

ANNEX No. 3 INDICATIVE MINUTES OF THE CONTRACT

Section A: GENERAL INFORMATION OF THE CONTRACT

CONTRACT INFORMATION

CONTRACT Number

Date of signing of the **CONTRACT**

Object

Value of the **CONTRACT**

Term of execution of the **CONTRACT**

COMPANY INFORMATION

Company Name

Tax Identification Authorized to contract:

Identification

Address

City

Telephone

CONTRACTOR INFORMATION

Company Name Tax Authorized to contract

Identification

Identification

Address

City

Telephone

Section B: GENERAL CLAUSES OF THE CONTRACT.

1. THE PARTIES

LA TRANSPORTADORA DE GAS INTERNACIONAL S.A. ESP, a company domiciled in Bogotá D.C., incorporated by Public Deed No. 67 of February 16, 2007, granted at the Notary Once of the Circle of Bucaramanga, registered in the Chamber of Commerce of Bogotá on May 28, 2014, under No. 01838815 of book IX, with commercial registration No. 02459073 and NIT. 900.134.459-7, represented by the person authorized to contract, identified in the Specific Clausulation of this document, a party hereinafter referred to as "**TGI**" or "**THE COMPANY**"; and on the other hand, the **CONTRACTOR**, identified in the Specific Clauses of this document, who together will be referred to as "**The Parties**", prior to the Contracting Process carried out in accordance with the Contracting and Execution Control Manual of **THE COMPANY**, we have agreed to enter into this contract (hereinafter the "**Contract**"), which will be governed by the following general and specific clauses.

2. PURPOSE

By virtue of this **Contract**, the **CONTRACTOR**, acting at its own risk, with freedom and technical and managerial autonomy, undertakes to execute the object defined in the Specific Clauses, in accordance with the provisions of Annex No. 1 Technical Specifications.

3. SCOPE

To carry out the object of the **Contract**, the **CONTRACTOR** must carry out at least the activities described in Annex No. 1 Technical Specifications.

4. TERM OF EXECUTION AND VALIDITY

The term of execution of the **Contract** will be that indicated in the Specific Clauses.

PARAGRAPH. - VALIDITY: The validity of the **Contract** will be for the agreed execution period and the term of the settlement defined in the Specific Clauses.

5. VALUE

The total value of the **Contract** will be that indicated in the Specific Clauses.

PARAGRAPH 1. The value of the **Contract** that will be paid to the **CONTRACTOR** includes all expenses, costs, duties, taxes, fees and other contributions related to the fulfillment of the contractual object, therefore, the agreed value will be the only acknowledgment that **THE COMPANY makes** to the **CONTRACTOR**. With the signing of this **Contract**, the **CONTRACTOR** declares that in the presentation of the cost of its bid it took into account all the direct and indirect costs of the works necessary to comply with the object of the **Contract**, including the costs for the execution of activities in special, safe and healthy conditions due to measures adopted by authorities to contain the spread of the Covid-19 pandemic,

including any unforeseen event that may arise, as well as all expenses, administration, utilities, risk assessment, contingencies and any other circumstance that may affect the development of the work, such as relations with communities, environmental obligations to be borne by **CONTRASTISTA**, among others.

The unit prices or rates of the goods and/or services quoted by the **CONTRACTOR**, will be remunerated in accordance with the price system or modality indicated in the Specific Clause, either by Unit Prices, Fixed Global Sum, Mixed Price modality, or any other that applies.

For contracts agreed by the unit price system, the value determined in the Specific Clauses is the maximum estimated value. The final real value of the **Contract** will be the result of multiplying the agreed unit values by the amounts actually executed and received to the satisfaction of **THE COMPANY**.

PARAGRAPH 2. READJUSTMENTS: Notwithstanding the foregoing, the Specific Clauses will indicate whether, in accordance with the nature of the **Contract** and the agreed conditions, **THE COMPANY** will recognize to the **CONTRACTOR** readjustments to the value of the **Contract**, or the agreed value is a fixed value.

PARAGRAPH 3. CURRENCY OF THE CONTRACT: The currency of the **Contract** will be the one indicated in the Specific Clauses.

6. METHOD OF PAYMENT

THE COMPANY will pay the **CONTRACTOR** the value of the **Contract** in accordance with the requirements indicated in the Specific Clauses.

PARAGRAPH 1. Payments will be made by **THE COMPANY**, within thirty (30) calendar days following the filing of the respective invoice, collection account or equivalent document, as applicable, at the offices of **THE COMPANY** located at Carrera 9 No. 73- 44, Bogotá D.C., at the correspondence window or through email at the following address: facturacion.proveedores@tgi.com.co, with the required supports. Notwithstanding the foregoing, for each payment the **CONTRACTOR** may freely and voluntarily avail himself of the

PROMPT PAYMENT PROCEDURE of invoices that THE COMPANY may have to facilitate the payment of its invoices and/or collection accounts before the maximum period provided for payment. For such purposes, in each payment, the **CONTRACTOR** shall express in writing its intention to avail itself of the procedure of prompt payment of invoices and shall exhaust the requirements provided for in the procedure that is in force and published on the website of **THE COMPANY**. www.tgi.com.co.

Once the **PROMPT PAYMENT OF INVOICES PROCEDURE** has been exhausted, the **company** may make the prompt payment, subject to availability of resources. However, in the event that the **CONTRACTOR** avails itself of the aforementioned procedure and **THE COMPANY** does not make the payment of the invoices before the maximum period provided, **THE COMPANY** may not be required to recognize and pay interest on arrears in the cancellation of the invoices, collection accounts or equivalent documents.

PARAGRAPH 2. The **CONTRACTOR** assumes the obligation to present the invoices, collection accounts or equivalent document to **THE COMPANY**, at the time when the payments agreed upon in this **Contract** so determine, and declares that due to the late presentation of the same, **THE COMPANY** will not assume any responsibility for the eventual adverse consequences that it represents to the **CONTRACTOR** the delay in payment and, therefore, waives in advance any compensation or benefit derived from the opportunity in which **THE COMPANY** makes the payment.

PARAGRAPH 3. **THE COMPANY** will make, at the time of payment, discounts for withholding tax and any others that are contractually and legally applicable.

PARAGRAPH 4. REPRESENTATIVE MARKET RATE (TRM): In the event that the invoices, collection accounts or equivalent documents are presented in United States dollars by a national **CONTRACTOR** in accordance with the value and form of payment provided for in the Specific Clauses of this document, the payment will be settled in accordance with the TRM of the date of filing of the invoice, collection account or equivalent document. For those cases in which the national **CONTRACTOR** must deliver **THE COMPANY' s goods**, the payment will be settled in accordance with the TRM of the day on which the Supervisor or the Auditor, as applicable, issues the respective order to the **CONTRACTOR**.

PARAGRAPH 5. AVERAGE EXCHANGE RATE: In the event that invoices, collection accounts or equivalent documents are presented by a national **CONTRACTOR** in a foreign currency other than the United States dollar in accordance with the value and form of payment provided for in the Specific Clauses of this document, the payment will be settled using the average exchange rate of the currency published by the Bank of the Republic of Colombia at the same time. the date of filing of the invoice, collection account or equivalent document. For those cases in which the national **CONTRACTOR** must deliver goods to **THE COMPANY**, the payment will be settled using the average exchange rate of the currency published by the Bank of the Republic of Colombia on the day on which the Supervisor or the Auditor, as applicable, issues the respective order to the **CONTRACTOR**.

PARAGRAPH 6. INTEREST: In the event that payments are not made within the terms established in this clause, **THE COMPANY** will recognize interest on arrears in the cancellation of invoices, collection accounts or equivalent documents at a rate that corresponds to the current bank interest certified by the Financial Superintendence of Colombia, for the period within which the delay is caused. For the purposes of the payment

of interest, the **CONTRACTOR** must make the corresponding calculations and submit to **THE COMPANY** the respective invoice, with the supports that demonstrate its existence, the period for which it is charged, and the rate applied.

In the event that invoices, collection accounts or equivalent documents are presented in foreign currency in accordance with the value and form of payment provided for in the Specific Clauses of this document and payments are not made within the terms established in the previous clause, **THE COMPANY** will recognize interest on arrears at the SOFR rate equivalent to the day of payment. For the purposes of the payment of interest, the **CONTRACTOR** must make the corresponding calculations and submit to **THE COMPANY** the respective invoice, with the supports that demonstrate its existence, the period for which it is charged, and the rate applied.

7. REIMBURSABLE EXPENSES **THE COMPANY** will only recognize reimbursable expenses to the **CONTRACTOR** in the event that such recognition is indicated in the Specific Clauses, in which case, the payment of the reimbursable expenses will only proceed for the concepts that are listed in the Specific Clause and up to the percentage or value defined in said document, and with the prior express authorization of the Supervisor or Auditor of the Contract. as appropriate, once instruction I-GAB-012 Approval of Resources for Reimbursable Expenses is applied. Expenses will be reimbursed under the following conditions: (i) All expenses will be recognized at cost; (ii) The **CONTRACTOR** shall make the legal withholdings on the payments or credit on account made as reimbursable expenses; (iii) The **CONTRACTOR** shall provide the Supervisor or Auditor of the Contract, as applicable, with certification from the tax auditor or accountant certifying the aforementioned expenses and that the taxes were paid and a copy of the supporting documents of the aforementioned expenses. Such documents must be issued in the name of the **CONTRACTOR**; (iv) The **CONTRACTOR** must submit a collection account to **THE COMPANY** with the corresponding **THE COMPANY** will only recognize reimbursable expenses to the **CONTRACTOR** in the event that such recognition is indicated in the Specific Clauses, in which case, the payment of the reimbursable expenses will only proceed for the concepts that are listed in the Specific Clause and up to the percentage or value defined in said document, and with the prior express authorization of the Supervisor or Auditor of the Contract. as appropriate, once instruction I-GAB-012 Approval of Resources for Reimbursable Expenses is applied. Expenses will be reimbursed under the following conditions: (i) All expenses will be recognized at cost; (ii) The **CONTRACTOR** shall make the legal withholdings on the payments or credit on account made as reimbursable expenses; (iii) The **CONTRACTOR** shall provide the Supervisor or Auditor of the Contract, as applicable, with certification from the tax auditor or accountant certifying the aforementioned expenses and that the taxes were paid and a copy of the supporting documents of the aforementioned expenses. Such documents must be issued in the name of the **CONTRACTOR**; (iv) The **CONTRACTOR** must submit a collection account to **THE COMPANY** with the corresponding support. The reimbursement of expenses will be made within thirty (30) calendar days following the filing of the respective request together with its supports in the Correspondence Office of **THE**

COMPANY, approved by the Supervisor or the Auditor of the Contract, as appropriate; (v) The request for reimbursement of expenses must contain: Contract No., date of issuance of the supporting documents, separation of taxes applied, valuation in pesos, which must coincide with those stated in the reimbursement request, the representative market rate (TRM) or the average exchange rate in force on the date on which the respective payment was made (if applicable), and aggregation of reimbursable expenses; (vi) The CONTRACTOR shall submit a Statement of Reimbursable Expenses signed by the Supervisor or the Auditor of the Contract, as applicable, and the CONTRACTOR. supports. The reimbursement of expenses will be made within thirty (30) calendar days following the filing of the respective request together with its supports in the Correspondence Office of THE COMPANY, approved by the Supervisor or the Auditor of the Contract, as appropriate; (v) The request for reimbursement of expenses must contain: Contract No., date of issuance of the supporting documents, separation of taxes applied, valuation in pesos, which must coincide with those stated in the reimbursement request, the representative market rate (TRM) or the average exchange rate in force on the date on which the respective payment was made (if applicable), and aggregation of reimbursable expenses; (vi) The CONTRACTOR shall submit a Statement of Reimbursable Expenses signed by the Supervisor or the Auditor of the Contract, as applicable, and the CONTRACTOR.

8. TAXES

Taxes incurred in connection with the execution and execution of this **Contract** they will be in charge of whom, in accordance with the regulations in force, is considered as a taxpayer of the respective obligation. The strict compliance with the formal duties associated with the taxes arising from the execution and execution of this **Contract** and the practice of the withholdings that are applicable, will be the responsibility of the party that is obliged as provided for in the regulations in force. **The Parties** undertake to provide the information and supporting documentation that is necessary for the correct determination of their tax obligations.

9. CONTRACTUAL GUARANTEES

The definition of the protections, coverages, insurable securities or amounts to be guaranteed, as well as the validity and conditions of the guarantees of this **Agreement** will correspond to what is indicated in the Specific Clauses.

The **CONTRACTOR** must cover the risks defined in the Specific Clauses. The guarantees may consist of 1) Insurance Policy, 2) Commercial Trust in Guarantee or 3) Bank Guarantee or 4) Stand by Letter of Credit, issued by an Insurance Company or Banking Entity as the case may be, internationally or nationally recognized, and legally authorized to operate in Colombia. In the event that **THE COMPANY** determines a type of guarantee different from the above, the conditions and requirements of said guarantee will be indicated in the Specific Clauses.

THE COMPANY currently has the Contracting Risk Mitigation Program, to which the **CONTRACTOR** may voluntarily join for the constitution of insurance policies established for this type of program.

- a) **Correct management of the advance:** It covers economic damages that may affect their assets as a result of non-investment, improper use, misappropriation of sums in money or in kind that are delivered as an advance, and economic damages that may affect their assets, derived from the non-reimbursement of sums in money or in kind, that they are delivered as an ADVANCE and that the guaranteed party (the **CONTRACTOR**) does not return to the insured (**THE COMPANY**).
- b) **Correct management of the advance payment:** It covers economic damages that may affect your assets as a result of non-investment, improper use, misappropriation of sums in money or kind that are delivered as advance payment, and economic damages that may affect your assets, derived from the advance payment and that the guaranteed party (the **CONTRACTOR**) does not return to the insured (**THE COMPANY**).
- c) **Good handling of materials and equipment:** By means of this protection, the insured (**THE COMPANY**) is covered against damages caused by the guaranteed party (the **CONTRACTOR**) due to the misuse or misappropriation of the materials and equipment that the insured (**LA COMPANY**) has lent or supplied to the guaranteed party (the **CONTRACTOR**) for the execution of the **Contract**.
- d) **Compliance:** By means of this protection, the insured (**THE COMPANY**) is covered against the financial damages caused by the guaranteed party (the **CONTRACTOR**) derived from the total, partial, late or defective non-compliance attributable to the guaranteed party (**THE CONTRACTOR CONTRACTOR**), of any of the obligations arising from the insured **Contract**, as well as for damages attributable to the guaranteed party (the **CONTRACTOR**) for partial deliveries of the work when the **Contract** does not provide for partial deliveries. This amparo includes fines (provisional enforcement measures) and the value of the pecuniary penalty clause that are enforced.
- e) **Payment of Salaries, Social Benefits and Workers' Compensation:** By means of In this protection, the insured (**THE COMPANY**) is protected against financial damages, originating in the breach of the obligations, named in the senses and scope assigned to them by labor legislation, including the moratorium indemnities for non-payment cited in article 65 of the Substantive Labor Code, with respect to the persons who have been used to execute the **Contract** insured, as long as there is employer solidarity or that the insured (**THE COMPANY**) is obliged to pay for concepts to which

this amparo refers; both for the personnel employed by it or its subcontractors, in the execution of the **Contract**.

