## DOCUMENT OF GENERAL CONTRACTING CONDITIONS ISAGEN S.A. E.S.P.

The General Manager of ISAGEN S.A. E.S.P. (hereinafter "ISAGEN" or the "Company"), in exercise of his legal and statutory powers, applying the Delegations Policy approved by the Company's Board of Directors and the provisions of the Contracting Policy, hereby issues the General Contracting Conditions which shall make part of all the agreements entered intoby ISAGEN, by express reference thereof.

**FIRST ARTICLE – SCOPE.** This Document of General Contracting Conditions shall make integral part of all the documents subscribed by ISAGEN, provided they establish so. Breachof the conditions and terms provided herein shall be valid grounds for unilateral termination of those documents.

SECOND ARTICLE - ANTICORRUPTION PRACTICES. The bidders, contractors and persons who enter into agreements with ISAGEN ("THE CONTRACTORS"), undertake and will guarantee that their subcontractors and employees will also be committed to respect, comply with, and enforce the set of national and international laws, especially the following international laws, US Law on Foreign Corrupt Practices Abroad (FCPA), Canadian Law on Corruption of Foreign Public Officers Abroad (CFPOA), and (iii) UK Bribery Act (UKBA), conventions, treaties and other instruments ratified by Colombia on prevention and punishment of corruption facts and national or international bribery. THE CONTRACTOR expressly agrees and undertake that during the execution and performance of the respective contract or agreement, neither they, nor their subcontractors or workers will offer, promise, accept or provide, either directly or through third parties, money, valuables or any other gift to a public server or official of the State or a foreign State, or to private individuals, in order to start, obtain or retain any business, benefit or activity. Similarly, THE CONTRACTORS and those acting on their behalf, cannot, either directly or indirectly, offer, promise, accept money, valuables or any other gift among them in order to obtain any type of commercial advantage related, either directly or indirectly, to the execution of the respective contract, whether in their own name of that of ISAGEN. THE CONTRACTORS expressly declare to know and fully accept ISAGEN's Anti-Bribery, Anti-Corruption and Anti-Fraud Policy and its guidance to suppliers, which are available on ISAGEN 's website or made available to any person upon request. They expressly acknowledge that any breach of the provisions of this Article and ISAGEN's Anti-Bribery, Anti-Corruption and Anti-Fraud Policy and its guidance to suppliers, constitutes serious breach of the respective contract or agreement and is grounds to terminate it, without their being entitled to any indemnity whatsoever. In the event that contractors and persons who enter into agreements with ISAGEN are aware of a breach that contravenes the provisions set forth herein and in the aforementioned Policy, they will use the Ethical Channel available to report the information they have. These obligations extend to the subcontractors and employees of the contractors of ISAGEN, who undertake to include this article in the text of their subcontracts and to make these obligations known to their employees, ensuring compliance therewith at all times. Accordingly, THE CONTRACTORS is obligated to respond to ISAGEN or other third party affected by damages derives of these facts.

## THIRD ARTICLE - IMPEDIMENTS TO SUBMIT A BID OR EXECUTE AGREEMENTS.

Persons under the following circumstances may not submit any bid or subscribe agreements (i) Those who are spouses or (permanent with ISAGEN: partners) and second degree of blood relation or affinity and civil first with within the legal representatives, directors or shareholders with more of 5% of interest that has formally submitted a proposal or bid for the same tender process, except in the case of

open corporation; (ii) the individuals that have been declared legally liable through a ruling of conviction in force for the commission of crimes of money laundering, terrorism financing, financing the proliferation of weapons of mass destruction and/or criminal sources, as well as the legal entities that their shareholders with more of 5% of interest, directors or legal representatives have been declared legally liable by entities or authorities in Colombia or abroad related to above crimes. (ii) The individuals or companies included in Colombia's binding lists in accordance with the law. Open corporations shall be understood pursuant to the provisions on 5th Article of Decree 679/1994. The occurrence or verification of any of above impediments during the term of the agreement or contract constitutes cause for unilateral termination in favor of ISAGEN, without THE CONTRACTOR being entitled to any indemnity whatsoever.

