competitors within the Territory, as all of the foregoing pertain to the Products.
- 8.4 As used in this Article 8, the term DEAL includes its directors, officers, employees and others acting on its behalf. DEAL is legally qualified in the Territory to perform the services contemplated by this Agreement. DEAL shall, in performing its obligations under this Agreement, comply with all applicable existing and future laws, regulations and acts of the government(s) of the Territory.
- 8.5 DEAL shall not make any payment or gift directly or indirectly to any employee, officer, or representative of a foreign government under circumstances where such payment would constitute a bribe, kickback, or illegal payment under US or applicable foreign laws. DEAL further agrees to use its best efforts to ensure that no employee, officer or representative does the same.
- DEAL further agrees not to use any portion of its commission to make any payment or gift to any commercial customer representatives or to any DIGITAL employee or representative.
- 8.6 DEAL acknowledges that it is responsible for any export of Products received under this Agreement. DEAL agrees that it will only export the products received under this Agreement in compliance with US and other applicable export laws and regulations.
- 8.7 DIGITAL will use reasonable efforts to provide DEAL with export related information to assist DEAL with the proper classification for export of Products

received under this Agreement. DEAL, however, will not hold DIGITAL liable or responsible for any inaccurate or incomplete information which DIGITAL, in good faith, provides to DEAL.

- 8.8 DEAL agrees that it will execute any certifications and provide other information as may be required by DIGITAL to comply with the Export Administration Regulations of the U.S. Department of Commerce, Foreign Corrupt Practices Act, and other applicable laws, regulations and orders of the United States of America, and DIGITAL's internal controls program concerning the above. DEAL shall permit DIGITAL to audit at any time during normal business hours DEAL's books and records to determine DEAL's compliance with such laws, regulations, orders and internal control program.

9. RELATIONSHIP OF THE PARTIES

9.1 The relationship contemplated and created by this Agreement between DIGITAL and DEAL is one of principal and authorized master distributor, and no general or special agency on terms contained herein shall be or is intended to be created or implied by or under this Agreement. As such Authorized Master Distributor:

- a. DEAL shall describe itself as DIGITAL EQUIPMENT AMERICA LATINA, the Authorized Representative of DIGITAL and shall not with respect to orders solicited hereby describe or represent itself as having any other relationship with DIGITAL.
- b. DEAL shall not incur or undertake any liability on behalf of DIGITAL or in any way pledge or purport to pledge its credit or enter into any contract, agreements, arrangements or understandings or in any other way bind or attempt to bind DIGITAL with respect to dealings with third persons, firms and companies.

10. LOYALTY

10.1 DEAL agrees that it shall require its agents and employees shall adhere to the covenants of loyalty contained in Article 4.8 of the Shareholders Agreement among Digital Equipment Chile Limitada, Inversiones Pacifico Limitada and Inversiones Atlantico Limitada.

10.2 DEAL agrees that it will not, without the written consent of DIGITAL, purchase DIGITAL products from any source other than DIGITAL's General International Area, DEC Direct, or as otherwise directed by the Account Team Manager.

11. DIGITAL SUPPORT

11.1 DIGITAL shall furnish to DEAL reasonable sales and

services training and assistance, logistics support, sales and service documentation and other support services in order to enable DEAL, to implement the purposes of this Agreement.

11.2 DIGITAL shall furnish to DEAL the rights to use DIGITAL's trademarks in connection with activities hereunder, as set forth in the then current Distributor Operations Manual. Subject to DIGITAL's "Standards for Use of the DIGITAL Trademarks", as specified in the then current Distributor Operations Manual, DEAL may advertise the Products and/or services under the trade name and trademark of "DIGITAL" and other trade names and trademarks which DIGITAL may use.