- f) **Quality of service:** By means of this protection, the insured (**THE COMPANY**) is protected against financial damages that have their origin in the inappropriate form or negligent in how the services were provided or the tasks entrusted to the guaranteed party (the **CONTRACTOR**) **were carried out in** accordance with the requirements of the insured obligation or the legal requirements that refer to the object and scope contracted.
- g) **Quality and correct functioning of the goods, elements and equipment supplied:** Covers economic damages that may affect the assets of the insured (**THE COMPANY**), derived from the poor quality, deficient quality or defective performance of the elements, goods and equipment supplied by the insured (the **CONTRACTOR**), once received in appearance to the satisfaction of the insured (**THE COMPANY**).
- h) **Supply and provision of spare parts.** It covers direct economic damages that may affect the assets of the insured (**THE COMPANY**), caused by non-compliance in the supply of spare parts, parts, materials and supplies necessary for the repair and maintenance of goods supplied by the guaranteed party (the **CONTRACTOR**), against the specifications agreed upon in the **Contract**.
- i) **Stability and quality of the Work:** Covers the economic damages that may affect the assets of the insured (**THE COMPANY**), attributable to the guaranteed party (the **CONTRACTOR**), generated by the deterioration, and/or alteration, and/or total or partial destruction of the work(s) built or manufactured as the object of the **Contract**, that under normal conditions of use, detected after the completion and delivery of the work(s), without being conditioned to the fact that the faults or defects imply a threat of ruin, or prevent their use.

INSURANCE POLICIES REQUIRED. Policies must be issued by insurance companies legally authorized to operate in Colombia. As a requirement for the execution of the **Contract**, in addition to its signature and the constitution and presentation of the above guarantees, the **CONTRACTOR** shall constitute at its own expense, in favor of itself and deliver to **THE COMPANY** for its approval, the following policies:

- a) **Non-contractual civil liability:** Covers property damages (consequential damage and loss of earnings) and non-property damages (moral damage, physiological damage or damage to life in relation to and damage to health), caused by the Policyholder/Insured due to certain non-contractual civil liability incurred in accordance with the law,
a a result of an event that occurs under the validity of the policy, causes material damage,

personal injury or death to third parties, in the course of the execution of the **Contract** and that are attributable to the **CONTRACTOR**.

- b) **Group Life Insurance:** Covers death or death from any cause caused during the term of the policy (either natural death or accidental death) in an unforeseen event, beyond the will of the insured that is the exclusive and direct consequence of a sudden, external, fortuitous event covered by the policy, which causes death instantaneously or within one hundred and eighty (180) calendar days following the date of the event.
- c) **Accident Insurance:** Covers only death caused by an accident in an unforeseen event, beyond the control of the insured that is the exclusive and direct consequence of a sudden, external, fortuitous event covered by the policy, which causes death instantaneously or within one hundred and eighty (180) calendar days following the date of the accident.

The policy is primary and non-contributory to any guarantee or insurance contracted by the **CONTRACTOR**, up to the scope and amount of the responsibilities assumed by the **CONTRACTOR** in accordance with the provisions of the **Insured Contract**.

The policy must appear verbatim the number of the **Contract** that is being covered.

APPLICABLE PARAGRAPHS

PARAGRAPH 1. As a requirement for the execution of the **Contract**, in addition to its signature, numbering, date assignment and other requirements for the execution of the **Contract** defined in this document, the **CONTRACTOR** shall constitute at its own expense and in favor of **THE COMPANY** and deliver to the Supervisor or Auditor of the **Contract**, as applicable, the policies and guarantees indicated in the Specific Clauses with compliance with the requirements set forth, no later than within the period indicated in the Specific Clauses of this document, in order to be reviewed and duly approved by **THE COMPANY**.

PARAGRAPH 2. The guarantees must appear textually as the beneficiary: "Transportadora de Gas Internacional S.A. ESP". Likewise, in reference to insurance policies, they must be issued in the format "In favor of ESP Public Service Companies" and must be accompanied by the respective premium payment receipt and/or payment certification issued by the insurer, and the general and particular conditions of the policies, limits, exceptions and deductibles thereof.

For the Extra-Contractual Civil Liability policy, **THE COMPANY** must appear verbatim as an affected third party and additional insured.

PARAGRAPH 3. The **CONTRACTOR** undertakes to replace the amount covered by the insurance policies whenever it is reduced or exhausted by its execution, by any claim, by default or by partial default.

PARAGRAPH 4. The **CONTRACTOR** will be responsible for all the expenses incurred for the purposes of the issuance of the guarantees.

PARAGRAPH 5. In the same way, when the Contract is increased, added, adjusted or modified in any way, the **CONTRACTOR** must present to the Supervisor or Auditor of the **Contract**, as applicable, within five (5) calendar days following the signing of the document amending the **Contract**, the modification of the guarantees, together with the official receipt of payment of the costs issued by the insurer of the corresponding premiums.

In the event that the **CONTRACTOR** refuses to present the corresponding policies or modifications, **THE COMPANY** may request them directly and if they generate any cost, this may be deducted from the balances in favor of the **CONTRACTOR**.

PARAGRAPH 6. In the same way, when during the execution of the **Contract** there are contractual novelties, such as the signing of the initiation act, suspension act, restart act, final delivery act, among others, the **CONTRACTOR** must submit to the Supervisor or Auditor of the **Contract**, as appropriate, within five (5) calendar days following the signing of the respective document of contractual novelty, the respective proof of notification of said contractual novelty before the insurer or the respective modification of the guarantees, together with the official receipt of payment of the costs issued by the insurer of the corresponding premiums, as applicable.

In the event that the **CONTRACTOR** refuses to present the policies, notification support or corresponding modifications, **THE COMPANY** may request them directly from the insurer and if they generate any cost, this may be deducted from the balances in favor of the insurer. **CONTRACTOR**.

PARAGRAPH 7. Insurance policies may not be terminated early either by the **CONTRACTOR** or by the entity issuing them, including the Insurance Company without prior written authorization from **THE COMPANY**. In the event of revocation of an insurance policy by the entity that has issued or issued it, the **CONTRACTOR**, as well as the Insurance Company, undertake to inform **THE COMPANY**, within twenty-four (24) hours following the date on which the **CONTRACTOR** is notified of this fact by the corresponding entity.

PARAGRAPH 8. **THE COMPANY** shall not be responsible for the limits, deductibles, exclusions, guarantees, subjectivities and other limitations and conditions of the **CONTRACTOR**'s policies. The **CONTRACTOR** will be solely responsible if the coverage is deficient. Each and every one of the deductibles in the insurance policies will be assumed by the **CONTRACTOR** under its sole responsibility.

PARAGRAPH 9. If the **CONTRACTOR** does not constitute or does not deliver the stipulated guarantees and insurances or does not keep in force or updated the guarantees or insurances required, under the terms and conditions agreed in this **Contract**, **THE COMPANY** may terminate the **Contract** in the state in which it is, without having to recognize or pay any compensation in favor of the **CONTRACTOR** for this fact. In this event, **THE COMPANY** reserves the right to contract with a third party, as provided in its Contracting and Execution Control Manual and without prejudice to legal action against the defaulting **CONTRACTOR**.

PARAGRAPH 10. The insurance company that issues it accepts that the scope of the same is limited only to the following text: "The contracting public service companies are covered against the breach of labor obligations by the contractor, related to the personnel used in the execution of this **Contract** in accordance with the provisions of article 34 of the Substantive Labor Code." This must be stated on the cover of the policy.

PARAGRAPH 11. The policy is primary and non-contributory to any guarantee or insurance contracted by the **CONTRACTOR**, up to the scope and amount of the responsibilities assumed by the **CONTRACTOR** in accordance with the provisions of the insured contract.

PARAGRAPH 12. The policies and guarantees must appear verbatim with the number of the **Contract** that is being protected.

PARAGRAPH 13: In the event that the currency of the **Contract** is agreed in United States dollars, the value of the guarantees of the **Contract** shall correspond to United States dollars. However, in the event that the **CONTRACTOR** fails to contract the **Contract** guarantees under these conditions, the value of the **Contract guarantees** it will correspond to Colombian pesos, calculated by the TRM on the date of signing the **Contract**.

On the other hand, and in the event that the value of the **Contract** has a component in Colombian pesos and a component in United States dollars or in another currency other than the Colombian peso, the value of the guarantees of the **Contract** will correspond to Colombian pesos, calculated by the TRM of the date of execution of the **Contract**.

10. AUDIT

The **CONTRACTOR** expressly accepts and acknowledges that **THE COMPANY** may review the information it deems pertinent to verify compliance with national and international anti-corruption laws or regulations, including, but not limited to, Law 1778 of 2016 on Transnational Bribery and the guidelines of the Code of Ethics. The **CONTRACTOR** undertakes to provide **THE COMPANY** with all the information necessary for these purposes.

11. GENERAL COMPLIANCE CLAUSE

The **CONTRACTOR** undertakes not to incur or allow, during the execution or development of the **Contract**, acts of corruption, bribery, fraud, money laundering and any of its underlying crimes, financing of terrorism, financing of the proliferation of weapons of mass destruction, environmental regulations including the prevention of environmental crimes or infractions, violations of the Foreign Corrupt Practices Act of the United States, and violations of the Foreign Corrupt Practices Act of the United States of America (FCPA), UK Bribery ACT, or the applicable international standard, materialization of personal, family or economic conflicts of interest, disqualifications, incompatibilities, violation of free and fair economic competition or violation of consumer rights. Likewise, the **CONTRACTOR** undertakes to act in all circumstances in a transparent manner, always under the principles of integrity, honesty, legality, responsibility, respect, good faith, equity and efficiency, also committing to always protect life, health and environmental rights. Likewise, it undertakes to ensure that, in the event that subcontracting is appropriate within the framework of the **Contract** entered into with **THE COMPANY**, it will take all measures to ensure that the provisions contained in the compliance clause are adopted by the subcontractor and included in the corresponding contract.

In addition to the current regulations applicable to **THE COMPANY**, both nationally and internationally in anti-corruption matters, including the prevention of transnational bribery, anti-money laundering, anti-financing of terrorism, anti-financing of the proliferation of weapons of mass destruction

and the protection of personal data, the **CONTRACTOR** is obliged to know and abide, among others, the Code of Ethics and Conduct for Suppliers and Contractors of **THE COMPANY** and all other internal guidelines such as policies, procedures and regulations, aimed at the prevention of the aforementioned conducts. It is also committed to abide by the Sustainability and Human Rights Policies, as well as the Diversity and Inclusion Policy of **THE COMPANY** those that replace them or take their place or the guidelines issued by Grupo Energía Bogotá S.A. ESP, parent company of the business group, in the event that **THE COMPANY** does not have its own document.

The **CONTRACTOR** authorizes **THE COMPANY** to carry out audits, verifications, monitoring or information requirements related to the execution of the **Contract** and the provision of its compliance programs (money laundering, terrorist financing, anti-corruption, business ethics, anti-bribery and protection of personal data).

Likewise, the **CONTRACTOR** reiterates its consent and free and express authorization, granted with the presentation of its bid and the signing of the **Contract** and the annexes related to all the policies established by **THE COMPANY**, in compliance with the applicable legislation and other declarations expressed.

The **CONTRACTOR** undertakes to report immediately when it becomes aware of any non-compliance related to any alleged or actual deviation from the national ethical or legal

framework, or applicable international law, by the personnel in their charge, the personnel of **THE COMPANY**, of any related third party of their subcontractors, whether direct or indirect, with respect to the above provisions, through the ETHICAL CHANNEL of **THE COMPANY** by any of the means of access available for such purpose.

Likewise, it is the obligation of the **CONTRACTOR** to keep updated records of all economic and financial transactions and those related to the disposition of assets, in accordance with the applicable accounting and internal control standards. The **CONTRACTOR** undertakes to make all payments and disbursements associated with the execution of the **Contract** signed with **THE COMPANY** and to make the payment and disbursement related to its derived obligations through financial institutions duly constituted, authorized and supervised by the competent authority, avoiding making payments in cash in order to strengthen the controls, reports and monitoring applicable to the prevention of money laundering and financing of terrorism.

The **CONTRACTOR** undertakes to have a Comprehensive Compliance Program disclosed and implemented and to comply with all regulatory provisions that regulate it and to ensure that its subcontractors also have a duly disclosed and implemented Program that is effective in establishing a high ethical culture and avoids deviations from the ethical and/or legal framework.

Failure to comply with any of the provisions contained in this GENERAL COMPLIANCE CLAUSE and following, or failure to comply with the obligations relating to preserving the ethical framework of **THE COMPANY** and to act under the principles of legality and integrity, of the principles or values of **THE COMPANY**, or any deviation from the framework or the failure to disclose information in a timely and clear manner, will give rise to the power to unilaterally and early terminate the **Contract** by **THE COMPANY** without giving rise to any compensation or consideration and without prejudice to other sanctions or legal actions that may be appropriate

12. PROVISIONS FOR THE PREVENTION OF ILLICIT ACTIVITIES

The **CONTRACTOR** undertakes not to participate directly or indirectly through any of its employees, administrators, related companies, subsidiaries, subordinates, subcontractors or related third parties, in any act or transaction that infringes, may infringe or that involves a violation of any applicable national or international norm regarding facts associated with fraud, corruption, such as, but not limited to, crimes against the public administration, national bribery, transnational bribery, money laundering, financing of terrorism and/or financing of the proliferation of weapons of mass destruction, environmental crimes, restrictive practices of competition, abuse of the dominant position or infringement of consumer rights.

The **CONTRACTOR** expressly acknowledges and affirms that they will refrain from soliciting, receiving, intermediating, paying, promising or authorizing the direct or indirect payment of money or any other element of value, to any private natural person, public servant, public or government official, political party or candidate, regardless of the territory in which it is located. when such payment has the purpose, directly or indirectly, of obtaining any type of advantage, benefit, action or omission on the part of the private or public official or any illicit or illegal act or that involves a deviation from the ethical framework or the obtaining of an illegal competitive advantage.