FOURTH ARTICLE - ORIGIN OF INCOME. The bidders, contractors and persons who enter into agreements with ISAGEN ("THE CONTRACTORS"), declared that neither they nor their partners or shareholders with more of 5% of interest, its board of directors, legal representatives or employees have been obtained through illegal activities or sources the resources used to carry out the activities that are the object of the respective contract or agreement, such as their income, and they undertake to abstain from using ISAGEN or the contracts or agreements entered into with it as a vehicle to make resources obtained in performance of illicit activities seem legal; they also undertake to report to ISAGEN the inclusion of their corporate name, or the name of their subcontractors and employees for performance of the purpose of the contracts or agreements entered into with ISAGEN, its partners or shareholders with more of 5% of interest, its board of directors, legal representatives or employees, subcontractors part of this contract or agreement on Colombia's binding lists and Office of Foreign Assets Control (OFAC) lists, which may be consulted by ISAGEN, as well as their involvement in penalty for crimes related to money laundering, terrorist financing or financing the proliferation of weapons of mass destruction, by entities or authorities in Colombia or abroad. THE CONTRACTORS expressly acknowledge that such activities are grounds for unilateral termination in favor of ISAGEN, in accordance with article two and make the necessary managements according to the law.

FIFTH ARTICLE- RESPECT FOR HUMAN RIGHTS. The contractors, parties of an agreement or persons entering into donation agreements, as well as bidders of ISAGEN, declare knowing the Human Rights Policy of ISAGEN (which is available in the website of ISAGEN or at the disposal of any person upon its request) and they undertake during the entire term of the agreements subscribed with ISAGEN, to observe the Human Rights Policy of ISAGEN and respect the Human Rights of the persons directly or indirectly related to its corporate activities and, especially, those related to the performance of the agreements entered into with ISAGEN. Likewise, the contractors and bidders of ISAGEN undertake thattheir workers and subcontractors know and observe the Human Rights Policy of ISAGEN and respect the Human Rights of the persons that are directly or indirectly related to its corporate activities and especially, those related to the performance of the agreements entered into with ISAGEN.

**PARAGRAPH ONE:** The contractors, parties of an agreement or persons entering into donation agreements, as well as bidders of ISAGEN shall be responsible with ISAGEN for any ignorance, disregard and/or disrespect of the Human Rights Policy by their workers and/or subcontractors; accordingly, any ignorance, disregard and/or disrespect of the Human Rights Policy of ISAGEN by the workers and/or subcontractors of the

contractors and bidders of ISAGEN, constitutes a severe breach of the respective Agreement and it is grounds to terminate it without recognition of any indemnity. In the same way, the contractors, parties of an agreement and bidders of ISAGEN undertake to respond before any third party affected by the damages caused as a result of these events.

PARAGRAPH TWO: The contractors, parties of an agreement or persons entering intodonation agreements, as well as bidders of ISAGEN shall receive, record and investigate, administratively or disciplinarily, any complaint or accusation for eventual abuses of Human Rights by the employees or subcontractors with which they develop the purpose of the respective Agreement and they shall inform ISAGEN of those complaints and/or accusations, as well as the result of the respective investigation. These records may be requested by ISAGEN at any time. When the contractor, party of an agreement or bidder, as a result of an administrative or disciplinary investigation deployed by it, deems that any legal liability can arise from the facts that gave rise to the complaint or accusation, it shall give immediate notice to the competent authorities and ISAGEN and it shall cooperate withthe particular investigations. Likewise, it shall proceed to give immediate notice to the authorities and ISAGEN in case it or its workers may be subjects of bribery or extortion for reasons inherent to the activities subject to the agreements entered into with ISAGEN.

**PARAGRAPH THREE:** The contractors or persons entering into donation agreements, the parties of agreements, their workers and bidders, must avoid any type of direct or indirect complicity with actions of illegal armed groups. The complicity includes, but is not limited to, making payments or providing any type of logistical assistance, information or equipment to those groups.