11.3 DEAL acknowledges DIGITAL's rights to the trademarks "DIGITAL", "DEC", "PDP", "VAX" and other trademarks DIGITAL may from time to time utilize in connection with the worldwide sale and servicing of its Products. DEAL will not alter or remove any trademark or trade name applied to the Products without the prior written approval of DIGITAL. Nothing in this Agreement grants DEAL or DIGITAL rights in the trade names, service marks, or trademarks of the other party. Any ownership rights that may be established by DEAL in the trade names, service marks or trademarks of DIGITAL shall inure to the benefit of DIGITAL.

11.4 DEAL shall, at DIGITAL's request and expense, execute and deliver appropriate documents and conduct legal proceedings DIGITAL finds necessary for the safeguarding of any of DIGITAL's trademarks or trade names, and inform DIGITAL immediately of any violations of DIGITAL's trademarks or trade names of which it becomes aware.

12. PRICES/PAYMENTS

12.1 The price and/or fees and discount status of all Products, accessories, supplies, documentation, parts, and services, will be as specified by DIGITAL. Prices shall be based on United States Country List Price ("USCLP") and any discounts shall be calculated thereon. Prices do not include any special packaging or special crating charges, special costs of inspection, installation or acceptance tests. DIGITAL reserves the right to charge for any such non-standard order terms.

12.2 DIGITAL shall determine the discount schedule from time to time after evaluating market and other business conditions. For the first year of this Agreement, the discount will be 43.5%; however, this discount may vary by product, depending on DIGITAL's pricing scheme. DIGITAL reserves the right at any time to modify the prices and discount status of Products and services purchased hereunder. DIGITAL acknowledges that DEAL is performing services which reduce costs generally for

DIGITAL. This concept has been taken into account in establishing the above mentioned discount. DIGITAL agrees that this concept, along with other factors, such as, but not limited to, market conditions, shall be taken into account when DIGITAL establishes discounts in the future.

- 12.3 All support services provided by DIGITAL to DEAL pursuant to this Agreement including, but not limited to, certain technical support, shall be provided at the same cost that DIGITAL charges its wholly-owned subsidiaries, with no additional mark-up.
- 12.4 Unless otherwise agreed in writing, all charges due DIGITAL in connection with this Agreement shall be paid in accordance with the then current GIA Direct Terms and Conditions of Sale. Upon mutual agreement of the parties, payments may also be made (a) by debiting any DEAL credit account with DIGITAL, or (b) in U.S. dollars in advance. Any changes to DIGITAL's standard payment terms which are made available to customers generally, shall be made available to DEAL.
- 12.5 All accounts receivable will be reviewed and reconciled each quarter. DIGITAL reserves the right to increase or debit any DEAL credit account with DIGITAL, and/or reduce or increase the discount on outstanding and/or future orders in order to reconcile outstanding receivables, in accordance with what has been agreed upon as the amount owed.

13. CONFIDENTIALITY

- 13.1 DEAL shall keep secret during the term of this Agreement and thereafter and use only in connection with this Agreement, all confidential information, including but not limited to DIGITAL proprietary products and information regarding unannounced products, marketing information, data, materials, and documents (including the terms of this Agreement, except as required by the Central Bank of Chile and government officials) and the Distributor Operations Manual (hereinafter collectively referred to as "Information") provided in connection with this Agreement. Without limiting the generality of this obligation, DEAL shall:
- a. Initiate a system for the safe custody and control of the Information so that access is limited to DEAL's personnel who need to know this Information to perform their function within DEAL's organization; and
 - b. Obtain written agreement from all DEAL personnel that all Information furnished to them is only for use in connection with this Agreement and will not be disclosed to third parties.

13.2 DEAL and DIGITAL have executed a CONFIDENTIALITY AGREEMENT FOR NETWORK ACCESS dated July 25, 1991, which is hereby incorporated by reference as Exhibit A. The terms of this CONFIDENTIALITY AGREEMENT FOR NETWORK ACCESS shall remain in full force and effect throughout the Term of this Agreement.