The **CONTRACTOR** declares that it fully complies with the applicable regulations on the prevention of corruption, promotion of business ethics, anti-transnational bribery, anti-money laundering, financing of terrorism, proliferation of weapons of mass destruction, protection of personal data, having robust compliance programs that effectively and efficiently generate the prevention and management of risks associated with such conducts, as well as the mechanisms for detection and response to the materialization of these risks and in the event that it is not obliged to have such compliance programs by any regulation, it undertakes to comply with the provisions of **THE COMPANY** on the matter.

The **CONTRACTOR** declares that the resources that make up its assets and income do not come from money laundering and/or its underlying crimes, financing of terrorism, proliferation of weapons of mass destruction, drug trafficking, acts associated with corrupt conduct, and in general from any illicit activity; likewise it declares that the resources received in the development of this **Contract** They will not be used for any of the activities described above or for any act associated with corruption, including transnational bribery.

The **CONTRACTOR** undertakes, during the term of the contractual relationship, to carry out an adequate and transparent management of the goods and/or resources that are contributed and/or resulting from this **Contract** and guarantees that all resources come from lawful funds and activities and that it knows the origin of the resources.

It also undertakes to respect the legal and regulatory standards in force in the national and international legal system regarding acts against Money Laundering, Financing of Terrorism, Financing of the Proliferation of Weapons of Mass Destruction and Forfeiture of Property.

The **CONTRACTOR** certifies that it has mechanisms for the prevention and control of money laundering, knowledge of customers (due diligence procedures), detection and reporting of suspicious transactions and control of the financing of terrorism and the financing of the proliferation of weapons of mass destruction.

The **CONTRACTOR** declares that neither its principal or alternate legal representatives, directors, principal or alternate members of the Board of Directors, if any, or de facto or de jure Administrators, are (i) under investigation as a result of allegations of bribery and/or

fraud, or corruption; (ii) in the course or direct link of a judicial and/or administrative proceeding or having been convicted or denounced under accusations of any crime related to acts of fraud, corruption or bribery; (iii) listed on any control list or restrictive list or known or suspected of financing terrorist and/or money laundering practices; (iv) subject to economic and/or trade restrictions or sanctions by any governmental entity; (v) are not included in the OFAC List, United Nations, European Union list and other national and international binding and/or control restrictive lists. The **CONTRACTOR** undertakes to immediately inform **THE COMPANY** of any situation arising in relation to the numerals contained in this clause, or any situation of which they are aware, which affects, in accordance with the above, its administrators, shareholders or partners.

The **CONTRACTOR** declares that it is not aware that any of its partners or shareholders with more than 5% of shareholding, are involved in any of the situations mentioned in the previous paragraph and assumes the same obligations in relation to immediately informing **THE COMPANY** of any situation that modifies such statements.

The **CONTRACTOR** is also obliged to provide all the information relating to its legal nature and its final beneficiaries, as well as to report at any time on facts of a legal, economic or financial nature relating to the company, its parent company, subsidiaries, partners, shareholders or administrators that may generate a significant change in the assessment and/or management of the risks associated with this **Contract** entered into between the parties.

The **CONTRACTOR** shall indemnify and hold harmless and free of damage **THE COMPANY** for any fine, damage or prejudice suffered by or on the occasion of non-compliance with the measures or regulations for the Prevention of Money Laundering, Financing of Terrorism, Financing of the Proliferation of Weapons of Mass Destruction, bribery, transnational bribery, corruption or fraud.

The **CONTRACTOR** undertakes to fill out all the forms and documents required by **THE COMPANY** with complete, truthful and verifiable information on final beneficiaries, shareholder composition and other documents aimed at establishing a transparent relationship based on business integrity and that facilitates the process of knowing the counterparty and due diligence, preventing the risks of Money Laundering, Terrorist Financing or Financing of the Proliferation of Weapons of Mass Destruction and any risk of fraud or corruption.

13. COMMITMENT TO ETHICS

The **CONTRACTOR** accepts that it is aware of and adheres to all the provisions contained in the Code of

Ethics and Conduct for Suppliers and Contractors of TGI, available at

<https://www.tgi.com.co/grupos-de-interes/informacion-proveedores/programa-de-etica-ycompliance> and acknowledges that failure to comply with such provisions may result in the

unilateral termination of the **Contract** by **THE COMPANY**, without giving rise to any compensation or consideration. In the event that the contractual provisions allow the subcontracting of any activity, the **CONTRACTOR** must ensure compliance with all the provisions contained in TGI's Code of Ethics and Conduct for Suppliers and Contractors by all subcontractors, the socialization of which is the exclusive obligation of the **CONTRACTOR**.

In addition, the **CONTRACTOR** undertakes to:

- Ensure the accounting system, ensuring that financial information is transparent, reliable and traceable. In addition, it is not allowed to give or receive cash payments, gifts, benefits of any kind, or facilitation payments.
- Refrain from giving, receiving, giving, granting, promising or delivering any kind of gifts, entertainment items, hospitality and/or anything having value, related to the performance of this **Agreement**, including but not limited to gift certificates, travel, airfare, lodging, transportation, meals, invitations to events (including plays, concerts, sporting events, tours and nightclub tickets), any promotional item and/or any other benefit or advantage, even if not monetary.
- Know and comply with the Data Protection Policy, the Information Security Policy and guarantee the existence of prevention mechanisms in terms of cybersecurity and copyright, which protect the information and assets of **THE COMPANY**.

The **CONTRACTOR** is permanently and unavoidably committed to maintaining a high ethical culture within its organization and to execute all efforts and actions to promote Integrity as a pillar of the corporate culture and of all interactions with **THE COMPANY** and its stakeholders.

14. CONFLICTS OF INTEREST, DISQUALIFICATIONS AND INCOMPATIBILITIES

The **CONTRACTOR** declares that it and/or any of its members are not involved in any of the causes of inability, incompatibility or conflict of personal, family or economic interest, in accordance with the provisions of the Constitution, the Law, the Contracting and Execution Control Manual, or the Code of Ethics and Conduct of Suppliers and Contractors of **LA**

COMPANY, as well as any other corporate document established by **THE COMPANY** or the documents issued by the parent company that have scope to subsidiaries, such as policies, manuals or procedures, among others. In the same way, he states that he and/or any of its members are not prevented from contracting with **THE COMPANY** due to situations of commercial relations or consanguinity, affinity or personnel with those who hold the quality of administrators, employees or any counterparty with which it relates in the various stages of the contracting process of **THE COMPANY** and the execution or settlement of the **Contract**.

In the event of a circumstance that makes the eventual or real configuration of a conflict of interest inevitable, it must be reported immediately through the Ethical Channel of **THE COMPANY** and the **CONTRACTOR** must refrain from incurring in any action, omission or decision that limits its independent and objective judgment to execute its contractual responsibilities and that the common interest derived from the commercial relationship prevails and not his own, that of a third party or that of a related party. The **CONTRACTOR** must act objectively, transparently and impartially during the development of the contractual relationship.

In the event that the **CONTRACTOR**, through its legal representatives, administrators, directors or any collaborator who has any direct interference in the obligations or execution of the contract, is involved in a conflict of interest without it having been disclosed, or that during the contractual relationship a situation arises without it being immediately reported to the Ethics Channel of **THE COMPANY**, this will give rise to the possibility of early termination of the **Contract** by **THE COMPANY**, without causing any compensation in favor of the

CONTRACTOR.

15. PROTECTION OF PERSONAL DATA

The **CONTRACTOR** expressly states that it is aware of and strictly complies with the Colombian regulations applicable to the Processing of Personal Data, especially the duties and obligations established for the Processors of Personal Data enshrined in the regulations. Consequently, the **CONTRACTOR** undertakes to:

- a) To carry out the Processing of Personal Data in strict compliance with the principles of legality, purpose, freedom, veracity or quality, transparency and restricted access and circulation, security, and confidentiality enshrined in the applicable regulations.
- b) To carry out the Processing of the Personal Data transmitted in the development of the object of this **Contract** solely and exclusively on behalf of **THE COMPANY** as Data Controller and for the purposes that the Data Controllers have authorized.
- c) Refrain from carrying out Processing on Personal Data for purposes other than the fulfillment of the object and obligations of this **Contract**, and in turn are framed within the purposes established in the Personal Data Processing Policy.
- d) Keep the information under the necessary security conditions to prevent its adulteration, loss, copying, reproduction, archiving, consultation, use or unauthorized or fraudulent access.
- e) Maintain strict confidentiality and reserve with respect to the personal information transmitted in compliance with the purpose of this **Agreement**.
- f) To carry out the timely updating, rectification or deletion of the data in the terms established in the applicable regulations.

- g) Update the information reported by **THE COMPANY** within five (5) business days from its receipt.
- h) In the event that the Data Owner or his/her successors consider that the information contained in the Data Transmitted by virtue of this **Contract** should be subject to correction, updating or deletion, the **CONTRACTOR** shall register in the database the legend "claim in process" in accordance with the provisions of current regulations.
- i) Respond to the queries made by **THE COMPANY** about the Processing of Personal Data carried out by the **CONTRACTOR** within the following three (3) business days from the date of receipt of the query.
- j) To allow periodic evaluations to be carried out in compliance with the regulations of **THE COMPANY** on the Processing of Personal Data. If as a result of such evaluation improvement plans are detected, the **CONTRACTOR** shall implement them within the term determined by the Parties.
- k) Adopt an Internal Manual of Policies and Procedures to ensure adequate compliance with the National Regime of Colombian Law on the Protection of Personal Data and especially for the attention of queries and complaints by the holders.
- l) The **CONTRACTOR** declares that he/she is aware of and accepts the Personal Data Processing Policy of **THE COMPANY** published on the <https://www.tgi.com.co/datos-personal> website and consequently undertakes to comply with the provisions therein.
- m) Insert in the database the legend "information under judicial discussion" once notified by the competent authority about judicial proceedings related to the quality of the personal data that is registered in the database Transmitted by **THE COMPANY** by virtue of this **Contract**.
- n) Refrain from circulating information that is being disputed by the Owner and whose blocking has been ordered by the competent authorities.
- o) Allow access to the information only to those persons who must have access to it in order to comply with the obligations of this **Agreement**; with the understanding that the obligations of confidentiality and Processing of Personal Data are extended to said persons and that **THE CONTRACTOR** is the guarantor of compliance with such obligations.
- p) Inform **THE COMPANY** when there are violations of the security codes and there are risks in the management of the information of the Owners (Security Incidents associated with the Processing of Personal Data) to the email datospersonales@tgi.com.co and no later than five (5) business days from their occurrence.
- q) Comply with the instructions and requirements given by the competent authorities and supervisors on the Processing of Personal Data.
- r) Once the contractual provision has been fulfilled, the Personal Data must be destroyed or returned to **THE COMPANY**, as well as any digital or physical medium

in which any Personal Data subject to the Processing is recorded. The deletion of any of the aforementioned data must be documented by means of minutes and attached support if applicable, by the **CONTRACTOR** and shared with **THE COMPANY** as evidence of the deletion.

- s) Refrain from processing Sensitive Personal Data, by virtue of the established legal prohibition, however, for its processing the authorization is optional, prior and express.
- t) In the event that subcontracting is permitted by virtue of the contractual relationship, it is the exclusive obligation of the **CONTRACTOR** to inform the subcontractors of TGI's Personal Data Policy and ensure that this and the other legal provisions in accordance with the applicable jurisdiction are duly known and complied with by its subcontractors.

PARAGRAPH 1. The Parties expressly state that for the purposes of interpreting this clause, the words, terms or expressions in initial capital letters will have the meaning established by the Colombian regulation for the Processing of Personal Data.

PARAGRAPH 2. Complaints from the Owners of Personal Data. The **CONTRACTOR** declares and acknowledges that the Owners of the Personal Data and their successors may directly demand from the **CONTRACTOR** the fulfillment of the obligations established in the applicable regulations. Likewise, the **CONTRACTOR** declares and acknowledges that when the Owners of the Personal Data and their successors consider that the information contained in the database transmitted by **THE COMPANY** should be subject to correction, updating or deletion, or when they notice the alleged breach of any of the **CONTRACTOR**'s duties as the person in charge of the Processing of Personal Data, they may file a Claim directly with **THE CONTRACTOR** who is obliged to process it under the conditions and deadlines established in the current regulations on the protection of Personal Data. In the event that the claim is the responsibility of **THE COMPANY** as Data Controller, the **CONTRACTOR** must transfer it to **THE COMPANY**, no later than two (2) business days following its receipt, to email datospersonales@tgi.com.co.

The **CONTRACTOR** may not at any time issue a response to a claim that is within the competence of

THE COMPANY.

PARAGRAPH 3. Transmission and/or Transfer of Personal Data: If the **CONTRACTOR** Transfers and/or Transmits Personal Data to **THE COMPANY** within the framework of the fulfillment of this **Contract**, the **CONTRACTOR** undertakes to Transmit and/or Transfer to **THE COMPANY** Personal Data, only and exclusively when expressly and fully authorized for this purpose by the Data Owner. Consequently, **THE CONTRACTOR** guarantees that the Data Transmitted and/or Transferred to **THE COMPANY** have the respective authorizations in the manner provided for in the legal provisions in force. In the same way,

THE CONTRACTOR guarantees that it has proof of the authorization of the Owners of the Transmitted and/or Transferred data on the occasion of this **Contract**.

The **CONTRACTOR** must refrain from Transferring and/or Transmitting to **THE COMPANY** any Personal Data on which it is not duly authorized or legitimized to process for the purposes of this **Contract**. The **CONTRACTOR** must provide **THE COMPANY** with proof of authorization in the event that the **CONTRACTOR**, the data owner or the Data Protection Authority requires it. Proof of the Owner's authorization must be provided by the **CONTRACTOR** to **THE COMPANY**

within five (5) business days following the request made by the latter. If authorization is not necessary to legitimize the processing, the **CONTRACTOR** must prove the legal mechanism that legitimizes it to process the data delivered to **THE COMPANY**. The **CONTRACTOR** adopt useful, necessary, efficient, appropriate and verifiable measures to ensure and be able to demonstrate compliance with its contractual and legal duties, periodically review and evaluate such measures in order to measure their level of effectiveness and the degree of protection of Personal Data. **THE COMPANY** may periodically review these measures in order to measure their level of effectiveness and the degree of protection of Personal Data. To verify compliance with this obligation, **THE COMPANY** may carry out audits of the **CONTRACTOR**'s Personal Data Protection and Information Security Program.

The **CONTRACTOR** guarantees to **THE COMPANY** that all the information that it transfers and/or Transmits to it under this **Agreement** was not only lawfully collected and processed in accordance with the rules on the Processing of Personal Data, but that it is entitled to Transfer and/or Transmit that information to **THE COMPANY**, which it may use for the purposes of this **Contract**.