**PARAGRAPH FOUR:** In case that the respective contractual relationship allows the total or partial subcontracting of the activities necessary for its performance, the contractors and bidders of ISAGEN undertake to include this article in the text of their subcontracts.

SIXTH ARTICLE - ENVIRONMENTAL PROTECTION. The bidders, contractors and persons entering into donation agreements with ISAGEN, as well as their subcontractors and employees shall pay special attention to environmental protection, in the development of all the activities necessary for compliance with the purpose and scope of the agreements entered into with ISAGEN. They shall respect and observe the environmental laws and regulations applicable in the Republic of Colombia and the specific regulations of ISAGEN, which shall be communicated through the contractual documents and in the trainings given by ISAGEN. Likewise, they shall promptly inform ISAGEN when any environmental event occurs as a result of the activities developed by making the necessary resources available and carrying out all the actions required to attend the impacts generated or that might be generated. Any contractor and person entering into agreements with ISAGEN expressly declares knowing and fully accepting the Environmental Policy of ISAGEN, which is available in the website of ISAGEN or at the disposal of any person when requested, and they also undertake to cause that their subcontractors and employees are also aware of, and implement said Policy. The bidders, contractors and persons entering into donation agreements with ISAGEN expressly acknowledge that any breach of the provisions in this Article and said Policy constitutes a severe breach of the respective agreement and corresponds to grounds for early termination thereof. Similarly, they undertake to respond before ISAGEN or any third party affected by the damages caused as a result of these events.

**SEVENTH ARTICLE - LABOR PROTECTION.** Bidders, contractors and persons entering into agreements with ISAGEN undertake, and cause their subcontractors, personnel engaged for service provision, assigned workers and direct employees, to comply with all constitutional, legal or extralegal obligations applicable to them in their capacity as employer in labor terms (individually and collectively), Comprehensive Social Security System and Occupational Safety and Health Management System, SG-SST, regarding natural persons they contract (directly, through Temporary Services Companies or their subcontractors) by employment agreement and relating to the performance of agreements entered into with ISAGEN; the failure to fulfill this obligation by ISAGEN contractors, parties of an agreement and bidders – as well as by their subcontractors – constitutes serious breach of the respective agreement and shall entitle ISAGEN to terminate the respective agreement without recognizing any indemnity.

PARAGRAPH ONE.- Bidders, contractors and persons entering into agreements with ISAGEN undertake, and cause their subcontractors and employees to undertake, for the term of the agreements entered into with ISAGEN and for three (3) more years, to keep, preserve and make available to ISAGEN or whomever it determines, all employment agreements (riders, addenda, etc.), payroll vouchers, final settlements of labor accruals, records, books, comprehensive social security contribution forms (PILA) and any other supporting documentation related to the fulfillment of the constitutional, legal or extralegal obligations applicable to them in their capacity as employer in labor (individually and collectively), Comprehensive Social Security System and Occupational Safety and Health Management System, SG-SST, matters regarding natural persons they hire through employment agreements, service agreements and relating to the performance of agreements entered into with ISAGEN. This obligation extends to subcontractors or ISAGEN contractors and bidders; consequently, in the event that the respective contractual relationships allow the total or partial subcontracting of activities necessary for their performance, ISAGEN contractors, parties of an agreement and bidders undertake to include this article in the language of their subcontracts.