14. PROPRIETARY PRODUCTS

14.1 DEAL acknowledges that all copyrights in or to all software, field service diagnostics, microfiche, educational training material books, courseware, videotapes and all updates, modifications or any other DIGITAL products and translations thereof (hereinafter referred to as "Proprietary Products") are the sole and exclusive property of DIGITAL. DEAL agrees that it shall not copy, translate or modify any Proprietary Products without the prior written authorization of DIGITAL. Any and all copyrights in or to translations or modifications to any Proprietary Products shall remain the exclusive property of DIGITAL.

14.2 DEAL acknowledges that Proprietary Products may contain trade secret, confidential and proprietary information and that the fact that these Products may contain a copyright notice does not constitute or imply publication. DEAL agrees not to disclose, or provide Proprietary Products which are for internal use only or designated confidential to any third party without the prior written authorization of DIGITAL.

14.3 DIGITAL shall license software directly to end user customers and grants DEAL no right to sublicense software directly to end user customers. DEAL shall adhere to the software licensing procedures described in the current Distributor Operations Manual. DEAL shall ensure that executed software licenses are obtained from end users upon software installation, and, in the event that this does not occur, DEAL shall be responsible for the license fee. DIGITAL and DEAL shall review software licensing procedures with the intention of establishing appropriate licensing procedures.

15. AUDIT RIGHT/BUDGET AND FORECAST

15.1 In addition to DIGITAL's audit rights in Section 8.8, DIGITAL reserves the right at any time to audit and to take extracts from DEAL's books and records to determine DEAL's compliance with the terms and conditions of this Agreement.

15.2 DEAL shall provide DIGITAL a forecast on a monthly basis a budget on a quarterly basis with all information necessary to substantiate its compliance with the terms and conditions of this Agreement.

16. FORCE MAJEURE

Neither party shall be held responsible for any delays in its performance hereunder if such delay is caused by an incident or event which could not be forecasted and prevented and occurs without the fault or negligence of the party whose performance is delayed. In the event of such a delay, performance shall be extended by a period equal to the period of time directly applicable to such event or incident, provided the delayed party notifies the other party of such event or incident promptly thereafter and advises the other party of the estimated effect on performance. If performance is delayed more than 120 days, the other party at its sole option may terminate this Agreement upon (30) days' written notice; and Article 17 hereof shall apply in the event of such termination.

17. TERMINATION

17.1 Either party will have the right to terminate this Agreement and/or any orders hereunder for cause effective immediately if the other party (i) sells, transfers or assigns this Agreement or any of its rights hereunder, except as provided in this Agreement, (ii) makes an assignment for the benefit of creditors or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property, (iii) is adjudged a bankrupt, or (iv) defaults in any of its obligations under this Agreement, unless the defaulting party remedies such default within thirty (30) days of receipt of notice in writing from the other party of such default.

17.2 The following shall be considered breaches of this Agreement which adversely and materially affect DIGITAL's interests and shall be considered cause for DIGITAL to terminate this Agreement and/or any of the rights granted hereunder upon thirty (30) days' written notice.

- a. The failure to comply with U.S. Export Regulations and/or establish and maintain the export compliance obligations and procedures as required by DIGITAL.
- b. The unauthorized use, copying or distribution of DIGITAL software or failure to pay all fees for software licenses (Right-To-Use) for software updates.
- c. The failure to pay any amount due DIGITAL in accordance with DIGITAL's then current payment policy.
- d. The sale or service of DIGITAL products, whether or not sold hereunder, or competition with a DIGITAL

entity outside the Territory, without the prior written consent of DIGITAL.