The **CONTRACTOR** will hold **THE COMPANY** harmless against any complaint, claim from the Data Subjects or requirements of the public authorities, especially those for the protection of Personal Data regarding the Processing of Personal Data. If necessary, it will defend **THE COMPANY** administratively and judicially against any claims or proceedings and will pay fines or compensation to the Data Subjects or the Data Protection Authorities for any infringement of the rules on the protection of Personal Data.

PARAGRAPH 4. The **CONTRACTOR** declares that he/she is aware of the Personal Data Processing Policy of

THE COMPANY, which is available for consultation at

<https://www.tgi.com.co/datos-personales>. In turn, the **CONTRACTOR** declares that it has the authorization of data processing as responsible within the company he represents, to deliver the Personal Data of his employees who will be in charge of all or part of the execution, administration, among others of the same. Therefore, you authorize **THE COMPANY** to store, collect, use, transfer, transmit, update, store, delete, verify and process

in its databases all the personal information of its employees or contractors supplied to **THE COMPANY**. In turn, the **CONTRACTOR** authorizes the Processing of your personal information in accordance with the purposes that were informed in the Authorization for the Processing of Personal Data incorporated into the electronic form for the registration of suppliers and which is an integral part of this clause.

PARAGRAPH of Personal Data of Collaborators/Contractors of the **5**. Processing **CONTRACTOR**: Whenever applicable and only in the event that the **CONTRACTOR** requires its employees/contractors by virtue of the execution of this **Contract** to work and/or enter the facilities of **THE COMPANY**, the **CONTRACTOR** undertakes to transfer personal data of the personnel assigned to the execution of the object of the **Contract** to **THE COMPANY** to: i) Allow the personnel to perform the execution of this **Contract**; ii) Determine the suitability to provide the contracted services and carry out due diligence, perform background checks or other necessary information in accordance with the object of this **Contract**, and the risks associated with it, local practice and applicable legislation, identify and register personnel in the information and administration systems of external contractors of **THE COMPANY**, and even to comply with applicable government requirements; iii) manage the contractual relationship by monitoring the services provided by the staff, conduct investigations and monitor compliance with the policies, procedures and practices applicable by **THE COMPANY**, as well as applicable legislation which could include the monitoring of: The electronic communication channels and technological platforms of the **CONTRACTOR** and/or **THE COMPANY** (e-mail, voice messages, text messages, instant messaging, as well as use of intranet and internet) intended for the execution of this **Contract**; The workplace and facilities (desks, cabinets, workstations); (iv) Create and retain employment information (knowledge, previous projects and experience, certifications and other similar information associated with the execution of this **Agreement**, as well as store it for direct contracting purposes.

PARAGRAPH 6. The Parties or the representative of the Parties (if it is a legal entity), in its capacity as the owner of the information, acting freely and voluntarily, expressly authorizes **THE COMPANY** to consult directly or through third parties at any time, manage and report, if applicable, the information provided to **THE COMPANY** in risk centers and other entities authorized by the Financial Superintendence of Colombia to collect, manage and process the financial information of which it is the holder.

16. COMPLIANCE WITH THE SUSTAINABILITY POLICY AND THE HUMAN RIGHTS POLICY

The **CONTRACTOR** acknowledges, accepts and guarantees that it has read, understood, adheres to and will comply with the Sustainability Policy and the Human Rights Policy of **THE COMPANY**, which are an integral part of the **Contract**, which can be consulted on the

website: www.tgi.com.co at the link <https://www.tgi.com.co/tgi/nosotros/gobierno-corporativo/politicas>.

THE **CONTRACTOR** undertakes to behave and ensure that its employees, representatives and agents behave, during and in connection with the execution of the **Contract** in accordance with the provisions of the Sustainability Policy and the Human Rights Policy of **THE COMPANY**.

The **CONTRACTOR** guarantees that, in the development of all the activities carried out within the framework of the commercial relationship with **THE COMPANY**, it designs and implements actions aimed at preventing and mitigating the risks and impacts (actual and potential) on the human rights associated with its operation and thus comply with its duty to respect them.

17. COMPLIANCE WITH LEGAL REQUIREMENTS IN SOCIAL SECURITY, PARAFISCAL CONTRIBUTIONS AND OCCUPATIONAL HEALTH

The **CONTRACTOR** must comply with and keep up to date its commitment to pay the Comprehensive Social Security System and other parafiscal payments in the pre-contractual, contractual and post-contractual stage, as applicable. For the purposes of payment, the **CONTRACTOR** must attach with the invoice, the proof of payment and certification issued by the tax auditor or legal representative, as applicable in accordance with the requirements of the law, in which compliance with the payment of contributions to the General System of Comprehensive Social Security and parafiscal contributions is verified in accordance with the regulations applicable to the matter. The **CONTRACTOR** undertakes to provide during the term of the **Contract**, as well as during the three (3) years following the termination and/or liquidation of the same, if applicable, all the information that **THE COMPANY** requires in relation to compliance with the legal obligations provided for in its charge in terms of social security, parafiscal contributions and occupational health of the personnel employed in Colombia for the execution of the **Contract**, including subcontractors, natural or legal persons.

18. SUPERVISION OR SUPERVISION

The Supervision or Supervision of the **Contract** will be exercised by the person who is informed in the Specific Clause, or by whoever designates the Authorized to Contract of **THE COMPANY**. The Supervisor or the Comptroller, as appropriate, will be responsible for carrying out the activities of monitoring the obligations of the **Contract** in its technical, administrative, financial, accounting, legal, occupational health and safety, environmental and human rights aspects established in the Contracting and Execution Control Manual of **THE COMPANY**, which is an integral part of this **Contract**. **THE COMPANY** reserves the right to vary the figure of control of execution of the Supervision or Audit Contract.

19. REQUIREMENTS FOR THE EXECUTION OF THE CONTRACT

In order to commence the execution of this **Agreement**, the following is required: **(i)** Subscription between **the Parties** to the **Agreement**; **(ii)** The constitution by the **CONTRACTOR** of the contractual guarantees required in this **Contract**, if applicable; **(iii)** The respective approval of such guarantees by the area in charge of insurance of **THE COMPANY** or whoever is in charge of such function, as a requirement for the signing of the Initiation Act, if applicable; **(iv)** The signing of the Contract Initiation Act, if applicable, and **(v)** Other requirements set forth in this **Agreement**.

The requirements for the execution of the **Contract** will be managed through the Supervisor or the Auditor of the **Contract**, as appropriate, or by whoever is designated by **THE COMPANY** in their place.

20. MODIFICATIONS

This **Agreement** may only be modified by mutual agreement by the legal representatives or authorized to contract of **the Parties**. Any modification must comply with the requirements and approval instances established by the Contracting and Execution Control Manual of **THE COMPANY**, must be duly agreed by **the Parties**, must be in writing and without such formality will be considered non-existent. In any case, the modifications must be made to the guarantor.

21. PENALTY CLAUSE OF COERCION

The Parties expressly agree that in the event of delay and/or partial non-compliance with the obligations established in this **Contract**, **THE COMPANY** will proceed to initiate the procedure to make the respective enforcement effective in order to order the **CONTRACTOR** to comply with its obligations and therefore, it proceeds during the term of execution of the **Contract**. The events of non-compliance are classified as follows: a) Failure to comply with the work schedule: in case of non-compliance with the deadlines established in the schedule or work plan, and without any requirement being necessary, the **CONTRACTOR** will pay **THE COMPANY** zero point five percent (0.5%) of the value of the **Contract**, for each day of delay until the non-compliance ceases. b) Failure of the **CONTRACTOR** to comply with any of the obligations acquired under the **Contract** (other than those associated with the work schedule) and without the need for any requirement, the **CONTRACTOR** will pay **THE COMPANY** zero point one percent (0.1%) of the value of the **Contract** for each day that elapses and the default or delay subsists for a maximum of forty-five (45) days. c) Non-compliance with the documents: In accordance with the list of documents (including the guarantees established in the **Contract**) and delivery dates agreed between the **CONTRACTOR** and **THE COMPANY**, with an obligation of 1 legal minimum monthly wage in force (1 SMMLV) in Colombia for each day that elapses and the non-compliance or default subsists.

PARAGRAPH 1. In any case, the total value of the sums to be deducted for the application of the penalty clause of coercion may not exceed ten percent (10%) of the value of the **Contract**. If the total amount of the sums applied to the **CONTRACTOR** due to its partial non-compliance is equal to ten percent (10%) of the value of the **Contract**, in the same non-compliance procedure **THE COMPANY** may terminate the **Contract** on the occasion of its non-compliance. This clause does not constitute an estimate of damages, which is why **THE COMPANY** may additionally request the pecuniary penalty clause and, if applicable, the payment of other damages that may have been caused in accordance with the law.

PARAGRAPH 2. In order to guarantee due process in the application of the penalty clause of enforcement, **THE COMPANY** will notify the **CONTRACTOR** in writing of the occurrence of the situations that give rise to the breach and will require their normalization, under penalty of applying the constraints agreed in the **Contract**. For this purpose, said communication will grant a period of five (5) business days following its receipt, for the **CONTRACTOR** to comply with its obligations, present in writing explanations or clarifications and/or propose the mechanism to normalize the execution of the **Contract**. Once the **CONTRACTOR**'s response and/or the supporting documents regarding the alleged non-compliance **have been analyzed**, **THE COMPANY** will respond in one of the following ways: (i) Ratifying the non-compliance and applying the amount agreed within the penalty clause of enforcement as of the date on which the **CONTRACTOR** receive the notification of the start of the enforcement. (ii) Deciding not to apply the penalty clause of coercion. (iii) Deciding not to apply the penalty clause of coercion because it considers feasible the implementation of an action plan to settle the breach. In this case, within five (5) business days following the receipt of the response issued by the **CONTRACTOR**, the Supervisor or Auditor of the **Contract**, as applicable, and the **CONTRACTOR** shall formulate an action plan containing the schedule and activities to settle the non-compliance. In the event that within the established period, the joint formulation of the action plan is not achieved or that it is not appropriate, **THE COMPANY** may proceed with the discount, under the terms of subsection (i). In the event that, once the action plan has been implemented, the Supervisor or Auditor of the **Contract**, as appropriate, verifies that the non-compliance with the obligations and/or the schedule established in the action plan persists, the penalty clause of coercion must be applied. During the period in which the procedure referred to in this paragraph is carried out, **THE COMPANY** may exercise the right of retention or compensation, agreed in the **Contract**, on the balances in favor of the **CONTRACTOR**.

This penalty clause does not constitute an estimate of damages for non-compliance or for delay therein, which is why **THE COMPANY** may additionally request the pecuniary penalty clause referred to in the following clause and, if applicable, the payment of other damages that may have been caused in accordance with the law. **THE COMPANY**

may offset the sums in favour of the **CONTRACTOR** against the value of the penalty clauses, including the penalty clause, provided for in this **Contract** or demand them from the guarantor.

PARAGRAPH 3. If there are no balances in favor of the **CONTRACTOR** to deduct the sums resulting from the application of the penalty clause of enforcement, they will be paid against the protection of compliance with the respective policy or guarantee.

PARAGRAPH 4. The procedure established for the penal enforcement clause shall apply to deductions or withholdings for non-payment of labor debts and withholdings for taxes or that operate by the ministry of law, by virtue of the provisions of clause 40. *Compensation and Right of Retention.*

PARAGRAPH 5. The **CONTRACTOR** expressly admits with the signing of the **Contract** that the decision will constitute full proof of the **CONTRACTOR**'s non-compliance and of the existence of a clear, express and enforceable obligation, whose debtor is the **CONTRACTOR**. Likewise, **the Parties** accept that the decision constitutes an act issued on the occasion of the contractual activity that constitutes an enforceable title.

22. PECUNIARY PENALTY CLAUSE

In the event of non-compliance with the obligations established in the **Contract** by the **CONTRACTOR**, the **CONTRACTOR** shall pay **THE COMPANY** as a penalty clause an amount equivalent to ten percent (10%) of the total value of the **Contract**, as an advance and partial estimate of damages. The foregoing is without prejudice to the legitimacy of **THE COMPANY** to claim full reparation for the damage caused what exceeds the value of the penalty clause, or to demand compliance with the main obligation.

PARAGRAPH 1. In order to guarantee due process in the application of the pecuniary penal clause, **THE COMPANY** will notify the **CONTRACTOR** in writing of the occurrence of the non-compliance, indicating the facts that support it and the initiation of the procedure for the application of the pecuniary penal clause. From the date on which the occurrence of the non-compliance is communicated, the **CONTRACTOR will be granted** a period of five (5) business days from the receipt of the communication of the initiation of the procedure for the application of the pecuniary penalty clause to submit in writing the explanations or clarifications that may be necessary. Once the **CONTRACTOR**'s response and/or the supporting documents regarding the alleged non-compliance **have been analyzed**, **THE COMPANY** will respond to the **CONTRACTOR** in one of the following ways: (i) Ratifying the non-compliance and applying the amount agreed within the pecuniary penalty clause (ii) Deciding not to apply the pecuniary penalty clause. The **CONTRACTOR** expressly admits with the signing of the **Contract** that the decision will constitute full proof of the

CONTRACTOR's non-compliance and of the existence of a clear, express and enforceable obligation, whose debtor is the **CONTRACTOR**.

Likewise, the Parties accept that the decision constitutes an act issued on the occasion of the contractual activity that constitutes an enforceable title. During the period in which the procedure is carried out, **THE COMPANY** may withhold the balances in favor of the **CONTRACTOR**. Once the described procedure has been exhausted, and finding the application of the pecuniary penalty clause appropriate, **THE COMPANY** will proceed to make it effective, which will materialize with the communication in which the **CONTRACTOR is informed of** the financial balance of the **Contract**, after applying deduction, compensation and/or discount corresponding to the pecuniary penalty clause.

PARAGRAPH 2. If there are no balances in favor of the **CONTRACTOR** to deduct the sums resulting from the application of the pecuniary penalty clause, they will be paid against the protection of compliance with the respective policy or guarantee.

PARAGRAPH 3. The **CONTRACTOR** expressly admits that **THE COMPANY** may enforce any or all of the penalty clauses, which includes the possibility of enforcing the pecuniary penalty clause and the penalty enforcement clause.

23. AUTONOMY AND INDEPENDENCE AT WORK

The Parties state that for the execution of this **Contract**, the **CONTRACTOR** has absolute freedom and autonomy, being, therefore, its exclusive responsibility for the labor, civil, or commercial obligations arising from any contract that the **CONTRACTOR** enters into with third parties for such execution. Likewise, **THE COMPANY** is exonerated from any claim for remuneration, wages, social benefits, incentives, indemnities, bonuses, fees, etc., agreed to by the **CONTRACTOR** for the execution of this **Contract**.