PARAGRAPH TWO.- Bidders, contractors and persons entering into agreements with ISAGEN represent, accept and undertake, and shall cause their subcontractors and employees to undertake, not to engage natural persons for the performance of agreements entered into with ISAGEN through Associated Employment Pre-Cooperatives and/or Cooperatives or under any manner of illegal labor intermediation, in the terms of Colombian legislation, or subcontract any activity constituting their purpose and scope with natural persons or legal entities who provide them with personnel through Associated Employment Pre-Cooperatives and/or Cooperatives under any manner of illegal labor intermediation in the terms of Colombian legislation. Consequently, ISAGEN contractors and bidders may not subcontract the performance and/or scope of the agreements entered into with ISAGEN with: (i) Associated Employment Pre-Cooperatives and/or Cooperatives or any manner of illegal Labor Intermediation in the terms of Colombian labor legislation: or (ii) natural persons or legal entities who recruit their personnel through Associated Pre-Cooperatives and/or Cooperatives or any manner of illegal Labor **Employment** Intermediation in the terms of Colombian labor legislation. The failure to fulfill this obligation by ISAGEN contractors and bidders constitutes a serious breach of the respective agreement and shall entitle ISAGEN to terminate the respective agreement, without recognizing any indemnity.

In the event that bidders, contractors and persons entering into agreements with ISAGEN, engage, for the performance of the contractual purpose, natural persons through Associated

Employment Pre-Cooperatives and/or Cooperatives, they shall review the incorporation and management conditions of said Associated Employment Pre-Cooperatives and/or Cooperatives in order for them to fulfill the purpose for which these type of productive organizations were legally created and to ensure the fulfillment of legal obligations.

In addition, bidders, contractors and persons entering into agreements with ISAGEN shall verify that the Cooperatives and/or Pre-Cooperatives have a robust administrative structure, for which they shall verify basic items such as the existence of the General Associates' Assembly, Tax Auditor, Board of Directors, Manager, Oversight Board, among others, to ensure that the administrative processes have the respective support and operation for the fulfillment of the labor obligations legally enshrined.

They shall also be required to review that the Cooperatives and/or Pre-Cooperatives have the legal conditions and requirements necessary to develop or execute the task or function to be contracted, pursuant to the corporate purpose of that productive organization. They shall also monitor the rights and duties related to the associated employment relationship.

PARAGRAPH THREE.- Taking into account the ISAGEN organizational principles, agreements and guidelines, especially the public, dynamic and voluntary enforcement initiative enshrined in the Colombia Guides, specifically its Base Document and Decent Work Guide, bidders, contractors and persons entering into agreements with ISAGEN, as well as its subcontractors and employees, according to the administrative, technical and financial autonomy they have, shall respect the individual and collective rights of their workers, satisfying the dignity and equality of all their workers, subcontractors' workers and assigned personnel they engage for the performance of the agreement with ISAGEN; they shall also pay special attention to matters related to: a. assurance of freedom of association, in the sense that all workers, without any distinction or the discrimination, and on an autonomous basis, enjoy the freedom to associate, not to associate or to leave an union organization, b. promotion of freedom of expression based on mutual respect, c. prevention of forced labor, including their value chain, d. prohibition of torture and cruel, inhuman or degrading treatment, workplace harassment and human trafficking, e. child labor in those activities prohibited by law, including their supply chain, f. commercial sexual exploitation of children and adolescents, including their value chain, g. assurance of non-discrimination and inclusion, from the processes to select their personnel, including the management, development and promotion of their workers, without any distinction, exclusion, restriction or preference based on gender, sexual orientation, gender identity, ethics, religious belief, political opinion, social or economic condition, physical or mental condition or marital status reasons intended to undermine or annul the recognition, enjoyment or exercise of rights and freedoms in conditions of equality of given groups of persons, h. assurance of equal pay for their employees, i.determination of proper labor hours, including weekly rest and annual paid vacation, j. promote the balance among personal, family and work life, k. support the elimination of violence against women, family violence and gender violence in the workplace, I. have a channel through which their workers, contractors and subcontractors are able to report the fulfillment of obligations, favor the contracting of local workforce, goods and services in compliance with the technical requirements, and m. respect the rights of their local providers. The failure to fulfill this obligation enshrined in ISAGEN internal regulations, especially Colombia Guides, and specifically the Base Document and Decent Work Guide, by bidders, contractors and persons entering into agreements with ISAGEN, as well as their subcontractors and employees, shall entitle ISAGEN to terminate the respective agreement, without recognizing any indemnity.