- e. Unethical and/or improper business practices.
 - f. The breach of DEAL's Confidentiality obligations as set forth in Article 13 of this Agreement or as set forth in the CONFIDENTIALITY AGREEMENT FOR NETWORK ACCESS dated JULY 25, 1991.
 - g. Misuse of DIGITAL's trademarks or copyrights.
 - h. DEAL fails to achieve any of its goals as set forth in its BUSINESS PLAN for two consecutive years, as a result of failing to use its best efforts.
- 17.3 If any of the sovereign entities or political subdivisions in the Territory enacts legislation after the execution of this Agreement, relating to the subject matter of this Agreement, which grants rights to DEAL which are not granted by this Agreement and which adversely and materially affect DIGITAL's option this Agreement shall terminate automatically one (1) day prior to the date such legislation becomes effective.
- 17.4 Upon expiration or termination of this Agreement, DEAL shall immediately discontinue the use of DIGITAL's trade name, trademarks, labels, copyrights, and displays relating thereto. In addition DEAL shall, at its own expense, immediately return to DIGITAL all technical and promotional literature, sales training aids, catalogs, circulars, and other literature of any kind, as well as any other data, diagnostic software, logistics software and other service materials then on hand related to the Products.
- 17.5 In the event of termination of this Agreement which is due to DEAL's breach, DIGITAL will have no obligations to DEAL or its employees for any indemnity for loss or income, goodwill, clientele or compensation for introduction of trademarks or any other direct or indirect consequence of termination.
- 17.6 Termination of this Agreement shall not relieve the parties of any obligations imposed by provisions of this Agreement which are expressed to survive this Agreement or any liability for damages resulting from a breach of such provisions.

18. NOTICES

All notices required or given under the terms of this Agreement shall be in writing to the addresses stated below and shall be effective upon receipt, or effective immediately upon personal service upon an authorized representative of the respective party. The addresses

stated below shall be the official addresses unless changed by written notice.

DIGITAL EQUIPMENT CORP.	DIGITAL EQUIPMENT AMERICA LATINA
100 Nagog Park, AK01	Teatinos 574
Acton, MA 01720 U.S.A.	SANTIGO, CHILE
Attention: Vice President	Attention: President
General International Area	Digital Equipment America Latina

19. RECONCILIATION

If, in that connection, with the implementaiton of this Agreement, disputes arise which cannot be resolved by the respective working groups involved, such disputes shall be brought to the attention of Messrs. Poulsen and Navarro.

0. ENTIRE AGREEMENT

This Agreement, including the Confidentialty Agreement For Network Access dated July 25, 1991, constitutes the entire agreement between the parties hereto with respect to the subject matter thereof and supersedes and replaces any and all prior agreements, communications, representations and understandings between the parties, whether oral or written. This Agreement may not be modified or amended in any manner except by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

21. MISCELLANEOUS

21.1 This Agreement is made in, governed by, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A.

DEAL and DIGITAL agree that any lawsuit, litigation, or legal proceeding shall be brought in the United States Federal Court in Boston, Massachusetts. Both parties consent to the sole and exclusive jurisdiction and venue of said Court, hereby waiving all right to any other jurisdiction or venue to which they might otherwise be entitled.

21.2 In the event any part of this Agreement shall be deemed to be in contravention of law, invalid, or unenforceable, said part shall be construed as closely as the law shall permit to accomplish its intent and the legality, validity or enforceability of the remaining provisions shall not be affected.

21.3 DIGITAL and DEAL reserve the right to suspend performance of any or all of its obligations hereunder if continued performance would, in its reasonable opinion, jeopardize the health or safety of its personnel.

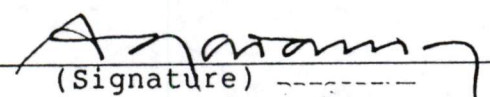
21.4 DEAL shall comply with any requirements for the registration or recording of this Agreement with governmental entities in the Territory.

21.5 DIGITAL may assign this Agreement to Digital Equipment Chile Ltda.

21.6 In the event of conflict between this Agreement and any other form, regardless of origin, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as a sealed instrument.

Digital Equipment America Latina Digital Equipment Corporation

BY: 
(Signature)

ANDRES NAVARRO HAEUSSLER
(Typed)

Title: PRESIDENT

Date: _____

BY: 
(Signature)

RICHARD POULSEN
(Typed)

Title: CORPORATE VICE PRESIDENT
PRESIDENT, DIGITAL EQUIPMENT CORP.
CORPORATE INTERNATIONAL

Date: _____