24. ASSIGNMENT

The **CONTRACTOR** may not assign its contractual position, nor the rights and obligations arising from the **Contract**, without the prior, express and written consent of **THE COMPANY** and the approval by **THE COMPANY** of the guarantees agreed in the **Contract** to the **ASSIGNEE**. In order to authorize the assignment of the **Contract**, **THE COMPANY** must carry out verification of the technical, financial and legal analysis in relation to the requirements of suitability and experience of the Assignee in accordance with the provisions of the Contracting and Execution Control Manual.

The assignment that is made without prior authorization from **THE COMPANY** will be ineffective and unenforceable.

In the event that after the **Contract** has been executed, the **CONTRACTOR** incurs any incompatibility, inability and impediment set forth in the Contracting and Execution Control Manual of **THE COMPANY** or in a conflict of interest, it will be obligatory to assign it to the

contractor expressly authorized by **THE COMPANY** or terminate the **Contract** in advance, provided that there is express written authorization from **THE COMPANY**.

The Assignee shall submit to the Supervisor or Auditor, as appropriate, within five (5) business days following the authorization of the Assignment by **THE COMPANY**, the guarantees indicated in the Specific Clauses, so that they may be duly reviewed and approved by **THE COMPANY**. In any case, the authorization of the Assignment by **THE COMPANY**

will be subject to a condition precedent that will be verified with the approval of **LA COMPANY** of the guarantees agreed in the **Contract**.

PARAGRAPH. In the event of a supervening inability that is based on the provisions of paragraph j) of numeral 1 of article 8 of Law 80 of 1993 modified by Law 2014 of 2019, or that administratively the **CONTRACTOR** has been sanctioned for acts of corruption, **the COMPANY reserves** the right to advance the assignment unilaterally with prior justification, without any compensation to the **unqualified CONTRACTOR** and will be in charge of determining the assignee of the **Contract**. This fact is considered contractual novelty, for which the **CONTRACTOR** (Assignor) undertakes to inform the Insurer(s) or financial entity(ies) guarantor in order to obtain from them the proof of knowledge that must be submitted for review by **THE COMPANY** within the deadlines indicated in the guarantee clause of this **Contract**. Likewise, the **CONTRACTOR** (Assignee) must present the updated guarantees derived from the

Assignment in accordance with the conditions of this **Contract**. In any case, **THE COMPANY** shall carry out the corresponding actions before the competent authorities.

25. SUSPENSION OF THE CONTRACT

The execution of the **Contract** may be suspended in whole or in part, by mutual agreement of **the Parties**. For this purpose, a Suspension Act must be signed between **the Parties** containing the causes of the same, the term or condition that is deemed necessary to overcome the event and the statements that **the Parties** consider pertinent.

In the event that the suspension is subject to a condition, and it materializes, **the Parties** will proceed to sign a Certificate of Resumption expressly indicating the materialization of the condition, the resumption of the execution period and the end date of the execution period of the **Contract**.

In the event that the suspension is subject to a deadline, once the term established in the Suspension Act has expired, the execution of the **Contract** will resume, without the need to sign a Resumption Act, unless the causes of the suspension are overcome before the date established in the Suspension Act. **The Parties** will sign a Contract Restart Act indicating the conditions for the resumption of the **Contract** and the end date of the term of execution of the **Contract**. The total suspension of the **Contract** interrupts the term of execution of the

same and it shall be understood that the term of execution is automatically extended, up to the same period that the Contract was suspended, unless expressly agreed otherwise.

This act is considered contractual novelty, for which the **CONTRACTOR** is obliged to inform the insurer(s) or financial entity(ies) guarantor in order to obtain from them the proof of knowledge that must be submitted for review by **THE COMPANY** within the deadlines indicated in the guarantee clause of this **Contract**.

26. ORDINARY TERMINATION OF THE CONTRACT

This **Agreement** may be terminated, even early, for the following reasons, without the need for any judicial or extrajudicial declaration:

- a) Due to the expiry of the agreed execution period.
- b) By mutual agreement between **the Parties**.
- c) When circumstances exist or occur that are framed in the provisions of Colombian law such as events of force majeure or fortuitous event, which result in the impossibility of executing the object in the established time, and the term to adapt the **Contract** to the new circumstances and resume its execution does not suit the interests of **THE COMPANY**.
- d) Due to death or permanent disability of the **CONTRACTOR** that prevents you from developing the contractual object.
- e) By dissolution of the legal person.
- f) Due to the financial incapacity of the **CONTRACTOR**, which is presumed when the **CONTRACTOR** is notified of the order to open the compulsory liquidation procedure, due to business insolvency, bankruptcy proceedings are opened or intervened by a competent authority, the payment of salaries or social benefits of its workers is delayed or is judicially seized, unless it is the events provided for in Article 16 of Law 1116 of 2006 and other regulations that modify, add or complement it, in which case, there will be no termination of this **Contract**.
- g) In the event that after the Contract has been signed, the **CONTRACTOR** incurs in any incompatibility, inability and impediment set forth in the Contracting and Execution Control Manual of **THE COMPANY** or in a conflict of interest, **THE COMPANY** may terminate the **Contract** early.
- h) **THE COMPANY** may terminate this **Contract** at any time, for which it will give written notice to the **CONTRACTOR** thirty (30) calendar days prior to the date on which it wishes to make the termination effective, in the event that the **CONTRACTOR** has been contracted directly in application of any of the causes established in the Contracting and Execution Control Manual of **THE COMPANY**.

Likewise, in the event that the **CONTRACTOR** loses the status of manufacturer, distributor or exclusive representative in Colombia and said condition has been considered by **THE COMPANY** to contract directly.

- i) Any others that are established in the Specific Clauses.

PARAGRAPH. The events of early termination provided for in this clause shall not entitle the **CONTRACTOR** to indemnities or claims of any nature, except for the works or activities that have been carried out on the date of termination, previously approved by **THE COMPANY**, or the specific agreements made by **the Parties** on the occasion of termination.

27. TERMINATION DUE TO CONTRACTOR DEFAULT

In development of the autonomy of the private will exercised through the execution of this **Contract**, the **CONTRACTOR** accepts and authorizes that **THE COMPANY** may terminate the **Contract** early without the need for any judicial or extrajudicial declaration, when any of the following events considered as non-compliance occur:

- a) If the total value of the sums for the penalty clause of coercion is equal to ten percent (10%) of the total value of the **Contract**.
- b) If the quality of the goods and/or services contracted herein are not acceptable, in accordance with the conditions or technical specifications of the **Contract**.
- c) If during the execution of the **Contract** the **CONTRACTOR** is included in the OFAC (Clinton), UN and/or other equivalent lists.
- d) *In the event of any breach of clause 10. Audit; 11. General compliance clause; 12. Provisions for the prevention of illicit activities; 13. Commitment to ethics; 14 Conflict of Interest, Disqualifications and Incompatibilities, 15. Protection of Personal Data and 16. Compliance with the Sustainability Policy and the Human Rights Policy, agreed in this **Contract**.*
- e) For any other serious breach by the **CONTRACTOR**, after assessment and justification by **THE COMPANY**.
- f) If the **CONTRACTOR** does not constitute or does not adjust the guarantees and insurance required, under the terms and conditions agreed in this **Contract** or within the period requested by **THE COMPANY**.
- g) When the **CONTRACTOR** does not comply with the performance requirements referred to in the clause

19. Contract Execution Requirements. In this event, once the Contract is terminated, **THE COMPANY** may contract with the bidder that has been in second place in the order of eligibility (if any) in the contracting process that gave rise to this **Contract**.

- h) Failure to comply with the Confidentiality obligation of this **Contract**, or of the Confidentiality Agreement or when the **CONTRACTOR** presents willful misconduct or ethical conflicts.
- i) If during the execution of the **Contract**, the **CONTRACTOR** subcontracts the works subject to the **Contract**, without prior authorization from **THE COMPANY**.
- j) **THE COMPANY** may terminate the **Contract** early without compensation in favor of the **CONTRACTOR**, in the event that the performance evaluation results in a "Deficient" evaluation in the evaluation carried out.
- k) Any others that are established in the Specific Clauses.

PARAGRAPH 1. In the event that any of the situations mentioned in the previous paragraphs occur, the provisions of the pecuniary penalty clause of this Agreement may be applied.

PARAGRAPH 2. The Parties agree that it constitutes a serious breach of the **Contract** when (i) The breach reduces or eliminates the usefulness of the **Contract**, which deprives or diminishes the utility or purpose or interest or result or benefit for **THE COMPANY**, either because the object of the service has deteriorated or because the circumstances that led to its execution have ceased. ii) It is impossible to comply with the obligation at present (iii) The breach is generated on the main or essential object of the **Contract**.

PARAGRAPH 3. For the termination of the **Contract**, the following procedure will be followed: **THE COMPANY** will notify the **CONTRACTOR** in writing of the occurrence of the situations that give rise to the non-compliance and may discretionally determine whether to grant an additional term to allow the fulfillment of the obligation, provided that it is within the term of execution of the **Contract**. In this communication that initiates the termination procedure for breach of the **Contract**, a period of time will be granted from the receipt of the notification, for the **CONTRACTOR** presents the justifications or evidence that it considers pertinent to disprove the non-compliance attributed to it, as the case may be. In the event that **THE COMPANY** is concomitantly advancing the application of any of the penal clauses provided for in the **Contract**, the communication referred to in the procedure to apply said clauses may exhaust this stage of the procedure, provided that it is expressly indicated by **THE COMPANY**.

Once a response is received or the term granted by **THE COMPANY** has expired without receiving a response from the **CONTRACTOR**, **the COMPANY** will respond in one of the following ways: i) Terminating the **Contract**. ii) Not declaring the termination, in which case the execution of the Contract may continue.

PARAGRAPH 4. In the event that **THE COMPANY** decides to terminate the **Contract**, it may impose the pecuniary penalty clause provided for in the **Contract**.

28. SETTLEMENT OF THE CONTRACT

The Specific Clauses will indicate whether the **Contract** requires liquidation, and if so, what will be the period during which it will be carried out, once the Contract has been terminated for any reason.

In

the absence of a stipulation, it will be within four (4) months following the termination of the **Contract**. In the event that liquidation applies, it must be carried out by means of a Liquidation Act signed by **the Parties** which includes the financial closure of the **Contract** and the declaration of peace and security of **the Parties** for the obligations arising therefrom during the period indicated in the Specific Clause.

THE COMPANY will send the draft Settlement Record to the **CONTRACTOR**, and in the event that no written comments or objections are received by the **CONTRACTOR** within ten (10) calendar days following its receipt, the draft Settlement Certificate will be deemed approved. For this purpose, the final balance of the Contract signed by the auditor/supervisor and the Authorized to contract shall be expressly recorded.

In case of receiving objections, the **CONTRACTOR** will be summoned to a meeting. In the event that the **CONTRACTOR** does not appear at the meeting set for the purpose of determining the settlement of the **Contract**, the settlement project shall be deemed approved. If there is no consensus, **THE COMPANY**

it shall leave a record signed by the Authorized to Contract and by the Comptroller/Supervisor, in which the final balance of the Contract shall be included.

29. LIABILITY

The CONTRACTOR will be responsible for any damages or losses attributable to it during the term of the **Contract** due to action, omission, operation, technical error, negligence or carelessness of the **CONTRACTOR** or of any of those who make up its work team, whether they are workers, agents, contractors, or who have any contractual relationship with the **CONTRACTOR** regardless of the nature of their contract.

The **CONTRACTOR** will be solely responsible for and must guarantee compliance with intellectual property and copyright regulations, as well as other applicable regulations in view of the nature of the **Contract**.

In accordance with the provisions of Articles 2341 and 2342 of the Colombian Civil Code, any reparation, legally or judicially ordered, for damage or harm caused to a third party or to the personnel of **THE COMPANY** on the occasion of the execution of the **Contract will also be borne by the Contract**.

30. INDEMNITY

By virtue of the obligations acquired through this **Contract**, the **CONTRACTOR** defend and hold **harmless THE COMPANY**, as well as its employees, agents, advisors, contractors, from any demand, action, obligation, complaint, legal process, claim for any type of liability for cause attributable to the **CONTRACTOR** or to the activity carried out by the **CONTRACTOR** and the assets it owns, including any person employed or hired under any modality, in connection with the performance of this **Agreement**. The **CONTRACTOR** undertakes to save **THE COMPANY** and to ask for any sum of money or compensation that may be caused by this concept.

31. CONFIDENTIALITY

The **CONTRACTOR** must treat the details of this **Contract** in a private and confidential manner, except in those cases expressly authorized by **THE COMPANY** or provided for in the Laws.

The **CONTRACTOR** may not publish, allow to be published, or disclose any information about the development of this **Contract** and related matters, without the prior authorization of **THE COMPANY**.

The **CONTRACTOR** must include in its processes and procedures the necessary controls for the protection of **THE COMPANY**'s information. It is clear that **THE COMPANY** is the owner of the information related to this **Contract** and the **CONTRACTOR** undertakes to return it in accordance with the provisions of the specific conditions or in a format compatible with **THE COMPANY** as part of the procedure for the termination of the **Contract**.

The **CONTRACTOR** undertakes to disclose this Confidentiality clause among its personnel and Subcontractors linked to the execution of the **Contract**. If **THE COMPANY** deems it necessary, it may require the signing of a Confidentiality Agreement if required.

Any type of information and/or documents that occur as a result of the execution of this **Contract** is the property of **THE COMPANY**, so its disclosure to third parties or to the **CONTRACTOR**'s personnel not directly linked to the execution of the **Contract**, must have the prior authorization of **THE COMPANY**.

The exchange of sensitive information and/or documents between **THE COMPANY** and the **CONTRACTOR** must be carried out in accordance with the information classification scheme defined by **THE COMPANY** in its information security model.

32. INTELLECTUAL PROPERTY

The trademarks, trade names, industrial property and copyrights that are developed under the **Contract**, are the exclusive property of **THE COMPANY**. During the term of the **Contract**, the use of **THE COMPANY**'s trademarks, trade names, industrial property and copyrights may be permitted with prior express authorization for this purpose, and under the

limitations and conditions indicated by the Contract. Any use not previously and expressly authorized will constitute a breach of this **Agreement**. The **CONTRACTOR** will be responsible for the unauthorized, improper or incorrect use of the trademarks, trade names and emblems of the **COMPANY** against third parties, being directly responsible if this occurs.

33. RESPONSIBILITY FOR INFORMATION SECURITY

In the event that the **CONTRACTOR** requires to connect to the network or access the applications or information of **THE COMPANY** during the execution of the **Contract**, it undertakes to appropriately protect the information of **THE COMPANY** (in its different formats) to which it has access, both stored and in transit, against threats that threaten confidentiality, integrity and availability of the same and undertakes to comply with the provisions of the Information Security and Privacy Model (MSPI) m-adi-006 of **THE COMPANY** (Annex to this **Agreement**).