**EIGHTH ARTICLE – PERSONAL DATA PROCESSING.** Bidders, contractors, persons entering into agreements with ISAGEN, as well as their subcontractors and employees, know and accept that their personal data shall be processed pursuant to the ISAGEN Information Processing and Personal Data Protection Policy, which is available in ISAGEN webpage or may be requested from ISAGEN at any time. Likewise, bidders, contractors and persons entering into agreements with ISAGEN, as well as subcontractors, are responsible for obtaining the authorization from subjects of personal data delivered to ISAGEN and processing the personal data gathered, exclusively in accordance with the authorized purposes, applying proper safety measures that ensure the protection and confidentiality of the personal data gathered and processed.

NINTH ARTICLE - CONFLICT OF INTEREST. The person who enters into agreements or contracts with ISAGEN ("THE CONTRACTORS"), declare under oath that neither they nor their shareholders with more of 5% of interest, employees or subcontractors, directors or board of directors are involved in situations or relationships that may constitute conflicts of interest. "Conflict of interest" means any situation in which THE CONTRACTORS or the bidder, directly or through third parties, are involved in situations that reduce their independence or objectivity, are forced to making a decision and/or opting for behavior alternatives where they have the possibility to choose between the interest of the contract/agreement or invitation process (as the case may be) or that of ISAGEN, and their personal or third-party interest. In the event that in any of the stages of the contract or agreement a conflict of interest arises, in a situation that could constitute conflict of interest or generate doubts regarding a conflict of interest associated with ISAGEN, once becoming aware of it, THE CONTRACTORS or bidder shall immediately report such situation via email to dilemaseticos@isagen.com.co. The omission of this obligation by THE CONTRACTORS constitutes cause for unilateral termination in favor of ISAGEN, without the contractor being entitled to any indemnity whatsoever. Should this obligation be omitted by the bidder, its offer will not be considered.

**TENTH ARTICLE - CONFIDENTIALITY.** The person entering into agreements or donation agreements with ISAGEN, bidders and/or contractors, assumes the obligation to keep under strict confidentiality all information to which they have access under or due to the agreement development and performance, regardless of whether or not said information has been classified as confidential. After the agreement completion, the contractors, parties of an agreement and bidders shall return all documents in their possession or that they have developed or prepared under or due to the agreement development and shall not keep any copy thereof, unless by express legal provision requiring them or ISAGEN to waive this right. This confidentiality obligation shall be in force for the agreement term and five (5) more years.

**PARAGRAPH:** The Know-How, knowledge and technical developments and technology disclosed by ISAGEN under the respective agreement are part of the ISAGEN trade secret, and bidders, parties of an agreement and contractors shall indefinitely keep their strict confidentiality nature. Contractors, parties of an agreement and bidders shall take all actions necessary to ensure their confidentiality and be responsible to ISAGEN for the breach hereof and the causing of damages arising from said breach.

**ELEVENTH ARTICLE – CONSORTIUMS AND JOINT VENTURES.** Regarding the joint and several liability and indivisibility of the consortiums and joint ventures, the provisions of article 7 of Law 80/1993 or rules amending, replacing or adding to it shall be enforced.

The consortiums and joint ventures entering into agreements with ISAGEN may not assign the respective agreements to third parties or the companies comprising them, without the prior and express written authorization of ISAGEN.

**TWELFTH ARTICLE – ELEMENTS ON A RETURNABLE BASIS:** In order to carry out the activities of the agreement, the contractors shall use their own equipment and/or elements, unless the tender documents and the agreement have specified the delivery of elements by ISAGEN taking into account their technical importance for the compliance with the contractual purpose; in this case, they shall receive them on a returnable basis, as a precarious gratuitous loan and they shall be responsible for their loss or impairment, except for the wear and tear derived from their normal use.