Likewise, you agree to use legal and duly licensed software.

It is the contractor's duty to periodically inform **THE COMPANY** of the information security risks related to the goods and services subject to this **Contract** and to work together with **THE COMPANY** in the definition and implementation of the agreed treatment plans. Likewise, in the event of an impact on the availability, integrity or confidentiality of the information related to **THE COMPANY**, the information security incident must be reported and reported in a timely manner.

The **CONTRACTOR** undertakes to extend the information security obligations to all subcontractors on which it relies for the provision of goods and services subject to this **Contract**.

34. BUSINESS CONTINUITY

If the interruption of the supply of goods and/or services subject to this **Contract**, executed by the **CONTRACTOR**, may immediately and negatively impact the operation of **the COMPANY**, The **CONTRACTOR** must inform in a timely manner (prior to the execution of activities that may have an immediate and negative impact on the operation of **THE COMPANY**) and implement disaster recovery plans (DRP) and business continuity (BCP), necessary to reduce the negative impacts on the operation of **THE COMPANY** for disruptions that may occur in processes, people, infrastructure or technology related to the goods y services subject to this **Agreement**.

In these cases, it is the duty of the **CONTRACTOR** to periodically inform **THE COMPANY** of the interruption risks related to the service subject of this **Contract** and to work together with

THE COMPANY in the definition, implementation and verification of the operation of the agreed business contingency and disaster recovery plans.

The **CONTRACTOR** undertakes to extend the obligations of business continuity and disaster recovery to third parties that are directly or indirectly related to the execution of this **Contract**.

35. APPLICABLE LAW

This **Agreement** shall be governed by and construed in accordance with the laws of the Republic of Colombia. This **Agreement** is governed by the rules of the Colombian Civil Code and Commercial Code, as well as by the Contracting and Execution Control Manual and by the special provisions that are applicable to **THE COMPANY** due to its legal nature.

The Parties agree that, if texts in a language other than Spanish appear in any of the conditions of this **Agreement**, the Spanish version is the one that governs it.

36. DIRECT ARRANGEMENT

The Parties agree that in the event of any dispute between them, by reason of or on the occasion of this **Agreement**, they will seek direct settlement mechanisms, such as direct negotiation or conciliation. For this purpose, **the Parties** shall have a term of thirty (30) business days from the date on which either of them makes a written request to that effect to the other party. This term may be extended by mutual agreement. If the direct settlement stage has been completed, **the Parties** do not reach an agreement, all possible differences arising from the **Contract** shall be submitted to the competent judges in the Republic of Colombia, in accordance with Colombian law.

37. INTEGRITY AND SEVERABILITY

This **Contract** is perfected with the signature of **the Parties** in the Specific Clause, the Contract being understood **as** the document that includes Section A "GENERAL INFORMATION

OF THE CONTRACT", Section B "GENERAL CLAUSE OF THE CONTRACT" and Section C "SPECIFIC CLAUSE OF THE CONTRACT" duly completed, without being able to be separated or valid individually considered. In the event that there is a clause or stipulation in the Specific Clause of the **Contract** that is different or contrary to the provisions of the General Clause of the **Contract**, the provisions of the former shall prevail. If any provision of the **Agreement** is ineffective, void or non-existent or cannot be enforceable under the laws of the Republic of Colombia, the remaining provisions shall not be deemed invalid unless the **Contract** cannot be performed without the provision that is ineffective, void, non-existent or unenforceable.

38. CONTRACT DOCUMENTS AND ANNEXES

The different policies, codes and documents that are related to this **Agreement**, the Contracting Manual and Execution Control of **THE COMPANY**; the documents, annexes and

communications of the advanced contracting process, and the annexes indicated in the Specific Clausulation of the **Contract**.

All the documents that are part of the **Contract** are binding and binding on **The Parties**, and therefore, any provision or mention that appears in them will be binding as if it were contemplated in the **Contract**.

In the event of contradiction between them, the stipulations contained in this Contract shall prevail, and in matters not provided for herein, the rules of interpretation of contracts governed by the Civil Code and the Colombian Commercial Code shall apply.

PARAGRAPH. The **CONTRACTOR** shall maintain all documents relating to the **Contract**, during the term established by the regulations on file management and two (2) more years. To this end, the **CONTRACTOR** undertakes to make available to **THE COMPANY** all the documents including, among others, accounting books, correspondence, receipts, files and all kinds of information related to the execution of this **Contract**, which facilitate the performance of the audits carried out by **THE COMPANY**. surveillance and control bodies or competent authorities on the conditions of service provision and the verification of compliance with national and international laws or regulations on anti-corruption, including but not limited to Law 1778 of 2016 on Transnational Bribery and the guidelines of the Code of Ethics of **THE COMPANY**.

39. DECLARATIONS, AUTHORIZATIONS AND CONSENTS OF THE CONTRACTOR

By signing this **Contract**, the **CONTRACTOR** reiterates its consent and free authorization. and express, granted with the presentation of its offer and the signing of the Annexes related to the Specific Conditions of the contracting process (CE), in relation to its commitment to comply with the Policies established by **THE COMPANY** and Colombian legislation, in matters of: (i) Authorization for the processing of Personal Data of the

Habeas Data Annex; (ii)

Compliance with Regulations on Transnational Bribery, Anti-Corruption, Money Laundering Control and Financing of Terrorism and Proliferation of Weapons of Mass Destruction; (iii) Responsibility for

Occupational Health and Safety included in the HSEQ Manual Annex for Contractors.

(iv) Socio-Environmental Responsibility included in the HSEQ Manual Annex for Contractors.

(e) Compliance with THE COMPANY's Code of Ethics; (v) Compliance with the Sustainability Policy and the Human Rights Policy (vi) Policy on the Handling of Weapons, Drugs, Liquor, Protocol of entry to the Facilities, provided for in the Annex Strategic Plan for Road Safety of **THE COMPANY**; (vii) THE COMPANY's Information Security

Regulations; (viii)

Declaration under oath of not being involved in Incapacities or Incompatibilities established in the Political Constitution and in the law, nor in Conflicts of Interest due to labor, commercial

or family ties or relationship with **THE COMPANY**, and other statements stated in the annex "*Letter of Presentation of Offer and other manifestations*".

40. SET-OFF AND RIGHT OF RETENTION

With the signing of the **Contract**, and without any additional authorization, the **CONTRACTOR** expressly authorizes **THE COMPANY**, so that at any time during the **Contract** and until its settlement, it retains the sums of money that it owes to **THE COMPANY**

for any reason, whether it comes from: the effective application of the penal clauses of coercion or pecuniary; the damages caused, directly to **THE COMPANY** or to third parties, regardless of whether they have been recognized and/or repaired by **THE COMPANY**.

the fines applied to **THE COMPANY** by Administrative or Judicial Authorities on the occasion of actions, omissions or breaches of the **CONTRACTOR**, or any sum of money that **THE COMPANY** has assumed and in which the

CONTRACTOR was indebted on the occasion of the **Contract** and the obligations for which it is responsible, such as, for example, the payment of premiums for contractual guarantees or modifications to them, payments to subcontractors or workers, the repair of third-party goods, among others. The right of retention shall be exercised until such time as the **CONTRACTOR**

effectively complies with the obligation and/or credit in its charge, that is, until it agrees to comply with what has been agreed, within the deadlines established in the **Contract** or, failing that, within the period established by **THE COMPANY** through the Auditor or Supervisor of the **Contract**, as applicable, or the Authorized to contract, as appropriate. In the same way, the **CONTRACTOR**

empowers **THE COMPANY** so that, from the sums withheld, after evaluating the explanations presented by the **CONTRACTOR** and when the fulfillment of the obligation and/or credit is pending, **THE COMPANY** compensates, deducts and/or discounts what is owed by the **CONTRACTOR**, a situation that will be communicated by **THE COMPANY** at the time of becoming effective.

PARAGRAPH. The **CONTRACTOR** waives any judicial or extrajudicial requirement to be constituted in arrears. Notwithstanding the foregoing, **THE COMPANY** will notify the **CONTRACTOR** of any event that, in its opinion, may activate the right of retention, so that the **CONTRACTOR** may state the reasons that caused it, and appropriate agreements may be reached. If five (5) business days have elapsed from the date on which **THE COMPANY** communicated to the **CONTRACTOR** about the obligation and/or the outstanding credit and the **CONTRACTOR** has not complied with its obligation and/or credit, it has not accredited circumstances that justify the reported fact, or if the reasons are not received by **THE COMPANY**, the latter will justify it and proceed to make the corresponding deductions, compensations or discounts. The foregoing, without prejudice to the special procedure established for penal clauses, which will be applied in preference to the total or partial breach of the **Contract**.

41. COMMUNICATIONS

All communications and requests arising between **the Parties** on the occasion of this **Agreement** will only be effective if they are sent through the Supervisor or Auditor of the **Contract**, as applicable, and must be made in writing, either by physical document or by email, to the registered office of each party and to the contact details provided by each one. In each of the communications that the **COMPANY** sends to **the CONTRACTOR**, the deadline in calendar days to respond to it will be indicated, a period that is counted from the receipt of the communication.

42. CONTRACTUAL DOMICILE

For all legal purposes, **the Parties** designate the city of Bogotá D.C. as their contractual domicile.

Section C: SPECIFIC CLAUSES OF THE CONTRACT

1. THE PARTIES

LA TRANSPORTADORA DE GAS INTERNACIONAL S.A. ESP, a company domiciled in Bogotá D.C., incorporated by Public Deed No. 67 of February 16, 2007, granted at the Notary Once of the Circle of Bucaramanga, registered in the Chamber of Commerce of Bogotá on May 28, 2014, under No. 01838815 of book IX, with commercial registration No. 02459073 and NIT. 900.134.459-7, represented by _____ (*name of the Authorized to contract or Attorney-in-Fact*), identified with the citizenship card No. _____ issued in _____, acting in his capacity as _____ (*indicate the position within THE COMPANY*) and Legal Representative/Attorney-in-Fact, as stated in public deed No. _____ of the Notary ___ of Bogotá D.C., granted on the ___ day of the month ___ of the year _____, part that hereinafter will be called **TGI** or **THE COMPANY**; and on the other, _____ (*name of the natural or legal person awarded*). Include one of the following options below depending on whether it is a natural or legal person:

Option 1 If you are a Natural Person: of legal age, of _____ nationality, domiciled in _____, identified with the citizenship card No. _____ (*or alien card*) issued in _____, who acts in your own name and representation, a party that will hereinafter be referred to as the **CONTRACTOR**; Prior to the Competitive Process procedure _____ (*closed, open or request for direct bid*) No. _____ advanced in accordance with the Contracting and Execution Control Manual of **THE COMPANY**, we have agreed to enter into this **Contract**, which will be governed by the following clauses:

Option 2 If it is a Legal Entity: Company incorporated/transformed as a _____ (*indicate type of company*),

by _____ (indicate if it is a private document or public deed No. _____ granted at the Notary ____ of _____ (city)), on the day ____ of the month ____ of the year _____, registered in the Chamber of Commerce of that City, on the day ____ of the month ____ of the year _____, under No. _____ of Book ____, identified with commercial registration No. _____ and NIT. _____, represented by _____ (*name of the Legal Representative or Attorney-in-Fact*), of _____ nationality, domiciled in _____, identified with citizenship card No. _____ issued in _____, acting in his or her capacity as _____ (*indicate the position, if it is Principal Legal Representative, Alternate, Manager, etc. according to the certificate of the chamber of commerce. If it is a Proxy, all the data of the public deed or special power of attorney through which the respective power of attorney was granted must be indicated*), part that hereinafter will be called the **CONTRACTOR**; prior to the Competitive Process procedure _____ (*closed, open or direct bid request*) No. _____ advanced in accordance with the Contracting and Execution Control Manual of **THE COMPANY**, we have agreed to enter into this **Agreement**, which shall be governed by the following clauses:

Option 3 If it is an associative figure: The Companies: **(1)** _____ (*indicate corporate name*),

_____ incorporated/transformed as a company _____ (*indicate type of company*), by means of _____ (indicate if it is a private document or public deed No. _____ granted at the Notary ____ of _____ (city)), on the day ____ of the month ____ of the year _____, registered in the Chamber of Commerce of that City, on the day ____ of the month ____ of the year _____, under No. _____ of Book ____, identified with commercial registration No. _____ and NIT. _____, represented by _____ (*name of the Legal Representative or Attorney-in-Fact*), of _____ nationality, domiciled in _____, identified with citizenship card No. _____ issued in _____, acting in his capacity as _____ (*indicate the position, for example, Principal Legal Representative, Alternate, Manager, according to the certificate of the chamber of commerce. In the case of an Attorney-in-Fact, all the data of the public deed or special power of attorney through which the respective power of attorney was granted must be indicated*), **(2)** _____ (*repeat the same information for each member of the Consortium or Association*), companies that for the presentation of the offer, execution, execution and settlement of this **Contract** make up the associative figure _____ (*name of the consortium or Association*), identified with the NIT. _____ represented by _____ (*name of the representative designated in the consortium document or association*), identified with the citizenship card No. _____ (*or alien as the case may be*), issued in _____, in accordance with the obligations and percentage of participation indicated in the document of incorporation of the aforementioned association, part that will be called the **CONTRACTOR**, Prior to the Competitive Process _____ procedure (*closed, open or direct bid request*) No. _____

_____ advanced in accordance with the Contracting and Execution Control Manual of **THE COMPANY**, we have agreed to enter into this **Contract**, prior to the following:

CONSIDERATIONS

That once the procedures established in the Contracting and Execution Control Manual in force had been exhausted, the Contracting Operational Committee No. XX of XX of XXXXX of 201X, recommended the contracting with XXXXXXXXXXXXX, for XXXXXXXXXXXXX (*Indicate Object*), for the value of XXXXXXXXXXXXX (**\$XXXXXXXXXX**), plus applicable VAT and an execution term of XXXXXXXX (XX) XXXXXX, counted from the signing of the Act of Initiation of the **Contract**.

In accordance with the foregoing, **the Parties** agree:

2. PURPOSE

INTERNAL INFORMATION

Include the same object defined in the Document of Specific Conditions of the contracting process (CE) and/or the addenda that have modified it, which must be in accordance with that indicated in Annex No. 1 of the Technical Specifications, documents that are an integral part of the contracting process.

By virtue of this **Contract**, the **CONTRACTOR**, acting at its own risk, with freedom and technical and managerial autonomy, undertakes to _____ (*execute/supply/deliver or render*) the _____ (*goods/services or works*) of _____, in el _____ (*place, building, installation, etc.*) of the City of _____.

3. SCOPE

The scope of the activities to be carried out by the **CONTRACTOR** on the occasion of the object of the **Contract** is detailed in Annex No. 1 Technical Specifications.

PARAGRAPH. The **CONTRACTOR** must comply with the terms, conditions, specifications and prices contained in its bid submitted on XXXXXXXX, in the terms accepted by **THE COMPANY**.

4. TERM OF EXECUTION AND VALIDITY

The term for execution of the **Contract** is _____ (*indicate the term in letters and numbers, and indicate whether it is business days or calendar, months or years.*), counted from (indicate the option that applies: i) the signing of the Contract Initiation Act, or ii) the signing of the **Contract**).

PARAGRAPH. VALIDITY: The validity of the **Contract** will be for the agreed execution period plus four (4) months foreseen for the settlement of the **Contract**.

5. VALUE OF THE CONTRACT

The value of this **Agreement** is the sum of _____ (\$____), plus applicable VAT.

PARAGRAPH 1. THE COMPANY will pay the **CONTRACTOR** by the _____ system *(indicate whether unit prices were agreed, or by fixed lump sum, or Mixed Price modality, or any other that applies according to the CONTRACTOR's quote and/or Annex No. 2 Quantities and Prices).*

PARAGRAPH 2. *(The adjustments apply in accordance with the nature of the Contract and the conditions indicated in the documents of the contracting process, either in Annex No. 2 of Quantities and Prices, or in the Specific Conditions of the contracting process-EC. In accordance with the foregoing, you must choose whether option A), B) or C) applies to this Agreement:*

Option A) value with readjustment: Without prejudice to the provisions of Paragraph 1 of the clause "VALUE OF THE CONTRACT" of the General Clausul of this document, **THE COMPANY** will recognize to the **CONTRACTOR** adjustments to the value of the **Contract** as follows:

(If applicable, since different formulas for readjustment to the value of the Contract can be defined and agreed, depending on the type of contract and service)

Example 1: The values offered by the **CONTRACTOR** will remain fixed during the first year of execution of the **Contract**, therefore, they will not be subject to adjustments for any reason. For the second and subsequent years of execution of the **Contract**, the adjustment will be recognized on the cost elements of the good and/or service quoted, not including indirect costs such as the AU (Administration, Profits) offered by the **CONTRACTOR**, which will be the same throughout the term of execution of the **Contract**. For its indexation, the indicators that apply according to the respective cost element will be used as follows:

_____ *(for example, for goods of national production, the National Consumer Price Index (CPI) for the Republic of Colombia, of the immediately preceding year, published by the National Administrative Department of Statistics-DANE, may be based on the maximum of the National Consumer Price Index (CPI) for the Republic of Colombia, published by the National Administrative Department of Statistics-DANE; or when it comes to services and involves personnel, it could be in accordance with the increase in the current legal minimum monthly wage (SMMLV) authorized by the National Government as of January 1 of the following year; or according to the road freight transport cost index ICTC (numbers or national total index) or producer price index (PPI) for Colombia certified by DANE, among other formulas, as applicable for each contract).*

Example 2: The values offered by the **CONTRACTOR** will remain fixed during the first year of execution of the **Contract**, therefore, they will not be subject to adjustments for any reason. For the second and subsequent years of execution of the **Contract**, the values may be reviewed by mutual agreement by **the Parties**, and may decrease, remain the same or

increase; a decision that in any case must be formalized by means of a document signed by the Authorized to Contract, the *(Select the applicable option: Supervisor/Controller)* of the **Contract** and the **CONTRACTOR.**)

Option B) Value without readjustment (Global value price system): The value of the **Contract** corresponds to a fixed value and will not be readjusted during the agreed execution period.

Option C) Value without readjustment (Unit value price system): The agreed unit prices in the **Contract** will not take place for readjustments during the agreed execution period.

PARAGRAPH 3. CURRENCY: The currency of the **Contract** will be _____ *(indicate whether the **CONTRACTOR** will be paid in Colombian Pesos (\$) or United States Dollars (USD), or in any other currency, in accordance with the Financial Policy of the **COMPANY** and that such currency can be purchased through the intermediary of the foreign exchange market in Colombia (From the definition of the Contracting Strategy it will be necessary that the requesting area carry out this validation with the financial area); and in the event that the Contract has been agreed in a currency other than Colombian pesos and that the supplier of goods and services is national, the value will be settled and paid in Colombian pesos as defined in the General Clausulation of the Contract).*

6. METHOD OF PAYMENT

THE COMPANY will pay the **CONTRACTOR** the value of the **Contract** as follows: _____ *(choose from the following options which one or which apply according to the nature of the contract, Annex No. 2 Quantities and Prices, the bid submitted and/or the documents of the contracting process)*

Option A): By means of a SINGLE PAYMENT, which must be supported in the Final Delivery Certificate to the satisfaction signed by the *(Select the applicable option: Supervisor/Controller)* of the **Contract** and the **CONTRACTOR**, which must be attached with the invoice or collection account as the case may be and the guarantees adjusted to the date of signing the Final Delivery Certificate, with its respective review and approval by the **COMPANY**. Likewise, it is necessary for the **CONTRACTOR** to submit all the supports, deliverables, documents and reports defined in Annex No. 1 Technical Specifications. If the **Contract** requires personnel in Colombia for its execution, in addition, proof of payment and certification issued by the tax auditor or legal representative, as applicable in accordance with the requirements of the law, must be attached, verifying compliance with the payment of contributions to the General System of Comprehensive Social Security and parafiscal contributions in accordance with the regulations applicable to the matter of those workers of the **CONTRACTOR** that are related to the execution of the **Contract**.

Option B): Through PARTIAL PAYMENTS, in accordance with the following percentages and activities executed _____ and/or goods received to the satisfaction of **THE COMPANY** during the period invoiced or collected, which must be supported by the respective Partial

Delivery Minutes signed by the (*Select the applicable option: Supervisor/Auditor of the **Contract***) and the **CONTRACTOR** as follows: _____ (*for example, xx% of the value of the **Contract**, will be paid upon delivery to the warehouse of the goods, or installation certificate, or configuration certificate, approval of the work plan, etc. according to the object of the contract and the agreed conditions*). If the **Contract** requires personnel in Colombia for its execution, proof of payment must also be attached and certification issued by the tax auditor or legal representative, as applicable in accordance with the requirements of the law, verifying compliance with the payment of contributions to the General System of Comprehensive Social Security and parafiscal contributions in accordance with the applicable regulations a the matter of those workers of the **CONTRACTOR** who are related to the execution of the **Contract**.

For the last payment of the **Contract**, the **CONTRACTOR** must submit the invoice or collection account as the case may be, accompanied by the Final Delivery Certificate signed by the (*Select the applicable option: Supervisor/Auditor of the **Contract***) and the **CONTRACTOR**, the guarantees adjusted to the date of signing the Final Delivery Act, with its respective review and approval by the **COMPANY**. Likewise, it is necessary for the **CONTRACTOR** to submit all the supports, deliverables, documents and reports defined in Annex No. 1 Technical Specifications. If the **Contract** requires personnel in Colombia for its execution, in addition, the proof of payment and certification issued by the tax auditor or legal representative, as applicable in accordance with the requirements of the law, must be attached, verifying compliance with the payment of contributions to the General System of Comprehensive Social Security and parafiscal in accordance with the regulations applicable to the matter of those workers of the **CONTRACTOR** that are related to the execution of the **Contract**.

Option C): By means of an ADVANCE PAYMENT of XXXXX percent (XX%) of the value of the **Contract**, _____ to the Contract Initiation Act, by submitting to the satisfaction of **THE COMPANY** the invoice or equivalent document for the request for disbursement of the advance, accompanied by: a) The Advance Investment Program and the Quality Plan, approved by the (*Select the applicable option: Supervisor/Auditor of the **Contract***); b) Copy of the guarantee of correct handling of the advance approved by **THE COMPANY**; c) Certification of the bank account opened exclusively for the management of ADVANCE. It is not a requirement for the initiation of the work, the prior cancellation of this advance.

PARAGRAPH. From each approved invoice, the percentage of XXXXX percent (XX%) of the invoiced value will be deducted (this percentage must be equal to that defined as the percentage of the advance payment of the Contract, see option 4) concept of amortization of the advance. In any case, in the last invoice, all outstanding balances of the advance must be discounted, until one hundred percent (100%) of the value advanced by **THE COMPANY** is completed.

Option D): RESERVE FUND. The Reserve Fund is money that the **CONTRACTOR** has to guarantee the fulfillment of its contractual obligations with third parties, suppliers, subcontractors, workers or **THE COMPANY**. In each of the invoices presented by the **CONTRACTOR**, **THE COMPANY** will retain XXXX percent (**XX%**) for its constitution. The balances, if any, will be delivered to the **CONTRACTOR** with the signing of the Settlement Act.

THE COMPANY may freely dispose of the monies that are withheld to make payments or meet monetary obligations to be borne by the **CONTRACTOR**, derived from the execution of the **Contract**, in accordance with the stipulations contained herein and at their convenience.

(In the case of a Contract with an execution period that extends considerably in time and with the prior assessment by the user area and the GAB and the prior approval of the strategy by the Operational Contracting Committee, the following may be carried out: incorporation) At the end of each year of execution of the **Contract**, XXXXXX percent (**XX%**) of the total retained in the year will be returned, once verified and received to the satisfaction ~~and with success of the~~ of **THE COMPANY** XXXXXXXXXXXX.

Option (E): Any other option that applies, for example, whether the value of the goods will be paid in a different manner and separately from the services, or domestic goods will be paid separately and differently from the imported goods or licenses, or the payments will be by classification of services, i.e., training services in one way, and operation services, or maintenance, or others in another way, etc., indicating which will be the minutes or document signed by the Comptroller or the Supervisor, as appropriate, and the **CONTRACTOR** that must be accompanied by the invoice or collection account). In any case, the following reference must always be specified or added to the form of payment: If the **Contract** requires personnel in Colombia for its execution, the proof of payment and certification issued by the tax auditor or legal representative, as applicable in accordance with the requirements of the law, must also be attached, verifying compliance with the payment of contributions to the General System of Comprehensive Social Security and parafiscal in accordance with the regulations applicable to the matter of those workers of the **CONTRACTOR** who are related to the execution of the **Contract**.

7. REIMBURSABLE EXPENSES

(Select the applicable option in accordance with the provisions of the procurement process documents and the strategy approved by the Procurement Operating Committee)

Option A): No Reimbursable Expenses will be recognized to the **CONTRACTOR**.

Option B): Reimbursable Expenses are estimated up to *(select as applicable and without the estimated maximum percentage or amount for Reimbursable Expenses exceeding twenty*

percent (20%) of the initial value of the Contract, except for reasons justified by the requesting area and previously approved by the Contracting Operating Committee: a) the sum of _____ (\$_____) or b) up to XXXX percent of the **Contract**). The following items will be considered by **THE COMPANY** as reimbursable expenses to be recognized by **the CONTRACTOR**: _____ (list the reimbursable concepts for the execution of the Contract, which must be related to activities or acquisitions accessory or complementary to the object and scope contracted, and refer to sporadic or occasional expenses, which are not included in the value of the offer presented, for example, transportation, food, lodging and subsistence expenses, legal expenses, photocopies, etc. according to the nature and activities of each Contract).

(In the event that reimbursable expenses apply, the applicable option must be selected in accordance with the provisions of the contracting process documents in reference to the recognition of the administration for reimbursable expenses)

Option A): **THE COMPANY** will not recognize Administration for Expenses Reimbursable to the **CONTRACTOR**.

Option B): **THE COMPANY** will recognize a percentage of xx for Administration for Reimbursable _____ Expenses to the **CONTRACTOR**.

8. CONTRACTUAL GUARANTEES

The **CONTRACTOR** shall constitute at its own expense and in favor of **THE COMPANY**, the following guarantees to respond for the fulfillment of the obligations of this **Contract**:

- a) **Performance**: For an insured value equivalent to between ten percent (10%) and thirty percent (30%) (it may be a percentage of the total value of the contract, or a fixed sum determined in relation to the value of the Contract or in accordance with a prior risk assessment carried out within **THE COMPANY**), and its validity will be equivalent to the term of execution of the **Contract** and four (4) more months.
- b) **Correct management of the advance**: For an insured value equivalent to one hundred percent (100%) of the sum delivered as an advance and its validity will be equivalent to the term of execution of the **Contract** and in any case must remain until the amortization of the advance. Its constitution and approval will be prerequisites for the delivery of the advance (the value delivered as an advance must be a maximum of 50% of the total value of the Contract).
- c) **Correct management of the advance payment**: For an insured value equivalent to one hundred percent (100%) of the sum delivered as an advance payment, and its validity will be equivalent to the term of execution of the **Contract** (the value delivered as a maximum advance payment must be 50% of the value of the Contract). Its constitution and approval will be prerequisites for the delivery of the advance.

- d) **Good handling of materials and equipment:** For an insured value equivalent to _____ (may be a percentage of the value of the Contract, or for a fixed sum that is indicated according to the valuation made within **THE COMPANY** on the materials and equipment delivered to the Contractor, it is clarified that the value to be insured must be for 100% of the value of the goods to be insured including VAT, This value cannot exceed 50% of the total value of the Contract), and its validity will be **equivalent to the term of execution of the Contract.**
- e) **Salaries, social benefits and workers' compensation:** For an insured value between five percent (5%) and twenty percent (20%) of the value of the **Contract** in force for the term of execution of the **Contract** and three (3) more years.
- f) **Quality of service:** For an insured value between ten percent (10%) and thirty percent (30%) of the value of the **Contract** and with a validity equal to the term of execution of the **Contract** (and the additional period defined in the Contract), counted from the date of signing the Final Delivery Act. Its constitution will be a requirement for the signing of the Liquidation Act.
- g) **Quality and correct functioning of the goods, elements and equipment supplied:** For an insured value between ten percent (10%) and thirty percent (30%) of the value of the Contract and with a term equal to the term of execution of the **Contract** and (the additional period defined in the Contract, which must be equal to the warranty granted by the manufacturer), counted from the date of signing the Final Delivery Act. Its constitution will be a requirement for the signing of the Liquidation Act.
- h) **Stability and quality of the work:** For an insured value between ten percent (10%) and thirty percent (30%) of the value of the **Contract**, in force for the additional period defined in the Contract, which may be between three (3) and five (5) years, as of the signing of the Final Delivery Act. Its constitution will be a requirement for the signing of the Liquidation Act.
- i) **Supply of spare parts:** For an insured value between ten percent (10%) and thirty percent (30%) of the value of the **Contract**, in force for (the additional period defined in the Contract, which is to the warranty granted by the manufacturer) from the signing of the Final Delivery Act. Its constitution will be a requirement for the signing of the Liquidation Act.
- j) **Non-contractual civil liability:** For an insured value equivalent to 50% percent of the value of the **Contract**, not less than (300 SMMLV or 600 smmlv, as applicable) and its validity will be equivalent to the term of execution of the **Contract** and four (4) more months. For the purposes of this policy, **THE COMPANY** will be considered as a third party and additional insured, for which the following must be mentioned in the "Beneficiaries" section of the policy: "THIRD PARTIES"

AFFECTED AND/OR TRANSPORTADORA DE GAS INTERNACIONAL S.A. ESP". The foregoing, however, prejudice against the actions that THE COMPANY may initiate against the **CONTRACTOR** for damages that are not covered by this amparo and those that third parties may institute against it. The **CONTRACTOR** must attach a copy of the renewal of the policy and the corresponding payment receipt, one (1) month before the expiration of each term. Notwithstanding the coverage of the Extra-Contractual Civil Liability Insurance, it is clear and agreed that the **CONTRACTOR** will be responsible for all damages caused to third parties in the development of the activities subject to the **Contract**.