If during performance of the agreement a loss or impairment of the elements occurs, the contractor shall follow the Write-Off Request procedure established by ISAGEN and it shall follow the measures determined by the Write-Off Committee of ISAGEN, which may include the responsibility of the contractor in the damage or deterioration of the elements or equipment, case in which it shall respond for the replacement thereof in good conditions.

Once the agreement activities have been completed, the elements and equipment must be returned by the contractor to ISAGEN or transferred to another contractor who shall use them to provide services to ISAGEN. All formalities must be carried out in accordance with the formats and procedures established by ISAGEN for the handling of elements as precarious gratuitous loan.

As a requirement for making the last contractual payment, the contractor must submit the good standing certificate for the elements as a precarious gratuitous loan issued by ISAGEN. In case of loss or damage of elements delivered by ISAGEN to the contractor, the latter shall refrain from issuing the corresponding good standing certificate. The contractor must submit to the procedure of the Write-Off Committee indicated above and, if found responsible, must be accountable for the value or return of the elements or equipment delivered on a returnable basis. The last payment of the agreement shall only be made once the procedures corresponding to the decisions taken by the ISAGEN Write-Off Committee have been completed. If necessary, at the discretion of ISAGEN, the contractor accepts that ISAGEN shall compensate the repair or replacement value of the damaged or lost elements against the sum of the last payment of the agreement.

In the event that in the execution of the Agreements, elements are delivered by ISAGEN for the development of the activities that are the purpose of the same, these shall be received on a returnable basis as a precarious gratuitous loan. Whoever receives it shall be responsible for its loss or deterioration, except for the wear and tear derived from its normal use, and shall comply with the provisions of this article, insofar as it is applicable to the Agreements.

**THIRTEENTH ARTICLE – SUBCONTRACTORS.** As a general rule, for the execution of agreements entered into with ISAGEN, contractors shall not subcontract any of the activities or services that make up the purpose and scope of such agreements, unless they have prior written authorization from ISAGEN to do so. Subcontracting carried out by contractors in contravention of this general condition shall be a cause for early termination of the respective agreement and shall not entitle said contractors to claim compensation for this fact. In cases where ISAGEN grants the aforementioned authorization, at least twenty (20) calendar days prior to the signing of the corresponding subcontracts, the contractors must

inform ISAGEN in writing of the name of each subcontractor they intend to hire, the value of the subcontract, the purpose, scope and type of activity to be performed by each one. The power to subcontract or assign, in no case exempts the contractors from fulfilling the obligations contracted in the respective agreement with ISAGEN, nor relieves them of the responsibility they have under the same. In this sense, the contractors shall be liable for the acts, errors and omissions of their subcontractors, who shall have no right to claim against ISAGEN. ISAGEN shall not acquire any relationship with the subcontractor or with the persons that the latter hires for the execution of the activities, and therefore the subcontracts are concluded under the exclusive responsibility of the contractors. The contractors expressly waive the rights conferred on them by section 5 of Article 2060 of the Civil Code, or the standard that replaces, modifies or repeals it, and undertake to include this waiver in all their subcontracts. In the event that the contractors do not comply with the provisions of this clause and ISAGEN receives any claim under section 5 of Article 2060 of the Civil Code, or the regulation that replaces, modifies or repeals it, ISAGEN shall be entitled to retain the amounts claimed from the due payments of the contractors. The text of agreements between contractors and subcontractors shall state that such agreements are understood to have been entered into subject to, and without prejudice to, the terms of the agreements entered into with ISAGEN and that, if ISAGEN declares the termination of the agreements with its contractor, the subcontractor shall not have the right to file any indemnity actions against ISAGEN.

**FIRST PARAGRAPH:** In the event that ISAGEN authorizes the subcontracting (total or partial) of a respective agreement, ISAGEN reserves the right to verify through the contractor the fulfillment of the obligations that the subcontractor has as an employer with respect to the personnel assigned to it for the execution of the respective agreement, and particularly in the fulfillment of the commitments of affiliation to the social security system of its workers and the payment of the contributions required by law.