You must have *(in cases where applicable according to object and scope)* or the following additional protections between fifty percent (50%) and one hundred percent (100%) of the basic and with a deductible of 10% min 1 SMMLV with the exception of medical expenses that do not have a deductible.

Employer's Civil Liability Civil Liability Own and
Non-Owned Vehicles Cross Civil Liability
Medical Expenses Civil Liability Goods
Under Care Possession and Control Civil
Liability Contractors and Subcontractors.

RC Parking Lots RC Assets under care tenure and control RC Pollution, pollution accidental, sudden and unforeseen leakage during the development of the work RC Lessors, possessors and lessees control RC Damage to cables, pipes, underground installations and underground operations during the development of the work RC Adjacent properties

Note on the Tort Civil Liability Policy:

For the RCE policy, in the event that the **CONTRACTOR** has already constituted a (General) RCE for its operation, it may be endorsed, as long as it complies with the requirements demanded in the **Contract**.

The **CONTRACTOR** must keep its General RCE policy in force for the duration of the **Contract**, attach a copy of the renewal of the policy one (1) month before the expiration and must attach the corresponding payment receipt.

k) Personal Accident Policy: Amparos:

- Accidental death from any cause
- Permanent, partial or total disability (Disability due to accident) Funeral assistance.
- Insured value: minimum 50 SMMLV per person.
- Validity: It must remain in force during the time of execution of the contract.

The **CONTRACTOR** must keep its Policy in force for the duration of the **Contract**, attach a copy of the renewal of the policy one (1) month before expiration and must attach the corresponding payment receipt.

The Personal Accident policy must be constituted once the Contract Initiation Act is signed, with the effective date of the signing of the Contract Initiation Act and for the term of execution of the **Contract**. Notwithstanding the foregoing, the **CONTRACTOR** is solely responsible for ensuring that its personnel assigned to the **Contract** have this Personal Accident insurance before starting any work.

Any other guarantee or insurance deemed necessary in accordance with the nature of the **Contract**.

- In the event that for the constitution of insurance policies, the **BIDDER** and/or the **CONTRACTOR** freely and voluntarily decides to join the Risk Mitigation Program in Contracting that **THE COMPANY** has, it must consider the following information:

The **CONTRACTOR** acknowledges and accepts that **THE COMPANY** has an insurable interest in the risks of being insured through the insurance contract referred to in this clause. Therefore, the **CONTRACTOR** agrees to join the Risk Mitigation Program in Contracting adopted by **THE COMPANY**, by virtue of which **THE COMPANY** will be constituted as policyholder, insured and beneficiary, of the policies described below, through an Insurance Company legally established in Colombia, for the purpose of constituting the **CONTRACTOR** as a surety or insured as the case may be.

For the issuance of the required guarantees, the **BIDDER** and/or the **CONTRACTOR**, as applicable, through the Insurance Broker of **THE COMPANY, DELIMA MARSH S.A.**, will deliver the following documents required for the issuance of the policies within three (3) business days following the date of publication of the process (*select as applicable: i) Direct Contracting; (ii) closed competitive, or (iii) open competitive*); The following is a list of the documentation required for legal entities and natural persons, as applicable:

LEGAL PERSON

- a. Know Your Customer Form ("Form SARLAFT").
- b. Updated Financial Statements for the last two (2) accounting years with their respective notes.
- c. Chamber of Commerce Certificate (valid for no more than 30 days).
- d. RUT
- e. Identity document of the legal representative
- f. Resume or experience record of the contractor.
- g. Income tax return for the previous year.
- h. I will make a blank promissory note with a letter of instructions.

NATURAL PERSON

- a. Know Your Customer Form ("Form SARLAFT").
- b. Updated Financial Statements for the last two (2) accounting years with their respective notes or Proof of Income (labor fees, income certificate and withholdings of the corresponding document).
- c. Identity document.
- d. RUT
- e. Income tax return for the previous year.
- f. Resume or Experience Record.
- g. I will make a blank promissory note with a letter of instructions.

Information and requests should be sent to the email Solicitudesmitigacion@marsh.com or through the contact telephone number 6017452436 Bogotá or 018000 423 784 the rest of the country or that email and contact telephone numbers provided by **THE COMPANY**.

PARAGRAPH 1: Compliance policies must be issued in the format "In favor of Public Service Companies E.S.P".

PARAGRAPH 2: The Policies and Guarantees must appear verbatim with the number of the **Contract** that is being protected.

PARAGRAPH 3: In the Compliance policies and guarantees, the beneficiary must appear textually: "AFFECTED THIRD PARTIES AND/OR TRANSPORTADORA DE GAS INTERNACIONAL S.A. ESP NIT 900.134.459-7".

PARAGRAPH 4: All policies must be accompanied by the respective receipt and certification of premium payment issued by the insurer and the conditions, limits, exceptions and deductibles thereof (General and Particular Clauses).

For policies other than Compliance, such as (Civil Liability, All Risk, Construction and Assembly, Transport of Goods, among others), "TRANSPORTADORA DE GAS INTERNACIONAL S.A. ESP NIT 900.134.459-7" must appear textually as Insured and Additional Beneficiary.

PARAGRAPH 5: The **CONTRACTOR** will be solely responsible if the coverage presents deficiencies. For this reason, each and every one of the deductibles in the insurance policies will be assumed by the **CONTRACTOR** under its sole responsibility. **THE COMPANY** shall not be liable for any limits, deductibles, exclusions, warranties, subjectivities, and other limitations y conditions of the **CONTRACTOR**'s policies.

PARAGRAPH 6: Compliance policies and guarantees must be issued by an entity or company that is legally authorized to operate in Colombia, widely recognized nationally or internationally.

PARAGRAPH 7: Compliance policies and guarantees must be primary and non-contributory to any guarantee or insurance contracted by the **CONTRACTOR**, up to the scope and amount of the responsibilities assumed by the **CONTRACTOR** in accordance with the provisions of the **Contract**.

PARAGRAPH 8: The **CONTRACTOR** undertakes to replace the amount covered by the guarantees or policies whenever it is reduced or exhausted by its execution, by any claim, by default or by partial non-compliance.

PARAGRAPH 9: In the same way, when **THE COMPANY** requires it and/or the Contract is increased, added, adjusted or modified in any way, the **CONTRACTOR** must submit to the Supervisor or Auditor of the **Contract**, as appropriate (including the suspension, restart, assignment of the contract, among others), the adjustment of the guarantees and/or policies, together with the official receipt of payment of the costs issued by the insurer of the corresponding premiums, within five (5) calendar days following the signing of the contractual novelty document. In the event that the **CONTRACTOR** refuses to submit the corresponding policies or modifications, **THE COMPANY**

they may request them directly and if they generate any cost, this may be deducted from the balances in favor of the **CONTRACTOR**, if applicable.

PARAGRAPH 10: Guarantees/policies may not be terminated early by either the **CONTRACTOR** or the entity issuing them (including the Insurance Company) without prior written authorization from **THE COMPANY**. In the event of revocation of a guarantee or insurance by the entity that has issued or issued it, the **CONTRACTOR**, as the Insurance Company, undertakes to inform **THE COMPANY**, within twenty-four (24) hours following the date on which the **CONTRACTOR** is notified of this fact by the corresponding entity.

PARAGRAPH 11: For policies that provide for the protection of wages, legal social benefits and indemnities, the insurance company that issues it must expressly accept by stating it on the cover of the policy, that the scope of such protection is limited only to the following text: "The contracting public service companies are covered against the breach of labor obligations by the **CONTRACTOR**, related to the personnel used in the execution of this **Contract** in accordance with the provisions of Article 34 of the Substantive Labor Code."

PARAGRAPH 12: If the **CONTRACTOR** does not constitute or does not deliver the stipulated guarantees and insurances or does not keep in force or updated the guarantees or insurances required, under the terms and conditions agreed in this **Contract**, **THE COMPANY** may terminate the **Contract** in the state in which it is, without having to recognize or pay any compensation in favor of the **CONTRACTOR** for this fact. In this event, **THE COMPANY** reserves the right to contract with a third party, as provided in its Contracting and Execution Control Manual and without prejudice to legal actions against the defaulting **CONTRACTOR**.

PARAGRAPH 13. The liability of the **CONTRACTOR** is not limited to the coverage of damages by the insurance requested in this clause and in this sense, it must respond for all damages caused to **THE COMPANY** or to THIRD PARTIES arising from the execution of this **Contract**.

PARAGRAPH 14. In view of the obligation of the **CONTRACTOR** to present the documents that are required for the constitution of the policy, the **CONTRACTOR** will be civilly and criminally liable for the veracity of the same, and will be obliged to compensate **THE COMPANY**, for any damage that may arise from the presentation of the same, especially for the breach of the contractual obligations derived from the insurance contract, including but not limited to the objections that the Insurance Company may allege due to the reluctance or inaccuracy in the declaration of the real state of the risk, as well as any other that corresponds to it.

PARAGRAPH 15. The contracting of the policies by **THE COMPANY** does not exonerate the **CONTRACTOR** from its obligation to indemnify it for all damages arising from the breach of the Contract that were not covered by the aforementioned policy or in excess of it.

PARAGRAPH 16. The **CONTRACTOR** undertakes to pay on its own account, the total amount of the premiums that are caused on the occasion of the issuance of the policies, as well as those that are caused subsequently due to modifications, renewals, extensions or any other annex that is issued based on the policies. Such payment shall be made by the **CONTRACTOR** in favor of the insurance company in a single installment, the foregoing in consideration of the fact that the delay in the payment of the premium generates the automatic termination of the insurance contract. The **CONTRACTOR** You must provide the cash receipt or proof of payment issued by the insurance company.

In the event that the **CONTRACTOR** does not make the payment of the premium within thirty (30) calendar days following the issuance of the policy, the **CONTRACTOR** authorizes **THE COMPANY** to pay the premium and deduct said sum of money with respect to any payment that **THE COMPANY** must make to the **CONTRACTOR** for any reason and up to the total sum that **THE COMPANY** has assumed, without prejudice to the power that **THE COMPANY** has to terminate the **Contract**.

PARAGRAPH 17. For the constitution of the contractual and post-contractual guarantees and in the event that due to financial capacity, risk lists and/or claims with the Insurance Companies of the Program, the **CONTRACTOR** cannot be incorporated into the policies taken by **THE COMPANY**, the **CONTRACTOR** is obliged and undertakes to take and constitute in favor of **THE COMPANY**, through an Insurance Company legally established in Colombia and acceptable to **THE COMPANY**, policies with the same protections, validities, general conditions, insured values and insurance costs, referred to in this clause, in which **THE COMPANY** appears as beneficiary.

PARAGRAPH 18: The **CONTRACTOR** expressly authorizes **THE COMPANY** to consult, receive and to process the information referred to in Law 1266 of 2008, as well as to validate in the risk centers, all the information it deems relevant. The **CONTRACTOR** authorizes the **CONTRACTOR** and the Insurance Broker DELIMA MARSH S.A. or the one determined by **THE COMPANY**, to carry out the validations they consider pertinent in the lists of risks.

PARAGRAPH 19. Non-contractual civil liability, group life insurance, if applicable to this **Contract**, may only be constituted by the **CONTRACTOR** through insurance policies.

PARAGRAPH 20. The **CONTRACTOR** shall submit to the Contractor the **Contractor**, no later than within **FIVE (5)** business days following the receipt of this **Contract**, the guarantees established herein, in order to process the respective approval within **THE COMPANY**, accompanied by an official receipt of payment of the premium issued by the insurer and the conditions, limits, exceptions and deductibles thereof.

9. SUBCONTRACTING:

(Select the applicable option in accordance with the provisions of the procurement process documents)

Option A): The **CONTRACTOR** may subcontract in its own name, at its own expense and risk without **THE COMPANY** acquiring any responsibility for such acts or contracts that it may enter into. Subcontracting requires prior authorization from **THE COMPANY**. However, the main activities of the Contract may not be subcontracted and in any case the **CONTRACTOR** is not exempt from the obligation to monitor the activity of the subcontractor and to be fully responsible for the actions of the latter. The **CONTRACTOR** undertakes to obtain from the subcontractor the prior acceptance of all the obligations arising from this **Contract**. The **CONTRACTOR** will be responsible for all the activities provided for in the **Contract** and will be solely responsible for the subcontracts it enters into, without any contractual or labor relationship **being generated between the subcontractors and THE COMPANY**.

Option B): The **CONTRACTOR** will be solely responsible for all the main activities provided for in the **Contract**, therefore, it may not subcontract the works directly related to the object and scope of the same.

10. SUPERVISION OR SUPERVISION

The *(Select the applicable option: Supervision/Auditing)* of the **Contract** will be exercised by _____ *(indicate the name of the employee of THE COMPANY designated as supervisor, or of the natural or legal person in the event that the audit has been contracted or is in the process of being hired)*. However, **THE COMPANY** may designate another person to replace them or contract the Audit with natural or legal persons, which will be duly informed to the **CONTRACTOR**.

11. ANNEXES TO THE CONTRACT

The following Schedules form an integral part of this **Agreement**:

ANNEXES	YES	NO
ANNEX No. 1 TECHNICAL SPECIFICATIONS		
ANNEX No. 2 QUANTITIES AND PRICES		
Information Security and Privacy Model (MSPI) M-ADI-006		
OTHERS: (indicate which ones apply according to each contract)		

12. SIGNATURES OF THE PARTIES:

For the record, it is signed by **the Parties**, in the City of Bogotá D.C., on _____
(date).

By **THE COMPANY**: By the **CONTRACTOR**:

Name: (Authorized to
Contract) **Charge**:
Prepared:
Revised:
Approved

Full name
Legal Representative