**SECOND PARAGRAPH:** When deemed necessary, ISAGEN shall request contractors to submit the Comprehensive Social Security Contribution Forms-PILA- with the corresponding payment receipt or certification from the Statutory Auditor that proves that the subcontractor is complying with its labor obligations and, especially, those related to the social security system of its workers. If non-compliance with any of the obligations mentioned herein is detected, ISAGEN may unilaterally terminate the respective agreement without any indemnity and shall give notice of this fact to the health promotion entities or competent bodies.

**THIRD PARAGRAPH:** If in the fulfillment of the purpose of the respective agreement, the contractor or subcontractor requires to hire foreign individuals to provide their services in Colombia, it is obliged to comply with the respective legal regulations and on a timely manner must apply for the necessary permits with the competent authorities in Colombia and comply with the procedures established for that purpose by Migration Colombia or the entity that replaces it.

If ISAGEN so requires, contractors must submit the minutes of the subcontracts to ISAGEN for approval and deliver a copy within a period of time indicated by ISAGEN after signing them. Contractors or bidders shall proceed to terminate the subcontract if in the course of the subcontract ISAGEN finds, in its sole discretion, that the subcontractor is doing work that is inappropriate or inconvenient for the interests of ISAGEN.

The power to subcontract in no case exempts the contractors or bidders from the responsibility contracted in the agreement, nor does it lessen them. The contractors shall be liable for the acts, errors and omissions of their subcontractors, who shall have no right to claim against ISAGEN. ISAGEN is not responsible for any of the obligations contracted by the contractors with their subcontractors, or for those arising from the subcontracts or their results.

Subcontractors approved by ISAGEN may only be changed with the prior written consent of ISAGEN, upon justified request.

**FOURTEENTH ARTICLE – REGISTRATION OF POTENTIAL SUPPLIERS.** The companies that ISAGEN considers convenient to present bids in a determined call process, shall process and maintain their registration in the supplier information system that ISAGEN defines, under the conditions, characteristics, specialties, groups and others that are specified for this purpose. The value and renewal of the registration is borne by each interested company. The registration must be valid at the time the agreement or order is entered into and even during the entire period of its execution.

**FIFTEENTH ARTICLE – REQUIREMENTS FOR THE INVOICE.** All invoices received by ISAGEN from the Contractors must comply with the requirements established by resolution 42 of 2020 and resolution 85 of 2022 or those that modify, replace or add to it. The only exceptions are the cases in which the Contractor issues for its collections the documents equivalent to those referred to in article 13 of resolution 42 of 2020 and in cases of collections for non-billable events for not corresponding to the provision of a service or the acquisition of goods as advances, refunds, etc.

In case of agreeing advances, the value of the sales invoice must clearly express the values of the amortizations, in such a way that the endorser clearly identifies the value to be deducted for this aspect. Advances must not be invoiced, nor are they subject to withholdings at source.

Both sales invoices and commercial invoices (Art. 944 of the C. de Co. or rules that modify, replace or add to it) must contain the requirements of article 617 of the Tax Statute and 11 of resolution 42 of 2020, resolution 85 of 2022 or rules that modify, replace or add to it.

SIXTEEN ARTICLE – ANTITRUST PROVISIONS. The person who enters into agreements or contracts with ISAGEN ("THE CONTRACTORS"), their legal representatives and administrators are undertake to during the contract or agreement to absence to make acts, agreements or practices that have the capacity, purpose or the effect to violate the antitrust laws, including, restrictive business practices and unfair competition, in accordance with the Colombian law. THE CONTRACTORS undertaken to report to ISAGEN through the email dilemaseticos@isagen.com.co, any requirement to formal investigation or sanction related to violation of antitrust law linked to this contract. THE CONTRACTORS are undertaken to respond to ISAGEN or other third party affected by damages derives of these facts and constitutes cause for unilateral termination in favor of ISAGEN, without THE CONTRACTOR being entitled to any indemnity whatsoever.

Given on the 15<sup>th</sup> day of September 2022.